

DL-053096\_08



**CHEM-NUCLEAR SYSTEMS, INC.**

**DEFENSE CONSOLIDATION FACILITY**  
P.O. Box 828 • Barnwell, South Carolina 29812

May 30, 1996  
DCF-BP-96-0088

Dr. Jose DeLeon  
Suite 1427  
Condominio Castillo Del Mar  
Isla Verde, Carolina, PR 00979

Dear Dr. DeLeon:

Chem-Nuclear Systems, Inc. (Chem-Nuclear) is pleased to submit the enclosed agreement for Radioactive Waste Management Services

Chem-Nuclear's personnel are experts in state and federal regulations pertaining to packaging, transporting, and disposing of radioactive materials. You can be assured your shipment will be in complete compliance with all applicable regulations.

If the enclosed agreement is acceptable, please issue a purchase order as required, execute the agreement in the spaces provided, and initial and date the first page of each Exhibit. Return the original documents to my attention and keep a copy for your files.

If you have questions, or need further assistance, please contact me at (803) 259-1119. Our offer is open for your acceptance for thirty (30) days from the date of submittal.

Sincerely,  
*Angus R. Hinson*  
Angus R. Hinson  
Manager, Broker Services

Enclosures: Radioactive Waste Management Services Agreement  
Exhibit F, Radioactive Waste Management Services  
Exhibit G, Disposal Services

ARH/arh

- c: L. Toner
- D. Porterfield
- T. Miller



**RADIOACTIVE WASTE MANAGEMENT SERVICE AGREEMENT**

This Agreement dated May 30, 1996, consisting of the terms and conditions set forth below, the Additional Definitions, Terms and Conditions set forth on the reverse side hereof, and such Exhibits and supplemental contract documents as are described herein (all of the foregoing being collectively referred to as the "Agreement"), is made as of the date shown below by an between the Customer named below ("Customer") and Chem-Nuclear Systems, Inc. ("CNSI"), having principal offices located at 140 Stoneridge Drive, Columbia, South Carolina 29210.

1. Customer may from time to time provide CNSI with a proposal solicitation, purchase order or other equivalent document requesting particular Services which Customer wishes CNSI to perform. Customer shall provide CNSI with a complete description of the composition, form, quantity and location of the Waste with respect to which Services to be performed and, when required by CNSI, a representative sample of such Waste.

2. Upon CNSI's agreement to perform the particular Services requested by Customer, CNSI shall issue to Customer an exhibit or supplemental contract document(s) in the form of a confirmation describing the scope of the particular Services to be performed by CNSI and containing all other terms applicable to CNSI's engagement to perform the Services. By (a) shipping its Waste to CNSI in the manner specified in or pursuant to such confirmation; or (b) issuing a notice to proceed to CNSI; or (c) authorizing CNSI to perform the Services in such other manner as may be agreed by the parties, Customer shall be deemed to have accepted the terms of such confirmation. In no event shall CNSI have an obligation to perform particular disposal Services hereunder until the Waste is accepted by CNSI at a Facility. In the event of changes in the scope of Services to be performed, the parties agree to execute a change order reflecting such changes. Either party may terminate this Agreement upon not less than 30 days' written notice.

3. For Services performed hereunder, Customer shall pay CNSI the fee specified in the confirmation to be furnished by CNSI to Customer. CNSI may at any time, upon not less than 30 days' written notice to Customer, increase or decrease any such fee. If Waste to which such changed fee applies is delivered to CNSI, or if Services is performed by CNSI, more than 30 days after Customer's receipt of notice of such change, Customer shall be deemed to have accepted such changed fee and the supplemental contract document(s) relating to such Services shall be deemed to have been amended accordingly. Each invoice which includes charges for disposal of Wastes at CNSI's Barnwell, South Carolina Facility shall be paid within fifteen (15) days of receipt by Customer. Otherwise, each invoice shall be paid within thirty (30) days of receipt. A service charge of one percent (1%) per month on the unpaid balance shall be added to the net amount of past due invoices.

