PLAINTIFF'S EXHIBIT

UPRC-168

Chemical Waste Management Inc.

WASTE TRANSPORTATION AND DISPOSAL AGREEMENT

On this 29th day of May, 1986, the parties, CHAMPLIN PETROLEUM COMPANY, a Texas corporation with its principal offices at P.O. Box 9176 Corpus Christi, TX. (hereinafter called "Generator"), and CHEMICAL WASTE MANAGEMENT, INC. a Deleware corporation with its principal offices at 3003 Butterfield Rd. Oak Brook, Ill. 60521 (hereinafter called "Disposer"), have agreed as follows:

1. WASTE PRODUCTS. The term "Waste Products" refers to those solid, liquid, semisolid, or contained gaseous materials which are generally described in, and which have physical, chemical, biological or radioactive constituents, characteristics and properties within the specifications stated in, the Generator's Waste Material Profile Sheet. The term "Waste Products" also includes containers described in the Generator's Waste Material Profile Sheet, if they are to be supplied by the Generator. The term "unit of Waste Products" refers to a single whole container of Waste Products (such as a barrel, drum, box, or tanker load).

   Materials and containers shall be considerd non-conforming: (i) if they are not in accordance with the warranties, descriptions, specifications or limitations stated in this Agreement and the Generator's Waste Material Profile Sheet, or (ii) if they have constituents or components, not specifically identified in the Generator's 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, process, treat or dispose of the Waste Products, or (b) for whose storage, treatment or disposal the Disposal Facility (or Storage Facility, if any) is not designed or permitted.

2. WASTE PRODUCT APPROVAL PROCEDURE. At the time Generator requires disposal services hereunder for a particular Waste Product, Generator shall provide Disposer with a completed Generator's Waste Material Profile Sheet, in that form specified in Exhibit C (which Exhibit is attached hereto and made a part hereof), containing the information therein required and executed by Generator. If requested by Disposer, Generator shall also provide a representative sample of the Waste Product to Disposer. Upon receipt of the Generator's Waste Material Profile Sheet and the representative sample, if required, the Disposer shall determine whether the Waste Product is acceptable for disposal at the Disposal Facility. If the Waste Product is approved by the Disposal Facility for treatment or disposal, Disposer shall issue an Acceptance Letter, in that form specified in Exhibit A (which Exhibit is attached hereto and made a part

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hereof) containing the commercial information pertinent to that particular Waste Product. Each Acceptance Letter shall be issued in duplicate and executed by the Generator and Disposer. An Acceptance Letter, prepared and executed as herein required, together with the Generator's Waste Material Profile Sheet for such Waste Product, shall be considered incorporated into this Agreement and a part hereof as of the date and time of its execution. It is the intention of the parties that each Acceptance Letter, when incorporated herein, constitutes a separate undertaking, individually enforceable.

An Acceptance Letter, or any amendment thereto, shall be executed, on behalf of Disposer or Generator, only by such persons appointed as authorized agents of the parties for such purposes, which persons are identified, by name or specific position title, in Exhibit B, attached hereto and made part hereof. Either party may, by notice to the other, amend its list of authorized agents, which shall constitute an amendment to Exhibit B at the time such notice is received.

For purposes of this Waste Transportation and Disposal Contract, the term "Disposer" shall be deemed to include Chemical Waste Mangement, Inc. and the following subsidiaries and affiliates: Solvent Resource Recovery, Inc., Chem - Security Systems, Inc., SCA Chemical Services, Inc., SCA Services of Passiac, Inc. and Adams Center Sanitary Landfill, Inc. The corporate entity entering into each particular Exhibit "A" and "B" shall be the corporate entity responsible for performance in accordance with the terms and conditions set forth herein. By executing a particular Exhibit "A" and "B", such corporate entity shall be deemed to have ratified this Waste Transportation and Disposal Contract in its entirety."

