Disposal of Oily Waste and Spent amical
Cleaning Mat'ls

SUN PETROLEUM PRODUCTS COMPANY
A Division of Sun Oil Company of Pennsylvania
Corpus Christi Refinery
P.O. Box 2608
Corpus Christi, Texas 78403

☐ PURCHASE REQUISITION/ORDER

☒ CONTRACT RELEASE

NOTE. SHOW ORDER AND CONTRACT NUMBERS ON ALL INVOICES PACKAGES CORRESPONDENCE BILLS OF LADING SHIPPING PAPERS. PACKING LISTS & DELIVERY TICKETS

IFORMATION REGARDING THIS ORDER CAN BE SUPPLIED BY	TYPED BY
L.L. Glasgow	cv

ELIVER BY (DATE)	SHIP VIA	DATE	ORDER NO	CONTRACT NO
	truck	3/9/81	C10871	

CCOUNT OR APPROPRIATION NUMBER	TERMS
	net 30

ALES OR USE TAX	EXEMPT	SUBJECT	NOT SUBJECT	CITY OR STATE	F O B.
	X			TX	Your Plant

TO
Chemical Waste Management, Inc.
PO Box 9295
Corpus Christi, Texas 78408

INVOICE IN TRIPLICATE TO:
SUN PETROLEUM PRODUCTS COMPANY
A Division of Sun Oil Company of Pennsylvania
P.O. Box 2608
Corpus Christi, Texas 78403
Attention: Materials Management

ATTACH TO INVOICE RECEIPTED FREIGHT BILLS OR BILLS OF LADING COVERING ANY TRANSPORTATION CHARGES INCLUDED.

SHIP TO: SAME AS "INVOICE TO" UNLESS OTHERWISE NOTED HERE

PLEASE SUPPLY, SUBJECT TO TERMS OF THIS ORDER

ITEM	QUANTITY	UNIT	QUAN. REC'D	DEL. NO.	DESCRIPTION	UNIT PRICE	AMOUNT
					This Contract is issued for furnishing facilities to		
					treat and/or dispose of the following materials:		
					Compensation		
					Material Price		
					Turn-Around Reagents 24¢/gallon		
					(as described by characteristics		
					listed in Chemical Waste Management		
					Rate Sheet dated 2/5/81)		
					Additional Cyanide, Suffide or phenol above 0.5% will		
					be accepted at the rate of 0.01¢/gallon per each additional		
					10,000 ppm (each additional 1%)		

PLAINTIFF'S EXHIBIT
KRC-633

Contined Page #2

PROCESS NO	DEL. NO.	INIT.	RECEIVED DATE	RECEIVED VIA	CAR NO	WEIGHT	FREIGHT COL	FREIGHT PPD	FREIGHT INVOICE NUMBER	FREIGHT INVOICE CHARGE
	1									
	2									
	3									

PURCHASING AUTHORITY [signature] AUTHORIZED BY [signature] APPROVED BY [signature]

S (B) 00872

SUN 5070-1 E PTD. IN U.S.A.

RECEIVING / ACCOUNTS PAYABLE 2A

Chemical Waste Management, Inc. | PAGE 2 OF 4

INFORMATION REGARDING THIS ORDER CAN BE SUPPLIED BY: L.L. Glasgow | ORDER NO.: C10871 | CONTRACT NO.:

ITEM	QUANTITY	UNIT	QUAN. REC'D.	DEL. NO.	DESCRIPTION	UNIT PRICE	AMOUNT

Material — Price

API and Digestor Sludges — 25¢/gallon

(as described by characteristics listed in Chemical Waste Management Rate Sheet dated 2/5/81)

Additional Waste Materials not presently identified by this document will be subject to negotiation at time of disposal.

Owner agrees to reimburse Chemical Management, Inc. in accordance with their attached rate schedule dated 2/5/81, and prices shall be firm for the duration of this Contract.

TERMS

The terms of this Contract shall commence on March 6, 1981 and expire March 31, 1982 unless terminated by Owner with a thirty (30) days written notice.

MANNER AND TIMES OF PAYMENT

Owner will reimburse Chemcial Waste Management, Inc. upon receipt of an invoice documented with a copy of the shipping manifest and this Purchase Release Number C10870.

Continued page 3

PROCESS NO.	ACCT. UNIT.	RECEIVED DATE	RECEIVED VIA	CAR NO.	WEIGHT	FREIGHT COL.	FREIGHT PPD.	FREIGHT INVOICE NUMBER	FREIGHT INVOICE CHARGE
	1								
	2								
	3								

PURCHASING AUTHORITY | AUTHORIZED BY | APPROVED BY

S (B) 00873

INFORMATION REGARDING THIS ORDER CAN BE SUPPLIED BY: L.L. Glasgow | ORDER NO.: C10871 | CONTRACT NO.:

ITEM	QUANTITY	UNIT	QUAN. REC'D.	DEL. NO.	DESCRIPTION	UNIT PRICE	AMOUNT

TITLE & RISK OF LOSS

Title and risk of loss shall pass from Sun Petroleum Company to Chemical Waste Management, Inc. for each lead as it is discharged from Contractor's vehicles into Chemical Waste Management, Inc.

WARNING: Chemical Waste Management, Inc. acknowledges Sun Petroleum warning that the waste products which Chemical Waste Management, Inc. receives from Sun Petroleum bear or contain chemical or other hazardous materials which may be, or may become by chemical reaction or otherwise, directly or indirectly, hazardous to life, health, or property by reason of toxicity, flamability, explosiveness, or for other similar or different reasons during use, removal, handling, reconditioning, disposal, etc.

