

Volkswagen Settlement Indian Tribe Trust Program Semi-Annual Report

This report is hereby presented to Wilmington Trust, as Trustee for the Volkswagen Diesel Emissions Environmental Mitigation Trust for Indian Tribe Beneficiaries ("the Tribal Trust"). The Beneficiary named below submits this report in compliance with the semiannual reporting requirements described in Section 5.3 of the Modified Trust Agreement, for the six-month period specified below.

Beneficiary Name: Native Village of Elim

Funding Cycle: Third Funding cycle (2020-2021)

Six-Month Period: June 1, 2020 – December 31, 2021

Lead Agency: Kawerak, Inc. PO Box 948, Nome, AK 99762

Lead Agency Contact: Amanda Toerdal; energy@kawerak.org; 907-443-4253

Summary of all Financial Costs (expended through Reporting Date):

Funding Source	Amount	Description
VW Settlement Funds	\$ 149,057.00 \$ 2,230.00 \$ 677.00 \$ 2,302.00	Dump truck purchase and delivery Freight cost contingency Licensing and registration Administrative Costs
Tribal Funds	n/a	
EPA DERA Funds	n/a	

Beneficiary Reporting Obligations (per Section 5.3 of the Indian Tribe Trust)

Description of Status (include actual or projected termination date):

The new dump truck was shipped in August 2021 and arrived on September 11, 2021. Upon satisfactory delivery and inspection of the new vehicle, the Tribe decommissioned the old vehicle.

Projected Termination Date: Project ends with submission of this report.

Development (planning work accomplished for the project):

Progress of the settlement project is hosted on the Kawerak, Inc. website under the Energy Program/Environmental Program section: Kawerak.org/energy

Implementation (purchases, construction/installation of infrastructure, etc.):

06/28/2021 – Dump Truck purchase from RWC International, Ltd. (includes barge shipment)
\$149,057.00. Invoice is attached. Project is complete.

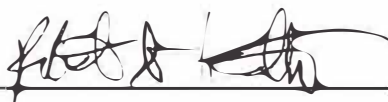
Any modification to each approved Eligible Mitigation Action (including changes to equipment costs, tribal cost share, etc.):

A portion of the administrative costs were applied towards the dump truck purchase and freight due to an increase in price since the original estimate.

I, Robert Keith, attest that the information provided in this report is true and correct and that the submittal of this report is made under penalty of perjury.

This report has been submitted to the Trustee on this day September, 23, 2021, via the Intralinks online file sharing platform.

Signature: _____



Native Village of Elim
ELIM IRA COUNCIL
ELIM, AK 99739
907-890-3737

ALASKA USA FCU
BOX 198613
ANCHORAGE, AK 99519
89-7202/3252

3426

6/30/2021

PAY TO THE ORDER OF RWC International, LTD

\$ **149,057.00

One Hundred Forty-Nine Thousand Fifty-Seven and 00/100*****

DOLLARS

PROTECTED AGAINST FRAUD

RWC International, LTD
Accounts Receivable
600 N 75th AVE
Phoenix, AZ 85043



Frederick B Murray
Solvent



MEMO VA102000063

Native Village of Elim
RWC International, LTD
6600 · Equipment Rental/Repairs/Purcha

6/30/2021

3426

149,057.00

Alaska USA FCU Che VA102000063

149,057.00

Native Village of Elim

RWC International, LTD
6600 · Equipment Rental/Repairs/Purcha

6/30/2021

3426

149,057.00

PAYMENT
RECORD

Alaska USA FCU Che VA102000063

149,057.00





RWC International, Ltd.
 7880 Sandelewood Place
 Anchorage, AK 99507
 Phone: (907) 279-9591
 www.RWCGroup.com

SALES INVOICE: VA102000063

ORDER STATUS: SOLD
 INVOICE DATE: 6/28/2021
 DELIVERY DATE: 6/28/2021
 SALESPERSON: M. Lash
 CUSTOMER REFERENCE: RK061621
 PAYMENT TERMS: **NET 30**

BUYER (End User):
 NATIVE VILLAGE OF ELIM
 PO BOX 39070
 ELIM, AK 99739
 P: (907) 890-3737
 E: fseddie22@gmail.com

DELIVER TO:
 NATIVE VILLAGE OF ELIM
 C/O ALASKA MARINE LINES
 660 WESTERN DRIVE
 ANCHORAGE, AK 99501
 P: (907) 890-3737

LIENHOLDER:

PRODUCT(S):