4. Customer agrees to pay all taxes, tariffs, fees, surcharges or other charges at any time levied upon or payable with respect to CNSI's performance of Services or Customer's Waste. Customer shall reimburse CNSI for such taxes, tariffs, fees, surcharges or other charges upon CNSI's submission of an invoice stating that the same have been levied or paid. Pricing quoted in any supplemental contract document or exhibit to this Agreement does not include applicable state sales tax. Unless Customer provides CNSI a sales tax exemption certificate, CNSI shall bill Customer for such sales tax.

CHEM-NUCLEAR SYSTEMS, INC

Customer

By: *Angus R. Wilson*

By: \_\_\_\_\_

Title: Manager, Broker Services

Title: \_\_\_\_\_

Date: May 30, 1996

Date: \_\_\_\_\_

Address: \_\_\_\_\_



ADDITIONAL DEFINITIONS, TERMS AND CONDITIONS

5. The following terms used in this Agreement shall have the meanings as follows. Terms not specifically defined below shall have the customary meanings used in the nuclear industry.

"Equipment" means the tools, supplies, and capital equipment used by CNSI or provided to Customer in the performance of the Services.

"Facility" means a facility designated for treatment or disposal of the Wastes under each supplemental contract document.

"Services" means the services to be performed by CNSI pursuant to the order documents referred to in Paragraph 1 on the reverse side hereof.

"Waste" means substances intended for disposal, conforming in isotopic composition to the criteria for disposal at a licensed low-level radioactive waste burial site. The term "Waste" shall also include radioactive materials to be managed by CNSI under this Agreement, but not intended for disposal.

6. CNSI represents and warrants to Customer that: (a) all CNSI vehicles and each facility utilized to perform Services hereunder shall have all permits, licenses, certificates or approvals required under applicable laws and regulations for such Services; and (b) CNSI will perform Services for Customer in a safe and workmanlike manner, in a manner consistent with sound, prudent commercial nuclear industry practice, and in compliance with all statutes, ordinances, laws, orders, rules and regulations applicable to the Services. Services not performed consistent with the requirements of this Agreement shall be reperformed by CNSI at no additional charge if reperformance would reasonably remedy improper performance. If proper performance cannot be reasonably obtained through reperformance, CNSI shall refund 100 percent of payments made to it by Customer for the portion of the Services improperly performed. CNSI warrants to Customer that any Equipment provided under this Agreement shall be free from defects in material and workmanship and reasonably fit for the purposes for which intended for a period of ninety (90) days from delivery. CNSI shall repair or replace defective Equipment. Customer's remedies for breach of warranty are strictly, exclusively and expressly limited to those stated in this Service Agreement and in any incorporated documents. THE WARRANTIES STATED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CNSI WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM PERFORMANCE OR NON-PERFORMANCE HEREOF NOR FOR THE RESULTS OF A NUCLEAR INCIDENT.

7. Customer represents and warrants to CNSI that: (a) its Waste shall at all times conform in all material respects to the descriptions and specifications of the Waste provided to CNSI; (b) Customer has made available all information it has regarding the Waste and the work conditions in the vicinity of the premises where the Services are to be performed, and if Customer receives information that the Waste presents, or may present, a hazard or risk to persons or the environment not reasonably disclosed by Customer, Customer will promptly report such information to CNSI; (c) in the event Customer is not the Generator of the Waste, Customer has all necessary authority to enter into this Agreement with respect to the such Waste; (d) Customer is under no legal restraint which prohibits the transfer of possession of such Waste to CNSI; and (e) Customer shall comply with all applicable statutes, ordinances, laws, orders, rules and regulations, and shall provide CNSI a safe work environment for any Services performed on premises owned or controlled by Customer.

