



Republic Services, Inc.

18500 N. Allied Way, Phoenix, AZ 85054

SPECIAL WASTE DEPARTMENT DECISION

Waste Profile #
3825104167

Expiration Date
7/18/2011

I. Decision Request:

Initial Recertification Change

Disposal Facility: 3825 - Apex Regional Landfill (Silver State Disposal)

Generator Name: TRONOX

Generator Site Address: 560 W LAKE MEAD PKWY

City: HENDERSON

County:

State: NV

Zip:

Name of Waste: MAGANESES DIOXIDE TAILING

Estimated Annual Volume: 240,000 Cubic Yards

I. Special Waste Department Decision: Approved Rejected

Management Method(s): Landfill Solidification Bioremediation Transfer Facility


Problematic Special Waste according to Republic? Yes No

If yes, which one? _____

Approved by Special Waste Review Committee? Yes No Not Applicable

Precautions, Conditions or Limitations on Approval

"Dusty/Powdery" Material: Waste must be shipped in a manner that minimizes fugitive dust emissions. Proper PPE must be worn when handling this material.

Special Waste Analyst Signature: 
Date: 3/31/2010

Name (Printed): MARK PHILLIPS

II. Facility Decision: Approved Rejected

Precautions, Conditions or Limitations on Approval

By signing below, the General Manager or Designee agrees that a fully executed Special Waste Service Agreement is on file for this profile and that the special waste file is complete.

General Manager or Designee: _____
Date: 3/31/2010

Name (Printed): _____



SPECIAL WASTE PROFILE

Requested Disposal Facility: Apex Regional LF NY 3825

Waste Profile #
3825-10-4167
Sales Rep #. 476 Rob Tidwell

Saveable fill in form. Restricted printing until all required (yellow) fields are completed.

I. Generator Information

Generator Name: <u>Tronox LLC</u>			
Generator Site Address: <u>560 West Lake Mead Pkwy</u>			
City: <u>Henderson</u>	County: <u>Clark</u>	State: <u>Nevada</u>	Zip: <u>89015</u>
State ID/Reg No: <u>NA</u>	State Approval/Waste Code: <u>NA</u>	(if applicable)	NAICS # : <u>SIC 2819</u>
Generator Mailing Address (if different): <u>PO Box 55</u>			
City: <u>Henderson</u>	County: <u>Clark</u>	State: <u>Nevada</u>	Zip: <u>89009</u>
Generator Contact Name: <u>Susan Crowley / Rick Stater</u>		Email: <u>smcrowley@cox.net</u>	
Phone Number: <u>7025927727</u>	Ext: <u>NA</u>	Fax Number: <u>7026512310</u>	

IIa. Transporter Information

Transporter Name: <u>Werdco</u>		Contact Name: <u>Brandon Conrad</u>	
Transporter Address: <u>4660 Flippin St</u>			
City: <u>Las Vegas</u>	County: <u>Clark</u>	State: <u>NV</u>	Zip: <u>89131</u>
Phone Number:	Fax Number:	State Transportation Number:	

IIb. Billing Information

Bill To: <u>Tronox LLC</u>		Contact Name: <u>Susan Crowley</u>	
Billing Address: <u>PO Box 55</u>		Email: <u>smcrowley@cox.net</u>	
City: <u>Henderson</u>	State: <u>NV</u>	Zip: <u>89009</u>	Phone: <u>7025927727</u>

III. Waste Stream Information

Name of Waste: <u>Manganese dioxide tailing</u>	
Process Generating Waste: <u>Manganese dioxide tailings are the left over material from a beneficiating process whereby manganese dioxide ore is leached and most manganese content is removed for product.</u>	
Physical State:	<input checked="" type="checkbox"/> SOLID <input type="checkbox"/> SEMI-SOLID <input type="checkbox"/> POWDER <input type="checkbox"/> LIQUID
Method of Shipment:	<input checked="" type="checkbox"/> BULK <input type="checkbox"/> DRUM <input type="checkbox"/> BAGGED <input type="checkbox"/> OTHER:
Estimated Annual Volume: <u>240,000</u>	Cubic Yards <input checked="" type="checkbox"/>
Frequency:	<input checked="" type="checkbox"/> ONE TIME <input type="checkbox"/> ANNUAL
Disposal Consideration:	<input checked="" type="checkbox"/> LANDFILL <input type="checkbox"/> SOLIDIFICATION <input type="checkbox"/> BIOREMEDIATION

