IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re: ZACHRY HOLDINGS, INC., et al1 Debtor.	Chapter 11 Case No. 24-90377
ZACHRY HOLDINGS, INC., Plaintiff, v. TIMMY BRIGNAC AND SHONDA BRIGNAC, Defendants.	Adv. Pro. No. 24-03146

CLEAN HARBORS' EMERGENCY MOTION FOR ORDER DECLARING THE AUTOMATIC STAY EXTENDS TO NON-DEBTOR DEFENDANT IN *BRIGNAC V 3M COMPANY ET AL.*, 127-046 , AND, ADDITIONALLY OR IN THE ALTERNATIVE, GRANTING PRELIMINARY INJUNCTIVE RELIEF AND A TEMPORARY RESTRAINING ORDER ENJOINING CONTINUED PROSECUTION OF OR EXPANSION OF THE SAME

Emergency relief has been requested. Relief is requested not later than 4:00 p.m. (prevailing Central Time) on July 24, 2024.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the court may treat the pleading as unopposed and grant the relief requested.

NOW INTO COURT, through undersigned counsel, come Clean Harbors, Inc., Clean Harbors Industrial Services, Inc., and HPC Industrial Services, LLC (collectively, "Clean

Harbors"), who presents this emergency motion seeking orders substantially in the forms attached hereto as Exhibit A (the "TRO Order") and Exhibit B (the "Preliminary Injunction Order").

The TRO Order grants a temporary restraining order staying the continued prosecution of the Louisiana state court matter styled *Brignac v. 3M Company, Shell Catalysts & Technologies LP; Cat Tech, LLC; Turner Industries Group, LLC; Brock Services, LLC; Anco Insulations, Inc.*, 127-046 (La. 10/15/2019) (the "*Brignac* Suit"). The Preliminary Injunction Order (a) extends the automatic stay to prohibit the prosecution of the *Brignac* Suit against Clean Harbors, and, additionally or in the alternative, (b) grants a preliminary injunction pursuant to § 105 of Title 11 of the United States Code (the "Bankruptcy Code") halting the continued prosecution or expansion of the *Brignac* Suit against Clean Harbors during the pendency of the Debtors' Chapter 11 case.

This motion is filed contemporaneously with Clean Harbors' Adversary Complaint in Intervention for Declaratory and Injunctive Relief. In support of this motion, Clean Harbors respectfully states as follows:

PRELIMINARY STATEMENT

Clean Harbors files this Motion to achieve the intended effect of the automatic stay with respect to the *Brignac* Suit. As set forth in the emergency motion filed by the Debtors, and because any judgment in the *Brignac* Suit is, in effect, a judgment against the Debtors, the continued prosecution of the *Brignac* Suit will directly impact property of the estate and impede the Debtors' Chapter 11 efforts and obligations. Thus, extending the automatic stay as requested in this Motion will benefit the Debtors' estate and all creditors.

Clean Harbors seeks this relief on an emergency basis because trial in the *Brignac* Suit is set to begin on August 5, 2024. Despite multiple attempts to reach an agreed stay of the *Brignac* Suit to reflect what Clean Harbors believes is the intended scope of the automatic stay, Plaintiffs,

Timmy Brignac and Shonda Brignac (the "*Brignac* Plaintiffs"), have steadfastly refused. In addition, the Louisiana court in the *Brignac* Suit has indicated he will only recognize the automatic stay if the relief requested in this motion is granted by the Bankruptcy Court.

The requested relief will allow Debtors to pursue their objective of efficiently concluding the Chapter 11 cases, without the distraction, costs, and potential liability related to this pre-petition litigation, so that the Debtors can emerge from bankruptcy and continue their business.

RELIEF REQUESTED

By virtue of the Debtors' voluntary Chapter 11 petition filed in this Court, the *Brignac* Suit is automatically stayed against the Debtors pursuant to Section 362 of the Bankruptcy Code. To realize the intended benefit of the stay and enable Debtors to pursue their reorganization objectives in the Chapter 11 case the Debtors need and therefore seek additional relief. Therefore, Debtors have commenced, and Clean Harbors has intervened in, this adversary proceeding to seek declaratory and injunctive relief pursuant to Rules 7001(7), 7001(9), 7024, and 7065 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and sections 105(a) and 362(a) of the Bankruptcy Code.

I. BACKGROUND

On May 21, 2024, Zachry Holdings, Inc. and its debtor affiliates (collectively, the "Debtors") filed a voluntary petition under Chapter 11.[1] On July 20, 2024, the Debtors filed an adversary complaint and associated emergency motion seeking (a) to have this Court declare the automatic stay extends to an affiliated non-debtor, JVIC Catalyst Services, LLC ("JVIC") and (b) additionally or alternatively, for injunctive relief.[2]

[1] Case No. 24-90377.
[2] Adv. Pro. No. 24-03146, Doc. 1.

The relief sought by JVIC is a stay of the proceedings in a tort suit brought by the *Brignac* Plaintiffs, currently pending in Louisiana's 23rd Judicial District Court for the Parish of Ascension (the "*Brignac* Suit"). The *Brignac* Plaintiffs allege that, during Mr. Brignac's employment at the Shell Chemical Plant in Geismar, Louisiana (the "Plant") between 1987 and 2019, he was exposed to various toxic substances and that, as a result of such exposures, he has developed pneumoconiosis.[3]

The *Brignac* Suit is set for trial on August 5, 2024. As of this filing, only three defendants remain in the *Brignac* Suit—JVIC, Clean Harbors, and Brock Services, LLC ("Brock"). Although the *Brignac* Plaintiffs' claims (including Mr. Brignac's alleged diagnosis) have evolved over time, the *Brignac* Plaintiffs currently allege that, during catalyst "turnarounds,"[4] the activities of JVIC, Clean Harbors, Brock, and their respective predecessors-in-interest exposed Mr. Brignac to hazardous levels of respirable silica and that, as a result of such exposures, Mr. Brignac has developed silicosis (a form of pneumoconiosis).

The *Brignac* Plaintiffs advance two theories of liability against JVIC in the Louisiana proceeding—first, a direct negligence claim against JVIC for its injury-causing acts and omissions; second, a successor liability claim for the alleged injury-causing acts and omissions of corporate entities the *Brignac* Plaintiffs allege are the predecessors-in-interest of JVIC. Among those predecessors-in-interest is Clean Harbors, Inc., which sold the entirety of its U.S.-based catalyst operations to JVIC in 2016.[5]

[3] Despite naming numerous defendants, the Brignacs did not initially name either JVIC Catalyst or Clean Harbors as defendants. Eventually, on April 5, 2021, Plaintiffs amended their pleadings to name JVIC Catalyst as a defendant. Finally, on December 28, 2023, Plaintiffs added Clean Harbors as a defendant.
[4] Periodic maintenance shutdowns.
[5] Exhibit 1 (the "2016 Purchase Agreement").

Regarding successor liability, the overwhelming majority of Mr. Brignac's alleged exposure to respirable silica occurred between 1988 and 1998, when the *Brignac* Plaintiffs allege Mr. Brignac was personally involved in catalyst turnarounds at the Plant. Plaintiff has testified that, during that period, catalyst turnaround activities at the Plant were conducted not by JVIC or Clean Harbors but instead by Catalyst Technologies, Inc. The *Brignac* Plaintiffs contend that, Clean Harbors (in 2009) and JVIC (in 2016) became successors-in-interest to, and thereby acquired the liabilities of, Catalyst Technologies, Inc.

JVIC and Clean Harbors share a common defense to this claim. In 2002, Catalyst Technologies, Inc., entered into an asset purchase agreement under which it sold some—but not all—of its assets to another company, Cat Tech, Inc. JVIC and Clean Harbors contend that, because of that transaction, neither Clean Harbors nor JVIC is a successors-in-interest to any liabilities of Catalyst Technologies, Inc. under *Golden State Bottling Co. v. NLRB*, 414 U.S. 168 (1973). To assert that defense, Clean Harbors and JVIC jointly filed a motion for summary judgment, which remains pending as of the date of this filing.

Clean Harbors also has two further defenses to liability not available to JVIC Catalyst. First, in selling the entirety of its U.S.-based catalyst operations to JVIC in 2016, Clean Harbors transferred to JVIC all liabilities alleged by the *Brignac* Plaintiffs against Clean Harbors. Second, Mr. Brignac was not exposed to a hazardous level of respirable silica during the relevant time periods.

This second defense is not available to JVIC because it undermines JVIC's cross-claim against Clean Harbors for defense and indemnity. In its cross-claim, JVIC contends that, under Section 8.02(i) of the 2016 Purchase Agreement, Clean Harbors is obligated to defend and indemnify JVIC because the *Brignac* Plaintiffs' claims involve the "handling" (sandblasting) of

a "Hazardous Material" (respirable silica), as that term is defined by Article I of the 2016 Purchase Agreement. Clean Harbors' defense to the *Brignac* Plaintiffs' claim and to JVIC's cross-claim is that respirable silica is not a Hazardous Material *per se*; rather, respirable silica may *become* a Hazardous Material above a certain exposure level. Clean Harbors contends that Plaintiff cannot establish he was exposed to respirable silica by Clean Harbors (or any predecessor-in-interest) at a hazardous level and that, thus, JVIC is not entitled to defense and indemnity; and neither the *Brignac* Plaintiffs nor JVIC can prove that Mr. Brignac was exposed at any time to a hazardous level of respirable silica.

The remainder of Clean Harbors and JVIC's defenses at trial are aligned and heavily reliant on JVIC's participation. In the two-and-a-half years before Clean Harbors' joinder in the *Brignac* Suit, JVIC participated in extensive fact and expert discovery, retained multiple expert witnesses, and developed nuanced defenses to liability, causation, and damages. But while JVIC has been an active participant in the *Brignac* Suit since April 2021, Clean Harbors was not joined and able to participate in discovery until December 2023. Since that time, Clean Harbors has been in a race to catch up and, of necessity, has been reliant on JVIC to lead the aligned defenses against the *Brignac* Plaintiffs' claims. As a result, if the stay is not extended to Clean Harbors, it will be forced to defend the *Brignac* Suit on these issues from disadvantaged ground, which could irreparably harm not only Clean Harbors but, by extension, also the Debtors and their estates.

Clean Harbors respectfully submits that, considering these claims and defenses, and for the reasons that follow, a stay of the *Brignac* Suit is both consistent with the purpose of the automatic stay and serves the interests of justice.

II. LAW AND ARGUMENT

A. The Court May—and Should—Extend the Bankruptcy Code § 362 Automatic Stay to *Both* JVIC and Clean Harbors

The automatic stay is "one of the fundamental debtor protections provided by the bankruptcy laws." *In re Halo Wireless, Inc.*, 684 F.3d 581, 586 (5th Cir. 2012). The purpose of the automatic stay is to "give the debtor a 'breathing spell' from his creditors, and, to protect creditors by preventing a race for the debtor's assets." *In re Commonwealth Oil Refining Co., Inc.*, 805 F.2d 1175, 1182 (5th Cir. 1986). 21. It is well-settled that Bankruptcy Code § 362 may apply to non-debtors. *See, e.g.*, *In re HSMKennewick, L.P.*, 347 B.R. 569, 571 (Bankr. N.D. Tex. 2006) ("Section 362(a)(3) implements a stay of any action, whether against the debtor or third parties, that seeks to obtain or exercise control over the property of the debtor."). In certain situations, a lawsuit against one entity necessarily implicates another. Accordingly, applying § 362 to non-debtor third parties when such relationships exist aligns with the statute's fundamental purpose of protecting the debtor because it shields the debtor from litigation where a "judgment against the third-party defendant will in effect be a judgment or finding against the debtor.'" *Reliant Energy Servs., Inc. v. Enron Canada Corp.*, 349 F.3d 816, 825 (5th Cir. 2003) (quoting *A.H. Robins Co. v. Piccinin*, 788 F.2d 994, 999 (4th Cir.1986)); *see also Arnold v. Garlock, Inc.*, 278 F.3d 426, 436 (5th Cir. 2001); *Beran v. World Telemetry, Inc.*, 747 F. Supp. 2d 719, 723 (S.D. Tex. 2010) (recognizing that, in the Fifth Circuit, the automatic stay should be extended "when there is a formal or contractual relationship between the debtor and non-debtors such that a judgment against one would in effect be a judgment against the other"); *Nat'l Oilwell Varco, L.P. v. Mud King Prod., Inc.*, 2013 WL 1948766, at *2 (S.D. Tex. May 9, 2013) (same).

Such is the case here. It is undisputed that, because of their contractual and structural relationships, a judgment against JVIC is, in effect, a judgment against the Debtors. Similarly,

under the terms of the 2016 Purchase Agreement (which transferred all liabilities from Clean Harbors to JVIC), a judgment against Clean Harbors is, in effect, a judgment against JVIC and, through it, the Debtors. Thus, in prosecuting their claims against Clean Harbors, the *Brignac* Plaintiffs are essentially prosecuting a claim against the Debtors and thereby attempting to exercise control over the Debtors' property. Moreover, because JVIC's cross-claim for defense and indemnity turns on a factual question that, of necessity, will be raised and litigated during any trial between the *Brignac* Plaintiffs and Clean Harbors (*i.e.*, whether Mr. Brignac was exposed to a "hazardous" level of respirable silica), and because resolution of that issue would arguably be dispositive of JVIC's cross-claim for defense and indemnity, extension of the stay to JVIC but not to Clean Harbors would create a scenario in which that dispositive factual issue could be resolved against JVIC but in which JVIC was not participant. Accordingly, extension of the automatic stay to *both* JVIC *and* Clean Harbors is appropriate.

B. The Court Should Enjoin the *Brignac* Suit Against Clean Harbors, Pursuant to Bankruptcy Code § 105, in Order to Ensure the Debtors Reap the Benefits of the Automatic Stay and to Serve the Interests of Justice.

Bankruptcy Code § 105(a) empowers this Court to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code]." Bankruptcy Code § 105(a). The Fifth Circuit has confirmed this Court has "broad discretionary powers" under this section, including the authority "to stay proceedings against nonbankrupt entities." *In re S.I. Acquisition, Inc.*, 817 F.2d 1142, 1146 n.3 (5th Cir. 1987). These broad discretionary powers include issuing injunctions to stay lawsuits against non-debtors. *See In re Zale Corp.*, 62 F.3d 746, 761 (5th Cir. 1995) (holding that an injunction is appropriate when "the non-debtor and the debtor enjoy such an identity of interests that the suit against the no-debtor is essentially a suit

against the debtor" and "when the third-party action will have an adverse impact on the debtor's ability to accomplish reorganization").

Injunctive relief is appropriate because each of the four factors required to obtain it is satisfied: (1) a substantial likelihood of irreparable injury to Debtors absent an injunction; (2) a substantial likelihood that Debtors and Clean Harbors will succeed in this adversary proceeding on the merits; (3) a balancing of the equities favors Debtors and Clean Harbors; and (4) the injunction would serve the public interest. *See, e.g.*, *In re Commonwealth Oil Refining Co., Inc.*, 805 F.2d at 1188–89; *In re FiberTower Network Sen's. Corp.*, 482 B.R. 169, 182 (Bankr. N.D. Tex. 2012).

1. If the *Brignac* Suit is allowed to continue against Clean Harbors, there is a substantial likelihood of irreparable injury to Debtors.

If the Court does not stay or enjoin the continued prosecution or expansion of the *Brignac* Suit against Clean Harbors, the Debtors will suffer irreparable injury because any judgment would ultimately implicate the Debtors and their estates. Moreover, to the extent the *Brignac* Suit is stayed as to JVIC but not as to Clean Harbors, issues dispositive of JVIC's cross-claim for defense and indemnity will be litigated in JVIC's absence. Accordingly, absent an injunction, there is a high likelihood the Debtors and their estates would suffer irreparable injury. *See In re Acis Cap. Mgmt., L.P.*, 604 B.R. 484, 525 (N.D. Tex. 2019), *aff'd sub nom. Matter of Acis Cap. Mgmt., L.P.*, 850 F. App'x 302 (5th Cir. 2021) (holding bankruptcy courts are permitted to enjoin lawsuits where, as here, "the non-debtor and the debtor enjoy such an identity of interests that the suit against the non-debtor is essentially a suit against the debtor," and "when the third-party action will have an adverse impact on the debtor's ability to accomplish reorganization") (quoting *In re Zale Corp.*, 62 F.3d at 761).

There is also a substantial likelihood of irreparable injury to Clean Harbors. JVIC has been a party to the *Brignac* Suit two-and-a-half years longer than Clean Harbors. In that time, JVIC participated in the litigation as the successor-in-interest to Clean Harbors' liabilities. In that role, JVIC participated in extensive discovery (thousands of pages of documents and numerous fact and expert depositions), retained multiple crucial defense experts (medical, industrial, forensic, and economic), and developed nuanced defense strategies. Consequently, Clean Harbors has developed a trial strategy that is largely reliant upon JVIC's ability to present evidence, marshal witnesses, and advance arguments at trial. If the stay is extended to JVIC but not to Clean Harbors, Clean Harbors will be left without the litigation partner on whose past and future efforts Clean Harbors has justly relied since being added as a party less seven months ago. Indeed, Clean Harbors will be forced to scramble to secure witnesses and evidence, and to bear suddenly and single-handedly *all* defense costs (including the retention and preparation of experts with whom it has been unable even to consult before trial). In sum, if the *Brignac* Suit proceeds to trial without JVIC, Clean Harbors, at best, will be forced to assume, only days before trial, defenses Clean Harbors has relied on JVIC to assert and support; more likely, Clean Harbors will simply be deprived of those defenses in any meaningful sense—increasing the risk of an adverse judgment that, in effect, would be a judgment against JVIC and, through it, the Debtors.

2. Clean Harbors has a substantial likelihood of success on the merits of this adversary proceeding.

Fifth Circuit cases have determined the basis of the "substantial likelihood" element is on "the purpose of the requested injunction." *In re FiberTower Network Servs. Corp.*, 482 B.R. at 182 (internal citations omitted). Courts must determine whether they are both authorized and likely to grant the requested relief. *Id.* at 183. The Bankruptcy Court is authorized to issue a declaration extending the stay to JVIC and Clean Harbors as well as an injunction halting the

Brignac Suit. Moreover, for all the reasons explained herein, the Debtors and Clean Harbors are likely to prevail on the merits of their requests, including but not limited to because of the irreparable harm the Debtors will suffer absent a stay extension and injunction. *See* Bankruptcy Code § 105(a); *In re S.I. Acquisition, Inc.*, 817 F.2d at 1146 n. 3; *In re Zale Corp*., 62 F.3d at 761.

3. The irreparable harm to the Debtors far outweighs any risk of harm to the Brignac Plaintiffs.

As explained in detail herein, the Debtors will suffer irreparable harm if the *Brignac* Suit is not enjoined. The *Brignac* Plaintiffs, on the other hand, will suffer limited harm from pausing their litigation for a limited period of time while the Chapter 11 case proceeds. See, *In re Am. Film Techs., Inc.*, 175 B.R. 847, 849 (Bankr. D. Del. 1994) (weighing this factor in favor of enjoining the litigation where non-debtor plaintiff was "not being asked to forego his prosecution against the individual defendants, only to delay it"). Moreover, any documents or information required by the *Brignac* Plaintiffs will be preserved during this waiting period, and none of the *Brignac* Plaintiffs' rights will be negatively affected in a material way because they will be free to prosecute their claims at a later date. Additionally, because the *Brignac* Plaintiffs have already settled with numerous other defendants in the *Brignac* Suit, the *Brignac* Plaintiffs have already obtained substantial recovery on their claims (most of which are claims for future losses that have not yet accrued). Accordingly, the risk of harm to the *Brignac* Plaintiffs, if any, is small.