8. Customer's Waste shall be deemed non-conforming if: (a) the Waste fails to conform to the descriptive information provided by Customer, (b) the Waste is not of a type permitted for disposal at the Facility, or (c) contains constituents not reasonably disclosed to CNSI, which increase the cost or risk of managing such Waste, including, without limitation, hazardous wastes regulated under the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., as amended. In the event Customer's Waste is found to be non-conforming, CNSI and Customer shall, in good faith, attempt to amend any pertinent documents and/or correct any improper containerization, marking or labeling to enable CNSI to accept such non-conforming Waste at its disposal facility. If the parties cannot, within a reasonable time after CNSI notifies Customer the Waste is non-conforming, resolve the same as set forth above, Customer shall make prompt arrangements for the removal of such non-conforming Waste from the Facility at which they are located to another lawful place of disposition. Customer agrees to pay CNSI its reasonable expenses and charges for performing Services with respect to non-conforming Waste returned to Customer.

9. CNSI agrees to indemnify and save harmless Customer and its officers, directors, employees, agents and contractors from and against any and all liabilities, losses, penalties, fines, claims, costs and expenses incidental thereto (including costs of defense, settlement, and reasonable attorneys' fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death), property damage, contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, laws, orders, rules or regulations, (a) to the extent caused by CNSI's breach of the Agreement, or by any negligent act, negligent omission or willful misconduct of CNSI or its employees, agents or contractors in the performance of this Agreement, or (b) arising out of the performance of Services with respect to Customer's Waste which conforms to the description and specifications provided by Customer after CNSI removes such Waste from Customer's premises. Customer agrees to indemnify and save harmless CNSI and its officers, directors, employees, agents and contractors from and against any and all liabilities, losses, penalties, fines, claims, costs and expenses incidental thereto (including costs of defense, settlement, and reasonable attorneys' fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death), property damage, contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, laws, orders, rules or regulations, to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of Customer or its employees, agents or contractors in the performance of this Agreement. In no event shall either party be responsible to the other for consequential damages.

10. CNSI shall procure and maintain throughout the term of this Agreement liability insurance covering its activities under this Agreement in at least such amount(s) as are required by applicable laws and regulations. Such insurance shall include Nuclear Liability Insurance (Facility Form) for CNSI's Barnwell, SC disposal facility in an amount not less than three million dollars (\$3,000,000). CNSI shall provide a standard certificate of insurance to Customer evidencing such coverages upon request.

11. The performance of this Agreement, except for the payment of money relating to Services already performed, may be suspended by either party in the event such performance is prevented by any cause beyond the reasonable control of such party. The party whose performance is suspended shall use all reasonable efforts to resume performance promptly. If any portion of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the same shall not affect the legality, validity or enforceability of the Agreement as a whole or of any portion thereof not so adjudged. This Agreement shall be governed by the laws of the State of New Jersey, except for Disposal Services which will be governed by the laws of South Carolina, without regard to conflicts of laws provisions. This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all previous agreements, discussions, representations and correspondence between the parties. It is understood and agreed that no agreement, guarantee, warranty or duty, express or implied, not expressed herein shall limit or qualify the terms of this Agreement. This Agreement may only be amended in a writing signed by both of the parties. In the event of a conflict between the terms set forth herein and any supplemental contract documents herein contemplated, the terms set forth herein shall govern. Notwithstanding the preceding sentence, in the event of a conflict between Paragraph 3 on the reverse hereof and any such supplemental contract document issued by CNSI, such supplemental contract document shall govern. The preprinted terms and conditions appearing on any of Customer's purchase orders shall be null and void. Any notice to be given hereunder shall be in writing (including, without limitation, by facsimile transmission) and sent to the address of the other party.



Chem-Nuclear Systems, Inc.