IV. Representative Sample Certification

NO SAMPLE TAKEN

Is the representative sample collected to prepare this profile and laboratory analysis, collected in accordance with U.S. EPA 40 CFR 261.20(c) guidelines or equivalent rules? <u>JAN 14 2010</u>	<input checked="" type="checkbox"/> YES or <input type="checkbox"/> NO
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Sample Date: <u>June 24 2008</u>	Type of Sample: <input type="checkbox"/> COMPOSITE SAMPLE <input checked="" type="checkbox"/> GRAB SAMPLE
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Sample ID Numbers: None SAMPLE ID # 001 Pgen REFERENCE NEW TAILINGS
SAMPLE ID: MNOZ TAILINGS

Waste Profile #

V. Physical Characteristics of Waste

Characteristic Components	% by Weight (range)				
1. Undissolved soil / ore	95.000				
2. Sulfided metal (manganese) precipitate from acidic solution	5.000				
3.					
4.					
5.					
Color	Odor (describe)	Does Waste Contain Free Liquids?	% Solids	pH:	Flash Point
Gray Brown	None	<input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No	100.00	NA	NA °F

Attach Laboratory Analytical Report (and/or Material Safety Data Sheet) Including Chain of Custody and Required Parameters Provided for this Profile


Does this waste or generating process contain regulated concentrations of the following Pesticides and/or Herbicides: Chlordane, Endrin, Heptachlor (and it epoxides), Lindane, Methoxychlor, Toxaphene, 2,4-D, or 2,4,5-TP Silvex as defined in 40 CFR 261.33?	<input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No
Does this waste contain reactive sulfides (greater than 500 ppm) or reactive cyanide (greater than 250 ppm) [reference 40 CFR 261.23(a)(5)]?	<input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No
Does this waste contain regulated concentrations of Polychlorinated Biphenyls (PCBs) as defined in 40 CFR Part 761?	<input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No
Does this waste contain concentrations of listed hazardous wastes defined in 40 CFR 261.31, 261.32, 261.33, including RCRA F-Listed Solvents?	<input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No
Does this waste exhibit a Hazardous Characteristic as defined by Federal and/or State regulations?	<input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No
Does this waste contain regulated concentrations of 2,3,7,8-Tetrachlorodibenzodioxin (2,3,7,8-TCDD), or any other dioxin as defined in 40 CFR 261.31?	<input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No
Is this a regulated Radioactive Waste as defined by Federal and/or State regulations?	<input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No
Is this a regulated Medical or Infectious Waste as defined by Federal and/or State regulations?	<input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No
Is this waste a reactive or heat generating waste?	<input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No
Does the waste contain sulfur or sulfur by-products?	<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No
Is this waste generated at a Federal Superfund Clean Up Site?	<input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No
Is this waste from a TSD facility, TSD-like facility or waste consolidator?	<input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No

VI. Certification

I hereby certify that to the best of my knowledge and belief, the information contained herein is a true, complete and accurate description of the waste material being offered for disposal and all known or suspected hazards have been disclosed. All Analytical Results/Material Safety Data Sheets submitted are truthful and complete and are representative of the waste.

I further certify that by utilizing this profile, neither I nor any other employee of the company will deliver for disposal or attempt to deliver for disposal any waste which is classified as toxic waste, hazardous waste or infectious waste, or any other waste material this facility is prohibited from accepting by law. I shall immediately give written notice of any change or condition pertaining to the waste not provided herein. Our company hereby agrees to fully indemnify this disposal facility against any damages resulting from this certification being inaccurate or untrue.

I further certify that the company has not altered the form or content of this profile sheet as provided by Republic Services Inc.