4. Enjoining Brignac serves the public interest by facilitating an efficient and expedient resolution to the chapter 11 cases.

Injunctive relief will facilitate the Debtors' expedient and successful conclusion of their bankruptcy proceedings, which is a benefit to all interested parties. There is a clear public interest in ensuring that bankruptcy proceedings go smoothly and that any negative outcomes are minimized. *See, e.g.*, *In re FiberTower Network Services Corp.*, 482 B.R. at 189 (holding that

injunctions facilitate that public interest in chapter 11 cases); *Venzke Steel Corp. LLA, Inc.* (*In re Venzke Steel Corp.*), 142 B.R. 183, 185 (Bankr. N.D. Ohio 1992) (same); *Lazarus Burman Assocs. v. Nat'l Westminster Bank U.S.A.* (*In re Lazarus Burman Assocs.*), 161 B.R. 891, 901 (Bankr. E.D.N.Y. 1993) (same); *SAS Overseas Consultants v. Benoit*, No. Civ. A. 99–1663, 2000 WL 140611, at *5 (E.D. La. Feb. 7, 2000) (same). Here, extending the stay in the *Brignac* Suit will allow the Debtors time to focus on moving towards a successful resolution of these cases.

Pursuant to the authority granted to this Court by Bankruptcy Code § 105(a), Clean Harbors respectfully requests the Court enjoin the continued prosecution or expansion of *Brignac* Suit during the pendency of the Debtors' Chapter 11 cases.

C. The Court Should Issue a Temporary Restraining Order Enjoining the *Brignac* Suit in its entirety.

"A [temporary restraining order] is a 'highly accelerated and temporary form of preliminary injunctive relief.'" *In re Ozcelebi*, No. 20-70295, 2022 WL 1529359, at *3 (Bankr. S.D. Tex. May 13, 2022) (quoting *Island Peak Grp., LLC v. Stark*, No. 3:22-CV-00838-N, 2022 WL 1265929, at *3 (N.D. Tex. Apr. 27, 2022)). "The standard for issuing a [temporary restraining order] is the same as the standard for issuing a preliminary injunction." *Id.* (citing *Clark v. Prichard*, 812 F.2d 991, 993 (5th Cir. 1987)). "However, TROs are generally restricted to 'preserving the status quo and preventing irreparable harm just so long as is necessary to hold a hearing, and no longer.'" *Island Peak Grp., LLC*, 2022 WL 1265929, at *3 (quoting *Granny Goose Foods, Inc. v. Brotherhood of Teamsters & Auto Truck Drivers Local No. 70 of Alameda Cnty.*, 415 U.S. 423, 439 (1974)).

For the same reasons discussed herein that a preliminary injunction is warranted, Clean Harbors also requests that, on an emergency basis, the Court issue a temporary restraining order prohibiting the continued prosecution or expansion of the *Brignac* Suit. The Debtors need relief

immediately because trial in the *Brignac* Suit is set to begin on August 5, 2024. On June 12, 2024, the *Brignac* Plaintiffs' counsel informed the Debtors' counsel that the *Brignac* Plaintiffs are unwilling to stay the matter. On July 11, 2024, the Louisiana court overseeing the *Brignac* matter informed the parties it would not stay the matter absent an order from this Court. A temporary restraining order is necessary to prevent immediate and irreparable harm to Debtors, their estates, and their stakeholders. Clean Harbors therefore respectfully requests this Court enter a temporary restraining order enjoining continued prosecution or expansion of the *Brignac* Suit.

BASIS FOR EMERGENCY RELIEF

Clean Harbors respectfully requests emergency consideration of this motion in accordance with Bankruptcy Local Rule 9013-1(i). In particular, trial in the *Brignac* Suit is set to begin in Louisiana in only a few weeks, on August 5, 2024. To the extent practicable, Debtors have requested this Court enter a TRO to enjoin the *Brignac* court from proceeding as to JVIC Catalyst by 5:00 p.m. (prevailing Central Time) on July 24, 2024. Clean Harbors joins that request as to its motion. The relief requested in this motion is critical to preserving the Debtors' estates. Accordingly, Debtors respectfully request the Court approve the requested relief on an emergency basis.

NOTICE

Clean Harbors will provide notice of this motion to: (a) the U.S. Trustee for the Southern District of Texas; (b) counsel to the Committee; (c) the United States Attorney's Office for the Southern District of Texas; (d) the state attorneys general for the states in which the Debtors operate; (e) the Internal Revenue Service; (f) the Prepetition Agent, (g) any party that has requested notice pursuant to Bankruptcy Rule 2002 and Bankruptcy Local Rule 9013-1(d), (h)

JVIC, and (i) the *Brignac* Plaintiffs. In light of the nature of the relief requested, no other or further notice need be provided.

III. CONCLUSION

For the foregoing reasons, Clean Harbors respectfully requests this motion be granted and the *Brignac* Suit be stayed.

RESPECTFULLY SUBMITTED this 22nd day of July, 2024, in Houston, Texas.

WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

/s/ Kent M. Adams
Kent M. Adams
Texas Bar No: 00869200
USDC SD Texas Houston Bar No: 246
909 Fannin Street, Suite 3300
Houston, Texas 77010
Telephone: (713) 353-2000
Facsimile: (713) 785-7780
Email: kent.adams@wilsonesler.com

CERTIFICATE OF SERVICE

I certify the foregoing pleading has been served through the Court's CM/ECF system on all counsel of record this 22nd day of July 2024.

/s/ Kent M. Adams
Kent M. Adams

EXECUTION COPY

PURCHASE AGREEMENT

among

CLEAN HARBORS, INC.,

CLEAN HARBORS INDUSTRIAL SERVICES, INC.,

CLEAN HARBORS INDUSTRIAL SERVICES CANADA, INC.,

CLEAN HARBORS CATALYST SERVICES LTD.,

JVIC CATALYST SERVICES GROUP, LLC,

JVIC CATALYST SERVICES CANADA GP LTD.

and

JVIC CATALYST SERVICES CANADA LTD.

dated as of

August 2, 2016

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PURCHASE AGREEMENT

This Purchase Agreement (this "**Agreement**"), dated as of August 2, 2016, is entered into by and among Clean Harbors Industrial Services, Inc., a Delaware corporation ("**US Seller**"), Clean Harbors Industrial Services Canada, Inc., an Alberta corporation ("**Canadian LP Seller**"), Clean Harbors Catalyst Services Ltd., a Nova Scotia corporation ("**Canadian GP Seller**") and, together with Canadian LP Seller, the "**Canadian Sellers**", and the Canadian Sellers, together with US Seller, each a "**Seller**" and, collectively, "**Sellers**"), Clean Harbors, Inc., a Massachusetts corporation ("**Parent**" and, together with Sellers, each a "**Seller Party**" and, collectively, "**Seller Parties**"), JVIC Catalyst Services Group, LLC, a Texas limited liability company ("**US Buyer**"), JVIC Catalyst Services Canada Ltd., a British Columbia corporation ("**Canadian LP Buyer**"), JVIC Catalyst Services Canada GP Ltd., a British Columbia corporation ("**Canadian GP Buyer**" and, together with Canadian LP Buyer, the "**Canadian Buyers**", and the Canadian Buyers together with US Buyer, each a "**Buyer**" and, collectively, "**Buyers**").

RECITALS

WHEREAS, the Seller Parties own subsidiaries which collectively conduct all of the catalyst service businesses controlled by Parent: in the US and Trinidad through Clean Harbors Catalyst Services, LLC, a Delaware limited liability company ("**CHCSLLC**"), and in Canada through Clean Harbors Catalyst Services, LP, an Alberta limited partnership ("**CHCSLP**"), and Canadian GP Seller, its general partner;

WHEREAS, (i) US Seller wishes to sell, and US Buyer wishes to purchase, all of the membership interests in CHCSLLC (the "**CHCSLLC Membership Interests**"), (ii) Canadian LP Seller wishes to sell, and Canadian LP Buyer wishes to purchase all of the Class A Units and Class B Units of CHCSLP and all of the rights and entitlements of Canadian LP Seller pursuant to the agreement governing CHCSLP (collectively, the "**CHCSLP LP Partnership Interests**") and (iii) Canadian GP Seller wishes to sell, and Canadian GP Buyer wishes to purchase all of the general partnership units of CHCSLP and all of the rights and entitlements of Canadian GP Seller pursuant to the agreement governing CHCSLP (collectively, the "**CHCSLP GP Partnership Interests**" and, together with the CHCSLP LP Partnership Interests, the "**CHCSLP Partnership Interests**"), in each case subject to the terms and conditions set forth herein; and

WHEREAS, the CHCSLLC Membership Interests and the CHCSLP Partnership Interests are sometimes hereinafter referred to collectively as the "**Shares**" to be purchased and sold hereunder.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller Parties and Buyers (each a "**Party**" and, collectively, the "**Parties**") hereto agree as follows:

ARTICLE I.
Definitions

The following terms have the meanings specified or referred to in this **Article I**:

"**Acquired Company**" means, collectively, CHCSLLC, CHCSLP and all of their respective Subsidiaries.

"**Acquisition Proposal**" has the meaning set forth in **Section 5.03(a)**.

"**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Agreement**" has the meaning set forth in the preamble.

"**Annual Financial Statements**" has the meaning set forth in **Section 3.06(a)**.

"**ARC**" means ARC Advanced Reactors and Columns, LLC, a Delaware limited liability company.

"**Balance Sheet**" has the meaning set forth in **Section 3.06(a)**.

"**Balance Sheet Date**" has the meaning set forth in **Section 3.06(a)**.

"**Benefit Plan**" has the meaning set forth in **Section 3.15(a)**.

"**Business Day**" means any day except Saturday, Sunday or any other day on which commercial banks located in Boston, Massachusetts are authorized or required by Law to be closed for business.

"**Business Employee**" means an individual who is employed by the Company or in connection with the business of the Company on a full-time, part-time or casual basis, including officers and directors and any Person retained by the Company or in connection with the Company's business as an independent contractor or consultant.

"**Buyer(s)**" has the meaning set forth in the preamble.

"**Buyer Indemnitees**" has the meaning set forth in **Section 8.02**.

"**Buyer's Accountants**" means Ernst & Young LLP.

"**Canadian Buyers**" has the meaning set forth in the preamble.

"**Canadian Closing Adjustment**" has the meaning set forth in **Section 2.04(a)(iii)**.

"**Canadian Dollars**" means the lawful currency of Canada, and whenever any amount herein is expressed in US $ but is to be paid in Canadian Dollars, the applicable conversion rate shall be determined as provided in **Section 10.03**.

"**Canadian GP Buyer**" has the meaning set forth in the preamble.

"**Canadian GP Seller**" has the meaning set forth in the preamble.

"**Canadian LP Buyer**" has the meaning set forth in the preamble.

"**Canadian LP Seller**" has the meaning set forth in the preamble.

"**Canadian Post-Closing Adjustment**" has the meaning set forth in **Section 2.04(b)(iii)**.

"**Canadian Purchase Price**" has the meaning set forth in **Section 2.02**.

"**Canadian Sellers**" has the meaning set forth in the preamble.

"**Canadian Tax Act**" means the *Income Tax Act* (Canada).

"**Cap**" has the meaning set forth in **Section 8.04(a)**.

"**Capital Stock**" means all shares of capital stock (whether denominated as common stock or preferred stock), equity interests, beneficial, partnership or membership interests, joint venture interests, participations or other ownership or profit interests in or equivalents (regardless of how designated) of or in a Person (other than an individual), whether voting or non-voting.

"**Cat Tech Divestiture Agreement**" means that certain Share Purchase Agreement, dated as of March 30, 2012, by and among Clean Harbors Catalyst Technologies LP, Clean Harbors Catalyst Technologies LLC and CAT Tech Holdings Limited.

"**CEDA Purchase Agreement**" means that certain Purchase Agreement, dated as of November 19, 2012, by and among CEDA International Corporation, CEDA Catalyst Canada Services, Ltd., Catalyst Services, Inc., Catalyst Canada Services LP, CHCS Trinidad, the Canadian LP Seller and CHCSLLC.

"**CERCLA**" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.

"**CHCS Trinidad**" means Clean Harbors Catalyst Services Trinidad Limited, a Trinidad corporation.

"**CHCSLLC**" has the meaning set forth in the recitals.

"**CHCSLLC Membership Interests**" has the meaning set forth in the recitals.

"**CHCSLP**" has the meaning set forth in the recitals.

"**CHCSLP GP Partnership Interests**" has the meaning set forth in the recitals.

"**CHCSLP LP Partnership Interests**" has the meaning set forth in the recitals.

"**CHCSLP Partnership Interests**" has the meaning set forth in the recitals.

"**Closing**" has the meaning set forth in **Section 2.05**.

"**Closing Date**" has the meaning set forth in **Section 2.05**.

"**Closing Indebtedness**" means the amount of Indebtedness of the Acquired Company as of immediately prior to the Closing on the Closing Date.

"**Closing Working Capital**" means: (a) the Current Assets of the Acquired Company, less (b) the Current Liabilities of the Acquired Company, determined as of the Effective Time, in each case determined in accordance with GAAP and the Working Capital Methodologies, applied using the same accounting methods, practices, principles, policies and procedures, with consistent classifications and valuation and estimation methodologies that were used in the preparation of the Annual Financial Statements for the most recent fiscal year end as if such accounts were being prepared as of a fiscal year end.

"**Closing Working Capital Statement**" has the meaning set forth in **Section 2.04(b)(i)**.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Collective Agreement**" has the meaning set forth in **Section 3.16(e)**.

"**Company**" means, collectively, CHCSLLC, Canadian GP Seller, CHCSLP and all of their respective Subsidiaries.

"**Company Intellectual Property**" means all Intellectual Property that is owned, used or held for use by the Company.

"**Company IP Agreements**" means all licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, permissions and other Contracts (including any right to receive or obligation to pay royalties or any other consideration), whether written or oral, relating to Intellectual Property to which the Company is a party, beneficiary or otherwise bound.

"**Company IP Registrations**" means all Company Intellectual Property that is subject to any issuance registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing.

"**Contracts**" means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.

"**CRA**" means the Canada Revenue Agency.

"**Current Assets**" means unrestricted cash, accounts receivable (excluding intercompany receivables), inventory and prepaid expenses, determined in accordance with GAAP and the Working Capital Methodologies, applied using the same accounting methods, practices, principles, policies and procedures, with consistent classifications and valuation and estimation methodologies that were used in the preparation of the Annual Financial Statements for the most recent fiscal year end as if such accounts were being prepared as of a fiscal year end. For the avoidance of doubt, unrestricted cash shall (i) include checks, other wire transfers and drafts deposited or available for deposit for the accounts of the Acquired Company at the Effective Time, but only to the extent that the accounts receivable with respect to such checks have been reduced and are not reflected as an account receivable in the calculation of Closing Working Capital), (ii) exclude cash deposits made by the Acquired Company to third parties to secure obligations to such third parties, (iii) exclude an amount equal to the outstanding but uncleared checks issued by the Acquired Company as of the Effective Time, and (iv) include all unrestricted cash held by CHCS Trinidad (it being acknowledged and agreed that no cash held by CHCS Trinidad shall be considered restricted as a result of any potentially applicable restrictions on repatriation).

"**Current Liabilities**" means accounts payable (excluding intercompany payables), CHCS Trinidad bank overdrafts, and accrued expenses, but excluding state and federal income Tax payables, United States and Canadian accrued tax reserves for foreign worker payroll tax liabilities, and the current portion of long term debt, determined in accordance with GAAP and the Working Capital Methodologies, applied using the same accounting methods, practices, principles, policies and procedures, with consistent classifications and valuation and estimation methodologies that were used in the preparation of the Annual Financial Statements for the most recent fiscal year end as if such accounts were being prepared as of a fiscal year end.

"**Deductible**" has the meaning set forth in **Section 8.04(a)**.

"**Direct Claim**" has the meaning set forth in **Section 8.05(c)**.

"**Disclosed Personal Information**" has the meaning set forth in **Section 10.14(a)**.

"**Disclosure Schedules**" means the Disclosure Schedules delivered by Sellers concurrently with the execution and delivery of this Agreement.

"**Disputed Amounts**" has the meaning set forth in **Section 2.04(c)(iii)**.

"**Dollars**" or "**$**" or "**US $**" means the lawful currency of the United States.

"**Effective Time**" has the meaning set forth in **Section 2.05**.

"**Encumbrance**" means any charge, lien, security interest, mortgage, pledge, easement, encroachment, right of way, right of first refusal, title retention agreement or restriction of any kind, including any restriction on transfer or exercise of any other attribute of ownership.

"**Environmental Claim**" means any Action, Governmental Order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature arising out of, based on or resulting from: (a) the presence, Release of, or exposure to, any Hazardous Materials; or (b) non-compliance with any Environmental Law or term or condition of any Environmental Permit.

"**Environmental Law**" means any applicable Law, and any Governmental Order or binding agreement with any Governmental Authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials.

"**Environmental Notice**" means any written directive, notice of violation or infraction, or notice respecting any Environmental Claim relating to actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit.

"**Environmental Permit**" means any Permit, letter, clearance, consent, waiver, closure, exemption, decision or other action required under or issued, granted, given, authorized by or made pursuant to Environmental Law.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

"**ERISA Affiliate**" means all employers (whether or not incorporated) that would be treated together with the Company or any of its Affiliates as a "single employer" within the meaning of Section 414 of the Code.

"**Escrow Agent**" means US Bank National Association.

"**Escrow Agreement**" means the Escrow Agreement among Buyers, Sellers and Escrow Agent in substantially the form attached hereto as Exhibit A, with such revisions as may be required by the Escrow Agent.

"**Escrow Amount**" means $2,300,000, of which $897,000 shall be provided by the US Seller and $1,403,000 shall be provided by the Canadian Sellers.

"**Estimated Closing Indebtedness**" has the meaning set forth in **Section 2.04(a)(i)**.

"**Estimated Closing Working Capital**" has the meaning set forth in **Section 2.04(a)(i)**.

"**Estimated Closing Working Capital Statement**" has the meaning set forth in **Section 2.04(a)(i)**.

"**Financial Statements**" has the meaning set forth in **Section 3.06(a)**.

"**Fundamental Representations**" has the meaning set forth in **Section 8.01**.

"**GAAP**" means United States generally accepted accounting principles in effect from time to time.

"**Governmental Authority**" means any United States, Canadian, Trinidadian or other federal, state, provincial, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any arbitrator, court or tribunal of competent jurisdiction or sovereign taxing authority.

"**Governmental Order**" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"**Hazardous Materials**" means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, and polychlorinated biphenyls.