Chemical Waste Management, Inc. understands that no charge in this broad warning shall bind Sun Petroleum unless made in writing by Sun Petroleum's authorized agent. No specific or additional warning shall be deemed to limit this broad warning, and if the additional specific warning is inadequate, all other terms and conditions of this agreement shall still apply. No cousse of action by Sun Petroleum shall limit this broad warning.

Continue Page #4

PROCESS NO.	DET.	INIT.	RECEIVED DATE	RECEIVED VIA	CAR NO.	WEIGHT	FREIGHT COL.	FREIGHT PPD.	FREIGHT INVOICE NUMBER	FREIGHT INVOICE CHARGE
	1									
	2									
	3									

PURCHASING AUTHORITY | AUTHORIZED BY | APPROVED BY

S (B) 00874

Chemical Waste Management, Inc. PAGE 4 OF 4

INFORMATION REGARDING THIS ORDER CAN BE SUPPLIED BY: L.L. Glasgow

ORDER NO.: C10871

CONT NO.:

ITEM	QUANTITY	UNIT	QUAN. REC'D.	DEL. NO.	DESCRIPTION	UNIT PRICE	AMOUNT
					Chemical Waste Management, Inc. agreesto give warning of the possible hazard to any person or persons to whom Chemical Waste Management, Inc. delivers the waste products or whom Chemical Wastee Management, Inc. can reasonably foresee may be exposed to their hazards; this agreement to give warning does not limit in any way any indemity or assemption of liability provisions of this contract.		
					NOTE: This Contract replaces No. 400-80-480 to International Pollution Company.		

PROCESS NO.	DEL. NO.	INIT.	RECEIVED DATE	RECEIVED VIA	CAR NO.	WEIGHT	FREIGHT COL.	FREIGHT PPD.	FREIGHT INVOICE NUMBER	FREIGHT INVOICE CHARGE
	1									
	2									
	3									

PURCHASING AUTHORITY | AUTHORIZED BY | APPROVED BY

S (B) 00875

SUN-5677-A PTD. IN U.S.A.

Chemical Waste Management, Inc.
P. O. Box 9295 · Corpus Christi, Texas 78408 · 512/852-8284

C-10871

February 5, 1981

Sun Petroleum Products
William S. (Bill) Richardson
Manager of Materials
P. O. Box 2608
Corpus Christi, Texas 78403

Dear Mr. Richardson:

This letter is to confirm the waste disposal agreements we discussed on Wednesday, February 4, 1981.

The clauses and allowances of this agreement have been reviewed with the general manager of our Corpus Christi facility, Peter Miller. His approval of this document, and the clauses and agreements herein, is voiced by his signature.

Disposal of the Turn-Around Reagents

It is agreed upon that the principal cleaning reagents for the turn-around operation are likely to include HCl and EDTA, sodium gluconate, sodium phosphate, sodium nitrite, and ammonia and water. Other cleaning reagents also may become necessary, if needed. And, all additional reagents used shall be ionizable in water.

Disposal Fee . . . . . .24¢/gallon

Physical Characterisitics of the Final Waste Streams Agreement

pH . . . . . variable, 1 to 14
% solids . . . . . 0 to 5%
% oil . . . . . 0 to 2%
color . . . . . variable
cyanide, sulfide or phenol . . . . . (maximum allowance) 5,000 ppm
additional cyanide, sulfide or phenol above .5% will be accepted at the rate of .01¢/gallon per each additional 10,000 ppm (each additional 1%)
flash point . . . . . above 105°F
approximate ttl volume . . . . . 232,000 gallons

Disposal of the API and Digestor Sludges

It is agreed upon that the principal constituents of this waste are likely to include sludge in the form of solid organic complexes, small amounts of oil and ionized salts and oxides of various heavy metals. Trace contaminations of sodium hydroxide and other alkaline reagents may also be present.

Disposal Fee . . . . . .25¢/gallon

Physical Characteristics of the Final Waste Stream Agreement

pH . . . . . variable, 7 to 14
% solids . . . . . (maximum allowance) 30%
additional solids above 30% will be accepted at a rate of .01¢/gallon per each additional 3% solids
% oil 10%
additional oil above 10%: same as above
color . . . . . .variable
cyanide, sulfide or phenol (maximum allowance) 5,000 ppm
additional cyanide, sulfide or phenol above .5% will be accepted at the rate of .01¢/gallon per each additional 10,000 ppm (each additional 1%)
flash point . . . . . above 105°F
volume . . . . . variable

Again, Mr. Richardson, on behalf of Chemical Waste Management and our staff, I extend our greatest appreciation for this opportunity to serve you. Should you have any questions, please contact me at my office.

Sincerely,

Sam Madison

Sam Madison
Technical Representative,
Chemical Waste Management, Inc.

General Manager,
Chemical Waste Management/Corpus Christi

SM:th

C-108-1

FACILITY & OPERATIONS INFORMATION

BUSINESS ADDRESS

Chemical Waste Management, Inc.
P.O. Box 9295
Corpus Christi, Texas 78408

SITE ADDRESS

Chemical Waste Management, Inc.
6901 Greenwood Road
Corpus Christi, Texas 78417

MANIFEST INFORMATION

EPA Facility No.....TXD000761254
TDWR/TDH No.....01337
Emergency Phone.....(512) 852-8284

CONTACTS

Sam Madison, Technical Representative.....(512) 852-8284
Peter G. Miller.....General Manager
Kathy Cates.....Secretary
Kathy Ahlers.....Lab Tech/Chemist

Our operating hours are primarily from 8:00 am to 8:00 pm, daily; acceptance of waste streams outside these hours can be arranged by phone during regular business hours at no additional expense.