NEW VEHICLE - UNIT#: 233879

YR - MAKE - MODEL	SERIAL NUMBER	GVWR	ODOMETER	COLOR	BODY STYLE	SALES TAX	PRICE
2022 INTERNATIONAL HV607 SBA 6X4	3HAEKTAR2NL817040	56,000	UNKNOWN	WHITE	END DUMP		
Vehicle - Price						NO	\$126,080.20
Incl: Duraclass HPT-316 15' 12/14 Yd Dump Body with 45-Ton Pintle Hitch (S/N UNKNOWN)							
Incl: Oil Pan Heater							
5 lb Fire Extinguisher & Triangle Safety Kit						NO	\$160.80
Freight Fee, Tishomingo to Tacoma						NO	\$4,750.00
Freight Fee, Anchorage to Elim, AML						NO	\$18,066.00
Reference Proposal 5342-07 Dated 6/15/2021							
						Product(s) Purchase Price	\$ 149,057.00

By the execution of this Agreement Buyer agrees to purchase the Product(s) described on this and/or additional pages, subject to the acceptance of this Agreement by Seller, pursuant to the terms and conditions on this page and the following Additional Terms and Conditions. Buyer acknowledges that Buyer has received and read both this page and all of the Additional Terms and Conditions.

This Agreement cancels and supersedes any prior understandings or agreements for Buyer's purchase of the Product(s) and, as of the date hereof, comprises the complete and exclusive statement of the terms of the agreement between the parties relating to the Product(s) and any Trade-In Vehicle.

If any representations, specifications, terms or other arrangements are to be relied upon by Buyer, they must be in writing and specifically identified and referenced in this Agreement; otherwise, they will not be binding on or enforceable against Seller. There are no unwritten, oral agreements between the parties.

PRODUCT(S) PURCHASE PRICE	149,057.00
SALES TAX	+ 0.00
TIRE TAX	+ 0.00
FEDERAL RETAIL EXCISE TAX	+ 0.00
TOTAL PURCHASE PRICE	= 149,057.00
LESS TOTAL NET TRADE-IN ALLOWANCE	- 0.00
LESS CASH DOWN PAYMENT	- 0.00
UNPAID BALANCE	= 149,057.00

Buyer: NATIVE VILLAGE OF ELIM

Seller: RWC International, Ltd.

x _____
 Buyer Signature

x 
 Seller Signature

 Date

6/28/2021

 Date

Please Remit Payment To:
 RWC International, Ltd.
 Accounts Receivable
 600 N 75th Ave
 Phoenix, AZ 85043
 Phone: (907) 279-9591



Buyer and Seller further understand and agree that the Sales Order / Sales Invoice is subject to the following terms and conditions, which have been mutually agreed upon:

1. PARTIES TO AGREEMENT; DEFINITIONS. Seller and Buyer agree that this Agreement is made in, and will be performed in, the state of Seller's location designated at the top of the first page of this Agreement. As used in this Sales Order / Sales Invoice, the terms: (a) "Agreement" means Seller's agreement to sell and Buyer's agreement to purchase the Product(s); (b) "Buyer" means Buyer as identified on the first page of this Agreement (even if Buyer finances the purchase of the Product(s) by means of an operating or capital lease where the lessor is the ultimate purchaser of the Product(s) instead of Buyer); (c) "Seller" means the RWC Group company identified at the top of the first page of this Agreement; (d) "Manufacturer(s)" means the entity or entities that manufacture the Product(s), its components, accessories or products, which are being purchased by Buyer, as set forth in this Agreement; (e) "Product(s)" means the new and/or used vehicle(s) and any other components, accessories, products or services that are being purchased by Buyer, as set forth in this Agreement; (f) "Total Purchase Price" means the total amount in U.S. dollars that Seller agrees to sell the Product(s) to Buyer, including any applicable taxes; and (g) "Trade-In Vehicle" means each vehicle that Buyer agrees to sell to Seller in exchange for credit, after deduction for any lien payoff, toward the Total Purchase Price of the Product(s) Buyer is purchasing, if any such vehicle is set forth on the first page of this Agreement. The amount of this credit is in U.S. dollars and is the "Net Trade-In Allowance" on the first page of this Agreement. Seller is not an agent of the Manufacturer(s).
2. WARRANTIES CONCERNING EACH TRADE-IN VEHICLE. Buyer (even if Buyer obtains financing and the ultimate purchaser of Product(s) is a lessor), as the "Trade-In Owner," makes the following warranties concerning each Trade-In Vehicle, if any, listed on the front side of this Agreement.
 - A. The Trade-In Vehicle has not been involved in any collision resulting in any body or chassis damage and does not contain any hidden or latent mechanical defects or hidden or latent defects in the body, chassis or drivetrain. Trade-In Owner otherwise shall deliver to Seller a signed written disclosure of such condition, including the Trade-In Vehicle's accident and repair history.
 - B. Other than the creditor lien for the stated payoff balance, if any is set forth on the front side of this Agreement, the certificate of title to the Trade-In Vehicle is free and clear of any claims, liens, encumbrances, security interests, options to buy, and rights of co-owners. Trade-In Owner is the sole registered owner of the Trade-In Vehicle. If the actual creditor lien payoff is less than on the front side of this Agreement, Seller agrees to credit the difference to the unpaid balance owed to Seller. If the actual creditor lien payoff is more than on the front side of this Agreement, Trade-In Owner agrees to pay the difference to Seller on demand and, if not paid within forty-eight (48) hours, Seller may place a lien for such amount on the vehicle being purchased. Trade-In Owner agrees to deliver to Seller evidence of title satisfactory to Seller or a certificate of title to the Trade-In Vehicle on or before Seller delivers possession of any Product(s) to Buyer.
 - C. The certificate of title for the Trade-In Vehicle does not contain any brand or comment, including but not limited to "REBUILT," "SALVAGE," "RECONSTRUCTED," "JUNK," "DESTROYED," "NON-CONFORMING," "LEMON," "LEMON LAW REPURCHASE" or "FLOOD," or any other designation that would indicate any previous damage to the Trade-In Vehicle.
 - D. The Trade-In Vehicle has not been determined to have an uncorrected non-conformity or a serious or material safety defect as the result of any final determination, adjudication or settlement in any state.
 - E. The Trade-In Vehicle's emission control equipment is intact, standard to the Trade-In Vehicle, and no part of the system has been removed, altered or replaced.
 - F. The Trade-In Vehicle has never sustained hail, flood or water damage.
 - G. The odometer or hour meter on the Trade-In Vehicle, equipment and/or accessories are functional and have not been replaced, disconnected, turned back, turned forward, reset or otherwise tampered with, and the mileage or hours reflected on such odometer or hour meter is the actual mileage or hours on the Trade-In Vehicle, equipment and/or accessories.
 - H. The Trade-In Vehicle's vehicle identification number plate has not been altered or removed.
 - I. Trade-In Owner acknowledges that Seller is relying on the foregoing warranties and that, without such warranties, Seller would not be purchasing the Trade-In Vehicle. Trade-In Owner further acknowledges that a breach of any of the foregoing warranties entitles Seller to rescind this Agreement and/or to recover from Trade-In Owner any damages sustained by Seller resulting from such breach, including attorney's fees and costs.
 - J. The Net Trade-In Allowance may be adjusted in the event that: (1) Trade-In Owner fails to disclose that the certificate of title for the Trade-In Vehicle has been branded for any reason, including but not limited to its status as "Rebuilt," "Salvage," "Reconstructed," "Junk," "Destroyed," "Non-Conforming," "Lemon," "Lemon Law Repurchase," or "Flood" or any other designation that would indicate previous damage to the Trade-In Vehicle; or (2) the Trade-In Vehicle has substantial physical damage or a latent mechanical defect which occurred before Seller took possession of the Trade-In Vehicle and which could not have been reasonably discoverable at the time this Agreement was made; or (3) there are excessive additional miles (i.e., 500 miles or more) on the Trade-In Vehicle after Seller first valued it; or (4) there is a discrepancy in either (i) the mileage on the odometer and the signed odometer statement or (ii) the signed odometer statement and the actual mileage of the vehicle; provided, however, that such remedy does not preclude either party from asserting any other claims or defenses available to such party.
 - K. Trade-In Owner shall execute and deliver to Seller an odometer disclosure statement for the Trade-In Vehicle if and as required by law. Any misrepresentation on the odometer statement will constitute a breach of this Agreement and will entitle Seller to pursue all remedies allowed in equity or at law or, at Seller's option, to cancel this Agreement and/or Seller's purchase of the Trade-In Vehicle.
3. DESIGN CHANGES. Manufacturers reserve the right to change the design of any new motor vehicle, equipment, accessory or part at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, equipment, accessory or part covered by this Agreement, either before or subsequent to delivery thereof to Buyer. Buyer agrees to accept any such changes made by the Manufacturer.
4. DELIVERY. All vehicles purchased by Buyer shall be delivered to Buyer (at the location designated on the front side of this Agreement. Any Trade-In Vehicle purchased by Seller shall be delivered to Seller at Seller's location designated at the top of the front side of this Agreement or such other location as is designated by Seller. Unless otherwise provided, delivery by Seller shall be made via carriers and routes designated by the Manufacturer with freight charges to be included in the Total Purchase Price. Consistent with usual and customary logistical practices and due to the method of transport of Products offered by Seller, new vehicles may have substantial miles on the odometer at delivery. Seller shall not be liable for additional maintenance, normal wear and tear, or depreciation of new vehicles with substantial mileage due to the transport of the vehicle to Seller or to Buyer, and such substantial mileage shall not give Buyer any right to rescind or cancel this Agreement. Seller shall not be liable for a failure to deliver, or a delay in delivering, the Product(s) being sold pursuant to this Agreement where such failure or delay is due to or caused, in whole or in part, by the Manufacturer(s), wars or similar military actions, riots, civil protests, accidents, product shortages, strikes or other labor conditions, fires, storms, floods or other natural disasters, epidemics or pandemics (including by way of illustration Covid-19), governmental regulations or orders, or any other causes beyond the control of Seller or without the gross negligence or willful misconduct of Seller.
5. BUYER DEPOSIT - DEPOSITS MAY BE ACCEPTED AS LISTED ON THE FRONT SIDE OF THIS AGREEMENT.
 - A. Buyer agrees that the deposit, whether by cash, check (whether personal, company, certified or registered), wire transfer or ACH will be held by Seller and will be applied toward the cash portion of the Total Purchase Price, cash down payment, or initial lease-purchase payments, whichever shall apply at the time of delivery.
 - B. Credit cards are not an approved form of deposit, but a credit card payment may be used to reserve a vehicle until an acceptable deposit is received by Seller.
 - C. If this Agreement is cancelled by Seller at no cost, expense, loss or inconvenience to Seller, the deposit will be returned to Buyer within ten (10) days after written request from Buyer.
 - D. It is further agreed that, if Buyer breaches this Agreement at any time after: (1) the Product(s) reach a non-cancelable point at the Manufacturer, (2) the Product(s) are purchased by Seller from another distributor or source, (3) modifications are made to this Agreement at Seller's expense, or (4) Seller has incurred any expenses whatsoever related to the sale of the Product(s), then Seller may, in its discretion, hold the deposit until Seller effects a satisfactory sale or other disposition of the Product(s), in which event Seller will be allowed to retain from the deposit (a) all costs and charges Seller may incur, including flooring charges, until the Product(s) is sold, and (b) damages Seller has suffered by reason of such cancellation or delay; provided, however, in the event the costs and charges incurred and the damages suffered by Seller exceed the deposit, Buyer shall pay to Seller the amount of such excess and, in the event there is a balance after such retention of costs and charges and damages, the balance will be remitted to Buyer.