Fredrick R. Stater	Tronox LLC
Authorized Representative Name/Title (Type or Print)	Company Name
 Authorized Representative Signature	02/26/2010
	Date



SPECIAL WASTE SERVICE AGREEMENT NON-HAZARDOUS WASTES

Special Waste Profile Number: 3825-10-4167

Generator Billing Information

Name: Tronox LLC
Address: 560 W Lake Mead Pkwy
City: Henderson
State: NV Zip: 89015
Phone: 702-538-7727 Fax: 702-651-2310
Contact: Susan Crowley/Rick Stater

Republic Waste Location (Company)

APEX Landfill
13550 US Highway 93 North
Las Vegas, NV 89165

Project: Manganese Dioxide Tailing County and State of Origin: NV

Additional Information: _____

- Special Waste Service.** Subject to the terms and conditions contained herein, the Company and the Generator agree to be legally bound hereby and the Company agrees to accept at its Facility, Acceptable Waste (hereinafter referred to as "Special Waste" or "Waste") delivered by Generator, and which is acceptable to the Company as herein provided.
- Acceptable Waste.** Only those Special Wastes described in Paragraph 3 herein and in any Special Waste Profile(s) which number is identical to the contract number referenced above, and which Profile(s) are hereby incorporated by reference herein, and which Waste is subsequently approved by the Company and is otherwise in accordance with all laws, regulations and permits, shall be acceptable for disposal at the Facility ("Acceptable Waste").

3. (A) **Rates for Disposal:**

<u>Waste</u>	<u>Disposal Method</u>	<u>Disposal Rate:</u>	<u>Fees / Taxes / Misc.</u>	<u>Transportation</u>
Manganese Dioxide Tailing	Landfill	19.80 Per Ton	Included	N/A

Additional Information: _____

Generator shall also be liable for all taxes, fees, or other charges imposed by federal, state, local or provincial laws and regulations.

Cannot Exceed Daily Volume of Waived Without Prior Approval of Company.

(B) **Incorporation by Reference.** In addition to Special Waste Profile(s), the following documents are incorporated by reference into this Agreement as if fully set forth herein.

1)N/A

2)N/A

- Term of Agreement.** This Agreement is effective for 16 months, commencing 3/31/2010 and shall automatically be renewed for a similar term thereafter unless either party shall give written notice (via certified mail) of termination to the other party at least thirty (30) days prior written notice.

THE COMPANY AND THE GENERATOR, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED HEREIN, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND ON THE REVERSE SIDE OF THIS DOCUMENT. IN ADDITION, THE GENERATOR IS CERTIFYING THE ATTACHED TERMS AND CONDITIONS HAVE BEEN REVIEWED AND INITIALLED AT THE BOTTOM OF THE PAGE.

GENERATOR

REPUBLIC SERVICES/COMPANY

SIGNATURE (AUTHORIZED REPRESENTATIVE)

SIGNATURE (AUTHORIZED REPRESENTATIVE)

NAME AND TITLE (PLEASE PRINT)

NAME AND TITLE (PLEASE PRINT)