"**Indebtedness**" means, without duplication, the outstanding principal amount of, accrued and unpaid interest on and other payment obligations (including all obligations in respect of any prepayment premiums, penalties, make-wholes, fees or breakage costs) of the Acquired Company with respect to (a) indebtedness for borrowed money, (b) indebtedness evidenced by any note, bond, debenture, mortgage, hedge, swap arrangement or other debt security, (c) the deferred purchase price of assets, property, goods or services, including any earn-out, seller note or similar payment obligation, and with respect to any conditional sale, title retention, consignment or similar arrangement, (d) any lease that has or should have been accounted for as a capital lease in accordance with GAAP, (e) customer deposits or other similar liabilities, (f) indebtedness by which the Acquired Company has assured a creditor against loss, including letters of credit and bankers' acceptances, in each case to the extent drawn upon or payable and not contingent, (g) indebtedness secured by an Encumbrance (other than a Permitted Encumbrance) on the Acquired Company's assets or equity interests, (h) indebtedness in the nature of guarantees of the obligations described in clauses (a) through (g) above of any other Person, in each case excluding intercompany indebtedness, and (i) any Retention Arrangements entered into by the Company prior to the Effective Time (including the employer portion of any payroll, social security, unemployment or similar Taxes attributable to any such payment). Notwithstanding anything to the contrary in the foregoing, "**Indebtedness**" shall not include: (i) any item included in the calculation of Closing Working Capital and (ii) any undrawn letters of credit.

"**Indemnified Party**" has the meaning set forth in **Section 8.05**.

"**Indemnified Taxes**" means (a) all Taxes of the Seller Parties for any period, (b) all Taxes (or the non-payment thereof) of the Company for the Pre-Closing Tax Period, (c) all Taxes of any member of an affiliated, consolidated, combined or unitary group of which the Company (or any predecessor of any of the foregoing) is or was a member on or prior to the Closing, including pursuant to Treasury Regulation Section 1.1502-6 or any analogous or similar state, local, or non-U.S. law or regulation, (d) any and all Taxes of any Person (other than the Acquired

Company) imposed on Buyers, any Affiliate of any Buyer, or the Acquired Company as a transferee or successor, by contract or pursuant to any Law, which Taxes relate to the Company with respect to an event or transaction occurring before the Closing, (e) the costs of preparing, amending and defending (including with respect to any Tax Claim) any Tax Return for any Pre-Closing Tax Period, (f) all Taxes imposed on the Acquired Company as a result of an election made by the Company before the Closing under Section 108(i) of the Code (or any analogous or similar state or local Law), (g) Transfer Taxes imposed on Sellers pursuant to **Section 6.02** and (h) any and all Taxes resulting from or attributable to the making of the Section 338(h)(10) Election, including any state, local or non-U.S. Tax imposed on CHCSLLC's gain resulting therefrom.

"**Indemnifying Party**" has the meaning set forth in **Section 8.05**.

"**Independent Accountant**" has the meaning set forth in **Section 2.04(c)(iii)**.

"**Insurance Policies**" has the meaning set forth in **Section 3.11.**

"**Intellectual Property**" means all intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the Laws of any jurisdiction throughout the world, whether registered or unregistered, including (a) patents, registered and unregistered trademarks and service marks, brand names, trade names, domain names, copyrights, designs and trade secrets and other confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (b) applications for (including provisional patent applications) and registrations of such patents, trademarks, service marks, trade names, domain names, copyrights and designs, (c) all computer software (including source code, executable code, data, databases, and related documentation) and (d) all other proprietary and intellectual property rights.

"**Intercompany Accounts**" means all intercompany accounts between CHSCLLC, CHCSLP or their respective Subsidiaries, on the one hand, and Seller and their respective Affiliates (other than CHSCLLC, CHCSLP or their respective Subsidiaries), including the partners of CHCSLP, on the other hand, in each case including any intercompany accounts payable, notes payable, trade payables, prepaid expenses, accounts receivable, notes receivable and the like.

"**Interim Balance Sheet**" has the meaning set forth in **Section 3.06(a)**.

"**Interim Balance Sheet Date**" has the meaning set forth in **Section 3.06(a)**.

"**Interim Financial Statements**" has the meaning set forth in **Section 3.06(a)**.

"**Knowledge of Seller or Seller's Knowledge**" or any other similar knowledge qualification, means the actual knowledge of Steve Bryant, Ted Matthews, Michael McDonald, Bill Murff, Jr., Louis Pransky and Andrew Shackett, after reasonable inquiry of those employees of the Seller Parties and the Company with responsibility for the matter in question.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority and, unless otherwise provided herein, shall include the Code, the Canadian Tax Act and the Treasury Regulations.

"**Losses**" means losses, damages, liabilities, deficiencies, Actions, Taxes, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees; *provided*, *however*, that "Losses" shall not include punitive damages, except in the case of fraud or to the extent actually awarded to a Governmental Authority or other third party.

"**Material Adverse Effect**" means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of the Company, or (b) the ability of any Seller to consummate the transactions contemplated hereby on a timely basis; *provided*, *however*, that "Material Adverse Effect" shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which the Company operates; (iii) any changes in financial or securities markets in general; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any action required or permitted by this Agreement, except pursuant to **Section 3.05** and **Section 5.06**; (vi) any changes in applicable Laws or accounting rules, including GAAP; or (vii) the public announcement, pendency or completion of the transactions contemplated by this Agreement; and *provided further* that any effects resulting from the matters referred in clauses (i), (ii), (iii), (iv) or (vi) above shall be excluded only to the extent such matters do not disproportionately impact the Company as compared to other companies operating in the same industry.

"**Material Contracts**" has the meaning set forth in **Section 3.08(a)**.

"**Parent**" has the meaning set forth in the preamble.

"**Party**" has the meaning set forth in the recitals.

"**Permits**" means all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

"**Permitted Encumbrances**" has the meaning set forth in **Section 3.09(a)**.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"**Personal Information**" means information about an identifiable individual, but does not include business contact information when collected, used or disclosed for the purposes of contacting an individual in that individual's capacity as an employee or an official of an organization and for no other purpose.

"**Post-Closing Tax Period**" means any taxable period beginning after the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period beginning after the Closing Date.

"**Post-Closing Taxes**" means Taxes of the Acquired Company for any Post-Closing Tax Period.

"**Pre-Closing Tax Period**" means any taxable period ending on or before the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period ending on and including the Closing Date.

"**Pre-Closing Taxes**" means Taxes of the Company for any Pre-Closing Tax Period.

"**Privacy Laws**" means any and all Laws relating to privacy and the collection, use and disclosure of Personal Information in all applicable jurisdictions, including the Personal Information Protection and Electronic Documents Act (Canada) and any and all comparable provincial legislation, including the Personal Information Protection Act (Alberta).

"**Purchase Price**" has the meaning set forth in **Section 2.02**.

"**Qualified Benefit Plan**" has the meaning set forth in **Section 3.15(b)**.

"**Real Property**" means the real property owned, leased, subleased or used by the Company, together with all buildings, structures and facilities located thereon.

"**Release**" means any release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment, surface water, groundwater, land surface or subsurface strata.

"**Representative**" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"**Resolution Period**" has the meaning set forth in **Section 2.04(c)(ii)**.

"**Retention Arrangements**" has the meaning set forth in **Section 3.16(f)**.

"**Review Period**" has the meaning set forth in **Section 2.04(c)(i)**.

"**Section 338(h)(10) Election**" has the meaning set forth in **Section 6.06(a)**.

"**Section 338(h)(10) Election Forms**" has the meaning set forth in **Section 6.06(a)**.

"**Seller(s)**" has the meaning set forth in the preamble.

"**Seller Parties**" has the meaning set forth in the preamble.

"**Seller Indemnitees**" has the meaning set forth in **Section 8.03**.

"**Seller's Accountants**" means Deloitte & Touche LLP.

"**Shares**" has the meaning set forth in the recitals.

"**Statement of Objections**" has the meaning set forth in **Section 2.04(c)(ii)**.

"**Straddle Period**" has the meaning set forth in **Section 6.04**.

"**Subsidiary**" means, with respect to any Person, any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at any time directly or indirectly owned by such Person.

"**Subleases**" has the meaning set forth in **Section 7.02(v)**.

"**Tax Adjustment**" has the meaning set forth in **Section 6.06(c)**.

"**Tax Adjustment Schedule**" has the meaning set forth in **Section 6.06(c)**.

"**Taxes**" means all United States, Canadian, Trinidadian or other federal, state, provincial, local, foreign and other income, gross receipts, sales, use, value added, goods and services, harmonized sales, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, social security, government pension plan, workers' compensation, disability, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, escheat, unclaimed property, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties and including any obligation to indemnify or otherwise assume or succeed to the Tax liability of any other Person.

"**Tax Claim**" has the meaning set forth in **Section 6.05**.

"**Tax Return**" means any applicable written or electronic return, declaration, report, claim for refund, information return or statement or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"**Third Party Claim**" has the meaning set forth in **Section 8.05(a)**.

"**Transfer Taxes**" has the meaning set forth in **Section 6.02**.

"**Transition Services Agreement**" means the Transition Services Agreement among Buyers and the Seller Parties in substantially the form attached hereto as Exhibit B.

"**Treasury Regulations**" means the income tax regulations, including temporary regulations, promulgated under the Code, as those regulations may be amended from time to time. Any reference herein to a specific section of the Treasury Regulations shall include any corresponding provisions of succeeding, similar, substitute, proposed or final Treasury Regulation.

"**Undisputed Amounts**" has the meaning set forth in **Section 2.04(c)(iii)**.

"**Union**" has the meaning set forth in **Section 3.16(e)**.

"**Updated Tax Adjustment Schedule**" has the meaning set forth in **Section 6.06(c)**.

"**US Business Employee**" has the meaning set forth in **Section 5.12(a)(i)**.

"**US Buyer**" has the meaning set forth in the preamble.

"**US Closing Adjustment**" has the meaning set forth in **Section 2.04(a)(ii)**.

"**US Post-Closing Adjustment**" has the meaning set forth in **Section 2.04(b)(ii)**.

"**US Purchase Price**" has the meaning set forth in **Section 2.02**.

"**US Seller**" has the meaning set forth in the preamble.

"**WARN Act**" means the Worker Adjustment and Retraining Notification Act, as amended, and accompanying regulations, as well as any similar Law.

"**Working Capital Methodologies**" means the methodologies described in Schedule 1 hereto.

ARTICLE II.
Purchase and Sale

Section 2.01 Purchase and Sale. Subject to the terms and conditions set forth herein, at the Closing, (a) US Seller shall sell to US Buyer, and US Buyer shall purchase from US Seller, the CHCSLLC Membership Interests, (b) Canadian LP Seller shall sell to Canadian LP Buyer, and Canadian LP Buyer shall purchase from Canadian LP Seller, the CHCSLP LP Partnership Interests and (iii) Canadian GP Seller shall sell to Canadian GP Buyer, and Canadian GP Buyer shall purchase from Canadian GP Seller, the CHCSLP GP Partnership Interests, in each case free and clear of all Encumbrances, for the consideration specified in **Section 2.02** below.

Section 2.02 Purchase Price. The aggregate purchase price for the Shares shall be US $46.0 million, subject to adjustment pursuant to **Section 2.04** hereof (the "**Purchase Price**"), of which US $18.0 million, subject to adjustment pursuant to **Section 2.04** hereof (the "**US Purchase Price**") shall be allocated to the purchase by US Buyer of the CHCSLLC Membership Interests and an amount in Canadian Dollars equal to US $28.0 million, subject to adjustment pursuant to **Section 2.04** hereof (the "**Canadian Purchase Price**") shall be allocated to the purchase by Canadian Buyers of the CHCSLP Partnership Interests, of which: (i) the US$ equivalent of CAD $17.0 million shall be allocated to the Class B Units of CHCSLP; (ii) 99% of the remainder of the Canadian Purchase Price shall be allocated to the Class A Units of CHCSLP; and (iii) 1% the remainder of the Canadian Purchase Price shall be allocated to the CSHCSLP GP Partnership Interests.

Section 2.03 Transactions to be Effected at the Closing.

(a) At the Closing, Buyers shall deliver the Escrow Amount to the account of Escrow Agent specified in the Escrow Agreement, to be held by the Escrow Agent pursuant to the terms of the Escrow Agreement.

(b) At the Closing, Buyers shall deliver to Sellers:

(i) the US Purchase Price, less the Estimated Closing Indebtedness of CHCSLLC on a consolidated basis and the applicable portion of the Escrow Amount, by federal funds wire transfer of immediately available funds to a US Dollar account of US Seller designated in writing by US Seller to US Buyer no later than two Business Days prior to the Closing Date;

(ii) the Canadian Purchase Price, less the Estimated Closing Indebtedness of CHCSLP on a consolidated basis and the applicable portion of the Escrow Amount, by federal funds wire transfer of immediately available funds to a Canadian Dollar account of Canadian Sellers designated in writing by Canadian Sellers to Canadian Buyers no later than two Business Days prior to the Closing Date; and

(iii) all agreements, documents, instruments or certificates required to be delivered by Buyers at or prior to the Closing pursuant to **Section 7.03** of this Agreement.

(c) At the Closing, Sellers shall deliver to Buyers:

(i) certificates evidencing the Shares, to the extent applicable, free and clear of all Encumbrances, duly endorsed in blank or accompanied by stock powers or other instruments of transfer or assignment duly executed in blank; and

(ii) all agreements, documents, instruments or certificates required to be delivered by Sellers at or prior to the Closing pursuant to **Section 7.02** of this Agreement.

(d) At the Closing, Buyers shall pay to the Persons entitled thereto (or, at the Acquired Company's direction, to the Acquired Company for payment to the Persons entitled thereto), the amount of Closing Indebtedness, as set forth in the Estimated Closing Working Capital Statement (other than (i) the Retention Arrangements, which shall be paid by the Acquired Company in accordance with their terms, and (ii) Indebtedness specified by Buyers to remain outstanding after the Closing) for which the Company shall have delivered to Buyers payoff letters (including wire transfer instructions) not less than three Business Days prior to the Closing Date, which payoff letters shall be in form and substance reasonably satisfactory to Buyers and shall provide for the holders of such Indebtedness to deliver to the Acquired Company all related releases of Encumbrances securing such Indebtedness effective as of the Closing.

Section 2.04 Purchase Price Adjustment.

(a) Closing Adjustment.

(i) At least three Business Days before the Closing, Sellers shall prepare and deliver to Buyers a statement setting forth its good faith estimate of Closing Working Capital (the "**Estimated Closing Working Capital**") and Closing Indebtedness (the "**Estimated Closing Indebtedness**") of each of CHCSLLC and CHCSLP on a consolidated basis, which statement shall contain an estimated consolidated balance sheet of each of CHCSLLC and CHCSLP as of the Effective Time (without giving effect to the transactions contemplated herein), a calculation of Estimated Closing Working Capital and Estimated Closing Indebtedness of each of CHCSLLC and CHCSLP on a consolidated basis (the "**Estimated Closing Working Capital Statement**"), and a certificate of the Chief Financial Officer of Sellers that the Estimated Closing Working Capital Statement was prepared in accordance with GAAP and the Working Capital Methodologies, applied using the same accounting methods, practices, principles, policies and procedures, with consistent classifications and valuation and estimation methodologies that were used in the preparation of the Annual Financial Statements for the most recent fiscal year end as if such Estimated Closing Working Capital Statement was being prepared as of a fiscal year end. Buyers shall have the right to review the Estimated Closing Working Capital Statement and accompanying supporting documentation or data of the Company prior to Closing as Buyers may reasonably request. If Buyers do not agree with the Estimated Closing Working Capital Statement, Sellers and Buyers shall negotiate in good faith prior to Closing to mutually agree on an acceptable Estimated Closing Working Capital Statement, and Sellers shall consider in good faith any proposed comments or changes that Buyers may reasonably suggest; *provided*, *however*, that the failure to include in the Estimated Closing Working Capital Statement any changes proposed by Buyers, or the acceptance by Buyers of the Estimated Closing Working Capital Statement, or the consummation of the Closing, shall not (x) delay the Closing or (y) limit or otherwise affect Buyers' remedies under this Agreement, including Buyers' right to include such changes or other changes in the Closing Working Capital Statement, or constitute an acknowledgment by Buyers of the accuracy of the Estimated Closing Working Capital Statement.

(ii) The "**US Closing Adjustment**" shall be an amount equal to the Estimated Closing Working Capital of CHCSLLC on a consolidated basis minus $6.6 million. If the US Closing Adjustment is a positive number, the US Purchase Price shall be increased by the amount of the US Closing Adjustment. If the US Closing Adjustment is a negative number, the US Purchase Price shall be reduced by the amount of the US Closing Adjustment.

(iii) The "**Canadian Closing Adjustment**" shall be an amount equal to the Estimated Closing Working Capital of CHCSLP on a consolidated basis minus $3.4 million. If the Canadian Closing Adjustment is a positive number, the Canadian Purchase Price shall be increased by the amount of the Canadian Closing Adjustment. If the Canadian Closing Adjustment is a negative number, the Canadian Purchase Price shall be reduced by the amount of the Canadian Closing Adjustment.

(b) Post-Closing Adjustment.

(i) Within 90 days after the Closing Date, Buyers shall prepare and deliver to Sellers a statement setting forth its calculation of Closing Working Capital and Closing Indebtedness for each of CHCSLLC and CHCSLP on a consolidated basis, which statement shall contain a consolidated balance sheet of each of CHCSLLC and CHCSLP as of the Effective Time (without giving effect to the transactions contemplated herein), a calculation of Closing Working Capital and Closing Indebtedness for each of CHCSLLC and CHCSLP on a consolidated basis, the US Post-Closing Adjustment and the Canadian Post-Closing Adjustment (the "**Closing Working Capital Statement**") and a certificate of the Chief Financial Officer of Buyers that the Closing Working Capital Statement was prepared in accordance with GAAP and the Working Capital Methodologies, applied using the same accounting methods, practices, principles, policies and procedures, with consistent classifications and valuation and estimation methodologies that were used in the preparation of the Annual Financial Statements for the most recent fiscal year end as if such Closing Working Capital Statement was being prepared as of a fiscal year end.

(ii) The "**US Post-Closing Adjustment**" shall be an amount equal to the sum of (A) the Closing Working Capital of CHCSLLC on a consolidated basis minus the Estimated Closing Working Capital of CHCSLLC on a consolidated basis and (B) the Closing Indebtedness of CHCSLLC on a consolidated basis minus the Estimated Closing Indebtedness of CHCSLLC on a consolidated basis. If the US Post-Closing Adjustment is a positive number, US Buyer shall pay to US Seller an amount equal to the US Post-Closing Adjustment. If the US Post-Closing Adjustment is a negative number, US Seller shall pay to US Buyer an amount equal to the US Post-Closing Adjustment.

(iii) The "**Canadian Post-Closing Adjustment**" shall be an amount equal to the sum of (A) the Closing Working Capital of CHCSLP on a consolidated basis minus the Estimated Closing Working Capital of CHCSLP on a consolidated basis and (B) the Closing Indebtedness of CHCSLP on a consolidated basis minus the Estimated Closing Indebtedness of CHCSLP on a consolidated basis. If the Canadian Post-Closing Adjustment is a positive number, Canadian Buyers shall pay to Canadian Sellers an amount equal to the Canadian Post-Closing Adjustment. If the Canadian Post-Closing Adjustment is a negative number, Canadian Sellers shall pay to Canadian Buyers an amount equal to the Canadian Post-Closing Adjustment.

(c) Examination and Review.