At any time during the term of an Acceptance Letter, upon the written request of Disposer, the Generator shall: (a) supply an updated written description of the Waste Products or a written certification that the description previously supplied remains true and accurate; or, (b) supply a written certification that a particular load of Waste Products delivered to Disposer constituted a representative sample of the Waste Products described in the Generator's Waste Material Profile Sheet; or, (c) supply a representative sample of the Waste Products together with a written certification of the sample's representativeness; or, (d) allow Disposer access to the Waste Products at Generator's facility for the purpose of obtaining one or more representative samples. Forms to be used in providing written Waste Products descriptions, recertifications of previous descriptions, or certifications of representative Waste Products samples shall be supplied by Disposer.

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3. TENDER OF DELIVERY. Generator shall tender delivery of the Waste Products to Disposer in the manner specified in the Acceptance Letter. Generator shall, at the same time and place, tender to Disposer those completed documents, shipping papers or manifests as are required, for lawful transfer of the Waste Products to Disposer, by valid and applicable statutes, ordinances, orders, rules or regulations of the federal, state or local governments, including, but not limited to, the Hazardous Materials Transportation Act, the Toxic Substances Control Act and the Resource Conservation and Recovery Act of 1976.

Tender of delivery shall be considered non-conforming if not in accordance with this Section and the specifications of the Generator's Waste Material Profile Sheet, or if not preceded by such notification as required by Section 16 (f).

4. DISPOSER RIGHT TO INSPECTION UPON TENDER. Disposer shall have the right, but not the obligation, to inspect, sample, analyze or test any tendered Waste Products before accepting such Products. Failure or refusal of the Generator to provide Disposer with access to any tendered or delivered Waste Products, prior to Disposer's acceptance, shall be deemed a non-conforming tender or delivery of all of the Waste Products tendered or delivered at that time and place. Disposer's exercise of, or failure to exercise, its right hereunder shall not operate to relieve Generator of its responsibility or liability under this Agreement.

5. DISPOSER RIGHTS ON IMPROPER DELIVERY. If the Waste Products, any unit thereof, or the tender of delivery fail in any respect to conform to this Agreement, including the requirements of the Generator's Waste Material Profile Sheet, Disposer may, at its exclusive option, (i) reject all Waste Products tendered; or, (ii) accept all Waste Products tendered; or, (iii) accept any unit or units of Waste Products and reject the rest. Provided, however, if a particular unit of Waste Products is determined to be non-conforming solely because of a patent non-conformity in the container, its labeling or marking, which non-conformity, if present in any other tendered container, would be visibly apparent, Disposer's option shall be limited to accepting or rejecting the particular non-conforming unit.

Rejection of the Waste Products must be within a reasonable time after their tender or delivery, not to exceed twenty-four (24) hours. In rejecting any Waste Products, Disposer shall orally notify the Generator of the manner in which the Waste Products or the tender of delivery are non-conforming, such notice to be followed by written notice within five (5) business days.

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6. ACCEPTANCE OF WASTE PRODUCTS. Disposer shall accept any Waste Products which are in conformance with, and which have been tendered in conformance with, this Agreement, including the Generator's Waste Material Profile Sheet, and may accept, as provided in Section 5, non-conforming Waste Products. If transportation is to be provided by Disposer, Disposer shall evidence its acceptance by removing such Waste Products from the place of tender. If transportation to the Storage or Disposal Facility is to be provided by Generator, Disposer shall evidence its acceptance by written notice to the Generator, such as through signing shipping papers or the manifest tendered with the Waste Products.

Failure of Disposer to reject the Waste Products, or any unit thereof, as provided in Section 5 shall be deemed acceptance of all tendered Waste Products not so rejected.

Upon acceptance of the Waste Products Disposer shall be precluded from rejecting those Waste Products accepted and, if acceptance of any unit of Waste Products was made with actual knowledge of a non-conformity, Disposer shall be precluded from revoking its acceptance of such unit because of such non-conformity. Acceptance of the Waste products, or any unit therof, does not, however, impair, or operate as a waiver of, any right or remedy available to Disposer, including revocation of acceptance, in the event the Waste Products or their tender are later discovered to be non-conforming.

7. REVOCATION OF ACCEPTANCE. Disposer may, at any time before the condition of the Waste Products has been materially changed (such as by treatment, processing or disposal,)revoke its acceptance of any unit or units of Waste Products discovered to be non-conforming.