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INITIALS OF REPRESENTATIVES  
CHEM-NUCLEAR JA DATE: 5/30/96  
COMPANY: \_\_\_\_\_ DATE: \_\_\_\_\_

**EXHIBIT F**  
**WASTE PACKAGING, SHIPMENT CERTIFICATION AND TRANSPORTATION**

**1.0 SCOPE**

1.1 **General:** In response to Company's request for quotation dated May 6, 1996 from Dr. Jose DeLeon, Chem-Nuclear offers to perform the following waste management services.

- Waste Packaging
- Shipment Certification
- Waste Transportation

These services will be provided to Company at its Isla Verde, Carolina, PR facility for the inventory of radioactive materials described in Company's request.

1.2 **Waste Packaging:** Chem-Nuclear will provide a qualified technician(s) to inspect and properly package Company's inventory of radioactive material in conformance with all applicable Federal, State and disposal site requirements. Responsibility for providing packaging materials and packagings set forth in Section 2.0

1.3 **Shipment Certification:** Chem-Nuclear will provide a qualified technician to inspect, mark, label, classify and radiologically survey packaged waste for disposal. The technician will then prepare all required shipping documents, manifests and notifications for signature by the Company's designated representative. Finally, the technician will perform all required radiation and contamination surveys of the transport vehicle and properly placard the transport vehicle prior to releasing it from Company's facility.

1.4 **Waste Transportation:** Chem-Nuclear will provide transportation equipment and carrier required permits for the transportation of properly packaged and manifested waste from Company's facility to the Barnwell Waste Management Facility. The type of transportation service is described in Section 2.1.

1.5 **Scheduling:** Upon Company's acceptance of this Contract and Exhibit(s), Chem-Nuclear will assist Company in obtaining any required permits and approvals for the transportation and disposal of its radioactive waste or material. A mutually agreeable



schedule for the pickup of Company's waste will be established once all administrative preliminaries are completed.

## 2.0 SPECIFIC RESPONSIBILITIES OF PARTIES

### 2.1 Chem-Nuclear shall:

- 2.1.1 Provide the required amount of shipping/disposal containers for the packaging of Company's inventory of radioactive materials. Chem-Nuclear assumes the radioactive device can be packaged within one (1) 30 gallon DOT Specification 7A Type A container meeting all disposal site requirements.
- 2.1.2 Provide the necessary packaging materials.
- 2.1.3 Provide all required shipping documents, labels, and placards.
- 2.1.4 Provide transportation of the packaged radioactive waste to the Barnwell Waste Management Facility and the Chem-Nuclear Consolidation Facility for processing and consolidation.
- 2.1.5 Provide radiological control equipment and supplies necessary to conduct the packaging and certification services, including protective clothing and radiation monitoring equipment.
- 2.1.6 Provide Health Physics coverage and support required to conduct the packaging operations in a safe and proper manner.
- 2.1.7 Offer Suppliers' and Transporters' insurance coverage to the Company in order to satisfy the insurance requirements associated with a South Carolina Department of Health and Environmental Control Transport Permit. The waste generator must obtain this permit prior to performance of services.
- 2.1.8 Provide assistance to the Company in obtaining permits, making shipment notifications or in communications/interfaces with regulatory agencies. A South Carolina Waste transport permit will be required by the generator of the radioactive waste. Chem-Nuclear will provide assistance in obtaining this required permit. In addition, disposal of the radioactive waste inventory will require a variance to existing Barnwell Low-Level Radioactive Waste Facility License conditions prior to acceptance. Chem-Nuclear will provide assistance in meeting this requirement. However, Chem-Nuclear's assistance does not imply or guarantee that the required variance will be granted.



**Chem-Nuclear Systems, Inc.**

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- 2.1.9 Provide materials, components and procedures in accordance with Chem-Nuclear's Quality Assurance Program.
- 2.1.10 Provide a receipt of disposal to Company within one week of acceptance of waste at the disposal site.