(i) Examination. After receipt of the Closing Working Capital Statement, Sellers shall have 30 days (the "**Review Period**") to review the Closing Working Capital Statement. During the Review Period, Sellers and Seller's Accountants shall have full access to the books and records of the Company, the personnel of, and work papers prepared by, Buyers and/or Buyer's Accountants to the extent that such personnel were involved in preparing the Closing Working Capital Statement or such work papers relate to the Closing Working Capital Statement and to such historical financial information (to the extent in Buyer's possession) relating to the Closing Working Capital Statement as Sellers may reasonably request for the purpose of reviewing the Closing Working Capital Statement and to prepare a Statement

of Objections (defined below), *provided that* such access shall be in a manner that does not interfere with the normal business operations of Buyers or the Acquired Company.

(ii) Objection. On or prior to the last day of the Review Period, Sellers may object to the Closing Working Capital Statement by delivering to Buyers a written statement setting forth Sellers' objections in reasonable detail, indicating each disputed item or amount and the basis for Sellers' disagreement therewith (the "**Statement of Objections**"). If Sellers fail to deliver the Statement of Objections before the expiration of the Review Period, the Closing Working Capital Statement, the US Post-Closing Adjustment and the Canadian Post-Closing Adjustment, as the case may be, reflected in the Closing Working Capital Statement shall be deemed to have been accepted by Sellers. If Sellers deliver the Statement of Objections before the expiration of the Review Period, Buyers and Sellers shall negotiate in good faith to resolve such objections within 30 days after the delivery of the Statement of Objections (the "**Resolution Period**"), and, if the same are so resolved within the Resolution Period, the US Post-Closing Adjustment, the Canadian Post-Closing Adjustment and the Closing Working Capital Statement, with such changes as may have been previously agreed in writing by Buyers and Sellers, shall be final and binding.

(iii) Resolution of Disputes. If Sellers and Buyers fail to reach an agreement with respect to all of the matters set forth in the Statement of Objections before expiration of the Resolution Period, then any amounts remaining in dispute ("**Disputed Amounts**" and any amounts not so disputed, the "**Undisputed Amounts**") shall be submitted for resolution to the New York, New York office of Grant Thornton LLP or, if Grant Thornton LLP is unable to serve, Buyers and Sellers shall appoint by mutual agreement the New York, New York office of an impartial nationally recognized firm of independent certified public accountants other than Seller's Accountants or Buyer's Accountants (the "**Independent Accountant**") who, acting as experts and not arbitrators, shall resolve the Disputed Amounts only and make any adjustments to the US Post-Closing Adjustment and the Canadian Post-Closing Adjustment, as the case may be, and the Closing Working Capital Statement. The Parties hereto agree that all adjustments shall be made without regard to materiality. The Independent Accountant shall only decide the specific items under dispute by the Parties and their decision for each Disputed Amount must be within the range of values assigned to each such item in the Closing Working Capital Statement and the Statement of Objections, respectively. Any Undisputed Amount shall be considered final, conclusive and binding for all purposes herein and may not thereafter be disputed.

(iv) Fees of the Independent Accountant. The fees and expenses of the Independent Accountant shall be paid by Sellers, on the one hand, and by Buyers, on the other hand, based upon the percentage that the amount actually contested but not awarded to Sellers or Buyers, respectively, bears to the aggregate amount actually contested by Sellers and Buyers, which such calculation of the allocation of fees shall be calculated by the Independent Accountant.

(v) Determination by Independent Accountant. The Independent Accountant shall make a determination as soon as practicable within 30 days (or such other time as the Parties hereto shall agree in writing) after their engagement, and their resolution of the Disputed Amounts and their adjustments to the Closing Working Capital Statement, the US Post-

Closing Adjustment and/or the Canadian Post-Closing Adjustment shall be conclusive and binding upon the Parties hereto.

(vi) Payments of Post-Closing Adjustment. Except as otherwise provided herein, any payment of the US Post-Closing Adjustment and/or the Canadian Post-Closing Adjustment, together with interest calculated as set forth below, shall (A) be due (x) within five Business Days of acceptance of the applicable Closing Working Capital Statement or (y) if there are Disputed Amounts, then within five Business Days of the resolution described in clause (v) above; and (B) be paid by wire transfer of immediately available funds to such account as is directed by the applicable Buyer or Seller, as the case may be. The amount of any US Post-Closing Adjustment and Canadian Post-Closing Adjustment shall bear interest from and including the Closing Date to but excluding the date of payment at a rate per annum equal to 2%. Such interest shall be calculated daily on the basis of a 365 day year and the actual number of days elapsed, without compounding.

(d) Adjustments for Tax Purposes. Any payments made pursuant to **Section 2.04** in respect of differences between Estimated Closing Working Capital and Closing Working Capital shall be treated for Tax purposes as an adjustment to that portion of the Purchase Price allocable to the Shares of the entity to which the payments pursuant to this **Section 2.04** relates, unless otherwise required by Law.

Section 2.05 Closing. Subject to the terms and conditions of this Agreement, including the last sentence of this paragraph, the purchase and sale of the Shares contemplated hereby shall take place at a closing (the "**Closing**") to be held at 10:00 a.m., Eastern time on August 31, 2016 if, on or before such date all of the conditions to Closing set forth in **Article VII** have been satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date), at the offices of Davis, Malm & D'Agostine, P.C., One Boston Place, 37th Floor, Boston, MA 02108, or at such other time or on such other date or at such other place as Sellers and Buyers may mutually agree upon in writing (the day on which the Closing takes place being the "**Closing Date**"). The Closing shall be effective as of 12:01 a.m. San Antonio, Texas time on September 1, 2016 (the "**Effective Time**"). The Parties hereby covenant and agree that, after the Closing on the Closing Date, CHCSLLC and CHCSLP shall conduct the Business in the ordinary course and shall not take any action that would impact the Closing Working Capital or Indebtedness of the Company, except in each case as otherwise consented to in writing by Sellers and Buyers.

Section 2.06 Tax Withholding. Notwithstanding any provision hereof to the contrary, Buyers and their Affiliates shall be entitled to deduct and withhold from amounts payable in connection with this Agreement such amounts as any of the Buyers or any of their Affiliates is required to deduct and withhold with respect to the making of such payment under the Code or applicable Law. Any such amounts that are so deducted and withheld shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding were made. In the event Buyers believe withholding is required, Buyers will consult with Sellers at least seven days prior to Closing, and any disagreement shall be resolved by the Independent Accountants.

ARTICLE III.
Representations and Warranties of Sellers

Except as set forth in the correspondingly numbered Section of the Disclosure Schedules, each Seller Party, jointly and severally, represents and warrants to Buyers that the statements contained in this **Article III** are true and correct as of the date hereof.

Section 3.01 Organization and Authority of Seller. Each of Parent and each Seller is a corporation duly organized, validly existing and in good standing under the Laws of the state of Delaware (with respect to Parent and US Seller) and the province of Alberta (with respect to each Canadian Seller). Each Seller Party has full corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by each Seller Party of this Agreement, the performance by such Seller Party of its obligations hereunder and the consummation by such Seller Party of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of such Seller Party. This Agreement has been duly executed and delivered by each Seller Party, and (assuming due authorization, execution and delivery by each Buyer) this Agreement constitutes a legal, valid and binding obligation of each Seller Party enforceable against such Seller Party in accordance with its terms.

Section 3.02 Organization, Authority and Qualification of the Company. The Company is duly organized, validly existing and in good standing under the Laws of its applicable jurisdiction of organization and has full corporate or other power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on its business as it has been and is currently conducted. The Company is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the properties owned or leased by it or the operation of its business as currently conducted makes such licensing or qualification necessary, all of which are listed on **Section 3.02** of the Disclosure Schedules. All corporate or other actions taken by the Company in connection with this Agreement have been duly authorized.

Section 3.03 Capitalization.

(a) All of the issued and outstanding limited partnership interests and general partnership interests of CHCSLP are owned, respectively, of record and beneficially by Canadian LP Seller and Canadian GP Seller. All of the issued and outstanding membership interests of CHCSLLC are owned of record and beneficially by US Seller. All of the issued and outstanding membership interests in ARC are owned of record and beneficially by CHCSLLC. The authorized capital stock of CHCS Trinidad consists of unlimited ordinary shares, no par value, of which 1 share is issued and outstanding and owned of record and beneficially by CHCSLLC. All of the Shares have been duly authorized, are validly issued, fully paid and non-assessable, and are owned of record and beneficially by Sellers, free and clear of all Encumbrances. Upon consummation of the transactions contemplated by this Agreement, Buyers shall own all of the Shares, free and clear of all Encumbrances.

(b) All of the Shares were issued in compliance with applicable Laws. None of the Shares were issued in violation of any agreement, arrangement or commitment to which

any Seller Party or the Company is a party or is subject to or in violation of any preemptive or similar rights of any Person.

(c) There are no outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to the Capital Stock of the Company or obligating Sellers or the Company to issue or sell any shares of Capital Stock of, or any other interest in, the Company. The Company does not have outstanding or authorized any stock appreciation, phantom stock, profit participation or similar rights. There are no voting trusts, stockholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Shares.

Section 3.04 Subsidiaries. CHCSLLC owns, of record and beneficially, all of the issued and outstanding membership interests in ARC and all of the issued and outstanding shares in CHCS Trinidad. Canadian LP Seller owns, of record and beneficially, all of the issued and outstanding CHCSLP LP Partnership Interests and Canadian GP Seller owns, of record and beneficially, all of the issued and outstanding CHCSLP GP Partnership Interests (and, as described in the recitals, CHCSLP Partnership Interests constitute all of the issued and outstanding limited partnership interests in CHCSLP). Other than the foregoing, the Company does not own, or have any interest in any shares or have an ownership interest in any other Person.

Section 3.05 No Conflicts; Consents. The execution, delivery and performance by each Seller Party of this Agreement and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, by-laws or other organizational documents of such Seller Party or the Company; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to any Seller Party or the Company; (c) except as set forth in **Section 3.05** of the Disclosure Schedules, require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in a loss of any benefits under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Contract to which any Seller or the Company is a party or by which any Seller or the Company is bound or to which any of their respective properties and assets are subject (including any Material Contract) or any Permit affecting the properties, assets or business of the Company; or (d) result in the creation or imposition of any Encumbrance other than Permitted Encumbrances on any properties or assets of the Company. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to any Seller Party or the Company in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Section 3.06 Financial Statements.

(a) Complete copies of the Company's unaudited financial statements consisting of the balance sheet of the Company as at December 31 in each of the years 2015 and 2014 and the related statements of income for the years then ended (the "**Annual Financial Statements**"), and unaudited financial statements consisting of the balance sheet of the Company as at June 30, 2016 and the related statements of income for the six month periods

ended June 30, 2015 and 2016 (the "**Interim Financial Statements**" and together with the Annual Financial Statements, the "**Financial Statements**") have been delivered to Buyers. The Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the period involved, subject, in the case of the Interim Financial Statements, to normal and recurring year-end adjustments and the absence of notes. The Financial Statements fairly present in all material respects the financial condition of the Company as of the respective dates they were prepared and the results of the operations of the Company for the periods indicated. The balance sheet of the Company as of December 31, 2015 is referred to herein as the "**Balance Sheet**" and the date thereof as the "**Balance Sheet Date**" and the balance sheet of the Company as of June 30, 2016 is referred to herein as the "**Interim Balance Sheet**" and the date thereof as the "**Interim Balance Sheet Date**".

(b) The books of account and other financial records of the Company, all of which have been made available to Buyers, represent actual, bona fide transactions and accurately and fairly reflect in all material respects in reasonable detail the transactions and the assets and liabilities of the Company. The Company has not received any written complaint, allegation or claim alleging that the Company has engaged in any unlawful accounting practice.

(c) The Company does not have any Indebtedness other than the Closing Indebtedness set forth in **Section 3.06(c)** of the Disclosure Schedules. The Company does not have any liability of any nature whatsoever (whether absolute or contingent, asserted or unasserted, known or unknown, liquidated or unliquidated, due or to become due, or fixed or contingent) except for (i) liabilities set forth on the face of the Interim Balance Sheet (or in any notes thereto), (ii) liabilities that have arisen after the Interim Balance Sheet Date in the ordinary course of business or included as a current liability in the calculation of Closing Working Capital (none of which is a liability for breach of Contract, breach of warranty, tort, infringement, misappropriation, violation of Law, or a written claim or lawsuit or an environmental liability), (iii) executory performance obligations under Company Contracts that were entered into in the ordinary course of business and (iv) liabilities disclosed in **Section 3.06(c)** of the Disclosure Schedules.

(d) All accounts payable reflected on the Interim Balance Sheet or included in the liabilities of the Acquired Company in the calculation of Closing Working Capital represent valid obligations to non-Affiliates arising from bona fide purchases actually made or services actually received in the ordinary course of business. All accounts receivable reflected on the Interim Balance Sheet or included in the assets of the Acquired Company in the calculation of Closing Working Capital represent valid obligations arising from bona fide sales actually made or services actually performed in the ordinary course of business and are on account of goods or services actually rendered.

(e) **Section 3.06(e)** of the Disclosure Schedules contains a complete list of the balances of all Intercompany Accounts as of the Interim Balance Sheet Date.

Section 3.07 Absence of Certain Changes, Events and Conditions. Since the Balance Sheet Date, and other than in the ordinary course of business consistent with past practice, there has not been, with respect to the Company, any:

(a) event, occurrence or development that has had, individually or in the aggregate, a Material Adverse Effect;

(b) amendment of the charter, by-laws or other organizational documents of the Company;

(c) split, combination or reclassification of any shares of its Capital Stock;

(d) issuance, sale or other disposition of any of its Capital Stock, or grant of any options, warrants or other rights to purchase or obtain (including upon conversion, exchange or exercise) any of its Capital Stock;

(e) declaration or payment of any dividends or distributions on or in respect of any of its Capital Stock or redemption, purchase or acquisition of its Capital Stock;

(f) (i) incurrence, assumption or guarantee of any Indebtedness, (ii) loans, advances (other than routine advances to employees of the Company in the ordinary course of business) or capital contributions to, or investment in, any other Person or (iii) Encumbrance (other than Permitted Encumbrances) imposed on any material assets of the Company;

(g) sale or disposition of any of the assets shown or reflected in the Balance Sheet or cancellation of any debts or entitlements;

(h) material damage, destruction or loss (whether or not covered by insurance) to its property;

(i) adoption of any plan of merger, consolidation, reorganization, liquidation or dissolution or filing of a petition in bankruptcy under any provisions of federal, state or provincial bankruptcy Law or consent to the filing of any bankruptcy petition against it under any similar Law;

(j) purchase, lease or other acquisition of the right to own, use or lease any property or assets for an amount in excess of $100,000, individually (in the case of a lease, per annum) or $250,000 in the aggregate (in the case of a lease, for the entire term of the lease, not including any option term), except for purchases of inventory or supplies in the ordinary course of business consistent with past practice;

(k) acquisition by merger or consolidation with, or by purchase of a substantial portion of the assets or stock of, or by any other manner, any business or any Person or any division thereof;

(l) settlement or compromise of any Action;

(m) (i) making, change or rescission of any material Tax election, (ii) adoption or change in any method of accounting or annual reporting, (iii) settlement or compromise of any material Tax liability, claim or assessment, (iv) filing of any Tax Return which has not been prepared in accordance with past practice or any amended Tax Return, (v) entering into of any closing agreement, (vi) agreement to (or request for) an extension or waiver of a statute of

limitations period applicable to any Tax claim or assessment, (vii) failure to pay any material Tax when due and payable, or (viii) surrender of any right to claim a material Tax refund;

(n) increase in the base salary, wages, target incentive compensation, severance, change in control or similar benefits or other cash compensation that may be payable or become payable to any officer, employee, director or consultant of the Company except (i) in the ordinary course of business to employees other than officers and management level employees, agents or consultants, (ii) as required by applicable Law or (iii) in accordance with the existing terms of Contracts;

(o) adoption or amendment of any Benefit Plan except amendments made in order to comply with the provisions of applicable Law;

(p) (i) entering into or amendment of any employment, severance, retention, deferred compensation, consulting or other similar Contract with any current or former director, member, manager, officer, agent or employee (other than at-will employment arrangements in the ordinary course of business);

(q) implementation of any employee layoffs requiring notice under the WARN Act;

(r) (i) delay or postponement of any payment of any accounts payable or other payable or expenses or (ii) acceleration of the collection of accounts receivable in advance of the dates when the same would have been collected in the ordinary course of business, in each case outside the ordinary course of business;

(s) commitment for capital expenditures (or series of related capital expenditures) in excess of the capital expenditures contemplated by the 2016 capital expenditure budget for the Company made available to Buyers;

(t) (i) grant of any license or sublicense of any rights under or with respect to any Intellectual Property outside the ordinary course of business or (ii) sale, transfer, assignment, abandonment, lapse or other disposition of any Intellectual Property; or

(u) entry into of any Contract to do any of the foregoing, or any action or omission that would result in any of the foregoing.

Section 3.08 Material Contracts.

(a) **Section 3.08(a)** of the Disclosure Schedules lists each of the following Contracts of the Company (the "**Material Contracts**"):

(i) each Contract of the Company involving (A) aggregate consideration payable to or by the Company in excess of $100,000 and which, in each case, cannot be cancelled by the Company without penalty or without more than 90 days' notice or (B) the lease of Real Property or personal property;

(ii) all Contracts that require the Company to purchase its total requirements of any product or service from a third party or that contain "take or pay" provisions;

(iii) all Contracts that relate to the acquisition or disposition of any business, a material amount of stock or assets of any other Person or any real property (whether by merger, sale of stock, sale of assets or otherwise);

(iv) all employment, consulting, severance, incentive compensation, retention, confidentiality, non-compete, non-solicitation or change of control agreements and Contracts with any current or, to the extent the Company has any remaining obligations thereunder, former, employee, officer, director, consultant or other service provider to which the Company is a party;

(v) except for Contracts relating to trade receivables, all Contracts relating to Indebtedness (including, without limitation, guarantees) of the Company;

(vi) each Contract with another Person (i) limiting or restricting the ability of the Company to enter into or engage in any market or line of business or competing with or soliciting any Person or conducting business in any geographical area, (ii) containing a "most favored nation" or similar provision or (iii) granting exclusivity to any Person;

(vii) each Contract with any current officer, director or Affiliate of any Seller or the Company (excluding employment-related arrangements entered into in the ordinary course of business);

(viii) each Contract for the sale of any material assets of the Company other than in the Ordinary Course of Business;

(ix) each Contract with any of the suppliers or customers listed on **Section 3.20** of the Disclosure Schedules or any Governmental Authority;

(x) each Contract (A) pursuant to which the Company has agreed to indemnify or hold harmless another Person (other than pursuant to customer or supplier agreements entered into in the ordinary course of business) or (B) that involves a warranty obligation of the Company;

(xi) each Contract that is, or that requires the delivery or posting of, a letter of credit, performance, surety or other payment bond;

(xii) each Contract pursuant to which the Company is obligated to make capital expenditures or purchase goods from any one Person under which, after the date hereof, the annual expenditures or the undelivered balance of such expenditures or products is reasonably expected to have a purchase price in excess of [redacted]ther than agreements for the purchase of inventory entered into in the ordinary course of business;

(xiii) other than licenses for unmodified, commercially available "off-the-shelf" software, (A) any Contract pursuant to which (y) the Company grants any other

Person a right to use Intellectual Property or (z) the Company is authorized to use any third party Intellectual Property; or (B) any other Contract limiting the ability of the Company to use, distribute, disclose, register or enforce any Intellectual Property;

(xiv) any Contracts to which the Company is a party that provide for any joint venture, partnership or similar arrangement by the Company; and

(xv) any other agreement (not described in clauses (i) to (xiv) above) whose termination would reasonably be expected to have a Material Adverse Effect.