Discovery by Disposer that any unit of the Waste Products is non-conforming for any reason shall be considered discovery that all units of such Waste Products, accepted at the same time as the non-conforming unit, are non-conforming for the same reasons. Provided, if a particular unit of Waste Products is determined to be non-conforming solely because of a patent non-conformity in the container, its labeling or marking, which non-conformity, if present in any other accepted container, would be visibly apparent, Disposer's option shall be limited to revoking acceptance of the particular non-conforming unit.

Revocation must occur within a reasonable time after Disposer actually discovers or should have discovered the non-conformity. In revoking its acceptance of any Waste Products, Disposer shall notify the Generator of

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the manner in which the Waste Products are non-conforming.

7a. GENERATOR'S OPTIONS IN EVENT OF REJECTION OR REVOCATION OF ACCEPTANCE. In the event Disposer rejects or revokes its acceptance of Waste Products, and at such time the Waste Products are in Disposer's possession or control, Generator may, within five (5) business days after receipt of notice, notify Disposer of Generator's intent to test the Waste Products, to verify the alleged non-conformity, or to correct any improper containerization, marking or labeling. Generator may, if lawfully permitted, direct Disposer to arrange for such testing or corrections, pursuant to Generator's instructions and at Generator's cost. All testing or corrections must be completed within twenty-one (21) days of Generator's receipt of the rejection or revocation notice. During the period of any testing or corrections the duty of Disposer with respect to the Waste Products shall be that of a bailee for hire.

Upon mutual agreement of the parties that the Waste Products or any unit are not non-conforming for the reasons specified in Disposer's notice, the notice of rejection or revocation as to such Waste Products or unit shall be deemed null and void as of the time of its original issuance.

8. DISPOSER OPTIONS AS TO RIGHTFULLY REJECTED OR REVOKED WASTE PRODUCTS. If Disposer rejects or revokes its acceptance of all or any units of Waste Products, and at such time the Waste Products are in Disposer's possession or control, Disposer and Generator shall, in good faith, attempt to amend the Generator's Waste Material Profile Sheet and/or the Acceptance Letter to provide for handling of the non-conforming materials. If the parties cannot, within a reasonable time after rejection or revocation (including any time provided for correction or testing in Section 7a), agree on necessary amendments, Generator shall make prompt arrangements for the removal of the non-conforming materials from the Storage or Disposal Facility to another lawful place of disposition.

Generator agrees to pay Disposer its reasonable expenses and charges for handling, loading, stowing, preparing for transport, transporting, storing and caring for any Waste Products returned to Generator pursuant to this Section.

9. LOADING AND TRANSPORTATION OF WASTE PRODUCTS. If the Acceptance Letter specifies that Disposer is to provide loading or transportation services, Disposer shall load or stow and transport Waste Products to the Storage or

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Disposal Facility herein specified. In the aforesaid event, as between the parties, selection of transportation vehicles or vessels, times of travel and routes shall be solely determined by Disposer. In selecting transportation vehicles or vessels compatible with the Waste Products, Disposer shall rely on Generator's description of the Waste Products.

10. STORAGE AND DISPOSAL. Disposer shall dispose of the Waste Products at the particular facility or facilities, referred to herein as "the Disposal Facility", identified in the Acceptance Letter. Disposer shall utilize those general storage, treatment, processing and disposal methods specified in the Acceptance Letter; however, as between the parties, Disposer shall be solely responsible for determining the specific times and techniques for storage, processing, treatment and disposal of the Waste Products. In determining such techniques, Disposer shall rely on Generator's description of the Waste Products.

If the Acceptance Letter specifies that Disposer is to provide interim storage of the Waste Products at a "Storage Facility," prior to transportation of the Waste Products to the Disposal Facility, Disposer shall store such Waste Products at such Storage Facility for a period not to exceed ninety (90) days, unless some other period is specified in the Acceptance Letter.

Disposer may use, distribute or sell any of the Waste Products, or any component or residue thereof.

11. TITLE TO WASTE PRODUCTS. At the time Disposer accepts the Waste Products and takes possession and control thereover, title, risk of loss and all other incidents of ownership to the Waste Products shall be transferred from the Generator and vested in Disposer.

A justified revocation of acceptance by Disposer revests title to the Generator, including risk of loss and all other incidents of ownership, at the time such revocation of acceptance is communicated to the Generator.