C-1-871

Chemical Waste Management, Inc.
P. O. Box 9295 · Corpus Christi, Texas 78408 · 512/852-8284

April 8, 1981

Sun Petroleum Products Company
Mr. J.R. Kampfhenkel
P.O. Box 2608
Corpus Christi, Texas 78403

Dear Mr. Kampfhenkel:

Please find enclosed facility and operations information that we believe your company will find helpful.

We also submit to you at this time copies of our short-form contract... brief and concise, you will notice that this abbreviated legal agreement will require only a minimum of your time to complete and return.

CWM, Inc., Corpus Christi, asks that your company complete and return our short form contract as soon as possible for each waste stream that we are currently receiving from you, as this requirement is a company-wide mandate by our Corporate headquarters in Oakbrook, Illinois.

If I can be of any further assistance, please contact me.

Respectfully yours,

CHEMICAL WASTE MANAGEMENT, INC.

Sam Madison

Sam Madison
Technical Representative

SM/kc

Enc.

Chemical Waste Management, Inc.
P. O. Box 9295 · Corpus Christi, Texas 78408 · 512/852-8284

IMPORTANT FACTS FOR THE GENERATOR

I. CONTRACT CLARIFICATIONS

A. If your company has shipped waste to our facility in the recent past that you may have regarded as a one-time only disposal need, please, still endeavor to complete our short-form contract. We ask that you do this for record documentation only and not as an obligation to repeat this waste stream. However, if in the future should this same waste stream be generated again, acceptance will require no additional documentation. This option is especially useful to the refining and petrochemical industries as they are periodically involved with turnaround procedures each year.

B. For frequent daily, weekly or monthly generators, our short-form contract, as stated earlier, is standard, required procedure and offers complete indemnification.

C. For new generators from which Chemical Waste Management, Inc., Corpus Christi has not yet begun receiving waste, please accept and regard our enclosed short-form contracts as valid proposals for the waste streams specified in each contract.

D. At the generator's request Chemical Waste Management, Inc. will arrange transportation for your company's waste if you so desire. Chemical Waste Management, Inc., Corpus Christi has no trucks of its

Chemical Waste Management, Inc.
P. O. Box 9295 · Corpus Christi, Texas 78408 · 512/852-8284

own but arranges this service thru various transporters throughout the state of Texas. Our fee for this service is the exact amount of the billing from the transporter, plus ten percent.

II. GENERAL WASTE ACCEPTANCE PARAMETERS

These parameters apply to all waste streams at all times, and are based upon the laws, guidelines and recommendations of the Texas Department of Water Resources, the Environmental Protection Agency and Waste Management, Inc., Oak Brook, Illinois.

PARAMETER	LIMITATIONS
PH	No limitations
Alkalinity	No limitations
Acidity	No limitations
% solids (General)	less than 10% preferred
% solids (High solid generators)	40% maximum acceptance
% aqueous	No limitations
% oil	No limitations
BTU value	No limitations
Anodic corrosivity	Max. of 50 MPY and negotiable
Cathodic corrosivity	Max. of 50 MPY and negotiable
Flash point (General)	140 deg. F or above
Flash point (Low flash Generators)	105 deg. F is absolute min.
Color/turbidity	No limitations

Chemical Waste Management, Inc.
P. O. Box 9295 · Corpus Christi, Texas 78408 · 512/852-8284

III. TREATMENT SYSTEMS EMPLOYED AT CWM-CC

A. Deep well injection

B. Chemical oxidation

C. Chemical Neutralization

D. Chemical floculation

E. Oil/sludge solidification

F. Limited secure landfill

G. Chemical dilution

Note: Waste Management, Inc. has purchased the sea-going incinerator, the "Vulcanus". It will be setting port in the United States late summer of 1981.

Waste Transfer and Disposal Agreement

On this 24 day of April, 19 81, the parties, SUN PETROLEUM COMPANY, A Division of Sun Oil Company of Pennsylvania a Delaware corporation with its principal offices at 1608 Walnut Street Philadelphia, Pennsylvania 19103 (hereinafter called "Generator"), and Chemical Waste Management, a corporation with its principal offices at P. O. Box 9295 Corpus Christi, Texas 78408, (hereinafter referred to as "Disposer"), have agreed as follows:

1. **WASTE MATERIALS.** During the term of this Agreement, Generator will provide to Disposer Generator's entire output of certain waste materials generated at The Suntide Refinery, Corpus Christi, Texas (up to a maximum of 100,000 gallons per month), the chemical composition and physical characteristics of which materials are described in the "Generator's Waste Material Profile Sheet," Code designation _____, attached hereto, and incorporated herein.

2. **DISPOSER SERVICES.** Disposer agrees to provide Generator the following services, as indicated by the initials of Disposer in one or more of the following boxes:

a. [ ] Loading of the described waste materials onto transportation vehicles, cars or vessels.

b. [ ] Transportation of the described waste materials from _____ to the permitted storage facility at _____

c. [ ] Transportation of the described waste materials from _____ to the disposal facility next following.

d. [CWM] Disposal of the described waste materials, in a manner permitted by law, at the following facility: _____

3. **FEES AND BILLING.** For those services provided by Disposer, Generator will pay Disposer a fee as follows:

For The Waste Stream SPENT Acids, The Disposal Fee is $ .2400 (per gallon)

HCl, H_2SO_4, H_3PO_4

OR ETHYLENEDIAMINETETRAACETIC Acid

Disposer shall submit monthly statements to Generator which shall be paid not later than thirty (30) days from date of receipt. Disposer shall retain copies of statements for at least five (5) years, as a record of disposal.

