

WASTE DISPOSAL AGREEMENT

THIS AGREEMENT, made and entered into as of this 20th day of July, 1977, by and between Monsanto Company, a Delaware corporation, having its general offices at 800 North Lindbergh Boulevard, St. Louis, Missouri 63166 ("Monsanto"), and Rollins Environmental Services, Inc., a Delaware corporation with offices at One Rollins Plaza, Wilmington, Delaware 19899 (hereinafter called "Contractor").

W I T N E S S E T H:

WHEREAS, Monsanto has certain industrial waste material containing polychlorinated biphenyls as described in Schedule A attached hereto and made a part of and any derivations thereof or supplements or amendments thereto as mutually agreed upon by the parties pursuant to the terms and conditions of this Agreement (hereinafter called "Waste"), which Monsanto desires to have disposed of by Contractor in a most safe and efficient manner; and

WHEREAS, Contractor represents to Monsanto that it possesses the requisite expertise, facilities and legal right to dispose of the Waste in a safe and efficient manner, in full compliance with all applicable governmental laws, rules, regulations, orders, ordinances, actions and requests, and in accordance with the terms and conditions of this Agreement; and

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WHEREAS, Contractor has been advised by Monsanto of potential harmful effects and environmental concerns associated with the Waste and with polychlorinated biphenyls; understands the nature and characteristics of said Waste and of polychlorinated biphenyls; and

WHEREAS, Contractor desires to undertake said disposal and to conduct the same in accordance with all the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the payments to be made by Monsanto to Contractor as herein provided, and the mutual covenants and agreements herein contained, Monsanto hereby engages Contractor, and Contractor hereby agrees, to receive, handle, store, treat and dispose of the Waste upon the terms and conditions hereinafter set forth.

1. Term and Termination.

This Agreement shall commence on the date first above written and shall continue in full force and effect until December 31, 1977. Contractor's warranties and representations set out in Section 6 of this Agreement and the confidentiality provisions set out in Section 10 of this Agreement shall survive any termination or expiration of this Agreement.

2. Quantity.

Contractor agrees to dispose of the Waste at its facility

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at Deer Park, Texas, in quantities set out in Schedule B, attached hereto and made a part hereof. Monsanto estimates that the total quantity of Waste to be disposed of hereunder shall be no less than 1.5 million pounds and no more than 3 million pounds. Should Monsanto have additional quantities which it desires Contractor to dispose of in excess of the estimated 3 million pound maximum, and should Contractor agree to dispose of such additional Waste, it is agreed that disposal of same will take place at Contractor's Deer Park, Texas, facility in accordance with the terms and conditions of this Agreement.

3. Delivery.

a. Monsanto shall deliver the Waste in Monsanto's tankcars to Contractor's facility at Deer Park, Texas. Contractor shall promptly notify Monsanto of the time of arrival of each shipment at such facility.

b. The quantity of Waste delivered by Monsanto to Contractor shall be determined from the gross and tare weights ascertained by railroad weighing of each tankcar before the Waste is loaded onto or into it and after said Waste has been loaded. The difference shall be deemed to be the correct weight for the purposes of this Agreement unless proven to be incorrect.

c. Shipment of the Waste shall be made during normal working hours, Monday through Friday, except holidays, in accordance with Schedule B attached hereto.

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d. Monsanto shall be solely responsible for cleaning and purging each tankcar after delivery and removal of the Waste by Contractor. In no event shall Contractor be required to purge or clean any tankcar.

4. Title and Risk of Loss.

Title to, all risk of loss of, and all other incidents of ownership of the Waste and all material deemed to be Waste under this Agreement shall pass from Monsanto and vest in Contractor F.O.B. Contractor's Deer Park, Texas, facility.

5. Price.

a. Monsanto shall pay Contractor for the disposal of Waste at the rate of ^{20.12 (Twenty cents)} ~~\$0.10 (ten-cents)~~ per pound, as such weight is determined under subsection 3(b) of this Agreement, for Contractor's performance of disposal services in accordance with this Agreement. Contractor shall invoice Monsanto upon receipt of the Waste, and Contractor agrees to retain copies of such monthly invoices for a period of at least two (2) years. Payments shall be due and payable by Monsanto thirty (30) days from the date of receipt of each invoice, if such invoice is accurate.

b. The parties hereto further agree that, if at any time, any Municipal, Local, State, Federal and/or Interstate Agency or Compact shall issue or cause any order(s), regulation(s),

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notice(s), tax(es), fee(s), charge(s), assessment(s) and/or communication(s) of any nature which require Contractor to make additional investments in plant or equipment and/or incur additional costs at Contractor's Deer Park, Texas, facility, the rate charged hereunder shall be proportionately increased on the basis of Monsanto's throughput at Contractor's Deer Park, Texas, facility. In the event Monsanto disagrees with the amount of the rate adjustment, Monsanto may terminate this Agreement thirty (30) days prior to the effective date of the rate adjustment. Failure of Monsanto to terminate shall result in the automatic adjustment of the rates charged hereunder. Termination under this provision shall not relieve Monsanto of liability for any payment of sum or sums due or to become due Contractor pursuant to this Agreement prior to the effective date of such termination.

6. Disposal-Contractor's Representations and Warranties.

Contractor represents and warrants to Monsanto that:

a. Contractor is engaged in the business of treatment and disposal of hazardous industrial wastes by several types of technology and has experience and expertise in the disposal of polychlorinated biphenyls. Contractor represents that the Waste will be incinerated in an incineration system approved for disposal of polychlorinated biphenyls and meeting all requirements of applicable laws, regulations, orders and codes. All Waste delivered to Contractor under this Agreement

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