12. TERM. The term of this Agreement shall be as specified in the Acceptance Letter, to commence on the date of execution of such Document, as provided in Section 2.

13. RIGHT TO TERMINATE. Either party may terminate this Agreement if the other party (i) has been adjudicated a bankrupt, or (ii) has filed a voluntary petition in bankruptcy, or (iii) has made an assignment for the benefit of creditors, or (iv) a receiver has been appointed for such party. Termination pursuant to this paragraph shall be effective for performance remaining under any and all Acceptance Letter.

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The Generator may terminate this agreement, with respect to performance remaining under an identified Acceptance Letter, if, at any time after execution of such document, the specified Storage or Disposal Facility fails to obtain, or maintain as valid, any license, permit or approval required to allow lawful acceptance and storage, treatment, processing and disposal of the Waste Products at such Facility.

Termination as provided above, or as allowed by Section 22, shall be by notice from the terminating party to the other party, specifying the reason therefor and the effective date thereof, which shall be not less than five (5) days after the date of the notice.

Either party may terminate this Agreement without cause, with respect to performance remaining under an identified Acceptance Letter by notice from the terminating party to the other party specifying the effective date of termination which shall be not less than thirty (30) days after receipt of the notice by the non-terminating party.

The right of termination hereunder is in addition to, and not in lieu of, any right of a party to cancel this Agreement for breach of its terms or conditions.

14. COMPENSATION. For all of the Waste Products transported, stored, treated or disposed of by Disposer, the Generator shall pay Disposer a fee, determined in accordance with the Acceptance Letter. Disposer shall measure the Waste Products, for the purpose of computing fees. Disposer determinations so made shall govern unless proved to be in error by Generator.

Fees specified in the Acceptance Letter shall not be altered during the term of this Agreement except as follows:

(a) Disposer may, on the first day of any calendar quarter, with thirty (30) days written notice to Generator, increase or decrease fees specified in the Acceptance Letter. If any Waste Products, to which such fee alterations apply, are delivered to Disposer more than thirty days after Generator's receipt of this notice, Generator shall be deemed to have accepted such fee alterations and the Acceptance Letter shall be deemed amended in such respect.

(b) If legislation or regulations, first implemented after date of execution of the Acceptance Letter, impose taxes, tariffs, fees, surcharges or other charges upon the transportation, storage, processing, treatment or disposal of the Waste Products,

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the Generator shall reimburse the Disposer for such charges upon the Disposer's submission of an invoice stating that such charges have been levied or paid.

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

15. DISPOSER WARRANTIES. Disposer warrants and represents to the Generator that:

(a) Disposer understands the currently known hazards and risks which are presented to human beings, property and the environment in the handling, transportation, storage, treatment, processing and disposal of the Waste Products as they have been described by the Generator in the Generator's Waste Material Profile Sheet; and,

(b) Disposer is engaged in the business of transportation, storage and disposal of industrial and other wastes, and has developed the requisite expertise for the handling, transportation, storage, treatment, processing and disposal of such; and,

(c) Disposer will handle, load, stow, transport, store, treat, process and dispose of the Waste Products in a safe and workmanlike manner and in full compliance with all valid and applicable statutes, ordinances, orders, rules and regulations of the federal, state and local governments in whose jurisdictions such activities are performed under this Agreement; and,

(d) Any and all vehicles or vessels, Waste Products containers and personnel to be provided by Disposer in the performance of this Agreement have obtained or will obtain all permits, licenses, certificates or approvals required to comply with valid and applicable statutes, ordinances, orders, rules and regulations of the federal, state and local governments.

(e) The Storage or Disposal Facility (or Facilities) described in the Acceptance Letter has been issued, as of the date of execution of such Document, all permits, licenses, certificates or approvals, required by valid and applicable statutes, ordinances, orders, rules and regulations of the federal, state and local governments in which such Facility is located, necessary to allow such Facility to accept and store, treat, process and

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dispose of the Waste Products as described by the Generator in the Generator's Waste Material Profile Sheet. Disposer shall provide Generator with reasonable advance notice if any such permit, license, certificate or approval is to expire and not be renewed during the term of an Acceptance Letter, or becomes the subject of judicial or administrative action seeking revocation or suspension. Such notice shall also be provided if Disposer determines not to seek any necessary permit, license, certificate or approval which becomes required after execution of an Acceptance Letter.