4. **TERM.** This Agreement shall have a term of one year from the date hereof, unless some shorter period is hereafter entered:
Either party may terminate this Agreement, with or without cause, upon Thirty days' written notice to the other party.

5. **TRANSFER OF WASTES AND TITLE.** Generator's waste materials, so described, will be transferred to Disposer at the following place, times, frequencies and quantities:

DISPOSAL SITE ADDRESS:	BUSINESS HOURS:	FREQUENCY & QUANTITY:
Chemical Waste Management 6901 Greenwood Road Corpus Christi, Texas	24 hours, 7 days, prior phone call required	Up to 100,000 gallons/r per waste stream

© WASTE MANAGEMENT, INC. 1980

At the time Disposer takes possession of, and removes, waste materials from the place of transfer, or at the time Disposer accepts delivery of the waste materials at the designated storage or disposal facility, whichever circumstance is applicable, title, risk of loss and all other incidents of ownership to the waste materials shall be transferred from Generator and vested in Disposer.

In the event waste materials are discovered to be non-conforming, Disposer may revoke its acceptance of the materials. A justified revocation of acceptance shall operate to revest title, risk of loss and all other incidents of ownership in Generator, at the time revocation is communicated to Generator. Waste materials shall be considered non-conforming, for purposes of this Agreement: (i) if they are not in accordance with the descriptions, limitations or specifications stated in the attached Waste Material Profile Sheet; or (ii) if they have constituents or components, not specifically identified in the Waste Material Profile Sheet, (a) which increase the nature or extent of the hazard and risk undertaken by Disposer in agreeing to handle, load, transport, store, treat or dispose of the waste materials, or (b) for whose storage, treatment or disposal the Disposal Facility is not designed or permitted.

Waste materials discovered by Disposer to be non-conforming, if they are in Disposer's possession, shall be prepared for lawful transportation and returned to Generator within a reasonable time, not to exceed seven days, after notice of revocation of acceptance has been communicated to Generator, unless within such time the parties agree to some alternative lawful manner of materials disposition. Generator shall pay Disposer its reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for non-conforming waste materials returned to Generator under this paragraph.

6. **DISPOSER WARRANTIES.** Disposer warrants that: it understands the currently known hazards which are presented to persons, property and the environment in the transportation, storage and disposal of the described waste materials; it will transport, store and dispose of such materials in full compliance with all governmental laws, regulations and orders; the storage and disposal facilities above described are now licensed and permitted to store and dispose of waste materials within the description of Paragraph 1; and, in the event the storage or disposal facility loses its permitted status hereafter during the term of this Agreement, Disposer will promptly notify Generator of such loss.

7. **GENERATOR WARRANTIES.** Generator warrants that: the description of its waste materials, made in Paragraph 1, is true and correct; waste materials to be transferred to Disposer will conform to such description; containers of waste materials transferred to Disposer will be marked, labeled and otherwise in conformance with governmental laws, regulations and orders; he holds clear title to all waste materials to be transferred hereunder; he is under no legal restraint or order which would prohibit transfer of possession or title to such materials to Disposer for transportation and storage or disposal; and he has, and will during the term hereof, communicate to Disposer those hazards and risks known or learned by the Generator to be incident to the handling, transportation, storage and disposal of the waste materials.

8. **INDEMNIFICATION.** Disposer agrees to indemnify, save harmless and defend the Generator from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, (including costs of defense, settlement and reasonable attorneys' fees), which it may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, caused, in whole or in part, by (i) Disposer's breach of any term or provision of this Agreement; or, (ii) any negligent or wilful act or omission of the Disposer, its employees or subcontractors in the performance of this Agreement.

Generator agrees to indemnify, save harmless and defend the Disposer from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, (including costs of defense, settlement and reasonable attorneys' fees), which it may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, caused, in whole or in part, by (1) Generator's breach of any term or provision of this Agreement; or, (ii) any negligent or wilful act or omission of the Generator, its employees or subcontractors in the performance of this Agreement.

9. **INSURANCE.** Disposer shall procure and maintain, at its expense, during the term of this Agreement, at least the following insurance, covering activities, performed under, and contractual obligations undertaken in, this Agreement

	COVERAGE	LIMITS
(a)	Workmen's Compensation	Statutory
(b)	Employer's Liability	$500,000 each occurrence
(c)	Public Liability (bodily injury)	$5,000,000 combined single limit
(d)	Public Liability (property damage)	same as (c) above
(e)	Automobile Liability (bodily injury)	$200,000 each person $500,000 each occurrence
(f)	Automobile Liability (property damage)	$50,000 each occurrence

S (B) 00884

Disposer agrees to furnish insurance certificates, showing ... sposer's compliance with this Section, upon ...tten request of the Generator.

10. WORK ON GENERATOR'S PREMISES. Generator agrees to provide Disposer, its employees and subcontractors a safe working environment for any work, in performance of this Agreement, which must be undertaken on premises owned or controlled by the Generator. Disposer, its employees and subcontractors shall comply with the Generator's safety procedures while on the Generator's premises, provided such procedures are conspicously and legibly posted in the working area or have been delivered, in writing, to Disposer prior to the commencement of work on the Generator's premises.

11. INDEPENDENT CONTRACTOR. Disposer is and shall perform this Agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither Disposer nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the Generator.