(b) Each Material Contract is valid and binding on the Company and to Seller's Knowledge the other parties thereto in accordance with its terms and is in full force and effect. The Company is not, and to Seller's Knowledge the other parties thereto are not, in breach of or default under, in any material respect, any Material Contract and to Seller's Knowledge no event has occurred or circumstance exists which, with the delivery of notice, the passage of time or both, would constitute a material breach or default under any Material Contract. The Company has not received any written notice of termination or written claim of material breach or default under any Material Contract. Complete and correct copies of each Material Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been made available to Buyers.

(c) The Company is, and has been, in compliance in all respects with its obligations under the Cat Tech Divestiture Agreement.

Section 3.09 Title to Assets; Real Property.

(a) The Company has good and valid (and, in the case of owned Real Property, good and marketable fee simple) title to, or a valid leasehold interest in, all Real Property and personal property and other assets reflected in the Annual Financial Statements or acquired after the Balance Sheet Date, other than properties and assets sold or otherwise disposed of in the ordinary course of business consistent with past practice since the Balance Sheet Date. All such properties and assets (including leasehold interests) are free and clear of Encumbrances except for the following (collectively referred to as "**Permitted Encumbrances**"):

(i) those items set forth in **Section 3.09(a)** of the Disclosure Schedules;

(ii) liens for Taxes not yet due and payable;

(iii) mechanics, carriers', workmen's, repairmen's or other like liens arising or incurred in the ordinary course of business consistent with past practice or amounts that are not delinquent and which are not, individually or in the aggregate, material to the business of the Company;

(iv) easements, rights of way, zoning ordinances and other similar encumbrances affecting Real Property which do not materially interfere with the present use of

the properties they affect and are not, individually or in the aggregate, material to the business of the Company; or

(v) other than with respect to owned Real Property, liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business consistent with past practice which are not, individually or in the aggregate, material to the business of the Company.

(b) **Section 3.09(b)** of the Disclosure Schedules lists (i) the street address of each parcel of Real Property; and (ii) if such property is leased or subleased by the Company, the landlord under the lease. With respect to leased Real Property, Sellers have delivered or made available to Buyers true, complete and correct copies of any leases affecting the Real Property. The Company is not a sublessor or grantor under any sublease or other instrument granting to any other Person any right to the possession, lease, occupancy or enjoyment of any leased Real Property.

(c) All tangible assets used in the operation of the business (i) are, in the aggregate, in good operating condition and repair, subject to normal wear and tear, (ii) have been reasonably maintained consistent with standards generally followed in the industry, (iii) are suitable for their present uses and (iv) are sufficient in nature, quality and quantity to permit the Company to conduct its business from and after the Closing as currently conducted.

(d) Except as set forth on **Section 3.09(d)** of the Disclosure Schedules, CHCSLLC, CHCSLP and CHCS Trinidad own, or have a valid leasehold interest in, all assets (other than cash) necessary for the conduct of the business as currently conducted by the Company. On or prior to the Closing, Canadian GP Seller shall have transferred, or shall have caused its applicable Affiliate(s) to transfer, to CHCSLP (or another Person designated by Canadian GP Buyer) all assets in its name that are used in the conduct of the business as currently conducted by the Company.

Section 3.10 Intellectual Property.

(a) **Section 3.10(a)** of the Disclosure Schedules lists all (i) Company IP Registrations and (ii) Company Intellectual Property, including software, that are not registered but that are material to the Company's business or operations. All required filings and fees related to the Company IP Registrations have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all Company IP Registrations are otherwise in good standing.

(b) **Section 3.10(b)** of the Disclosure Schedules lists all Company IP Agreements. Each Company IP Agreement is valid and binding on the Company and to Seller's Knowledge the other parties thereto in accordance with its terms and is in full force and effect. The Company is not, and to Seller's Knowledge the other parties thereto are not, in breach of or default under any Company IP Agreement.

(c) Except as set forth in **Section 3.10(c)** of the Disclosure Schedules, the Company is the sole and exclusive legal and beneficial, and with respect to the Company IP

Registrations, record, owner of all right, title and interest in and to the Company Intellectual Property, free and clear of all Encumbrances other than Permitted Encumbrances. The Company Intellectual Property and the Intellectual Property licensed pursuant to the Company IP Agreements together are all of the Intellectual Property necessary and sufficient to enable the Company to conduct its business as currently conducted.

(d) The consummation of the transactions contemplated hereunder will not result in the loss or impairment of or payment of any additional amounts with respect to, nor require the consent of any other Person in respect of, the Company's right to own, use or hold for use any Intellectual Property as owned, used or held for use in the conduct of the Company's business or operations as currently conducted.

(e) The Company's rights in the Company Intellectual Property are valid, subsisting and enforceable.

(f) The conduct of the Company's business as currently conducted, and the products, processes and services of the Company, have not infringed, misappropriated, diluted or otherwise violated the Intellectual Property rights of any Person and to Seller's Knowledge no Person is infringing, misappropriating, diluting or otherwise violating any Company Intellectual Property.

(g) There are no Actions pending or to Seller's Knowledge threatened: (i) alleging any infringement, misappropriation, dilution or violation of the Intellectual Property of any Person by the Company; (ii) challenging the validity, enforceability, registrability or ownership of any Company Intellectual Property or the Company's rights with respect to any Company Intellectual Property; or (iii) by the Company or any other Person alleging any infringement, misappropriation, dilution or violation by any Person of the Company Intellectual Property. The Company is not subject to any outstanding or prospective Governmental Order (including any motion or petition therefor) that does or would restrict or impair the use of any Company Intellectual Property. Since January 1, 2012, neither the Company nor any Seller Party has received any written complaint, claim or notice alleging any such infringement, misappropriation, dilution or violation or alleging that any Company Intellectual Property is invalid or unenforceable.

(h) The Company has taken steps reasonable under the circumstances to prevent the unauthorized disclosure or use of the Company Intellectual Property and has taken commercially reasonable steps to prevent the unauthorized disclosure or use of its material confidential information. The Company owns and possesses the entire right, title and interest in and to all Intellectual Property created or developed by, for or under the direction or supervision of the Company. To Seller's Knowledge, no current or former employee, consultant, service provider or independent contractor of the Company has misappropriated any confidential information or trade secret of the Company.

Section 3.11 Insurance. Section 3.11 of the Disclosure Schedules sets forth a true and complete list of all current policies or binders of fire, liability, product liability, umbrella liability, real and personal property, workers' compensation, vehicular, directors' and officers' liability, fiduciary liability and other casualty and property insurance maintained by Sellers or its

Affiliates (including the Company) and relating to the assets, business, operations, employees, officers and directors of the Company (collectively, the "**Insurance Policies**"). Such Insurance Policies are in full force and effect. Neither the Sellers nor any of their Affiliates (including the Company) has received any written notice of cancellation of any of such Insurance Policies. All premiums due on such Insurance Policies have either been paid or, if due and payable prior to Closing, will be paid prior to Closing in accordance with the payment terms of each Insurance Policy. Except as set forth in **Section 3.11** of the Disclosure Schedules, there are no outstanding claims involving more than $100,000 in any individual circumstance pending under any of the Insurance Policies and no such claim has been made under any of the Insurance Policies since January 1, 2014. Except for standard deductibles under the Insurance Policies set forth on **Section 3.11** of the Disclosure Schedules, the Company does not have any self-insurance or co-insurance programs.

Section 3.12 Legal Proceedings; Governmental Orders.

(a) Except as set forth in **Section 3.12(a)** of the Disclosure Schedules, there are no Actions pending or, to Seller's Knowledge, threatened (a) against or by the Company affecting any of its properties or assets, including without limitation any workers' compensation claim; or (b) against or by the Company, any Seller Party or any Affiliate of any Seller Party that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

(b) Except as set forth in **Section 3.12(b)** of the Disclosure Schedules, there are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against or affecting the Company or any of its properties or assets. The Company is in material compliance with the terms of each Governmental Order set forth in **Section 3.12(b)** of the Disclosure Schedules.

Section 3.13 Compliance With Laws; Permits.

(a) The Company has complied, and is now complying, in all material respects with all Laws applicable to it or its business, properties or assets. Without limiting the generality of the foregoing, neither the Company, nor any agent, employee or other Person acting on behalf of the Company, has made or offered any payment or transfer of anything of value to any officer, employee or person acting in an official capacity for any Governmental Authority or instrumentality thereof (including state-owned or -controlled enterprises, or public international organization, as well as a political party or official, or candidate for political office) to obtain or retain business or to secure an improper advantage in violation of the Foreign Corrupt Practices Act of 1977, as amended, or any other applicable anti-corruption Law.

(b) All Permits required for the Company to conduct its business have been obtained by it and are valid and in full force and effect, except for those the failure of which to obtain would not, individually or in the aggregate, reasonably be expected to (y) subject the Company to any material liability or obligation or (z) adversely affect in any material respect the Company's ability to conduct its business after the Closing as presently conducted. All fees and charges with respect to such Permits have been paid in full. **Section 3.13(b)** of the Disclosure Schedules lists all current material Permits issued to the Company. There is no Action pending

or, to Seller's Knowledge, threatened that would result in the termination, revocation, suspension or restriction of any Permit or the imposition of any fine, penalty or other sanctions for violation of any legal or regulatory requirements relating to any Permit. No written notice from a Governmental Authority has been received by either the Company or any Seller Party alleging the failure to hold any Permits required under applicable Law to be held by the Company in connection with the conduct of its business as presently conducted or the violation of any term of any Permit. No loss or expiration of any Company Permit is pending or, to Seller's Knowledge, threatened, other than expiration in accordance with the terms thereof of Company Permits that may be renewed in the ordinary course of business without lapsing.

Section 3.14 Environmental Matters.

(a) The Company is, and since January 1, 2012 has been, in compliance in all material respects with all Environmental Laws and since January 1, 2012 has not, and the Seller Parties have not, received from any Person any Environmental Notice or Environmental Claim, and there is no Environmental Notice or Environmental Claim which either remains pending or unresolved, or is the source of ongoing obligations or requirements as of the Closing Date.

(b) The Company has obtained and is in material compliance with all Environmental Permits (each of which is disclosed in **Section 3.14(b)** of the Disclosure Schedules) necessary for the ownership, lease, operation or use of the business or assets of the Company and all such Environmental Permits are in full force and effect.

(c) No real property owned by the Company is listed on, or has been proposed for listing on, the National Priorities List (or CERCLIS) under CERCLA, or any similar state or provincial list.

(d) There has been no Release of Hazardous Materials in contravention of Environmental Law with respect to the business or assets of the Company or any real property currently or previously owned, operated or leased by the Company, and neither the Company nor any Seller Party has received an Environmental Notice that any real property currently or previously owned, operated or leased in connection with the business of the Company (including soils, groundwater, surface water, buildings and other structure located on any such real property) has been contaminated with any Hazardous Material which could reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Law or term of any Environmental Permit by, Sellers or the Company.

(e) To Seller's Knowledge, neither the Company, any Seller Party nor any of their Affiliates has performed, nor has in its possession, any reports, studies, analyses, tests, or monitoring pertaining to Hazardous Material in, on, or under any real property or facility currently or previously owned, leased, operated or used by the Company or any of its predecessors, or concerning compliance by the Company or any of its predecessors with Environmental Laws, in each case other than the Phase I report for the Sarnia, Ontario property made available to Buyers and materials disclosed in **Section 3.14** of the Disclosure Schedules.

Section 3.15 Employee Benefit Matters.

(a) **Section 3.15(a)** of the Disclosure Schedules contains a true, correct and complete list of each "employee benefit plan" within the meaning of Section 3(3) of ERISA and each other benefit, retirement, employment, compensation, incentive, stock option, restricted stock, stock appreciation right, phantom equity, change in control, severance, cafeteria, savings, vacation, paid time off and fringe-benefit agreement, plan, policy, program or arrangement, whether or not reduced to writing, that is made or maintained with or for the benefit of any current or former Business Employee of the Company or the beneficiaries or dependents of any such Persons, or under which the Company has any liability (each, a "**Benefit Plan**", except that the term "Benefit Plan" shall not include any statutory plans with which the Company is required by any Governmental Authority to comply, including the Canada/Quebec Pension Plan or plans administered pursuant to applicable provincial health tax, workers' compensation, workers' safety and insurance and employment insurance legislation). Except as set forth in **Section 3.15(a)** of the Disclosure Schedules, the Company does not maintain, sponsor or contribute to, or have any obligation to contribute to, any Benefit Plan. With respect to each Benefit Plan, Sellers have provided or made available to Buyers true and complete copies of the governing plan documents (including any amendments thereto) and, as applicable, (i) the governing documents for any related trust agreement, annuity contract or other funding vehicle; (ii) the summary plan description and any summary of material modifications currently in effect, (iii) the most recent annual Form 5500 filing, including all financial statements and schedules, and the most recent discrimination test results, and (iv) the most recent favorable determination or opinion letter received from the IRS.

(b) Each Benefit Plan complies with, and has been funded, administered and maintained in all material respects with, all applicable Laws (including ERISA and the Code and the regulations promulgated thereunder). Each Benefit Plan that is intended to be qualified under Section 401(a) of the Code (a "**Qualified Benefit Plan**") is covered by a favorable determination letter or opinion from the Internal Revenue Service to the effect that such Qualified Benefit Plan is so qualified and that the trust related thereto is exempt from federal income Taxes under Section 501(a) of the Code, and, to Seller's Knowledge, nothing has occurred that could reasonably be expected to cause the revocation of such determination letter from the Internal Revenue Service or the unavailability of reliance on such opinion letter from the Internal Revenue Service, as applicable, or to result in the loss of such qualified and/or exempt status. All benefits, contributions and premiums required by and due under the terms of each Benefit Plan or applicable Law have been timely paid in accordance with the terms of such Benefit Plan and the terms of all applicable Laws, and all such payments that are accrued prior to but not due and payable until after the Closing have been properly accrued in accordance with GAAP. With respect to any Benefit Plan, to Seller's Knowledge, no event has occurred or is reasonably expected to occur that has resulted in or would subject the Company to a Tax under Section 4971 of the Code or the assets of the Company to a lien under Section 430(k) of the Code.

(c) No Benefit Plan: (i) is subject to the minimum funding standards of Section 302 of ERISA or Section 412 of the Code; (ii) is a "multi-employer plan" (as defined in Section 3(37) of ERISA); or (iii) is covered by Title IV of ERISA. Neither Sellers nor the Company: (i) has withdrawn from any pension plan under circumstances resulting (or expected to result) in a liability to the Pension Benefit Guaranty Corporation; or (ii) has engaged in any transaction

which would give rise to a liability of the Company or Buyers under Section 4069 or Section 4212(c) of ERISA. Neither the Company nor any ERISA Affiliate of the Company has incurred or may incur any liability (direct or indirect) under Section 412 of the Code or Section 302 or Title IV of ERISA with respect to any "employee pension benefit plan" (within the meaning of Section 3(2) of ERISA).

(d) Other than as required under Section 4980B of the Code or other applicable Law, no Benefit Plan provides benefits or coverage in the nature of health, life or disability insurance following retirement or other termination of employment (other than death benefits when termination occurs upon death).

(e) The Company and each Benefit Plan that is a "group health plan" as defined in Section 733(a)(1) of ERISA (a "**Company Health Plan**") (i) is currently in compliance in all respects with the Patient Protection and Affordable Care Act, Pub. L. No. 111-148 ("**PPACA**"), the Health Care and Education Reconciliation Act of 2010, Pub. L. No. 111-152 ("**HCERA**"), and all regulations and guidance issued thereunder (collectively, with PPACA and HCERA, the "**Healthcare Reform Laws**"), and (ii) has been in compliance in all material respects with all applicable Healthcare Reform Laws since March 23, 2010. To Seller's Knowledge, no event has occurred, and no condition or circumstance exists, that could reasonably be expected to subject the Company, any of its Subsidiaries, or any Company Health Plan to penalties or excise taxes under Sections 4980D, 4980H or 4980I of the Code or any other provision of the Healthcare Reform Laws.

(f) (i) There is no pending or, to Seller's Knowledge, threatened Action relating to a Benefit Plan; (ii) no Benefit Plan has within the three years prior to the date hereof been the subject of an examination or audit by a Governmental Authority; and (iii) no improvements have been promised in respect of any Benefit Plan that are not reflected in the copies of the Benefit Plans provided to the Buyers.

(g) With respect to each Benefit Plan, neither the execution of this Agreement nor the consummation of the transactions contemplated hereby (either alone or in combination with any other event) could: (i) result in the payment to any current or former Business Employee of any money or other property that would not otherwise have been or become payable; (ii) accelerate the vesting of any payments or benefits or provide any additional rights or benefits (including funding of compensation or benefits through a trust or otherwise) to or for any current or former Business Employee, except as a result of any post-Closing partial plan termination of a Qualified Benefit Plan; (iii) increase any benefits otherwise payable under such Benefit Plan; or (iv) limit or restrict the ability of Buyers or their Affiliates to merge, amend or terminate any such Benefit Plan. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby (either alone or in combination with any other event) will result in "excess parachute payments" within the meaning of Section 280G(b) of the Code.

(h) Each Benefit Plan that is a "non-qualified deferred compensation plan or arrangement" subject to Section 409A of the Code complies and has been operated and maintained in all material respects in accordance with the requirements of Section 409A of the Code and the Treasury Regulations and other guidance promulgated thereunder. The Company has no obligation to pay or indemnify any current or former Business Employee, officer or

director for the payment of Taxes or other costs that may be incurred by such Business Employee pursuant to Section 409A or 4999 of the Code.

(i) Neither Sellers, the Company nor any of their respective ERISA Affiliates maintains, sponsors or contributes to any single-employer or multi-employer defined benefit pension plan having unfunded benefit liabilities (within the meaning of Section 4001(a)(18) of ERISA) for which the Company or Buyers could be reasonably expected to have any liability.

Section 3.16 Employment Matters.

(a) Sellers have provided Buyers with true, complete and correct information regarding the names and positions of all current Business Employees, their respective dates of hire, their recognized service date, locations of employment, and vacation entitlements and accruals as of the date of this Agreement, a list of Contracts with all Business Employees, the current annual base salary or hourly wage rate or any other form of remuneration of all Business Employees, the work permits and other immigration documentation (if any) applicable to each Business Employee and the Benefit Plans and the perquisites applicable to each Business Employee. Other than as set forth in **Section 3.16(a)** of the Disclosure Schedules, the Company does not have any oral or informal arrangements or agreements in place with any current or former Business Employee. Other than as set forth in **Section 3.16(a)** of the Disclosure Schedules, each Business Employee works exclusively in the business of the Company and does not perform any services for any Seller Party or any of their Affiliates (other than the Company).

(b) Since January 1, 2013, there has not been, nor, to Seller's Knowledge, has there been any threat of, any strike, slowdown, work stoppage, lockout, concerted refusal to work overtime or other similar labor activity or dispute affecting the Company.