16. GENERATOR WARRANTIES. The Generator warrants and represents to Disposer that:

(a) The description of the Waste Products in the Generator's Waste Material Profile Sheet is true and correct in all material respects, fairly advises Disposer of the hazards and risks known by the Generator to be incident to the handling, transportation, storage, treatment, processing and disposal of the Waste Products, and is otherwise in full compliance with all materials description requirements of valid and applicable statutes, ordinances, orders, rules and regulations of the federal, state and local governments in whose jurisdictions such Waste Products are to be handled, transported, stored, treated, processed or disposed; and,

(b) Waste Products tendered to Disposer will conform to the descriptions and specifications contained in the Generator's Waste Material Profile Sheet and the Acceptance Letter; and,

(c) If Generator receives information, during the term of any Acceptance Letter, that Waste Products described in a Generator's Waste Material Profile Sheet, or some component of such Products, present or may present a hazard or risk to persons or the environment, which was not disclosed in the Generator's Waste Material Profile Sheet, Generator shall promptly report such information to Disposer. Such information shall include, but not be limited to, any relevant notification of substantial risk required to be given by Generator pursuant to Section 8(e) of the Toxic Substances Control Act.

(d) If any load of Waste Products, tendered to Disposer for transportation in a single transportation vehicle, contains a reportable quantity of one or more hazardous substances, as provided in Section 102 of the Federal Comprehensive Environmental

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Response, Compensation, and Liability Act of 1980, or regulations adopted thereunder, Generator will, prior to tendering such load to Disposer, provide the person in charge of the Disposer transport vehicle with written notice that the load contains a reportable quantity of such hazardous substance(s) identifying the known or estimated quantity of each such hazardous substance present.

(e) Generator will prepare the Waste Products for transportation and tender to Disposer in accordance with all valid and applicable statutes, ordinances, orders, rules and regulations of the federal, state and local governments in whose jurisdiciton such Waste Products are to be tendered to Disposer, pertaining to: (i) container specifications for any container not supplied by Disposer; and,(ii) marking and labeling of all containers.

(f) If regulations promulgated or revised under Section 3001 of the Resource Conservation and Recovery Act of 1976 (P.L. 94-580) identify the Waste Products as "hazardous waste," either by characterictics or listing, the Generator, prior to tendering any Waste Products to Disposer, has filed or will file with the appropriate governmental agency the preliminary notification required by Section 3010(a) of the above Act, and provide Disposer with evidence thereof.

(g) The Generator has sole title to Waste Products which will be tenderd to Disposer, and is under no legal restraint, statutory, regulatory, administative or judicial, which prohibits the transfer of possession or title to such Waste Products to Disposer.

17. INDEMNIFICATION. (a) Disposer agrees to indemnify and hold the Generator harmless:

(1) for judgements, final decision, settlements, reasonable attorney's fee, and other litigation expenses in an administrative or judicial action against the Generator for claimed personal injuries of physical damage to property (other than the facility described in the Acceptance Letter), the proximate cause of which is the sole negligence or intentional conduct of Disposer, its agents, or employees;

(2) for judgments, final decision, settlements, reasonable attorney's fees, and other litigation expenses in an administrative or judicial action under federal or state environmental law, or common law, associated with cleanup of all or part of the facility described in the Acceptance Letter, the

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sole proximate cause of which is Disposer's becoming subject to removal or remedial actions under CERCLA or comparable Federal or State law (violation of applicable remedial provisions of federal or state environmental laws; and,

(3) for judgments, settlements, reasonable attorneys' fees, and other litigation expenses in an action against the Generator based upon breach of any warranty under this Agreement by Disposer, its agents or employees.

(b) The Generator shall give written notice to Disposer of a claim for indemnification under this provision within 30 days following Generator's first knowledge of the event or occurrence which gives rise to that claim. Upon receipt of notice, Disposer shall retain counsel to defend the Generator and will pay such counsel reasonable attorney's fees and other litigation expenses.