12. INSPECTIONS. The Generator shall have the right to inspect and obtain copies of all written licenses, permits or approvals, issued by any governmental entity or agency to Disposer or its subcontractors which are applicable to the performance of this Agreement; to inspect and test, at its own expense, transportation vehicles or vessels, containers or disposal facilities provided by Disposer; and to inspect the handling, loading, transportation, storage or disposal operations conducted by Disposer in the performance of this Agreement. Such inspections are encouraged by Disposer.

13. EXCUSE OF PERFORMANCE. The performance of this Agreement, except for the payment of money for services already rendered, may be suspended by either party in the event the delivery or transportation of the described waste materials by Generator, or transportation, storage or disposal of such materials by Disposer are prevented by a cause or causes beyond the reasonable control of such party. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood, or sabotage; lack of adequate fuel, power, raw materials, labor or transportation facilities; governmental laws, regulations, requirements, orders or actions; breakage or failure of machinery or apparatus; national defense requirements; injunctions or restraining orders; labor trouble, strike, lockout or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment).

14. DELEGATION AND ASSIGNMENT. Disposer may at any time, upon written notice to the Generator, delegate, orally or in writing, the performance of the work, or any portion thereof, which is by this Agreement undertaken by Disposer; provided, however, Disposer may not, without the prior written consent of Generator, cause the storage or disposal of the waste materials at any facility other than those specified in Sections 2 (b) or 2 (d) of this Agreement. Any such delegation shall not operate to relieve Disposer of its responsibilities hereunder and, notwithstanding any such delegation, Disposer shall remain obligated to the Generator in these undertakings. Either party may, at any time, upon written notice to the other party, assign its rights under this Agreement.

15. NOTICE. Any notice to be given under this Agreement shall be in writing and delivered to the address of the respective party below:

GENERATOR:

DISPOSER:

Chemical Waste Management
P. O. Box 9295
Corpus Christi, Texas 78408 ac(512)852-8284

16. LAW TO APPLY. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of TDWR and EPA.

17. ENTIRE AGREEMENT. This Agreement represents the entire understanding and agreement between the parties hereto relating to the transportation, storage, treatment, processing and disposal of the described waste materials and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same and supersedes any and all terms and conditions which may be contained in any purchase orders, issued by the Generator prior or subsequent to this Agreement.

In no event shall the preprinted terms or conditions found on any Disposer or Generator purchase or work order be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both parties; such preprinted terms or conditions shall be considered null and of no effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

GENERATOR:

Sun Petroleum Products Company

By: Leland L. Glasgow

Title: Purchasing Manager

DISPOSER:

Chemical Waste Management

By: Peter G. Miller Peter G. Miller

Title: General Manager

S (B) 00886

Waste Transfer and Disposal Agreement

On this 24 day of April, 19 81, the parties, SUN PETROLEUM COMPANY, A Division of Sun Oil Company of Pennsylvania a Delaware corporation with its principal offices at 1608 Walnut Street Philadelphia, Pennsylvania 19103 (hereinafter called "Generator"), and Chemical Waste Management, a _____ corporation with its principal offices at P. O. Box 9295 Corpus Christi, Texas 78408, (hereinafter referred to as "Disposer"), have agreed as follows:

1. **WASTE MATERIALS.** During the term of this Agreement, Generator will provide to Disposer Generator's entire output of certain waste materials generated at The Suntide Refinery, Corpus Christi, Texas (up to a maximum of 100,000 gallons per month), the chemical composition and physical characteristics of which materials are described in the "Generator's Waste Material Profile Sheet," Code designation _____, attached hereto, and incorporated herein.

2. **DISPOSER SERVICES.** Disposer agrees to provide Generator the following services, as indicated by the initials of Disposer in one or more of the following boxes:

a. ☐ Loading of the described waste materials onto transportation vehicles, cars or vessels.

b. ☐ Transportation of the described waste materials from _____ to the permitted storage facility at _____

c. ☐ Transportation of the described waste materials from _____ to the disposal facility next following.

d. [CWM] Disposal of the described waste materials, in a manner permitted by law, at the following facility: _____

3. **FEES AND BILLING.** For those services provided by Disposer, Generator will pay Disposer a fee as follows:

For The Waste Stream API SEPERATOR SLUDGE, The Disposal Fee is $ .2500 (per gallon

WASTE PROFILE NO. 11090, NO FLASH BELOW 105°F.

Disposer shall submit monthly statements to Generator which shall be paid not later than thirty (30) days from date of receipt. Disposer shall retain copies of statements for at least five (5) years, as a record of disposal.

4. **TERM.** This Agreement shall have a term of one year from the date hereof, unless some shorter period is hereafter entered:
Either party may terminate this Agreement, with or without cause, upon Thirty days' written notice to the other party.

5. **TRANSFER OF WASTES AND TITLE.** Generator's waste materials, so described, will be transferred to Disposer at the following place, times, frequencies and quantities:

DISPOSAL SITE ADDRESS:	BUSINESS HOURS:	FREQUENCY & QUANTITY:
Chemical Waste Management 6901 Greenwood Road Corpus Christi, Texas	24 hours, 7 days, prior phone call required	Up to 100,000 gallons/n per waste stream

© WASTE MANAGEMENT, INC. 1980

At the time Disposer takes possession of, and removes, waste materials from the place of transfer, or at the time Disposer accepts delivery of the waste materials at the designated storage or disposal facility, whichever circumstance is applicable, title, risk of loss and all other incidents of ownership to the waste materials shall be transferred from Generator and vested in Disposer.