**2.2 Company shall:**

- 2.2.1 Provide adequate work space for the performance of the packaging and shipment certification service; storage of shipping containers and packaged radioactive waste; loading/unloading of shipping containers; administrative work area; and personnel hygiene area.
- 2.2.2 Obtain, with Chem-Nuclear's assistance, the necessary shipper/ generator permits required to transport and dispose of the Company's waste.
- 2.2.3 Provide local and long distance telephone service for required business calls by Chem-Nuclear personnel.
- 2.2.4 Provide electrical and water services as required
- 2.2.5 Provide to Chem-Nuclear, as requested, the following information concerning the Company's waste: physical characteristics, chemical and/or radiological composition, representative radiation and contamination levels or other information as deemed necessary by Chem-Nuclear to satisfactorily perform services under this agreement.
- 2.2.6 Provide assistance in maintaining Chem-Nuclear's personnel radiation exposure as low as reasonably achievable (ALARA). This assistance includes, but is not limited to, Company's providing required radiation shielding to maintain low background radiation dose rates in the work area. In addition, shielding may be required to shield Chem-Nuclear technicians from Company's operations and Chem-Nuclear's packaging operations.
- 2.2.7 Provide the name of the Company employee designated to be responsible for coordination of services between Chem-Nuclear and the Company.

Name: \_\_\_\_\_ Company: \_\_\_\_\_

Title: \_\_\_\_\_ Phone No: \_\_\_\_\_



Chem-Nuclear Systems, Inc.

2.3 Miscellaneous:

2.3.1 The waste management services shall be performed with equipment and by procedures to Chem-Nuclear specifications only. Chem-Nuclear will provide procedures for this complete evolution for review by the Company as requested. Changes to the procedures requested by the Company that impact the cost of the project shall be billed to the Company.

2.3.2 Pricing in this Exhibit is based upon conformance with packaging specifications in accordance with all Applicable Requirements. "Applicable Requirements" is defined as all applicable provisions of the following: Title 10 and Title 49 of the Code of Federal Regulations; the Disposal Site License(s); the Disposal Site Criteria and all amendments thereto.

3.0 PAYMENT: Pricing quoted does not include applicable state or use tax.

3.1 Waste Packaging, Shipment Certification and Transportation Services will be performed for the firm fixed price of \$ 5,319.00

3.2 Total estimate project cost (excluding disposal) \$ 5,319.00

**NOTE: DISPOSAL PRICING IS FOUND IN SECTION 3.0 OF EXHIBIT G.**

3.3 Should the project exceed the scheduled 8 hours on-site at Company's facility (beyond the control and through no fault of Chem-Nuclear) the following charges shall apply.

3.3.1 For eight (8) hours of Packaging and Shipment Certification Service (includes labor, subsistence, local travel and expenses) \$ 700.00 Per Weekday  
\$ 750.00 Per Weekend Day

3.3.2 Overtime labor (in excess of eight (8) hours/day) \$ 70.00 Per Hour

3.3.3 Expenses for non-working Saturday or Sunday \$ 225.00 Per Weekend Day



**Chem-Nuclear Systems, Inc.**

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3.3.4 Supplies, materials, equipment  
rental, etc. Burdened cost Plus 15%

**NOTE: AS AN OPTION TO THE COMPANY, AND WITH CHEM-NUCLEAR'S CONCURRENCE, ITEMS CONTAINED UNDER SECTION 2.2. WILL BE PROVIDED BY CHEM-NUCLEAR AT THE RATES SPECIFIED IN SECTION 3.3 ABOVE.**

**4.0 AGREEMENT INTERPRETATION:**

**This Exhibit is part of the Agreement referenced on each page of this Exhibit and all General Terms and Conditions of this Agreement are applicable to this and to all services performed pursuant to this Agreement.**

**Pricing stipulated in this Exhibit is valid for 30 days only.**



Chem-Nuclear Systems, Inc.