(c) The Company is, and since January 1, 2013 has been, in compliance in all material respects with all applicable Laws pertaining to employment and employment practices, including (without limitation) terms and conditions of employment, wages, hours of work, meal and rest periods, classification as exempt employees or independent contractors, equal employment opportunity, occupational safety and health, collective bargaining, nondiscrimination, harassment, immigration, privacy and the collection and payment of social security and other Taxes. Except as set forth in **Section 3.16(c)** of the Disclosure Schedules, there are no Actions against the Company pending, or to the Seller's Knowledge, threatened to be brought or filed, by or with any Governmental Authority or arbitrator in connection with the employment of any current or former employee of the Company, including, without limitation, any claim relating to unfair labor practices, employment discrimination, harassment, retaliation, equal pay or any other employment related matter arising under applicable Laws.

(d) Except as set forth in **Section 3.16(d)** of the Disclosure Schedules, the Company (i) is not a party to, or bound by, and is not currently negotiating, any collective bargaining agreement, letter of understanding, letter of intent, voluntary recognition or other written communication with any labor organization or employee association or any other Contract regarding the rates of pay or working conditions of any of its employees, (ii) is not subject to any charge, demand, petition or representation proceeding seeking to compel, require or demand it to bargain with any labor union or labor organization and (iii) has not made any commitment to,

voluntarily recognized or conducted any negotiation or discussion with any labor union or employee association with respect to any future agreement or arrangement.

(e) The Seller Parties have provided copies of any notices to commence collective bargaining and/or any other proposals and communications made as between CHCSLP and the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers Local 128 (the "**Union**") with respect to the collective agreement between CHCSLP and the Union with the nominal term January 1, 2014 - June 30, 2016 (the "**Collective Agreement**"). CHCSLP and the Union have agreed to extend the nominal term of the Collective Agreement until November 30, 2016. Sellers have made available to Buyer the Memorandum of Agreement and all other documentation related to the agreement between CHCSLP and the Union to extend the nominal term of the Collective Agreement.

(f) **Section 3.16(f)** of the Disclosure Schedules sets forth all currently effective retention or similar arrangements with any Business Employee entered into by the Company (all such arrangements set forth on such schedule the "**Retention Arrangements**").

Section 3.17 Taxes. Except as set forth in **Section 3.17** of the Disclosure Schedules:

(a) The Company has duly and timely filed all Tax Returns required to be filed by the Company (taking into account any valid extensions). Such Tax Returns are true, complete and correct in all material respects and were completed in substantial compliance with all applicable Laws. The Company is not currently the beneficiary of any extension of time within which to file any Tax Return.

(b) All Taxes due and owing by the Company (whether or not reflected on any Tax Returns) have been paid in full when due. There are no Encumbrances on any of the assets of the Company, other than for Taxes not yet due and payable. The Interim Balance Sheet reflects an adequate reserve for all unpaid Taxes of the Company for all taxable periods and portions thereof through the Interim Balance Sheet Date. Since the Interim Balance Sheet Date, the Company has not incurred any liability for Taxes other than in the ordinary course of business.

(c) The Company has complied in all material respects with all applicable Laws relating to the payment and withholding of Taxes, and all Taxes that the Company was required by Law to withhold or collect have been duly withheld or collected and have been timely paid over to the appropriate Governmental Authority to the extent due and payable, including in connection with amounts paid or owing to any member, partner, stockholder, officer, director, employee, independent contractor or other third party. All Tax Returns, Forms W-2 and 1099 and equivalent Canadian and Trinidadian forms required with respect thereto have been properly completed and timely filed. The Company has correctly classified those individuals performing services as common law employees, leased employees, independent contractors or agents of the Company.

(d) Sellers have made available to Buyers true and complete copies of all (i) Tax Returns filed by the Company with respect to their taxable years ended December 31, 2012, 2013 and 2014 and (ii) notices of administrative proceedings, final partnership administrative

adjustments, audit reports, settlement agreements, requests for administrative adjustment or similar notices, statements or requests issued with respect to the Company or their respective businesses or assets by any Governmental Authority since December 31, 2011.

(e) The Company is not currently the subject of any Tax audits, examinations, actions, suits, claims, investigations or other administrative, court or other legal proceedings. Neither the Company nor any tax matters partner or other Person with respect thereto has received written notice of any pending or threatened Tax audits, examinations or Actions relating to the Company's businesses or assets, nor has any proposed adjustment, deficiency or underpayment of Taxes been asserted against the Company. The Company has not received any request for information from any Governmental Authority relating to Tax matters. No written claim has been made by any Governmental Authority in a jurisdiction in which a Company does not file Tax Returns that it is or may be subject to taxation by that jurisdiction. No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes or Tax Returns of the Company for any period.

(f) The Company (i) has never been a member of an "affiliated group" as defined in Section 1504 of the Code (or any analogous combined, consolidated, unitary or similar group defined under state or local Law) filing a combined, consolidated or unitary Tax Return, or otherwise filed a Tax Return on a consolidated, affiliated, unitary or combined basis with another entity (other than a group the common parent of which was a Seller), (ii) is not a party to any Tax sharing agreement or similar arrangement (including, but not limited to, an allocation or indemnification agreement or arrangement), and (iii) has no liability for the Taxes of any Person under Treasury Regulation Section 1.1502-6 (or any similar provision of state or local Law), as a transferee, successor, by contract, pursuant to applicable Law or otherwise.

(g) The Company has not applied for a ruling relative to Taxes from any Governmental Authority or entered into a power of attorney or a closing agreement with any Governmental Authority with respect to any Tax matter.

(h) The Company will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (i) change in method of accounting for a taxable period ending on or prior to the Closing Date; (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign income Tax Law) executed on or prior to the Closing Date; (iii) intercompany transactions occurring at or prior to the Closing or any excess loss account in existence at Closing described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or foreign income Tax law); (iv) use of an improper method of accounting for a Pre-Closing Tax Period; (v) installment sale or open transaction disposition made on or prior to the Closing Date; (vi) prepaid amount received or deferred revenue accrued on or prior to the Closing Date; or (vii) election by the Company under Section 108(i) of the Code. The Company does not use the cash receipts and disbursements method of accounting for federal or applicable state or local income Tax purposes. The Company has not adopted as a method of accounting, or otherwise accounted for any advance payment or prepaid amount under, (A) the "deferral method" of accounting described in Rev. Proc. 2004-34, 2004-22 IRB 991 (or any similar

method under state, local or foreign Law) or (B) the method described in Treasury Regulation Section 1.451-5(b)(1)(ii) (or any similar method under state, local or foreign Law).

(i) CHCSLP is, has been since its formation and will be immediately prior to the Closing treated as a partnership for U.S. federal, state and local income Tax purposes. ARC is, has been since its formation and will be immediately prior to the Closing treated as an entity disregarded as separate from US Seller for U.S. federal, state and local income Tax purposes. Neither CHCSLP nor ARC has ever filed, or had filed on its behalf, any election to be treated as an association taxable as a corporation for income Tax purposes. Each of CHCSLLC, Canadian GP Seller and CHCS Trinidad is, has been since its formation and will be immediately prior to the Closing treated as corporation for U.S. federal, state and local income Tax purposes.

(j) The Company has not been a party to any "listed transaction," as defined in Section 6707A(c)(2) of the Code and Treasury Regulation Section 1.6011-4(b)(2).

(k) The Company has not been a "United States real property holding corporation" within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

(l) The prices and terms for the provision of any property or services between the Company or Affiliates or branches, offices or permanent establishments comply with the principles set forth in Section 482 of the Code (and any similar provisions of state, local or foreign Law), are arm's length for purposes of all applicable transfer pricing Laws, and all related documentation required by such laws has been timely prepared or obtained and, if necessary, retained.

(m) The Company has not distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Section 355 or 361 of the Code.

(n) US Seller has filed a consolidated federal income tax return with CHCSLLC for the taxable year immediately preceding the current taxable year and is eligible to make a Section 338(h)(10) Election.

(o) The transactions pursuant to this Agreement are not subject to the rules of, and will not result in any adverse tax consequences to CHCSLLC or US Buyer under, Treasury Regulation Section 1.1502-36.

(p) CHCSLP is, and since its formation has been, a "Canadian partnership" as defined in subsection 102(1) of the Canadian Tax Act and the fiscal period of the CHCSLP for the purposes of the Tax Act is January 1 to December 31. CHCSLP is not, and never has been, a "SIFT partnership" as defined in section 197 of the Canadian Tax Act. CHCSLP has never acquired a "tax shelter investment" as defined in susbection 143.2(1) of the Canadian Tax Act and CHCSLP has never acquired a property that is a "tax shelter" as defined in subsection 237.1(1) of the Canadian Tax Act.

(q) None of sections 69, 78, 80, 80.01, 80.04 or 160, inclusive, of the Canadian Tax Act or equivalent provisions of any provincial tax legislation have applied to the Company or will apply to the Company at any time up to and including the Closing Date.

(r) The Company has not directly or indirectly transferred any property to or supplied any services to or acquired any property or services from a Person with whom it was not dealing at arm's length (for the purposes of the Canadian Tax Act) for consideration other than consideration equal to the fair market value of the property or services at the time of the transfer, supply or acquisition of the property or services.

(s) Neither Canadian Seller is a non-resident of Canada within the meaning of the Canadian Tax Act.

(t) For the fiscal year of CHCSLP in which the Closing occurs, Canadian GP Seller has not determined to allocate the income of CHCSLP in accordance with the "Distribution Method" pursuant to section 5.3 of the Limited Partnership Agreement made as of August 1, 2006 in respect of Cat Tech Operating Limited Partnership (the former name of CHCSLP).

Section 3.18 Books and Records. The minute books and ownership records of the Company, all of which have been made available to Buyers, are complete and correct in all material respects. No material meeting, or action taken by written consent, of any stockholders, members, partners, board of directors or managers has been held for which minutes have not been prepared and are not contained in such minute books.

Section 3.19 Brokers. Other than Business Capital Exchange, whose fees shall be paid solely by Sellers, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of any Seller Party or the Company.

Section 3.20 Customers and Suppliers. Schedule 3.20 of the Disclosure Schedules sets forth (on a consolidated basis) a list of the Company's (a) fifteen (15) largest suppliers (by dollar amount paid by the Company) for each of the years ended December 31, 2013, 2014 and 2015 and the six (6) months ended June 30, 2016 (those listed for 2015 the "**Major Suppliers**") and sets forth opposite the name of each such Person the aggregate amount of purchases attributable to such person in each period, and (b) fifteen (15) largest customers (by revenue) for each of the years ended December 31, 2013, 2014 and 2015 and the six (6) months ended June 30, 2016 (those listed for 2015 the "**Major Customers**") and sets forth opposite the name of each such Person the aggregate amount of net sales attributable to such person in each period. Since December 31, 2015:

(a) no termination, cancellation or material limitation of, or any material modification or change in, the business relationship with the Company has occurred or been threatened by any Major Supplier or Major Customer and, to Seller's Knowledge, no such termination, cancellation, limitation, modification or change is anticipated;

(b) no Major Supplier or Major Customer has threatened to materially decrease or limit its sale of products to, or purchase of products or services from, the Company and, to Seller's Knowledge, no such decrease or limitation is anticipated; and

(c) there has not occurred any material dispute with any Major Supplier or Major Customer or any request or demand by a Major Supplier or Major Customer to materially modify pricing or any of the material terms of the commercial relationship with the Company in a manner adverse to the Company.

Section 3.21 Arrangements with Seller Parties. Schedule 3.21 of the Disclosure Schedules sets forth a description of each Contract (whether written or oral) pursuant to which (a) Seller Parties or any of their Affiliates (other than the Company) provides any service, property, asset or loan to the Company or (b) the Company provides any service, property, asset or loan to Seller Parties or any of their Affiliates (other than the Company).

ARTICLE IV.
Representations and Warranties of Buyers

Buyers jointly and severally represent and warrant to Sellers that the statements contained in this **Article IV** are true and correct as of the date hereof.

Section 4.01 Organization and Authority of Buyer. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the state of Texas(with respect to US Buyer) and the province of British Columbia (with respect to each Canadian Buyer). Each Buyer has full corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by each Buyer of this Agreement, the performance by such Buyer of its obligations hereunder and the consummation by such Buyer of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of such Buyer. This Agreement has been duly executed and delivered by each Buyer, and (assuming due authorization, execution and delivery by each Seller Party) this Agreement constitutes a legal, valid and binding obligation of each Buyer enforceable against such Buyer in accordance with its terms.

Section 4.02 No Conflicts; Consents. The execution, delivery and performance by each Buyer of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, by-laws or other organizational documents of such Buyer; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Buyers; or (c) require the consent, notice or other action by any Person under any Contract to which any Buyer is a party. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Buyers in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, except for such consents, approvals, Permits, Governmental Orders, declarations, filings or notices the failure of which to obtain, in the aggregate, would not have a Material Adverse Effect.

Section 4.03 Investment Purpose. Buyers are acquiring the Shares solely for their own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof. Buyers acknowledge that the Shares are not registered under the Securities Act of 1933, as amended, or any state or provincial securities laws, and that the Shares may not be transferred or sold except pursuant to the registration provisions of the Securities Act of 1933, as amended or pursuant to an applicable exemption therefrom and subject to state and provincial securities laws and regulations, as applicable.

Section 4.04 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyers.

Section 4.05 Sufficiency of Funds. Buyers have sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement.

Section 4.06 Legal Proceedings. There are no Actions pending or, to Buyers' knowledge, threatened against or by Buyers or any Affiliate of Buyers that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. To Buyer's knowledge, no event has occurred or circumstances exist that may give rise or serve as a basis for any such Action.

ARTICLE V.
Covenants

Section 5.01 Conduct of Business Prior to the Closing. From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyers (which consent shall not be unreasonably withheld or delayed), the Seller Parties shall, and shall cause the Company to, (x) conduct the business of the Company in the ordinary course of business consistent with past practice; and (y) use reasonable best efforts to maintain and preserve intact the current organization, business and franchise of the Company and to preserve the rights, franchises, goodwill and relationships of its employees, customers, lenders, suppliers, regulators and others having business relationships with the Company. Without limiting the generality of the foregoing, (a) except as otherwise provided in this Agreement or consented to in writing by Buyers (which consent shall not be unreasonably withheld or delayed), the Seller Parties shall not, and shall not permit the Company to, take any action that, if taken prior to the date hereof, would have been required to be disclosed pursuant to **Section 3.07** hereof, and (b) the Seller Parties (i) will not take any steps with respect to the bargaining of the Collective Agreement without advance written notice to, and consultation with, the Buyers, (ii) will provide all copies of communications with the Union with respect to collective bargaining or negotiation of the Collective Agreement to the Buyers and (iii) will not take any steps in relation to the bargaining of the Collective Agreement that would modify or revise the terms or conditions of the current Collective Agreement or impact the ability of the Buyers to bargain a new collective agreement with the Union subsequent to the Closing Date.

Section 5.02 Access to Information. From the date hereof until the Closing, Sellers shall, and shall cause the Company to, (a) afford Buyers and their Representatives, within five (5) days

after receipt from Buyers of a written request, full and free access to and the right to inspect all of the Real Property, properties, assets, premises, books and records, Contracts and other documents and data related to the Company; (b) furnish Buyers and their Representatives with such financial, operating and other data and information related to the Company as any Buyer or any of its Representatives may reasonably request; and (c) instruct the Representatives of the Seller Parties and the Company to cooperate with Buyers in their investigation of the Company. Any investigation pursuant to this **Section 5.02** shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of Sellers or the Company. No investigation by Buyers or other information received by Buyers shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by the Seller Parties in this Agreement or the rights or remedies of Buyers for breaches of such representations, warranties and agreements.

Section 5.03 No Solicitation of Other Bids.

(a) Seller Parties shall not, and shall not authorize or permit any of their Affiliates (including the Company) or any of their Representatives to, directly or indirectly, (i) encourage, solicit, initiate, facilitate or continue inquiries regarding an Acquisition Proposal; (ii) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible Acquisition Proposal; or (iii) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal. Seller Parties shall immediately cease and cause to be terminated, and shall cause their Affiliates (including the Company) and all of their Representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons conducted heretofore with respect to, or that could lead to, an Acquisition Proposal. For purposes hereof, "Acquisition Proposal" shall mean any inquiry, proposal or offer from any Person (other than Buyers or any of their Affiliates) concerning (i) a merger, consolidation, liquidation, recapitalization, share exchange or other business combination transaction involving the Company; (ii) the issuance or acquisition of shares of Capital Stock or other equity securities of the Company; or (iii) the sale, lease, exchange or other disposition of any significant portion of the Company's properties or assets.

(b) Seller Parties agree that the rights and remedies for noncompliance with this **Section 5.03** shall include having such provision specifically enforced by any court having equity jurisdiction without the requirement of posting a bond or other security or proving the lack of inadequacy of a remedy at law, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to Buyers and that money damages would not provide an adequate remedy to Buyers, and, in the event of a proceeding instituted as a result of any such breach or threatened breach, no Seller Party or any of their respective Affiliates will object to such remedy.

Section 5.04 Notice of Certain Events.

(a) From the date hereof until the Closing, Sellers shall promptly notify Buyers in writing of any fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (B) has resulted in, or would reasonably be expected to result in, any representation or warranty made by Seller Parties hereunder not being materially true and correct

or (C) has resulted in, or would reasonably be expected to result in, the failure of any of the conditions set forth in **Section 7.02** to be satisfied.

(b) Buyers' receipt of information pursuant to this **Section 5.04** shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller Parties in this Agreement (including **Section 8.02** and **Section 9.01(b)**) and shall not be deemed to amend or supplement the Disclosure Schedules or the conditions to the obligations of the Parties hereto under this Agreement or have any effect on any right to indemnification provided for in **Article VIII** hereof or the determination of the satisfaction of the conditions to closing set forth in **Section 7.02**.

(c) Until the Closing Date, the Company shall deliver to Buyers, within thirty days after the end of each fiscal month, beginning with the fiscal month ended July 31, 2016, an unaudited consolidated balance sheet and results of operations and cash flows of the Company for such calendar month and the year to date, which shall be prepared in accordance with GAAP consistently applied. All such monthly financial statements, if delivered, shall be covered by and conform to the representations and warranties regarding Interim Financial Statements set forth in **Section 3.06** hereof and shall be included in the definition of "Financial Statements" for purposes of this Agreement.

Section 5.05 Resignations. Sellers shall deliver to Buyers written resignations, effective as of the Closing Date, of the officers and directors of the Acquired Company requested by Buyers at least five Business Days prior to the Closing.

Section 5.06 Governmental Approvals and Consents.

(a) Each Party hereto shall, as promptly as possible, (i) make, or cause to be made, all filings and submissions required under any Law applicable to such Party or any of its Affiliates; and (ii) use reasonable best efforts to obtain, or cause to be obtained, all consents, authorizations, orders and approvals from all Governmental Authorities that may be or become necessary for its execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement. Each Party shall cooperate fully with the other Parties and their Affiliates in promptly seeking to obtain all such consents, authorizations, orders and approvals. The Parties hereto shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, orders and approvals.