- E. In addition, if Buyer has delivered a Trade-In Vehicle to Seller and Seller has sold the Trade-In Vehicle, and if Seller cancels this Agreement or this Agreement is terminated or declared void for any reason, this section applies. If the Permitted Allowance (defined below) is less than zero, Buyer agrees to pay to Seller the amount of such deficit within ten (10) days of demand therefore. If the Permitted Allowance is greater than zero, Seller agrees to pay this amount to Buyer. The "Permitted Allowance" equals (1) the Net Received (defined below) multiplied by 85% minus (2) the creditor lien payoff. The "Net Received" equals (i) the sale price received by Seller for the Trade-In Vehicle minus (ii) the sum of Seller's costs of repairs and upgrades to the Trade-In Vehicle plus any taxes paid by Seller.
- F. The foregoing provisions shall not, however, be interpreted to give Buyer any right to cancel this Agreement, but merely set forth the rights to the use or disposition of the deposit in the event this Agreement is cancelled without the consent of Seller.
6. LIMITATION ON WARRANTIES.
- A. NEW PRODUCTS - MANUFACTURER'S WARRANTIES ONLY. Any warranties on any new Product(s) sold under this Agreement are limited solely and only to the published Manufacturer's warranties, if any. **Except for any such warranties made by Manufacturer(s), the new Product(s) are sold without any other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose, each of which is expressly disclaimed.**
- B. USED PRODUCTS - NO WARRANTIES (If the location of Seller is in the State of Arizona, see instead Section 20). **Seller makes no warranties, express or implied (including any implied warranties of merchantability or fitness for a particular purpose, each of which is expressly disclaimed) on any used Product(s) sold under this Agreement, all of which are sold "as is,"** except as may be set forth in any written limited warranty that is granted by Seller in Seller's sole discretion. Further, the applicability of an existing Manufacturer's warranty, if any, on used Product(s) shall be determined solely by the terms of such warranty and Seller shall have no responsibility or liability thereunder.
- C. LIMITED WARRANTY ON SERVICES. Seller warrants that all services performed by Seller in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date of delivery of the Product(s) to Buyer. Buyer's sole and exclusive remedy, and Seller's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. **Seller provides no other warranties, whether express or implied or whether from course of dealing or usage of trade, for Services.** The Services Warranty is strictly limited to services performed by Seller for Buyer. Seller does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any such warranties are solely those that are provided by the third-party service provider.
- D. NO OTHER WARRANTIES. **Except as set forth above in this Section 6, Seller expressly disclaims all warranties of any kind or nature. There are no warranties beyond those specifically set forth on the face of this Agreement.**
7. DENIAL OF FINANCING APPROVAL (If the location of Seller is in the State of Washington, see instead Section 21). If for any reason Buyer's financing approval is not received by Buyer, or this Agreement is terminated or declared void for any reason, this section applies. Buyer will promptly return the Product(s) to Seller. Buyer will pay to Seller, on demand, all reasonable charges and expenses for any damage to or use of the Product(s). If the Product(s) are not returned to Seller within 24 hours of Seller's request, Buyer agrees that (a) Seller may immediately retake possession of the Product(s) by any lawful means and (b) Buyer agrees to pay to Seller, on demand, (i) all costs and expenses paid or incurred by Seller in connection with retaking the Product(s), (ii) the greater of \$1.50 per mile or \$500 per day for the use of each vehicle from the date of delivery of the vehicle as provided herein to the date the vehicle is in the possession of Seller, and (iii) property damage, losses, claims, liabilities, costs and expenses (including attorneys' fees and costs), and other sums to the extent permitted by applicable law. In addition, if Buyer delivers a Trade-In Vehicle to Seller and Seller has sold the Trade-In Vehicle, the provisions of Section 5.E above also shall apply.
8. BUYER'S OBLIGATIONS. Before delivery of any of the Product(s) and in accordance with the terms and conditions on the front side of this Agreement, Buyer shall pay the Unpaid Balance to Seller and execute and deliver to Seller a sales invoice on Seller's form and all other documents and instruments required by Seller, as well as any documents required by Buyer's lender or lessor. Buyer agrees that any misrepresentation made by Buyer on any credit application with respect to this Agreement shall constitute a breach of this Agreement by Buyer and will entitle Seller to pursue all remedies allowed in equity or at law or, at Seller's option, to cancel this Agreement.
9. SECURITY INTEREST. Buyer hereby grants to Seller a security interest in (a) all of the Product(s), (b) all additions, accessories and proceeds thereof, including but not limited to insurance proceeds covering loss, damage, or destruction, and (c) all service contracts and mechanical breakdown policies pertaining thereto. The security interest secures the payment of all amounts Buyer owes to Seller pursuant to this Agreement, including but not limited to the Total Purchase Price. Seller shall have the benefit of, and retain, the security interest granted herein notwithstanding any assignment of any retail installment contract or other financing agreement to a third party.
10. RISK OF LOSS; INSURANCE. Buyer shall assume all risk of loss of and damage to the Product(s) at the earlier of (a) delivery of the Product(s) to Buyer or (b) Buyer's receipt of title to the Product(s). Buyer shall obtain and have in effect insurance covering the Product(s) at the time Buyer assumes the risk of loss as provided above. Seller shall have no responsibility or liability for the Product(s) after the earlier of such times.
11. GOVERNING LAW; VENUE; TIME TO COMMENCE ACTION. Except to the extent that the laws of the United States apply or otherwise control, this Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Seller is located as identified at the top of the front side of this Agreement, without regard to conflict of law principles that would require or permit the application of the laws of any other jurisdiction. Buyer hereby submits to the jurisdiction of the federal and state courts sitting in the county in which Seller is located as identified at the top of the front side of this Agreement. The mandatory venue for any claim, litigation, or other legal or administrative proceeding involving the parties to this Agreement (an "Action") and for any arbitration involving any Action shall be in the county in which Seller is located as identified at the top of the front side of this Agreement. Buyer has one (1) year from the date of delivery of the particular Product(s) to commence an Action against Seller, after which such Action shall be forever barred.
12. LIMITATION OF LIABILITY. **Buyer agrees that Seller shall have no liability to Buyer for any incidental, indirect, special, consequential, or punitive damages or for any loss of income, profits, or anticipated profits, down time or business interruption.**
13. FEES AND EXPENSES. In the event either Buyer or Seller engages the services of an attorney as a result of the breach of this Agreement by the other party, the prevailing party in any legal action or arbitration shall be entitled to reimbursement of its fees and costs of attorneys and experts and court or arbitration costs paid or incurred as a result of the other party's breach. Further, in the event Buyer files for bankruptcy or the appointment of a receiver, or any creditor files for Buyer's bankruptcy and such proceeding is not dismissed within ninety (90) days, Seller shall be entitled to recover all of its attorneys' fees and costs and court costs paid or incurred by Seller with respect to such bankruptcy proceeding, including but not limited to seeking relief from a stay or seeking reaffirmation of Buyer's obligations under this Agreement.
14. EXECUTION AND DELIVERY BY ELECTRONIC TRANSMISSION. If this Agreement or any document or instrument is executed in connection with this Agreement is delivered by facsimile or email pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document or instrument. Additionally, the signature of or on behalf of any party on this Agreement transmitted by way of a facsimile or email shall be considered for all purposes as an original signature. Any such faxed or emailed document or instrument shall be considered to be valid and have the same binding legal effect as an original document or instrument. At the request of Seller, any document or instrument of Buyer that is executed or delivered by facsimile or email shall be re-executed and delivered by Buyer in an original or "wet" form.