INITIALS OF REPRESENTATIVES  
CHEM-NUCLEAR AS DATE: 5/30/96  
COMPANY: \_\_\_\_\_ DATE: \_\_\_\_\_

## **EXHIBIT G** **DISPOSAL SERVICES**

### **Section 1. Definitions**

- 1.1 Waste: Waste means properly packaged material limited in isotopic composition to that permitted in Site licenses (South Carolina Department of Health and Environmental Control Radioactive Material License #097, as amended, or Nuclear Regulatory Commission Special Nuclear Material License No. 12-13536-01, as amended).
- 1.2 Applicable Requirements: The Applicable Requirements are the current and future revisions to the following that are in effect at the time the Waste arrives at the Site:
- a. The Atomic Energy Act of 1954, as amended.
  - b. The Regulations of the US Nuclear Regulatory Commission.
  - c. Title 13, Chapter 7, Article 2 of the Code of Laws of South Carolina.
  - d. The South Carolina Department of Health and Environmental Control Regulations Sections 61-83.
  - e. The South Carolina Department of Health and Environmental Control Radioactive Material License #097, as amended.
  - f. The Chem-Nuclear Barnwell Disposal Site Criteria.
  - g. US Department of Transportation regulations.
  - h. U. S. Nuclear Regulatory Commission SNM License No. 12-13536-01.
- 1.3 Acceptance of Waste: Acceptance of Waste means the determination by Chem-Nuclear and the South Carolina Inspector at the Site that a shipment of Waste meets the Applicable Requirements.

### **Section 2. Scope**

- 2.1 This Exhibit sets forth the terms for low-level radioactive disposal for wastes which have been packaged, certified and transported in accordance with Exhibit F to the Agreement. Company and Chem-Nuclear recognize that conformance with the Applicable Requirements is a shared responsibility when the waste generator provides technical information concerning their radioactive material inventory to Chem-Nuclear. Chem-Nuclear will utilize this information to properly perform the services offered in



**Chem-Nuclear Systems, Inc.**

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this Agreement, which may include packaging of radioactive waste. Chem-Nuclear shall take title to and dispose of Company's waste when acceptance of waste occurs.

- 2.2 Should this agreement require Chem-Nuclear to package Company's inventory of radioactive materials, then Chem-Nuclear hereby warrants and represents to Company that it will package said radioactive materials in conformance with the Applicable Requirements, based upon representations and information provided to Chem-Nuclear by Company.
- 2.3 Should the agreement not require Chem-Nuclear to perform packaging and/or waste processing services, then Company hereby warrants and represents to Chem-Nuclear that the contents of each package submitted to Chem-Nuclear for disposal pursuant to this Agreement comply with the Applicable Requirements.

**Section 3. Payment**

- 3.1 Company shall pay for Waste disposal billed according to the published Rate Schedule in effect at the time of acceptance of waste.

Based upon the inventory of waste identified in Section 1.0 of Exhibit F, disposal of Company's waste per the current Barnwell Waste Management Facility Rate Schedule is estimated at

\$ 380.00

- 3.2 Based upon current imposed SC LLRW Disposal Tax and the inventory of waste identified in Section 1.0 of Exhibit F, total SC LLRW taxes to be billed at time of disposal are estimated at

\$ 1,100.00

- 3.3 Based upon the inventory of waste identified in Section 1.0 of Exhibit F, Class B/C Waste Surcharge (Class B/C disposal vault) per the Barnwell Waste Management Facility Rate Schedule is estimated at

\$ 1,462.00

**NOTE: TOTAL DISPOSAL COSTS ARE DERIVED BY THE SUM OF 3.1, 3.2 AND 3.3 ABOVE.**

**Section 4. Warranty**

- 4.1 Chem-Nuclear warrants that after Acceptance of Waste occurs, it will be disposed of in accordance with the Site licenses. If Chem-Nuclear fails to properly dispose of the Waste, Chem-Nuclear shall take such steps as are practical to remedy its breach of



**Chem-Nuclear Systems, inc.**

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warranty. Chem-Nuclear shall indemnify, defend, and hold Company harmless from all claims, losses, and costs resulting from its failure to properly dispose of Company's accepted Waste.