(b) All analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals made by or on behalf of any Party before any Governmental Authority or the staff or regulators of any Governmental Authority, in connection with the transactions contemplated hereunder (but, for the avoidance of doubt, not including any interactions between Seller Parties or the Company with Governmental Authorities in the ordinary course of business, any disclosure which is not permitted by Law or any disclosure containing confidential information) shall be disclosed to the other Parties hereunder in advance of any filing, submission or attendance, it being the intent that the Parties will consult and cooperate with one another, and consider in good faith the views of one another, in connection with any such analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals. Each Party shall give notice to the other

Parties with respect to any meeting, discussion, appearance or contact with any Governmental Authority or the staff or regulators of any Governmental Authority, with such notice being sufficient to provide the other Parties with the opportunity to attend and participate in such meeting, discussion, appearance or contact.

(c) Notwithstanding the foregoing, nothing in this **Section 5.06** shall require, or be construed to require, Buyers or any of their Affiliates to agree to (i) sell, hold, divest, discontinue or limit, before or after the Closing Date, any assets, businesses or interests of any Buyer, the Acquired Company or any of their respective Affiliates; (ii) any conditions relating to, or changes or restrictions in, the operations of any such assets, businesses or interests which, in either case, could reasonably be expected to result in a Material Adverse Effect or materially and adversely impact the economic or business benefits to Buyers of the transactions contemplated by this Agreement; or (iii) any material modification or waiver of the terms and conditions of this Agreement.

Section 5.07 Books and Records.

(a) In order to facilitate the resolution of any claims made against or incurred by Sellers prior to the Closing, or for any other reasonable purpose, for a period of four years after the Closing, Buyers shall:

(i) retain the books and records (including personnel files) of the Acquired Company relating to periods prior to the Closing in a manner reasonably consistent with the prior practices of the Company; and

(ii) upon reasonable notice, afford the Representatives of Sellers reasonable access (including the right to make, at Sellers' expense, photocopies), during normal business hours, to such books and records;

provided, however, that any books and records related to Tax matters shall be retained pursuant to the periods set forth in **Article VI**.

(b) In order to facilitate the resolution of any claims made by or against or incurred by Buyers or the Acquired Company after the Closing, or for any other reasonable purpose, for a period of four years following the Closing, Sellers shall:

(i) retain the books and records (including personnel files) of Sellers which relate to the Company and its operations for periods prior to the Closing; and

(ii) upon reasonable notice, afford the Representatives of Buyers or the Acquired Company reasonable access (including the right to make, at Buyers' expense, photocopies), during normal business hours, to such books and records;

provided, however, that any books and records related to Tax matters shall be retained pursuant to the periods set forth in **Article VI**.

(c) Neither Buyers nor Sellers shall be obligated to provide the other party with access to any books or records (including personnel files) pursuant to this **Section 5.07** where such access would violate any Law.

Section 5.08 Closing Conditions. From the date hereof until the Closing, each Party hereto shall, and Sellers shall cause the Company to, use reasonable best efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in **Article VII** hereof.

Section 5.09 Public Announcements. Unless otherwise required by applicable Law or stock exchange requirements (based upon the reasonable advice of counsel), no Party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other Parties (which consent shall not be unreasonably withheld or delayed), and the Parties shall cooperate as to the timing and contents of any such announcement.

Section 5.10 Further Assurances. Following the Closing, each of the Parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

Section 5.11 Covenants of Seller Parties.

(a) Each Seller Party agrees that it shall, and shall cause each of its Affiliates and its and their respective Representatives (such Affiliates and Representatives collectively "**Seller Party Related Persons**"), to (i) not disclose and to treat and hold as confidential all information concerning the businesses and affairs of the Company, including the Company Intellectual Property, the terms and provisions of this Agreement and the agreements, documents and instruments contemplated hereby, and any confidential or proprietary information of any third person in the Company's possession (collectively, "**Confidential Information**"), and (ii) except as otherwise expressly permitted by this Agreement, refrain from using any Confidential Information. In the event that any Seller Party or any of its Seller Party Related Persons is requested or required (by oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, to the extent permitted to do so under applicable Law such Seller Party shall notify Buyers and the Acquired Company promptly of the request or requirement so that the Acquired Company may seek, at its expense, an appropriate protective order or waive compliance with the provisions of this **Section 5.11(a)**. If, in the absence of a protective order or the receipt of a waiver hereunder, any Seller Party or any of its Seller Party Related Persons is compelled to disclose any Confidential Information to any tribunal, it may disclose Confidential Information to the tribunal to the extent required; *provided that* it shall cooperate with the Acquired Company, at the request and expense of the Acquired Company, if the Acquired Company determines to seek an order or other assurance that confidential treatment shall be accorded to such portion of the Confidential Information required to be disclosed. Notwithstanding the foregoing, for purposes of this **Section 5.11(a)**, Confidential Information shall not include information which is or becomes generally available to the public other than as

a result of a disclosure by any Seller Party or any of its Seller Party Related Persons in violation of this **Section 5.11(a)** or any other confidentiality obligation to which any of them is bound. Notwithstanding the foregoing, (i) no prior notice of or other action shall be required in respect to any disclosure made to any banking, financial, accounting or similar supervisory authority exercising its routine supervisory or audit functions, *provided that* such disclosure is made in the ordinary course and not specific to the Acquired Company, and (ii) Seller may disclose the terms and provisions of this Agreement to the extent that Seller reasonably determines, after consultation with outside legal counsel, such action to be required by Law or by the rules of any applicable self-regulatory organization, in which case Seller will use its commercially reasonable efforts to allow the Parties hereto reasonable time to comment on such disclosure in advance of such disclosure and Seller will incorporate any reasonably requested comments.

(b) Each Seller Party hereby agrees that for a period of five (5) years after the Closing Date (the "**Non-Compete Period**"), it will not directly or indirectly (including without limitation through subsidiaries, Affiliates or other Persons), as an owner, partner, joint venturer, employer, consultant, shareholder, principal, manager, agent or otherwise, own, manage, operate, join, control or participate in the ownership, management, operation or control of any business which provides catalyst loading or unloading services in North America, Central America, the Caribbean Islands, the U.S. Virgin Islands and any and all other islands associated with North America; *provided*, *however*, that the foregoing shall not prevent any Seller Party (or any Affiliate) from acquiring and thereafter operating any business which has as part of its operations catalyst loading or unloading services as long as such acquired business derives less than ten percent (10%) of its revenues from catalyst loading or unloading services and the Seller Parties (or any Affiliates) do not actively expand such catalyst loading or unloading services business during the Non-Compete Period.

(c) Each Seller Party agrees that without the written consent of Buyers, for a period of five (5) years after the Closing Date (the "**Non-Solicit Restricted Period**"), it will not, and will not permit any of its Affiliates to, directly or indirectly, on behalf of any Person, (i) solicit the employment or engagement of, or hire, any employee of the Acquired Company unless, at the time of such solicitation, hire or engagement, such employee had not been employed by the Acquired Company for at least one year following termination of employment, *provided that* clause (i) of this **Section 5.11(c)** shall not apply to general solicitations not directed at a particular person, and *provided* further that in no event shall any Seller Party or any of its Affiliates, without the prior written consent of Buyers, hire or otherwise engage any executive officer or senior management employee of the Acquired Company during the Non-Solicit Restricted Period, regardless of how long they had not been employed by the Acquired Company or whether they are responding to a general solicitation not directed at a particular person, (ii) encourage, induce, seek to encourage or induce, or assist another Person to encourage, induce or seek to encourage or induce an employee, agent, independent contractor, customer, supplier or creditor of, or another Person having a business relationship with, Buyers, the Acquired Company or any of their respective Affiliates, to cease or adversely change its, his or her business relationship with Buyers, the Acquired Company or any such Affiliate, or (iii) in any way deliberately interfere with the relationship between Buyers, the Acquired Company or their respective Affiliates and an employee, agent, independent contractor, customer, supplier or creditor of, or another Person having a business relationship with, Buyers, the Acquired Company or any such Affiliate.

(d) Each Seller Party agrees not to make negative comments or otherwise disparage any Buyer, the Acquired Company or their respective officers, directors, employees, members, agents or products or services. Each Buyer agrees not to make negative comments or otherwise disparage any Seller Party or its officers, directors, employees, members, agents or products or services. The foregoing shall not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings).

(e) From and after the Closing each Seller Party covenants and agrees to comply, and to cause its Affiliates (other than the Acquired Company) to comply, with all its obligations under the Cat Tech Divestiture Agreement.

(f) The agreements and covenants in this **Section 5.11** have been separately bargained for by Buyers to protect the goodwill of the business that is being acquired by the Buyers pursuant to this Agreement, and to ensure that the Buyers will have the full benefit of the value thereof. Each Seller Party acknowledges that the nature of the Acquired Company's business is highly competitive, that one of the most valuable assets of the business is its goodwill in the marketplace and among its customers, and that Buyers, in entering into this Agreement and consummating the transactions contemplated by this Agreement, have relied on the willingness of the Seller Parties to restrict their ability to compete with the Acquired Company in respect of its business. Each Seller Party acknowledges and agrees that at the Closing it will directly or indirectly receive valuable consideration for all of such Person's ownership interest in the Acquired Company, and therefore has a material economic interest in the consummation of the transactions contemplated by this Agreement. Each Seller Party hereby further acknowledges and agrees that in view of the nature of the business and the business objectives of Buyers in acquiring the Acquired Company and the consideration paid to each Seller Party therefor, the scope of business, territorial and time limitations contained in this **Section 5.11** are reasonable and properly required for the adequate protection of Buyers. The Parties intend that the covenants of this **Section 5.11** be (i) enforceable to the maximum extent permitted by Law and (ii) severable, and, if any reviewing court determines that any of such covenants are unenforceable or invalid, or of excessive duration or scope, such determination shall not affect the enforceability of any other covenants herein or the enforceability of the like covenants of any Seller Party not a party to the action in which such determination was made; further, in the event of any such determination the Parties authorize such court to (i) reform the unenforceable, invalid or excessive provisions and (ii) impose such restrictions as reformed, as it deems reasonable.

(g) If any Seller Party or any of its respective Affiliates or, if applicable, Representatives breaches or threatens to breach any of the covenants set forth in this **Section 5.11**, Buyers, the Acquired Company and their respective Affiliates will be entitled to seek specific performance and any other requested injunctive and other equitable relief in any court of competent jurisdiction, without the requirement of posting a bond or other security or proving the lack of inadequacy of a remedy at law, in addition to other rights and remedies that may be available under applicable Law or otherwise, and, in the event of a proceeding instituted as a result of any such breach or threatened breach, no Seller Party or any of their respective Affiliates or, if applicable, Representatives will object to such remedy, including by claiming that money damages are otherwise adequate.

(h) Parent shall, to the extent required pursuant to **Section 7.01(n)**, assign to the US Buyer, effective as of the Closing, its rights and obligations under the confidentiality, non-solicitation and/or non-competition agreements listed on **Section 3.08(a)(iv)** of the Disclosure Schedules.

Section 5.12 Post-Closing Employee Matters.

(a) 401(k) Plan.

(i) CHCSLLC shall terminate its participation in the Clean Harbors, Inc. 401(k) Plan (**"Parent 401(k) Plan"**) effective as of the close of business on the date immediately preceding the Closing Date and each US Business Employee who has an account under the Parent 401(k) Plan shall be eligible to receive an immediate distribution of his or her account thereunder effective as of the Closing Date. On or prior to the Closing Date, Parent shall take all actions necessary to ensure that each US Business Employee's account under the Parent 401(k) Plan is fully vested as of the Closing Date.

(ii) The US Buyer maintains a tax-qualified defined contribution plan (the **"Buyer 401(k) Plan"**) that (i) meets the requirements of Section 401(a) of the Code and (ii) includes a qualified cash or deferred arrangement within the meaning of Section 401(k) of the Code. Effective as of January 1, 2017, all US Business Employees who were eligible to participate in the Parent 401(k) Plan immediately prior to the Closing shall be eligible to participate in the Buyer 401(k) Plan. As soon as commercially practicable following January 1, 2017, the Buyer 401(k) Plan shall accept (and shall be amended to the extent necessary to accept) qualified direct rollovers of any distributions to eligible US Business Employees from the Parent 401(k) Plan, including any outstanding loans and related promissory notes.

(iii) With respect to a US Business Employee with an aggregate account balance under the Parent 401(k) Plan of at least $5,000 as of the date immediately preceding the Closing Date (excluding rollover contributions and earnings credited thereon), Parent shall cause the Parent 401(k) Plan to permit repayment by payroll withholding for 2016, and by coupon repayment thereafter, of any outstanding loan to such US Business Employee, provided the US Business Employee does not take a distribution from the Parent 401(k) Plan that includes that outstanding loan. The Parties shall cooperate to effect the purpose of this **Section 5.12(a)(iii)**.

(b) Welfare Benefits. In accordance with and subject to the terms and conditions of the Transition Services Agreement, the Business Employees shall continue to participate, without interruption, in the Company Health Plans and other welfare benefit plans maintained by the Sellers or an Affiliate from the Closing Date through December 31, 2016. Thereafter, the Business Employees shall become eligible to participate in Buyers' corresponding group medical, dental, and other welfare benefit plans and, in connection therewith, Buyers shall use commercially reasonable efforts to waive any waiting period, pre-existing condition, evidence of insurability, continuing-course-of-treatment and actively-at-work requirements to the same extent that such period, conditions and/or requirements were not applicable to or had been satisfied by such Business Employees immediately prior to the Closing Date under the applicable Company Health Plan or other welfare benefit plan.

(c) COBRA. Parent shall be responsible for claims relating to continuation coverage required under Section 4980 of the Code, Part 6 of Title I of ERISA or applicable state law (COBRA) attributable to qualifying events occurring on or prior to the Closing Date with respect to any individual, including the Business Employees and former Business Employees and their covered spouses and dependents.

(d) No Third-Party Beneficiaries. No provision of this Agreement shall: (i) create any third-party beneficiary rights in any Business Employee, any beneficiary or dependents thereof, any collective bargaining representative thereof, or any other Person with respect to the compensation, terms and conditions of employment, and benefits that may be provided to any Person by any Seller Party, ERISA Affiliate, Buyer or Affiliate of Buyer, or under any employee benefit plan which any Seller Party, ERISA Affiliate, Buyer or Affiliate of Buyer may maintain; (ii) be construed to establish, amend, or modify any benefit or compensation plan, program, agreement, contract, policy or arrangement; or (iii) limit the ability of any Seller Party or Buyers to (x) amend, modify or terminate any benefit or compensation plan, program, agreement, contract, policy, or arrangement at any time assumed, established, sponsored or maintained by any Party, or (y) terminate the employment of any Business Employee.

Section 5.13 Other Matters.

(a) At or prior to the Closing, each Seller shall, and shall cause its Affiliates to, pay, settle, release, cancel or otherwise terminate all Intercompany Accounts. Notwithstanding anything to the contrary in this Agreement, any liability (including any Tax liability) that results from the actions described in the preceding sentence shall be the responsibility of the Seller Parties.

(b) The Company shall, and each Seller shall, and shall cause its Affiliates to, use commercially reasonable efforts to enter into agreements or arrangements, in form and substance reasonably satisfactory to Buyer, to transfer to the Company, effective upon the Closing, the catalyst loading or unloading services currently performed by the Company pursuant to the Master Service Agreements listed in **Schedule 5.13(b)** hereto.

(c) Following the Closing, Buyers shall use commercially reasonable efforts to not use any name, in any way, containing the term "Clean Harbors" or any permutation thereof, whether relating to the business conducted by the Company or otherwise. As promptly as practicable following the Closing, but in no event more than ten (10) Business Days following the Closing, Buyers shall, where applicable, cause each Company to change its corporate name to remove the term "Clean Harbors" therefrom, and shall provide Sellers with evidence of the same. As promptly as practicable following the Closing, but in no event more than sixty (60) days following the Closing, Buyers shall retitle and rebrand all of the equipment owned by the Company in the new name of the Company (*i.e.*, a name that does not contain the term "Clean Harbors").

(d) On or prior to the Closing, Sellers shall have taken all actions necessary to transfer to Sellers the real property owned by CHCSLLC and located at 802 Seaco Court, Deer Park, Texas.

ARTICLE VI.
Tax Matters

Section 6.01 Tax Covenants.

(a) Sellers shall include income, gain, deduction, loss, credits and other Tax items from the Company for the Pre-Closing Tax Period within Sellers' consolidated or unitary (or other) income Tax Returns and in a manner consistent with the information reporting furnished by the Company to Sellers for such periods, in each case to the extent applicable. If the Section 338(h)(10) Election is made, any income, gain, loss or deduction resulting from the Section 338(h)(10) Election shall be included in each such Tax Return for a Tax period ending on the Closing Date to the maximum extent permitted by applicable Law. Buyers shall include income, gain, deductions, loss, credits and other Tax items from the Company for the Post Closing Tax Period to the extent applicable. With respect to the allocation of income, gain, loss, credits and other Tax items of CHCSLLC in the case of consolidated or unitary US federal and state income or franchise Tax Returns, US Seller and US Buyer agree to elect to ratably allocate nonextraordinary items pursuant to Treasury Regulation Section 1.1502-76(b)(2)(ii)(D). US Seller and US Buyer agree to allocate nonextraordinary items on the basis of the relative number of days that US Seller and US Buyer owned CHCSLLC during the tax year ended December 31 of the calendar year during which the Closing Date occurs. The denominator of such allocation ratio shall be based upon the total number of days in the calendar year that includes the Closing Date. Sellers shall include within the numerator of its allocation ratio the number of days up to and including the Closing Date. US Seller and US Buyer agree exchange information necessary to complete the statement required by Treasury Regulation Section 1.1502-76(b)(2)(ii)(D)(1) and the agreement required by Treasury Regulation Section 1.1502-76(b)(2)(ii)(D)(2) by May 31 of the calendar year following the calendar year in which the Effective Time occurs.

(b) US Seller shall include CHCSLLC, or cause CHCSLLC to be included in, and shall file and cause to be filed, (i) the United States consolidated federal income Tax Returns of the US Seller or its Affiliates for the Pre-Closing Tax Period and (i) where applicable, all other consolidated, combined, unitary or other affiliated group Tax Returns of the US Seller or its Affiliates for the Pre-Closing Tax Period, and shall pay any or all Taxes due with respect to the Tax Returns referred to in clause (i) or (ii) of this **Section 6.01(b)**. US Seller shall also file or cause CHCSLLC to file all other Tax Returns of or which include CHCSLLC required to be filed (taking into account any extensions) on or prior to the Closing Date and shall pay any and all Taxes due with respect to such Tax Returns. If, pursuant to the procedures contemplated by **Section 6.01(e)**, the CRA approves the closing of CHCSLP's fiscal year as of the Closing Date, Canadian Sellers shall file or cause CHCSLP to file its Tax Returns with respect to the Pre-Closing Tax Period. All Tax Returns described in this **Section 6.01(b)** shall be prepared in a manner consistent with this Agreement and past practice and without a change of any material Tax election or Tax accounting method, in each case unless otherwise required by Law. Sellers shall use commercially reasonable efforts to deliver a draft of each such Tax Return to Buyers (together with schedules, statements and, to the extent requested by Buyers, reasonable supporting documentation) at least 20 days prior to the due date (including extensions) of such income Tax Return; *provided that* nothing herein shall prevent Sellers from timely filing any such Tax Return. If Buyers object to any item on any such Tax Return, it shall, within ten days after delivery of such Tax Return, notify Sellers in writing that it so objects, specifying with

particularity any such item and stating the specific factual or legal basis for any such objection. If a notice of objection shall be duly delivered, Buyers and Sellers shall negotiate in good faith and use their reasonable best efforts to resolve such items. If Buyers and Sellers are unable to reach such agreement within ten days after receipt by Buyers of such notice, the disputed items shall be resolved by the Independent Accountant (in accordance with the procedures and cost sharing formula set forth in **Section 6.01(d)** below) and any determination by the Independent Accountant shall be final.