- 15. **WAIVER; SEVERABILITY.** No waiver or consent by Seller relating to this Agreement shall be valid or binding unless it is in writing and signed by Seller's authorized officer. If any provision of this Agreement, or the application of such provision to any person or circumstance, is held to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall continue in full force without being impaired or invalidated.
- 16. **NO BROKER; MANUFACTURER INCENTIVES.** Certain Manufacturer's incentives are intended to be used for retail customers at Buyer's location designated at the top of the front side of this Agreement. If at any time Seller determines that Buyer intends to engage in the resale or export of any of the Product(s) that is not in conjunction with further manufacturing or that is not first approved by Seller in writing, Seller shall have the right to cancel this Agreement by notice to Buyer and without any liability to Seller. Buyer represents that Buyer is not purchasing any of the Product(s) with the intent to resell or export the Product(s), except where such resale or export is in conjunction with further manufacturing. If at any time Seller determines that any of the foregoing representations are not true, Buyer shall pay to Seller any Manufacturer's incentives that are charged back to Seller.
- 17. **COMMUNICATION CONSENT.** Seller and any other owner or servicer of this Agreement may (a) use any information Buyer provides to Seller, including but not limited to contact names, location and mailing addresses, email addresses, cellphone numbers, and landline numbers, to contact Buyer for any purposes related to this Agreement, including debt collection and marketing purposes. In addition, Buyer expressly consents to any such contact being made by the most efficient means or technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Buyer is charged for the contact.
- 18. **CONSTRUCTION OF AGREEMENT.** This Agreement is the result of negotiations between the parties, and the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings. The captions in this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. The parties waive the application of any rule of law otherwise applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions should be interpreted or construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft thereof.