(c) The obligation by Disposer to indemnify the Generator shall not apply (i) to events or occurrences involving wastes not conforming to the descriptions and specifications contained in the Generator's Waste Material Profile Sheet under this Agreement; and (ii) in the event Generator fails to give timely notice under subparagraph (b).

(d) Generator agrees to indemnify and hold the Disposer harmless:

(1) for judgments, final decision, settlements, reasonable attorneys' fees, and other litigation expenses in an administrative or judicial action against the Disposer for claimed personal injuries or physical damage to property (other than the facility described in the Acceptance Letter), the proximate cause of which is the sole negligence or intentional conduct of Generator, its agents, or employees;

(2) for judgments, final decision, settlements, reasonable attorneys' fees, and other litigation expenses in an administrative or judicial action under federal or state environmental laws, or common law, associated with cleanup of all or part of the facility described in the Acceptance Letter, the sole proximate cause of which is Generator's violation of applicable remedial provisions of federal or state environmental laws; and,

(3) for judgments, settlements, reasonable attorneys' fees, and other litigation expenses in an action

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against the Disposer based upon breach of any warranty under this Agreement by Generator, its agents or employees.

(e) The Disposer shall give written notice to Generator of a claim for indemnifications under this provision within 30 days following Disposer's first knowledge of the event or occurrence which gives rise to that claim. Upon receipt of notice, Generator shall retain counsel to defend the Disposer and will pay such counsel reasonable attorney's fees and other litigation expenses.

(f) The obligation by Generator to indemnify the Disposer shall not apply in the event Disposer fails to give timely notice under subparagraph (e).

18. INSURANCE. Disposer shall procure and maintain, at its expense, during the term of this Agreement, at least the following insurance:

	COVERAGE	LIMITS
(a)	Worker's Compensation	Statutory
(b)	Employer's Liability	$ 500,000 each occurrence
(c)	Public Liability (bodily injury & property damage)	$15,000,000 combined single limit
(d)	Automobile Liability (bodily injury & property damage)	$15,000,000 combined single limit

Public Liability Insurance shall include coverage for completed operations and contractual liability under this Agreement with respect to sudden and accidental occurrences.

Each contract of insurance, and certificate of insurance, shall provide that said insurance shall not be cancelled or materially altered until at least ten (10) days after written notice is received by the Generator. Disposer agrees to furnish insurance certificates, showing Disposer's compliance with the above requirements, to the Generator before Disposer commences work hereunder.

In the event Disposer is required by law to obtain environmental impairment liability insurance for non-sudden and accidental occurrences at the Disposal Facility, Disposer shall furnish Generator with a copy of the certificate of insurance provided to the regulatory agency imposing the insurance requirement.

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19. CONFIDENTIALITY. Disposer and Generator shall treat as confidential property and not disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform this Agreement, (and then only on a confidential basis satisfactory to both parties), any information (including any technical information, experience or data) regarding either party's plans, programs, plants, processes, products, costs, equipment, operations or customers which may come within the knowledge of the parties, their officers or their employees in the performance of this Agreement, without in each instance securing the prior written consent of the other party.

Disposer shall also treat as confidential and shall not disclose to others, except as required by law, information relating to the chemical composition of the Waste Products or the quantity of Waste Products delivered to it by Generator.

Generator shall also treat as confidential and shall not disclose to others, except as required by law, this form of Agreement.

Nothing above, however, shall prevent either Disposer or Generator from disclosing to others or using in any manner information which either party can show:

(a) Has been published and has become part of the public domain other than by acts, omissions or fault of Disposer or Generator or their employees; or,

(b) Has been furnished or made known to Disposer or Generator by third parties (other than those acting directly or indirectly for or on behalf of Disposer or Generator) as a matter of legal right without restricitons on its disclosure; or,

(c) Was in either party's possession prior to the disclosure thereof by Generator or Disposer to each other.

Provided, however, neither party shall release, or cause or allow the release of, information to the communications media, except as required by law, concerning the existence or terms of this Agreement or any Acceptance Letter, including identification of the Generator of the Waste Products, identification of the Disposal Facility receiving the Waste Products, or the general description, characteristics or constituents of the Waste

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Products, without in each instance securing the prior written consent of the other party.

The foregoing obligations shall survive the termination or expiration of the Agreement.