DATE

DATE

Terms and Conditions of Special Waste Service Agreement

5. **The Agreement.** This agreement of the parties ("Agreement") for the disposal of Special Waste shall consist of this Agreement, riders to the Agreement (if any) and any Application, permit and approval that may be applicable to such Waste.
6. **Waste Accepted at Facility.** Generator represents, warrants and covenants that the Waste delivered to Company at its Facility hereunder will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any Waste which does not meet these requirements shall hereinafter be referred to as "Unacceptable Waste". The Generator shall in all matters relating to the collection, transportation and disposal of the Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same. The word "Facility" shall mean any landfill, transfer station or other location used to transfer, process or otherwise dispose of such Waste.
7. **Special Waste.** Generator represents, warrants and covenants that the Waste delivered to Company hereunder (i) will not contain any Special Waste that is not specifically described on any Application which is attached hereto or which is subsequently approved by the Company, (ii) will meet the material description as set forth in any Application and otherwise in all significant respects and (iii) will not contain Unacceptable Waste. The parties may incorporate additional Special Waste as part of this Agreement if prior to delivery of such Waste to Company, Generator has provided an Application for such Waste and Company has approved disposal of such Waste within the limitations and conditions contained in Company's written notice of approval of Special Waste Disposal. Title to any and all Waste handled or disposed of by Company shall at all times remain with Generator and Broker (if a Broker is involved).
8. **Rights of Refusal/Rejection.** The Generator shall inspect all Waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Company has the right to refuse, or to reject after acceptance, any load(s) of Waste(s) delivered to its Facility including if the Company believes the Generator has breached (or is breaching) its representations, warranties, covenants or agreements hereunder, or any applicable federal, state or local laws, regulations, rules or orders, even if only a portion of such Waste load is unacceptable. The Company shall have the right to inspect all vehicles and containers of Waste haulers, including the Generator's vehicles, in order to determine whether the Waste is Acceptable Waste or Unacceptable Waste pursuant to this Agreement and all applicable federal, state and local laws, rules and regulations. The Company's exercise, or failure to exercise, its rights hereunder shall not operate to relieve the Generator of its responsibilities or liability under this Agreement. The Generator shall be responsible for, and bear all reasonable expenses and damages incurred by the Company, as a result of the Unacceptable Waste and in the reloading and removal of Unacceptable Waste disposed in the Facility. The Company, may also, in its sole discretion, require the Generator to promptly remove the Unacceptable Waste.
9. **Limited License to Enter.** This Agreement provides Generator with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the Facility in the manner directed by Company. Except in an emergency, Generator's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Waste, Generator's personnel shall promptly leave the Facility. Under no circumstances shall Generator or its personnel engage in any scavenging of Waste or other materials at the Facility. The Company reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of Waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to, speed limits on haul roads imposed by the Company, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. Generator agrees to conform to such rules and regulations as they may be established and amended from time to time. Company may refuse to accept Waste from and shall deny an entrance license to, any of Generator's personnel whom Company believes is under the influence of alcohol or other chemical substances. Generator shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the facility of Company.
10. **Charges and Payment.** Payment shall be made by Generator within sixty (60) days after receipt of invoice from Company. In the event that any amount is overdue, the Company may terminate this Agreement. Generator agrees to pay a finance charge equal to the maximum interest rate permitted by law. Generator shall be liable for all taxes, fees, or other charges imposed upon the disposal of the Waste by federal, state, local or provincial laws and regulations. Company, from time to time, may modify its rates upon sixty (60) days written notice to Generator.
11. **Termination.** Generator's obligations, representations, warranties and covenants regarding the Waste delivered and all indemnities shall survive termination of this Agreement. Should Generator materially default in any of its obligations hereunder, then Company may immediately terminate this Agreement and Generator shall be liable for all costs and damages incurred by the Company.
12. **Driver's Knowledge and Authority.** Generator represents, warrants and covenants that its drivers who deliver Waste to Company's Facility have been advised by Generator of the Company's prohibition on deliveries of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances or any other Unacceptable Waste to the Facility of Company's restrictions on deliveries of Special Waste to the Facility, of the definitions of "Hazardous Waste and Hazardous Substances" as provided by applicable federal, state and local law, rules and regulations and "Special Waste" as provided herein, and of the terms of this license to enter Company's Facility.
13. **Indemnification.** Generator shall indemnify, defend and hold harmless the Company and its subsidiaries, affiliates and parent corporations, as applicable and their respective officers, directors, lenders, employees, subcontractors and agents from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys fees arising under federal, state or local laws, regulations or ordinances, or relating to the content of the Waste, or arising out of or in connection with any breach of this Agreement or arising out of the negligent collection, transportation and disposal of Waste by Generator or Generator's employees, agents, subcontractors or representatives thereof. Generator shall also be responsible for increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of the Company as to the content of the Waste following discovery of potentially Unacceptable Waste. This indemnification and other obligations stated in this paragraph shall survive the termination of this Agreement.
14. **Insurance.** Generator shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

Coverages	Minimum Amounts of Insurance
Worker's Compensation	Statutory
General Liability	\$500,000 combined single limit
Automobile Liability	\$500,000 combined single limit

- All insurance will be by insurers authorized to do business in the state in which the Facility is located. Prior to Generator being allowed on Facility premises, Generator shall provide the Company with certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force. Said policies shall not thereafter be canceled, be permitted to expire or lapse, or be changed without thirty (30) days advance written notice to the Company. Generator warrants that it will secure the above minimum amounts of insurance from any transportation of the Waste to the Facility.
15. **Failure to Perform.** Neither party hereto shall be liable for its failure to perform hereunder due to circumstances not its fault and beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, protests, civil disturbances or sabotage, changes in law, fires, floods, compliance with government requests, explosions, accidents, weather, lack of required natural resources, or acts of God affecting either party hereto. In the event of any of the circumstances provided for in the preceding sentence, including, but not limited to, whether any federal, state or local court or governmental authority takes any action which would (i) close or restrict operations at the Facility, (ii) limit the quantity or prohibit the disposal of Waste at the Facility, or (iii) limit the ability of or prohibit Generator from delivering Waste to the Facility, the Company shall have the right, at its option, to reduce, suspend or terminate Generator's access to the Facility immediately, without prior notice and without any additional liabilities between the parties, other than Generator's payment obligation hereunder. Neither Party is required hereunder to settle any labor dispute against its own best judgment.
 16. **Other Termination.** The occurrence of any of the following events shall also constitute an event of default by the Generator and shall give the Company the right to immediately terminate this Agreement:
 - (A) A petition for reorganization or bankruptcy filed by or against the Generator.
 - (B) Failure by Generator to pay any amounts due to Company.
 - (C) Any breach by Generator of any of its obligations pursuant to the Agreement.