Section 19 applies only if Buyer is purchasing a vehicle from a location of Seller in the State of Washington

- 19. **DOCUMENTARY SERVICE FEE.** The documentary service fee or documentation fee shown on the front side of this Agreement is negotiable. The amount of such fee as shown has been agreed upon by Buyer and Seller.

Section 20 applies only if Buyer is purchasing a used vehicle from a location of Seller in the State of Arizona and it modifies Section 6.B above

- 20. **USED VEHICLE - LIMITED WARRANTY IN ARIZONA:** Seller hereby warrants that the vehicle will be fit for the ordinary purposes for which the vehicle is used for 15 days or 500 miles, whichever is earlier, except with regard to particular defects disclosed on the first page of this Agreement. Buyer will have to pay \$25.00 for each of the first two repairs if this warranty is violated. This is the only warranty provided by Seller for the used vehicle. Seller otherwise makes no other warranties, express or Implied, for any of the Product(s) sold to Buyer.

Section 21 applies only if Buyer is purchasing the vehicle from a location of Seller in the State of Alaska and it replaces Section 7 above

- 21. **DENIAL OF FINANCING APPROVAL.** If Buyer's final financing is not approved and, as a result, the transaction is not completed, and if Seller has delivered a vehicle to Buyer, then (a) Buyer shall, at Buyer's cost, deliver the vehicle to Seller at the location identified at the top of the front side of this Agreement, (b) the Trade-In Vehicle, if any, shall be returned to Buyer at Seller's location identified at the top of the front side of this Agreement in the same condition as received and with no more than 100 miles accumulated on the odometer, and (c) Seller shall return Buyer's entire down payment minus the following amounts owed to Seller, if Buyer made an intentional misrepresentation on its credit application or financial statement, (i) Buyer shall reimburse Seller for the use of the vehicle in excess of 100 miles at a rate equal to the greater of \$0.45 per mile or the business mileage rate applied by the IRS at the time the vehicle is returned to Seller, and (ii) Buyer shall be responsible for damages to the vehicle that occurred while the vehicle was in Buyer's possession and for parking tickets, towing fees, storage fees, impound fees and other similar charges incurred by Buyer while the vehicle was in Buyer's possession.

- 22. **COUNTERPART SIGNATURES.** This Agreement may be executed by the parties in counterparts, each of which shall be an original and both of which together shall constitute one and the same Agreement.