In the event waste materials are discovered to be non-conforming, Disposer may revoke its acceptance of the materials. A justified revocation of acceptance shall operate to revest title, risk of loss and all other incidents of ownership in Generator, at the time revocation is communicated to Generator. Waste materials shall be considered non-conforming, for purposes of this Agreement: (i) if they are not in accordance with the descriptions, limitations or specifications stated in the attached Waste Material Profile Sheet; or (ii) if they have constituents or components, not specifically identified in the Waste Material Profile Sheet, (a) which increase the nature or extent of the hazard and risk undertaken by Disposer in agreeing to handle, load, transport, store, treat or dispose of the waste materials, or (b) for whose storage, treatment or disposal the Disposal Facility is not designed or permitted.

Waste materials discovered by Disposer to be non-conforming, if they are in Disposer's possession, shall be prepared for lawful transportation and returned to Generator within a reasonable time, not to exceed seven days, after notice of revocation of acceptance has been communicated to Generator, unless within such time the parties agree to some alternative lawful manner of materials disposition. Generator shall pay Disposer its reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for non-conforming waste materials returned to Generator under this paragraph.

6. **DISPOSER WARRANTIES.** Disposer warrants that: it understands the currently known hazards which are presented to persons, property and the environment in the transportation, storage and disposal of the described waste materials; it will transport, store and dispose of such materials in full compliance with all governmental laws, regulations and orders; the storage and disposal facilities above described are now licensed and permitted to store and dispose of waste materials within the description of Paragraph 1: and, in the event the storage or disposal facility loses its permitted status hereafter during the term of this Agreement, Disposer will promptly notify Generator of such loss.

7. **GENERATOR WARRANTIES.** Generator warrants that: the description of its waste materials, made in Paragraph 1, is true and correct; waste materials to be transferred to Disposer will conform to such description; containers of waste materials transferred to Disposer will be marked, labeled and otherwise in conformance with governmental laws, regulations and orders; he holds clear title to all waste materials to be transferred hereunder; he is under no legal restraint or order which would prohibit transfer of possession or title to such materials to Disposer for transportation and storage or disposal; and he has, and will during the term hereof, communicate to Disposer those hazards and risks known or learned by the Generator to be incident to the handling, transportation, storage and disposal of the waste materials.

8. **INDEMNIFICATION.** Disposer agrees to indemnify, save harmless and defend the Generator from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, (including costs of defense, settlement and reasonable attorneys' fees), which it may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, caused, in whole or in part, by (i) Disposer's breach of any term or provision of this Agreement; or, (ii) any negligent or wilful act or omission of the Disposer, its employees or subcontractors in the performance of this Agreement.

Generator agrees to indemnify, save harmless and defend the Disposer from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, (including costs of defense, settlement and reasonable attorneys' fees), which it may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, caused, in whole or in part, by (1) Generator's breach of any term or provision of this Agreement; or, (ii) any negligent or wilful act or omission of the Generator, its employees or subcontractors in the performance of this Agreement.

9. **INSURANCE.** Disposer shall procure and maintain, at its expense, during the term of this Agreement, at least the following insurance, covering activities, performed under, and contractual obligations undertaken in, this Agreement:

	COVERAGE	LIMITS
(a)	Workmen's Compensation	Statutory
(b)	Employer's Liability	$500,000 each occurrence
(c)	Public Liability (bodily injury)	$5,000,000 combined single limit
(d)	Public Liability (property damage)	same as (c) above
(e)	Automobile Liability (bodily injury)	$200,000 each person $500,000 each occurrence
(f)	Automobile Liability (property damage)	$50,000 each occurrence

S (B) 00888

Disposer agrees to furnish insurance certificates, showing poser's compliance with this Section, upon tten request of the Generator.

10. **WORK ON GENERATOR'S PREMISES.** Generator agrees to provide Disposer, its employees and subcontractors a safe working environment for any work, in performance of this Agreement, which must be undertaken on premises owned or controlled by the Generator. Disposer, its employees and subcontractors shall comply with the Generator's safety procedures while on the Generator's premises, provided such procedures are conspicously and legibly posted in the working area or have been delivered, in writing, to Disposer prior to the commencement of work on the Generator's premises.

11. **INDEPENDENT CONTRACTOR.** Disposer is and shall perform this Agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither Disposer nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the Generator.

12. **INSPECTIONS.** The Generator shall have the right to inspect and obtain copies of all written licenses, permits or approvals, issued by any governmental entity or agency to Disposer or its subcontractors which are applicable to the performance of this Agreement; to inspect and test, at its own expense, transportation vehicles or vessels, containers or disposal facilities provided by Disposer; and to inspect the handling, loading, transportation, storage or disposal operations conducted by Disposer in the performance of this Agreement. Such inspections are encouraged by Disposer.

13. **EXCUSE OF PERFORMANCE.** The performance of this Agreement, except for the payment of money for services already rendered, may be suspended by either party in the event the delivery or transportation of the described waste materials by Generator, or transportation, storage or disposal of such materials by Disposer are prevented by a cause or causes beyond the reasonable control of such party. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood, or sabotage; lack of adequate fuel, power, raw materials, labor or transportation facilities; governmental laws, regulations, requirements, orders or actions; breakage or failure of machinery or apparatus; national defense requirements; injunctions or restraining orders; labor trouble, strike, lockout or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment).

