

SOIL AND DEMOLITION WASTE DISPOSAL AGREEMENT

This Soil and Demolition Waste Disposal Agreement (this "Agreement") is entered into as of the _____ day of _____ 20__ (the "Effective Date") by and between _____ (the "Customer"), whose principal place of business is located at _____ in the _____ of _____, Wisconsin and Lannon Stone Products, Inc. or Moraine Development, Inc. depending upon which Facility is being utilized by Customer (the "Company"), whose principal place of business is located at N52 W23096 Lisbon Rd, Sussex, WI 53089. The purpose of this Agreement is to set forth certain terms and conditions whereby Customer may be permitted to deposit uncontaminated soil and/or clean construction debris in pre-approved locations at the Company's facility (each a "Facility") located at:

- N52W23438 Lisbon Road, Sussex, WI 53089
- 1171 Hwy 175, Richfield, WI 53017
- W218N11546 Appleton Avenue, Germantown, WI 53022

AGREEMENT TERMS AND CONDITIONS

Customer agrees to the following terms and conditions

1) Permitted Materials. It is the intent of Company that the Facility be and remain a solid waste disposal facility that is exempt from all requirements set forth in Wisconsin Administrative Code Sections NR 500 through NR 538. Therefore, Company shall strictly monitor and reject as necessary any material loads that do not comply with the provisions set forth in Wisconsin Administrative Code Section NR 500.08(2)(a) and NR 500.08(2)(b). Only the following materials may be deposited at the Facility: clean soil, brick, building stone, concrete, reinforced concrete not painted with lead-based paint, broken pavement, wood not treated or painted with preservatives or lead based paint (NR 500.08(2)(a)) and spoil from sand, gravel or stone and crushed stone quarry operations with similar non-metallic earth materials (NR 500.08(2)(b)). The Facility located at N52W23438 Lisbon Road (Sussex) and W218N11546 Appleton Avenue (Germantown) will not accept excessively wet or slurry material regardless of whether such material is otherwise compliant with NR 500.08(2)(a) and NR 500.08(2)(b). Only the Facility located at 1171 Hwy. 175 (Richfield) will accept "wet vac" debris provided that such material otherwise complies with the limitations set forth in this Paragraph 2. Any material not specifically set forth in this Paragraph 2 shall not be permitted onto the Facility, and will not be knowingly accepted by the Facility, except pursuant to the written consent of Company and only if such unspecified material is specifically permitted under Wisconsin Administrative Code Section NR 500.08 for deposit on exempt facilities. All other materials, except as expressly permitted, shall be prohibited.

2) Right of Inspection and Rejection by Company. Company shall, at its option and without prior consent from Customer being due or required, have the right to: inspect; photograph (including the use of digital images and videos); screen; sample; analyze and/or test (collectively "Inspect") material loads arriving at the Facility. Company may Inspect Customer's material load prior to, during and after the unloading process. Company shall have the right to reject any material loads if Company reasonably determines or believes that such material loads do not fully comply with Paragraph 2 of this Agreement. Upon request by Company, Customer shall immediately provide information regarding any material load which shall include the source of the material; the project name and address from where the material originated; the name and address of the project's owner; and any other information regarding the material that Company reasonably requests.

3) Indemnification of Company: To the fullest extent permitted by law, Customer shall indemnify Company and its directors, officers, members, employees, agents, contractors, licensees, invitees, successors and assigns (hereinafter collectively referred to as "Indemnified Parties") against, shall hold the Indemnified Parties harmless from, and shall reimburse the Indemnified Parties for, any and all claims, demands, judgments, penalties, liabilities, costs, damages and expenses, directly or indirectly incurred by the Indemnified Parties, including court costs and reasonable attorneys' fees, in any action, administrative proceeding or negotiation against or involving any of the Indemnified Parties, resulting from any breach of any term or condition of this Agreement, including but not limited to Customer's deposit of any permitted or unpermitted material at, on or in the Facility. Notwithstanding anything contained herein to the contrary, Customer shall be solely liability for any and all damages or injury to human health, the environment or natural resources caused by, for abatement, clean-up, removal or disposal of, or otherwise with respect to, hazardous or controlled substances being present within any material load that Customer deposits at, on or

in the Facility, or for any violation of any law or regulation resulting therefrom. Customer agrees that its duty to indemnify Company shall survive termination of this Agreement.

4) Insurance Requirements of Customer. At all times during the Term of this Agreement and as a condition to placing loads at the Facility and without limiting Customer's duty to indemnify Company as set forth in this Agreement, Customer shall maintain the following insurance: (a) General Commercial Liability Insurance with a limit of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the annual or general aggregate and \$2,000,000 products/completed operations aggregate, (b) Business Automobile Liability insurance with a combined single limit of \$1,000,000, (c) Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$500,000 bodily injury by accident/each accident, \$500,000 bodily injury by disease/policy limit, \$500,000 bodily injury by disease/each employee and (d) Contractors Pollution Liability with limits of not less than \$1,000,000. Insurance provided by Customer shall be on a primary basis and shall contain a waiver of subrogation. Customer agrees to immediately provide Company with notice following the cancellation or termination of any policy or policies that would affect the required coverage amounts as set forth herein. Prior to placing loads at the Facility, Customer agrees to provide one or more certificates of insurance evidencing the required insurance and naming Company as an additional insured on Customer's General Commercial Liability policy, Business Automobile Liability policy and Contractors Pollution Liability policy.

5) Company's Rights Upon Customer's Default. Customer shall be in default upon (i) the breach of any term or condition of this Agreement and/or (ii) the non-payment of fees or other charges accruing hereunder when due. Without limiting Customer's duty to indemnify Company pursuant to Paragraph 4, upon a default the balance of all outstanding fees and other charges shall be deemed immediately due and payable and shall accrue interest at the rate of 1.5% percent per month from date such default occurs or, in the event of non-payment of fees or other charges, the date upon which such outstanding amount first became due. Customer shall be responsible for reimbursing Company for all costs and expenses, including reasonable attorneys' fees, court costs and other expenses, incurred by Company to enforce the terms of this Agreement. No failure or delay by Company to exercise any remedy or right under this Agreement shall be deemed to be a waiver in any respect.

6) Applicability of Terms. The terms and conditions shall remain in full force and effect throughout the period in which Customer utilizes the Facility for the purposes set forth herein or until such time that Company provides notice to Customer (i) that the terms and conditions of this Agreement have been changed or modified (the "Revised Agreement") and (ii) that Customer provides Company with written acceptance of the Revised Agreement after which time the disposal activities of Customer shall be subject to the terms and conditions of the Revised Agreement. Company shall be under no obligation to provide prior notice to Customer of any proposed changes or modifications to the Agreement.

7) Independent Contractor Status. The personnel, employees or other representatives of each party shall not in any way be considered agents or employees of the other party. Each party shall act as an independent contractor and shall be responsible for the acts of its own employees only. Accordingly, each party shall be responsible for the worker's compensation coverage of its own personnel.

THE UNDERSIGNED REPRESENTS, WARRANTS, COVENANTS AND AGREES THAT IT HAS REVIEWED AND UNDERSTANDS THE FOREGOING TERMS AND CONDITIONS AND AGREES TO BE BOUND BY THIS AGREEMENT. THE UNDERSIGNED FURTHER REPRESENTS THAT THE PERSON EXECUTING THIS AGREEMENT ON BEHALF OF CUSTOMER IS AUTHORIZED TO EXECUTE THIS AGREEMENT.

Acknowledged and agreed to by an officer of the Company as of the Effective Date.

Customer: _____
By: _____
Name: _____
Title: _____