20. 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. While its employees or subcontractors are on Generator's premises, Disposer will maintain strict work discipline and effect its work in compliance with governmental laws or regulations pertaining to occupational safety and health. Disposer, its employees and subcontractors shall also comply with the Generator's safety procedures while on the Generator's premises, provided such procedures are attached thereto.

21. INSPECTIONS. The Generator shall have the right to inspect and obtain, at its expense, copies of all written licenses, permits or approvals, issued by any governmental entity or agency to Disposer to its subcontractors which are applicable to the performance of this Agreement and for which no claim of business confidentiality or trade secret is asserted; 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, treatment, processing or disposal operations conducted by Disposer in the performance of this Agreement. Such inspections are encouraged by Disposer, but shall not operate to relieve Disposer of its responsibility or liability under this Agreement.

22. 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 Waste Products by Generator, or transportation, storage, treatment, processing or disposal of Waste Products 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 requirments; 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).

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The party asserting a right to suspend performance under this Section must, within a reasonable time after he has knowledge of the effective cause, notify the other party of the cause for suspension, the performance suspended, and the anticipated duration of suspension. Upon receipt of such notice advising of a material or indefinite suspension of performance, and if such suspension substantially impairs the value of this Agreement to him, a party may, within a reasonable time (not to exceed thirty days), terminate this Agreement as provided in Section 13. If such notice of termination is not provided, this Agreement will lapse with respect to any performance suspended hereunder.

The party asserting a right to suspend performance hereunder shall advise the other party when the suspending event has ended, and when performance will be resumed.

Provided, if title to Waste Products has been transferred to Disposer, Disposer may not suspend performance of this Agreement with respect to such Waste Products; however, if a performance-suspending event occurs after Disposer has taken title to Waste Products but before completion of performance, Disposer may delegate such performance to any other persons lawfully permitted to transport, store, treat or dispose of the Waste Products pursuant to Section 23. In the circumstances described above, the Generator hereby consents to any necessary delegations for which it receives written notice from Disposer.

23. DELEGATION AND ASSIGNMENT. Disposer may at any time delegate, orally or in writing, the performance of the work, or any portion thereof, which is by this Agreement undertaken by Disposer. 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.

24. 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.

25. NOTICE. Any notice, communication or statement required or permitted to be given hereunder shall be in writing

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and deemed to have been sufficiently given when delivered in person or by registered or certified mail, postage prepaid, return receipt requested, to the address of the respective party below:

GENERATOR: CHAMPLIN PETROLEUM COMPANY
P.O. Box 9176
Corpus Christi, TX. 78469
Attn: Mr. Pete Horseman

DISPOSER: Chemical Waste Management, Inc.
521 North Belt
Suite 600
Houston, Texas 77060

Either party may, by notice to the other, change the addresses and names above given.

26. ENTIRE AGREEMENT. This Agreement represents the entire understanding and agreement between the parties hereto relating to the transportation, storage, treatment, processing and disposal of Waste Products and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. No terms, conditions, prior course of dealings, course of performance, usage of trade, understandings, purchase orders, or agreement purporting to modify, vary, supplement or explain any provision of this Agreement shall be effective unless in writing, signed by representatives of both parties authorized to amend 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.

27. WAIVER. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be so expressed in writing and signed by the party to be bound.

28. MISCELLANEOUS. The validity, interpretation and performance of this agreement shall be governed and construed in accordance with the laws of the State Texas.

All paragraph headings herein are for convenience only and are in no way to be construed as part of this

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Agreement or as a limitation of the scope of the particular sections to which they refer.

In the event of a conflict between the terms or conditions of this Agreement and those of the Acceptance Letter, the terms and conditions of this Agreement shall control.

29. SEPARABILITY. If any Section, subsection, sentence or clause of this Agreement shall be adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the Agreement as a whole or of any Section, subsection, sentence or clause hereof not so adjudged.

30. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective heirs, executors, administrators, assigns and successors in interest.

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.

CHAMPLINE PETROLEUM COMPANY

By: S A Johnson

Title: SR. Buyer

CHEMICAL WASTE MANAGEMENT, INC.

By: _____

Title: Southern Regional Sales Manager

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