14. **DELEGATION AND ASSIGNMENT.** Disposer may at any time, upon written notice to the Generator, delegate, orally or in writing, the performance of the work, or any portion thereof, which is by this Agreement undertaken by Disposer; provided, however, Disposer may not, without the prior written consent of Generator, cause the storage or disposal of the waste materials at any facility other than those specified in Sections 2 (b) or 2 (d) of this Agreement. Any such delegation shall not operate to relieve Disposer of its responsibilities hereunder and, notwithstanding any such delegation, Disposer shall remain obligated to the Generator in these undertakings. Either party may, at any time, upon written notice to the other party, assign its rights under this Agreement.

15. **NOTICE.** Any notice to be given under this Agreement shall be in writing and delivered to the address of the respective party below:

GENERATOR:

DISPOSER:
Chemical Waste Management
P. O. Box 9295
Corpus Christi, Texas 78408 ac(512)852-8284

16. **LAW TO APPLY.** The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of TDWR and EPA.

17. **ENTIRE AGREEMENT.** This Agreement represents the entire understanding and agreement between the parties hereto relating to the transportation, storage, treatment, processing and disposal of the described waste materials and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same and supersedes any and all terms and conditions which may be contained in any purchase orders, issued by the Generator prior or subsequent to this Agreement.

In no event shall the preprinted terms or conditions found on any Disposer or Generator purchase or work order be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both parties: such preprinted terms or conditions shall be considered null and of no effect.

S (B) 00889

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

GENERATOR:

Sun Petroleum Products Company

By: Leland L. Glasgow

Title: Purchasing Manager

DISPOSER:

Chemical Waste Management

By: Peter G. Miller Peter G. Miller

Title: General Manager

Waste Transfer and Disposal Agreement

On this 24 day of April, 19 81, the parties, SUN PETROLEUM COMPANY, A Division of Sun Oil Company of Pennsylvania a Delaware corporation with its principal offices at 1608 Walnut Street Philadelphia, Pennsylvania 19103 (hereinafter called "Generator"), and Chemical Waste Management, a _____ corporation with its principal offices at P. O. Box 9295 Corpus Christi, Texas 78408, (hereinafter referred to as "Disposer"), have agreed as follows:

1. **WASTE MATERIALS.** During the term of this Agreement, Generator will provide to Disposer Generator's entire output of certain waste materials generated at The Suntide Refinery, Corpus Christi, Texas (up to a maximum of 100,000 gallons per month), the chemical composition and physical characteristics of which materials are described in the "Generator's Waste Material Profile Sheet," Code designation _____, attached hereto, and incorporated herein.

2. **DISPOSER SERVICES.** Disposer agrees to provide Generator the following services, as indicated by the initials of Disposer in one or more of the following boxes:

a. ☐ Loading of the described waste materials onto transportation vehicles, cars or vessels.

b. ☐ Transportation of the described waste materials from _____ to the permitted storage facility at _____

c. ☐ Transportation of the described waste materials from _____ to the disposal facility next following.

d. [CWM] Disposal of the described waste materials, in a manner permitted by law, at the following facility: _____

3. **FEES AND BILLING.** For those services provided by Disposer, Generator will pay Disposer a fee as follows:

For The Waste Stream SPENT CAUSTICS, The Disposal Fee is $ .2400 (per gallo

SODIUM HYDROXIDE, SODIUM GLUCONATE, SODIUM CARBONATE OR SODIUM NITRITE

Disposer shall submit monthly statements to Generator which shall be paid not later than thirty (30) days from date of receipt. Disposer shall retain copies of statements for at least five (5) years, as a record of disposal.

4. **TERM.** This Agreement shall have a term of one year from the date hereof, unless some shorter period is hereafter entered:
Either party may terminate this Agreement, with or without cause, upon Thirty days' written notice to the other party.

5. **TRANSFER OF WASTES AND TITLE.** Generator's waste materials, so described, will be transferred to Disposer at the following place, times, frequencies and quantities:

DISPOSAL SITE ADDRESS:	BUSINESS HOURS:	FREQUENCY & QUANTITY:
Chemical Waste Management 6901 Greenwood Road Corpus Christi, Texas	24 hours, 7 days, prior phone call required	Up to 100,000 gallons/ per waste stream

S (B) 00891

Form no. WMI-55-A (Revised as of 11/5/80)
© WASTE MANAGEMENT, INC. 1980

At the time Disposer takes possession of, and removes, waste materials from the place of transfer, or at the time Disposer accepts delivery of the waste materials at the designated storage or disposal facility, whichever circumstance is applicable, title, risk of loss and all other incidents of ownership to the waste materials shall be transferred from Generator and vested in Disposer.

In the event waste materials are discovered to be non-conforming, Disposer may revoke its acceptance of the materials. A justified revocation of acceptance shall operate to revest title, risk of loss and all other incidents of ownership in Generator, at the time revocation is communicated to Generator. Waste materials shall be considered non-conforming, for purposes of this Agreement: (i) if they are not in accordance with the descriptions, limitations or specifications stated in the attached Waste Material Profile Sheet; or (ii) if they have constituents or components, not specifically identified in the Waste Material Profile Sheet, (a) which increase the nature or extent of the hazard and risk undertaken by Disposer in agreeing to handle, load, transport, store, treat or dispose of the waste materials, or (b) for whose storage, treatment or disposal the Disposal Facility is not designed or permitted.

Waste materials discovered by Disposer to be non-conforming, if they are in Disposer's possession, shall be prepared for lawful transportation and returned to Generator within a reasonable time, not to exceed seven days, after notice of revocation of acceptance has been communicated to Generator, unless within such time the parties agree to some alternative lawful manner of materials disposition. Generator shall pay Disposer its reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for non-conforming waste materials returned to Generator under this paragraph.