Generator shall be liable for and shall indemnify, defend and hold harmless Company from any losses, claims expenses or damages incurred by the Company as a result of termination hereunder.
 17. **Assignment.** Generator may not assign, transfer or otherwise vest in any other Company, entity or person, in whole or in part, any of its rights or obligations under the Agreement without the prior written consent of the Company, provided, however, that the Company may without any such prior written consent, assign its rights and/or obligations under the Agreement to a subsidiary or affiliate corporation.
 18. **Right of Disposal.** This Agreement does not grant any rights to dispose of Waste other than in accordance herewith. The Company reserves the right to immediately terminate access to the Facility by Generator and Generator's personnel in the event of breach or violation by Generator of any of the terms of this Agreement, the Company's operating rules or payment policies or any applicable laws or regulations.
 19. **Continuing Compliance.** The Generator has a continuing obligation to inform the Company of any new information, or information not previously provided to the Company by Generator which may affect the acceptability of the Waste by the Company. Further, the Generator shall comply with all Company requests for evidence of Generator's continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated Waste profiles on the Waste(s) offered for disposal or, (ii) providing appropriate certification that the Waste being offered for disposal is accurately reflected by the appropriate Application or, (iii) re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or, (iv) allow the Company to re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or (v) all of the above.
 20. **Miscellaneous.**
 - (A) This Agreement shall be governed by the laws of the State in which the Facility is located.
 - (B) No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement.
 - (C) No modification, release, discharge or waiver of any provision or obligation hereof shall be of any force, or effect, unless in writing signed by all parties to this Agreement.
 - (D) Generator shall treat as confidential and not disclose to others during or subsequent to the terms of this Agreement, except as is necessary to perform this Agreement, or to comply with any applicable law or regulation any information (including any technical information, experience or date) regarding the Company's plans, programs, plants, processes, products, costs, equipment or operations which may come within the knowledge of the Generator or its employees in the performance of this Agreement, without in each instance securing the prior written consent of the other Company.
 - (E) If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision.
 - (F) This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgement, purchase order or other response by Generator which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the Company and shall be of no effect.
 - (G) Generator represents, warrants and covenants that it is and, during the term of this Agreement will remain, in compliance with and will perform its obligations pursuant to all applicable laws and regulations and shall indemnify, defend and hold harmless the Company from any breach thereof.
 - (H) It is the understanding and agreement of the parties that the Company is an independent contractor, and is not an agent, nor an authorized representative of the Generator.
 21. **Notices.** All notices herein provided for shall be considered as having been given upon being placed in the mail, certified postage prepaid addressed to the Company or Generator at the address herein set forth in this Agreement or to such other address as may be given to the other party in writing.
 22. **Liquidated Damages.** In the event that this Agreement is terminated by the Generator in a manner not in accordance with paragraph 4 hereof, or terminated due to a breach of this Agreement by the Generator, the Generator shall pay, as liquidated damages, and not as a penalty, the greater of an amount equal to six (6) months' service charges or the Generator's most recent monthly charge multiplied by six (6). The Generator shall be given credit for any advance payments made hereunder, however, in computing the amount owed as liquidated damages hereunder. The Generator acknowledges that this liquidated damages clause is reasonable and is applicable to recover damages related to its investment in equipment, development of landfills and hiring of employees undertaken by the Company to service its customers including the Generator. This liquidated damages clause in no way relieves the Generator from its obligations and liability for other cost or damages as set forth elsewhere in this Agreement.

GENERATOR: _____

Republic Services, Inc/COMPANY: _____

May 2009