- 23. **ARBITRATION CLAUSE - TO BUYER ("YOU" OR "YOUR"); THIS ARBITRATION CLAUSE SIGNIFICANTLY AFFECTS YOUR RIGHTS IN ANY CLAIM, DISPUTE OR CONTROVERSY (A "DISPUTE") WITH SELLER ("WE"). YOU SHOULD READ THIS ARBITRATION CLAUSE CAREFULLY BEFORE SIGNING THIS AGREEMENT.**
 - A. SUBJECT TO THE TERMS HEREOF, IN THE EVENT THERE IS ANY DISPUTE BETWEEN US, IT WILL BE DECIDED BY ARBITRATION AND NOT IN COURT BY A JUDGE OR JURY. YOU EXPRESSLY WAIVE ANY RIGHT TO A JURY TRIAL.
 - B. IF A DISPUTE IS ARBITRATED, YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US, INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
 - C. DISCOVERY AND RIGHTS TO APPEAL IN AN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND SELLER WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. THE INFORMATION THAT YOU AND WE MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT.
 - D. All disputes between us (individually a "party" and collectively the "parties"), whether in contract, tort or otherwise, and including the interpretation and scope of this clause, and the arbitrability of the dispute, between you and us or our employees, agents, successors or assigns, which arises out of or relates to this Agreement or any resulting matters, shall, at your or our election, be resolved by neutral, binding arbitration in a manner consistent with the laws of the state in which Seller is located as designated at the top of the front side of this Agreement. Any dispute shall be arbitrated on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. If the parties are not able to agree upon a single arbitrator within ten (10) days following demand therefore, then the arbitrator will be appointed by Judicial Arbitration and Mediations Services. The parties recognize, acknowledge and agree that the designated arbitrator will be an independent individual, not affiliated or related to either party, and that any dispute between the parties will not be heard and decided by a judge or jury.
 - E. Each party shall pay one-half of the arbitrator's fees and costs, unless one party is determined by the arbitrator to be the prevailing party, in which case the arbitrator, subsequent to the arbitration itself, may award to the prevailing party its share of the arbitrator's fees and costs, and award to the prevailing party the reasonable fees and costs of its attorneys and experts. The arbitrator's decision and/or award shall be final and binding on the parties and may be entered as a judgment and enforced in any court of competent jurisdiction.
 - F. You and we retain the right to self-help remedies, such as repossession. You and we retain the right to seek remedies in bankruptcy court for disputes within its jurisdiction, unless such action is transferred, removed or appealed to a different court or is arbitrated. This Section 23 shall survive any termination or assignment of this Agreement. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable.

By setting forth his or her initials, Buyer acknowledges that this Agreement contains the above arbitration provision, and agrees that he or she has read and agrees to the same:

BUYER'S INITIALS _____

OFFER OF EXTENDED WARRANTY



RWC International, Ltd.
7880 Sandlewood Place
Anchorage, AK 99507
P: (907) 279-9591
www.RWCGroup.com

REF. SALES INVOICE: VA102000063

ORDER STATUS SOLD
INVOICE DATE 6/28/2021
DELIVERY DATE 6/28/2021
SALESPERSON M. Lash
CUSTOMER REFERENCE RK061621
PAYMENT TERMS NET 30

BUYER:
NATIVE VILLAGE OF ELIM
PO BOX 39070
ELIM, AK99739
P: (907) 890-3737
E: fseddie22@gmail.com

DELIVER TO
NATIVE VILLAGE OF ELIM
C/O ALASKA MARINE LINES
660 WESTERN DRIVE
ANCHORAGE, AK 99501
P: (907) 890-3737

Table with 6 columns: YR - MAKE - MODEL, UNIT NUMBER, CONDITION, SERIAL NUMBER, ODOMETER, BODY STYLE. Row 1: 2022 - INTERNATIONAL - HV607 SBA 6X4, 233879, NEW, 3HAEKTAR2NL817040, UNKNOWN, END DUMP

NEW VEHICLE

[Initial] Accept Extended Warranty: The undersigned elects to purchase the manufacturer or third party extended service, warranty and/or maintenance contract identified below. Seller has no responsibility under such contract. See the Sales Invoice for the manufacturer's warranties and the disclaimer of all other warranties for the purchase of the vehicle.

Table with 1 column: POLICY/TERM/TYPE/DESCRIPTION. Row 1: NONE

[Initial] Extended Warranty Declined or Unavailable: If available, the undersigned declines to purchase any of the extended service, warranty and maintenance contracts offered by the manufacturer or third party. If such contracts are unavailable, the undersigned acknowledges the same. See the Sales Invoice for the manufacturer's warranties and the disclaimer of all other warranties for the purchase of the vehicle.

If available, the undersigned acknowledges having been offered the option to purchase an extended service, warranty and/or maintenance contract for the vehicle being purchased and having each option presented and explained to the undersigned. The undersigned also acknowledges that, by accepting the option initialed, the undersigned made a voluntary decision whether to purchase an extended service, warranty and/or maintenance contract for such vehicle and understands that all other warranties and the disclaimer of warranties are in the Sales Invoice for the vehicle. If Seller is located in Alaska, see the attached Addendum.