6. DISPOSER WARRANTIES. Disposer warrants that: It understands the currently known hazards which are presented to persons, property and the environment in the transportation, storage and disposal of the described waste materials; it will transport, store and dispose of such materials in full compliance with all governmental laws, regulations and orders; the storage and disposal facilities above described are now licensed and permitted to store and dispose of waste materials within the description of Paragraph 1; and, in the event the storage or disposal facility loses its permitted status hereafter during the term of this Agreement, Disposer will promptly notify Generator of such loss.

7. GENERATOR WARRANTIES. Generator warrants that: the description of its waste materials, made in Paragraph 1, is true and correct; waste materials to be transferred to Disposer will conform to such description; containers of waste materials transferred to Disposer will be marked, labeled and otherwise in conformance with governmental laws, regulations and orders; he holds clear title to all waste materials to be transferred hereunder; he is under no legal restraint or order which would prohibit transfer of possession or title to such materials to Disposer for transportation and storage or disposal; and he has, and will during the term hereof, communicate to Disposer those hazards and risks known or learned by the Generator to be incident to the handling, transportation, storage and disposal of the waste materials.

8. INDEMNIFICATION. Disposer agrees to indemnify, save harmless and defend the Generator from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, (including costs of defense, settlement and reasonable attorneys' fees), which it may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, caused, in whole or in part, by (i) Disposer's breach of any term or provision of this Agreement; or, (ii) any negligent or wilful act or omission of the Disposer, its employees or subcontractors in the performance of this Agreement.

Generator agrees to indemnify, save harmless and defend the Disposer from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, (including costs of defense, settlement and reasonable attorneys' fees), which it may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, caused, in whole or in part, by (1) Generator's breach of any term or provision of this Agreement; or, (ii) any negligent or wilful act or omission of the Generator, its employees or subcontractors in the performance of this Agreement.

9. INSURANCE. Disposer shall procure and maintain, at its expense, during the term of this Agreement, at least the following insurance, covering activities, performed under, and contractual obligations undertaken in, this Agreement:

	COVERAGE	LIMITS
(a)	Workmen's Compensation	Statutory
(b)	Employer's Liability	$500,000 each occurrence
(c)	Public Liability (bodily injury)	$5,000,000 combined single limit
(d)	Public Liability (property damage)	same as (c) above
(e)	Automobile Liability (bodily injury)	$200,000 each person $500,000 each occurrence
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S (B) 00892

Disposer agrees to furnish insurance certificates, showing ... poser's compliance with this Section, upon ...itten request of the Generator.

10. **WORK ON GENERATOR'S PREMISES.** Generator agrees to provide Disposer, its employees and subcontractors a safe working environment for any work, in performance of this Agreement, which must be undertaken on premises owned or controlled by the Generator. Disposer, its employees and subcontractors shall comply with the Generator's safety procedures while on the Generator's premises, provided such procedures are conspicously and legibly posted in the working area or have been delivered, in writing, to Disposer prior to the commencement of work on the Generator's premises.

11. **INDEPENDENT CONTRACTOR.** Disposer is and shall perform this Agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither Disposer nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the Generator.

12. **INSPECTIONS.** The Generator shall have the right to inspect and obtain copies of all written licenses, permits or approvals, issued by any governmental entity or agency to Disposer or its subcontractors which are applicable to the performance of this Agreement; to inspect and test, at its own expense, transportation vehicles or vessels, containers or disposal facilities provided by Disposer; and to inspect the handling, loading, transportation, storage or disposal operations conducted by Disposer in the performance of this Agreement. Such inspections are encouraged by Disposer.

13. **EXCUSE OF PERFORMANCE.** The performance of this Agreement, except for the payment of money for services already rendered, may be suspended by either party in the event the delivery or transportation of the described waste materials by Generator, or transportation, storage or disposal of such materials by Disposer are prevented by a cause or causes beyond the reasonable control of such party. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood, or sabotage; lack of adequate fuel, power, raw materials, labor or transportation facilities; governmental laws, regulations, requirements, orders or actions; breakage or failure of machinery or apparatus; national defense requirements; injunctions or restraining orders; labor trouble, strike, lockout or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment).

14. **DELEGATION AND ASSIGNMENT.** Disposer may at any time, upon written notice to the Generator, delegate, orally or in writing, the performance of the work, or any portion thereof, which is by this Agreement undertaken by Disposer; provided, however, Disposer may not, without the prior written consent of Generator, cause the storage or disposal of the waste materials at any facility other than those specified in Sections 2 (b) or 2 (d) of this Agreement. Any such delegation shall not operate to relieve Disposer of its responsibilities hereunder and, notwithstanding any such delegation, Disposer shall remain obligated to the Generator in these undertakings. Either party may, at any time, upon written notice to the other party, assign its rights under this Agreement.

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DISPOSER:
Chemcial Waste Management
P. O. Box 9295
Corpus Christi, Texas 78408 ac(512)852-8284

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17. **ENTIRE AGREEMENT.** This Agreement represents the entire understanding and agreement between the parties hereto relating to the transportation, storage, treatment, processing and disposal of the described waste materials and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same and supersedes any and all terms and conditions which may be contained in any purchase orders, issued by the Generator prior or subsequent to this Agreement.

In no event shall the preprinted terms or conditions found on any Disposer or Generator purchase or work order be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both parties: such preprinted terms or conditions shall be considered null and of no effect.

S (B) 00893

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

GENERATOR:

Sun Petroleum Products Company

By: Leland F. Glasgow

Title: Purchasing Manger

DISPOSER:

Chemcial Waste Management

By: Peter G. Miller Peter G. Miller

Title: General Manager