- 4.2 Company's remedies for breach of warranty are strictly, exclusively and expressly limited to those stated in subsections 4.1. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 5. Liability

- 5.1 Chem-Nuclear must maintain Nuclear Liability Insurance for the Barnwell, South Carolina Disposal Site (Facility Form) in an amount not less than \$3,000,000.
- 5.2 In no event will Chem-Nuclear be liable for loss, damage, or loss of use of property or injury to or death of persons arising out of or resulting from negligence of third parties at Chem-Nuclear's Site.
- 5.3 CHEM-NUCLEAR WILL NOT BE LIABLE TO COMPANY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM THE PERFORMANCE OF DISPOSAL SERVICES

Section 6. Termination

- 6.1 This Exhibit will be renewed automatically on its anniversary date for one (1) year unless terminated as provided below. Either party may terminate this Exhibit on thirty (30) days' written notice to the other without termination charges.
- 6.2 Company may terminate this Exhibit or any shipment thereunder without prior notice and without termination charges for Chem-Nuclear's failure to comply with the Applicable Requirements.
- 6.3 Either party may terminate this Exhibit or any shipment thereunder without notice, written or oral, and without termination charges for acts of God, government, legislative or executive acts, national emergency, or similar significant occurrence beyond the reasonable control of the terminating party.

Section 7. Miscellaneous

- 7.1 This Exhibit will be governed by the laws of South Carolina. All disputes arising out of performance of this Exhibit will be brought before a South Carolina state court or the United States Federal Court for the District of South Carolina.



Chem-Nuclear Systems, Inc.

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- 7.2 The provisions of this Exhibit express the entire agreement of the Parties. Any prior or contemporaneous understanding, promise, warranty, or condition has no effect.
- 7.3 If a provision of this Exhibit is held to be invalid, either party may suspend performance pending good faith renegotiation of the invalid provision. If neither party exercises such option, the remainder of the Exhibit will continue in effect.
- 7.4 This Exhibit will endure to the benefit of and be binding on the Parties' successors and assigns. Company must not assign this or any portion of it without the written consent of Chem-Nuclear.
- 7.5 Chem-Nuclear complies with Title VII of the Civil Rights Act of 1964, Section 503 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, the amendments to these Acts, Executive Order 11246, and the regulations issued thereunder

(FOR LFMS USE)  
INFORMATION FROM LTS

Program Code: 02210  
Status Code: 0  
Fee Category: 7C  
Exp. Date: 20010430  
Fee Comments:  
Decom Fin Assur Reqd: N

License Fee Management Branch, ARM  
and  
Regional Licensing Sections

LICENSE FEE TRANSMITTAL

A. REGION II

1. APPLICATION ATTACHED

Applicant/Licensee: DE LEON M.D., JOSE M.  
Received Date: 960329  
Docket No: 3017134  
Control No.: 257018  
License No.: 52-19206-01  
Action Type: Amendment

2. FEE ATTACHED  
Amount: 800  
Check No.: 8000

3. COMMENTS

Signed  
Date

*[Signature]*  
*[Date]*

B. LICENSE FEE MANAGEMENT BRANCH (Check when milestone 03 is entered / Y/N)

- 1. Fee Category and Amount: 7C / \$800
- 2. Correct Fee Paid. Application may be processed for:  
Amendment  
Renewal  
License
- 3. OTHER

Signed  
Date

*[Signature]*  
*[Date]*

*RITA. Note per tape. stamped  
3/23/96*

LOB	
Remitter	5070
Check No.	8000
Amount	800
Fee Category	7C
Type of Fee	Amendment
Date Check Rec'd.	3/23/96
Date Completed	3/23/96
By: [Signature]	