NATIVE VILLAGE OF ELIM
Name

Signature

Date



RWC International, Ltd.
 7880 Sandlewood Place
 Anchorage, AK 99507
 P: (907) 279-9591
 www.RWCGroup.com

DELIVERY RECEIPT

REF. SALES INVOICE: VA102000063

ORDER STATUS SOLD
 INVOICE DATE 6/28/2021
 DELIVERY DATE 6/28/2021
 SALESPERSON M. Lash
 CUSTOMER REFERENCE RK061621
 PAYMENT TERMS NET 30

BUYER:
 NATIVE VILLAGE OF ELIM
 PO BOX 39070
 ELIM, AK99739
 P: (907) 890-3737
 E: fseddie22@gmail.com

DELIVER TO:
 NATIVE VILLAGE OF ELIM
 C/O ALASKA MARINE LINES
 660 WESTERN DRIVE
 ANCHORAGE, AK 99501
 P: (907) 890-3737

NEW VEHICLE - UNIT#: 233879

YR - MAKE - MODEL	SERIAL NUMBER	GVWR	ODOMETER	BODY STYLE
2022 - INTERNATIONAL - HV607 SBA 6X4	3HAEKTAR2NL817040	56,000	UNKNOWN	END DUMP
ITEMS OWED TO BUYER:				
NONE				

The undersigned acknowledges receipt of the Product(s) described above. The condition of the Product(s) is completely acceptable to the undersigned, subject to Seller providing the Items Owed set forth above, if any. The undersigned assumes all risk of loss with respect to the Product(s) in accordance with the Sale Order for such Product(s).

 Name

 Signature

 Date

EXEMPTION CERTIFICATE – GOVERNMENTAL UNIT

I hereby certify that I am _____ [Title of Officer] of _____ [State or local government] that I am authorized to execute this certificate, and that:

[Check applicable type of certificate]

_____ the article or articles specified in the accompanying order, or on the reverse side hereof, (or)

_____ all orders placed by the purchaser for the period commencing _____ (Date) and ending _____ (Date) [period not to exceed 12 calendar quarters], are or will be purchased

from _____ (Name of Seller) for the exclusive use

of _____ (Governmental unit) Of _____ (State or local government).

I understand that the exemption from tax in the case of sales of articles under this exemption certificate to a State, etc., is limited to the sale of articles purchased for its exclusive use. I understand that fraudulent use of this certificate for the purpose of securing this exemption will subject me and all parties making such fraudulent use of this certificate to a fine of not more than \$10,000, or to imprisonment for not more than 5 years, or both, together with costs of prosecution.

X

Signature

Printed Name, Title

Address

U.S. EPA Diesel Emission Reduction Program

Certificate of Engine/Chassis Destruction

EPA Grantee Name: Native Village of Elim

EPA Grant No.: 2nd Cycle VW Trust

Subgrantee Name: Lead Agency: Kawerak, Inc.

Vehicle Owner Name: Native Village of Elim

Vehicle Owner Address: PO Box 39070, Elim, AK 99739-0070

Old Vehicle/Chassis Information

Make:	NAVISTAR	Vehicle ID Number:	2HSFMAHROSC093567
Model:	9200	Odometer Reading:	_____ miles
Year:	1995		

Old Engine Information

Make:	N/A	Horsepower:	N/A
Model:	N/A	ID or Serial No.:	N/A
Year:	N/A		

Name of Dismantler: _____

Address of Dismantler: _____

Date Vehicle Accepted by Dismantler: _____

Signature of Dismantler: _____

EPA Grantee/Subgrantee Authorized Representative:

Date engine/chassis disabled: _____

Statement: I certify that within 90 days of replacement, the old engine and chassis (where applicable) have been permanently disabled. Disabling the engine consists of cutting or punching a three inch by three inch (3" x 3") hole in the engine block. Disabling the chassis consists of cutting completely through the frame/frame rails on each side of the vehicle/equipment at a point located between the front and rear axles. If other, pre-approved scrappage methods were used, details and documentation are attached. Photos of the disabled engine/chassis that are required pursuant to the Terms and Conditions of the EPA award agreement are attached to this Certificate of Vehicle/Engine Destruction.

Authorized Name: Robert A Keith Print Name

Authorized Signature: Robert A Keith Date: 9/24/2021

Note: Documentation must include JPEG images of the following, with corresponding file names:

- | | | | |
|----------------------------|-----------------------------|--------------------------------|----------------------|
| 1) Side profile of vehicle | 3) Engine label | 5) Engine block, prior to hole | 7) Others, as needed |
| 2) VIN | 4) Chassis rail cut in half | 6) Engine block, after hole | |