(c) Buyers shall prepare, or cause to be prepared, all other Tax Returns required to be filed by the Acquired Company after the Closing Date with respect to a Pre-Closing Tax Period. To the extent any Taxes shown due on such Tax Returns are indemnifiable by Sellers, any such Tax Return shall be prepared in a manner consistent with this Agreement and past practice and without a change of any material Tax election or Tax accounting method, in each case unless otherwise required by Law. Buyers shall use reasonable commercial efforts to deliver a draft of each such income Tax Return to Sellers (together with schedules, statements and, to the extent requested by Sellers, reasonable supporting documentation) at least 20 days prior to the due date (including extensions) of such income Tax Return; *provided that* nothing herein shall prevent Buyers from timely filing any such Tax Return or shall diminish, limit, derogate, challenge the validity or enforceability or render invalid or unenforceable the indemnification given by the Sellers hereunder in respect of Taxes. If Sellers object to any item on any such income Tax Return, it shall, within ten days after delivery of such Tax Return, notify Buyers in writing that it so objects, specifying with particularity any such item and stating the specific factual or legal basis for any such objection. If a notice of objection shall be duly delivered, Buyers and Sellers shall negotiate in good faith and use their reasonable best efforts to resolve such items. If Buyers and Sellers are unable to reach such agreement within ten days after receipt by Buyers of such notice, the disputed items shall be resolved by the Independent Accountant (in accordance with the procedures and cost sharing formula set forth in **Section 6.01(d)** below) and any determination by the Independent Accountant shall be final. No later than five days prior to the filing date of any Tax Return described in this **Section 6.01**, Sellers shall pay to the Acquired Company or to the Buyers, as applicable, an amount equal to that portion of the Taxes shown on such Tax Return for which Sellers have an obligation to indemnify Buyers pursuant to **Article VIII**. The preparation and filing of any Tax Return of the Acquired Company that does not relate to a Pre-Closing Tax Period shall be exclusively within the control of Buyers.

(d) The Independent Accountant shall resolve any disputed items under this **Section 6.01** within twenty days of having the item referred to it pursuant to such procedures as it may require. If the Independent Accountant is unable to resolve any disputed items before the due date for such Tax Return, the Tax Return shall be filed as prepared by Buyers and then amended to reflect the Independent Accountant's resolution. The costs, fees and expenses of the Independent Accountant shall be borne so that Sellers shall be responsible for that portion of the costs equal to such costs multiplied by a fraction, the numerator of which is the aggregate dollar value of issues in dispute submitted to the Independent Accountant that is the absolute value of the difference between the position submitted to the Independent Accountant by Sellers and the finally determined position of the Independent Accountant, and the denominator of which is the total dollar value of the issues in dispute so submitted, and the Buyers shall be responsible for the remainder of such costs.

(e) Canadian Sellers shall, promptly following Buyer's request, submit to the CRA a letter requesting CRA's consent to a change in CHCSLP's 2016 fiscal year-end from December 31, 2016 to the Closing Date, and Canadian Sellers shall use their commercially reasonable best efforts to obtain CRA's consent to such change. If the CRA does not, after good faith efforts by the Canadian Sellers, consent to the change in CHCSLP's fiscal year, then following the written request by the Canadian Buyers, Canadian Sellers shall amend the limited partnership agreement of CHCSLP to provide that all items of income, gain, loss and deduction of CHCSLP for the portion of the 2016 taxable year ending at the close of business on the Closing Date shall be allocated to the Canadian Sellers.

(f) US Seller agrees (i) to make an election under Treasury Regulation Section 1.1502-36(d)(6)(i) to reduce the tax basis it has in its shares in the amount necessary to avoid reducing the tax attributes of CHCSLLC and its Subsidiaries, and (2) to not make any other elections under Treasury Regulation Section 1.1502-36(d) without the prior written consent of US Buyer.

Section 6.02 Transfer Taxes and Transfer Approvals. Canadian Buyers and Canadian Sellers shall each pay directly to the appropriate Governmental Authority all respective transfer, documentary, sales, use, stamp, registration, value added and other such Taxes and fees (including any penalties and interest and any real property transfer Tax and any other similar Tax) (collectively, "**Transfer Taxes**") payable by each of them in connection with this Agreement and, upon the reasonable request of a Party, the requested party shall furnish proof of such payment. All other Transfer Taxes shall be paid by US Seller. Each Party agrees to use all commercially reasonable efforts to obtain any certificate or other document from any Governmental Authority or any other Person as may be necessary to mitigate, reduce or eliminate any Tax that could be imposed on any Party as a result of the consummation of the transactions contemplated by this Agreement..

Section 6.03 Termination of Existing Tax Sharing Agreements. Any and all existing Tax allocation or sharing agreements (whether written or not) binding upon the Acquired Company shall be terminated as of the Closing Date. After such date neither the Acquired Company, Sellers nor any of Sellers' Affiliates and their respective Representatives shall have any further rights or liabilities thereunder.

Section 6.04 Straddle Period. In the case of Taxes that are payable with respect to a taxable period that begins before and ends after the Closing Date (each such period, a "**Straddle Period**"), the portion of any such Taxes that are treated as Pre-Closing Taxes for purposes of this Agreement shall be:

(a) in the case of Taxes (i) based upon, or related to, income, receipts, profits, wages, capital or net worth, (ii) imposed in connection with the sale, transfer or assignment of property, or (iii) required to be withheld, deemed equal to the amount which would be payable if the taxable year ended with the Closing Date;

(b) in the case of other Taxes, deemed to be the amount of such Taxes for the entire period multiplied by a fraction the numerator of which is the number of days in the period

ending on the Closing Date and the denominator of which is the number of days in the entire period; and

(c) for the avoidance of doubt, any and all Taxes attributable to, or arising or resulting from, the Section 338(h)(10) Election shall be Pre-Closing Taxes.

In the case of CHCSLP, unless its fiscal year is changed in accordance with **Section 6.01(e)**, Pre-Closing Taxes shall be determined by (A) assuming that the fiscal year of CHCSLP ended immediately prior to the Closing on the Closing Date (such assumed fiscal year, the "**Notional Stub Year**"); and (B) determining the income of CHCSLP for the Notional Stub Year for the purposes of the Canadian Tax Act. In determining the income of CHCSLP for the Notional Stub Year for the purposes of the Canadian Tax Act, the amount of any capital cost allowance, financing expenses described in paragraph 20(1)(e) of the Canadian Tax Act, deductions in respect of cumulative eligible capital and similar deductions that CHCSLP is entitled to deduct under the Canadian Tax Act shall be allocated to the Notional Stub Year by prorating them over the period in which they were incurred (for capital cost allowance, the period in which the assets were acquired) based on the number of days in the Notional Stub Year compared to the number of days in the remainder of the calendar year during which the Closing Date occurs.

Section 6.05 Contests. Buyers agree to give written notice to Sellers of the receipt of any written notice by the Acquired Company, Buyers or any of Buyers' Affiliates which involves the assertion of any claim, or the commencement of any Action, in respect of which an indemnity with respect to Taxes may be sought by Buyers pursuant to **Article VI** (a "**Tax Claim**"); *provided that* failure to comply with this provision shall not affect Buyers' right to indemnification hereunder. Buyers shall control the contest or resolution of any Tax Claim; *provided, however*, that Buyers shall obtain the prior written consent of Sellers (which consent shall not be unreasonably withheld, conditioned or delayed) before entering into any settlement of a claim or ceasing to defend such claim; and, *provided further*, that Sellers shall be entitled to participate in the defense of such claim and to employ counsel of its choice for such purpose, the fees and expenses of which separate counsel shall be borne solely by Sellers.

Section 6.06 Section 338(h)(10) Election.

(a) At the option of US Buyer, CHCSLLC and US Seller shall, or shall cause its Affiliates to, join with US Buyer in making a timely election under Section 338(h)(10) of the Code (and any corresponding election under state, local, and foreign Law) with respect to the purchase and sale of the CHCSLLC Membership Interests hereunder (collectively, a "**Section 338(h)(10) Election**"). If a Section 338(h)(10) Election is made, US Seller and US Buyer agree that the US Purchase Price and the liabilities of CHCSLLC (plus other relevant items) shall be allocated among the assets of CHCSLLC for all purposes (including Tax and financial accounting) as shown on the allocation schedule attached hereto as **Exhibit 6.06(a)**. At or before the Closing, US Buyer and CHCSLLC shall cause to be prepared IRS Form 8023, any corresponding forms under comparable provisions of applicable state or local Law, and any required schedules thereto (collectively, the "**Section 338(h)(10) Election Forms**"), and at or before the Closing, the US Buyer and US Seller shall execute the Section 338(h)(10) Election Forms. US Buyer shall notify US Seller in writing if US Buyer elects to make the Section 338(h)(10) Election. If, after the Closing Date any of such Section 338(h)(10) Election Forms,

any changes or supplements are required thereto, US Buyer and US Seller shall complete any required amendments or supplements thereto, and US Buyer and US Seller shall promptly execute such amended form and the US Buyer shall timely file such amended form, and any required supplements thereto.

(b) If a Section 338(h)(10) Election is made, Seller Parties, Buyer Parties and CHCSLLC shall file all Tax Returns (including amended returns and claims for refund) and information reports in a manner consistent with the Section 338(h)(10) Election Forms, and the Parties further agree not to take any position, whether in any Tax Return, audit, examination, claim, adjustment, litigation or other proceeding with respect to U.S. federal income Tax (and state and local income Tax purposes where applicable), that is inconsistent with the Section 338(h)(10) Election Forms, unless otherwise required by applicable Law.

(c) Attached hereto as **Exhibit 6.06(c)** is a schedule (the "**Tax Adjustment Schedule**") computing the estimated amount of additional consideration necessary to cause US Seller's after-Tax net proceeds from the sale of the CHCSLLC Membership Interests with the Section 338(h)(10) Election to be equal to the after-Tax net proceeds that US Seller would have received had the Section 338(h)(10) Election not been made, taking into account all appropriate state, federal and local income Tax implications (the "**Tax Adjustment**"). No later than March 15, 2017, US Seller shall provide US Buyer with a final version of the Tax Adjustment Schedule, updated to reflect the amounts actually used in US Seller's U.S. federal, state and local income Tax Returns for the taxable year in which the Closing Date occurs that was filed with the appropriate Governmental Authorities (the "**Updated Tax Adjustment Schedule**"). If US Buyer objects to any item taken into account in the Updated Tax Adjustment Schedule, it shall, within ten days after delivery of such updated schedule, notify Sellers in writing that it so objects, specifying with particularity any such item and stating the specific factual or legal basis for any such objection. If a notice of objection shall be duly delivered, Buyers and Sellers shall negotiate in good faith and use their reasonable best efforts to resolve such items. If Buyers and Sellers are unable to reach such agreement within ten days after receipt by Sellers of such notice, the disputed items shall be resolved by the Independent Accountant (in accordance with the procedures and cost sharing formula set forth in **Section 6.01(d)**) and any determination by the Independent Accountant shall be final and the Updated Tax Adjustment Schedule shall be updated to reflect such determination.

(d) If the Section 338(h)(10) Election is made, US Buyer shall, within 30 days of the delivery of the Updated Tax Adjustment Schedule (or, in the case of a dispute, within 30 days after the determination of the Independent Accountant), pay to US Seller the Tax Adjustment computed pursuant to the Updated Tax Adjustment Schedule, as modified pursuant to any negotiations among the Parties or the final determination made by the Independent Accountant pursuant to **Section 6.06(c)**.

Section 6.07 Cooperation and Exchange of Information. Sellers and Buyers shall provide each other with such cooperation, assistance and information as either of them reasonably may request of the other in filing any Tax Return pursuant to this **Article VI** or in connection with any audit or other proceeding in respect of Taxes of the Acquired Company. Such cooperation, assistance and information shall include (i) providing copies of relevant Tax Returns or portions thereof, together with accompanying schedules, related work papers and documents relating to

rulings or other determinations by tax authorities, (ii) providing any correspondence received from any tax authorities in connection with any Tax audit or proceeding, and (iii) making employees available on a mutually convenient basis to provide additional information and explain any materials provided pursuant to this **Article VI**. Each Seller and Buyer shall retain all Tax Returns, schedules and work papers, records and other documents in its possession relating to Tax matters of the Acquired Company for any taxable period beginning before the Closing Date until the expiration of the statute of limitations of the taxable periods to which such Tax Returns and other documents relate, without regard to extensions except to the extent notified by the other party in writing of such extensions for the respective Tax periods. Prior to transferring, destroying or discarding any Tax Returns, schedules and work papers, records and other documents in its possession relating to Tax matters of the Acquired Company for any taxable period beginning before the Closing Date, Sellers or Buyers (as the case may be) shall provide the other party with reasonable written notice and offer the other party the opportunity to take custody of such materials.

Section 6.08 Tax Refunds. Except with respect to any Tax refund or credit arising from the carryback of any post-Closing Tax loss, deduction or credit, the amount of the refund of Taxes received (or credits in lieu thereof) received by the Buyers or Acquired Company attributable to Taxes paid by the Acquired Company for any Pre-Closing Tax Period or any Straddle Period (to the extent treated as Pre-Closing Taxes in accordance with **Section 6.04**) shall be for the account of the Sellers. The amount of any such refund (including any interest or related items received thereon but net of any Taxes (including withholding Taxes) and expenses attributable to the receipt and payment of such refund or credit) owing to the Sellers as provided in this **Section 6.08** shall be paid by the Buyers to the appropriate Seller promptly after such refund is received (or the filing of the Tax Return claiming such credit as an offset to Taxes otherwise due and payable). In the event that the Buyers or the Acquired Company are required to subsequently repay any such refund or credit to any Governmental Authority due to the successful challenge of such refund or credit by such Governmental Authority, the Sellers shall repay to the Acquired Company an amount equal to such refund or credit immediately upon written request therefor.

ARTICLE VII.
Conditions to Closing

Section 7.01 Conditions to Obligations of All Parties. The obligations of each Party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

(a) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

(b) Sellers shall have received all consents, authorizations, orders and approvals from the Governmental Authorities referred to in **Section 3.05** and Buyers shall have received all consents, authorizations, orders and approvals from the Governmental Authorities referred to in **Section 4.02**, in each case, in form and substance reasonably satisfactory to Buyers

and Sellers, respectively, and no such consent, authorization, order and approval shall have been revoked.

Section 7.02 Conditions to Obligations of Buyers. The obligations of Buyers to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyers' waiver, at or prior to the Closing, of each of the following conditions:

(a) The Fundamental Representations of the Seller Parties shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date. All other representations and warranties of the Seller Parties contained in this Agreement and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).

(b) Each Seller shall have duly performed and complied in all material respects (in all respects with respect to any agreement, covenant or condition that is qualified by materiality) with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) No Action shall have been commenced against any Buyer, any Seller or the Acquired Company which would prevent the Closing. No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any transaction contemplated hereby.

(d) All approvals, consents and waivers that are listed on **Section 3.05** of the Disclosure Schedules shall have been received, and executed counterparts thereof shall have been delivered to Buyers at or prior to the Closing.

(e) From the date of this Agreement, there shall not have occurred any Material Adverse Effect.

(f) Buyers shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of each Seller, that each of the conditions set forth in **Section 7.02(a)**, **Section 7.02(b)** and **Section 7.02(e)** have been satisfied.

(g) Buyers shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of each Seller certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of such Seller authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby.

(h) Buyers shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of each Seller certifying the names and signatures of the officers

of such Seller authorized to sign this Agreement and the other documents to be delivered hereunder.

(i) Buyers shall have received resignations of the directors and officers of the Acquired Company pursuant to **Section 5.05**.

(j) Each Seller shall have delivered to Buyers a good standing certificate (or its equivalent) for the Acquired Company from the secretary of state or similar Governmental Authority of the jurisdiction under the Laws in which the Acquired Company is organized.

(l) Each Seller shall have delivered to Buyers a certificate pursuant to Treasury Regulations Section 1.1445-2(b) that such Seller is not a foreign person within the meaning of Section 1445 of the Code.

(k) Each Seller shall have delivered, or caused to be delivered, to the applicable Buyer stock certificates evidencing the Shares (to the extent applicable) being sold by it, free and clear of Encumbrances, duly endorsed in blank or accompanied by stock powers or other instruments of transfer duly executed in blank and with all required stock transfer tax stamps affixed.

(l) Each Seller shall have executed the Escrow Agreement.

(m) Each Seller and the Acquired Company shall have executed the Transition Services Agreement.

(n) Sellers shall have, to the extent possible without the consent of any applicable counterparty, delivered to Buyers assignments, in form and substance reasonably acceptable to Buyers, assigning to the applicable Buyer or Company entity all non-compete agreements to which any Business Employee and any Seller Party, or any of its Affiliates, is a party, which assignment shall also confirm that no Seller Party nor any of their Affiliates will enforce against any Business Employee, in the performance of services for Buyers or any of their Affiliates (including the Company), any non-compete agreement to which such Business Employee is a party.

(o) All Company Intellectual Property that is not (i) owned by the Acquired Company shall have been transferred to the Acquired Company or (ii) licensed to the Acquired Company shall have been directly licensed to the Acquired Company.

(p) All assets in the name of the Canadian GP Seller that are used in the conduct of the business by the Company shall have been transferred to CHCSLP or another Person designed by Canadian GP Buyer.

(q) Sellers shall have delivered to Buyers bills of sale, executed by the applicable Affiliates of Sellers that own the vehicles listed in **Schedule 3.09(d)** hereto, transferring all such vehicles to CHCSLLC, CHCSLP or to such other entities as designed by Buyers in writing not less than five (5) Business Days prior to the Closing.

(r) Canadian GP Seller shall have taken all action necessary to appoint Canadian GP Buyer as the general partner of CHCSLP effective as of the Closing.

(s) The Company shall have entered into agreements or arrangements, in form and substance reasonably satisfactory to Buyer, to transfer to the Acquired Company, effective upon the Closing, the catalyst loading or unloading services currently performed by the Company pursuant to no less than 20 of the 27 the Master Service Agreements listed in **Schedule 5.13(b)** hereto.

(t) The US Seller shall have delivered to US Buyer the duly executed Section 338(h)(10) Election Forms.

(u) If requested by the Canadian Buyers pursuant to **Section 6.01(e)**, the limited partnership agreement of CHCSLP shall have been amended in a manner reasonably acceptable to the Canadian Buyers to provide that all items of income, gain, loss and deduction of CHCSLP for the portion of the 2016 taxable year ending at the close of business on the Closing Date shall be allocated to the Canadian Sellers.

(v) Sellers shall have delivered to Buyers duly executed leases and subleases, in form and substance mutually agreeable to Buyers and Sellers, pursuant to which (i) Canadian LP Seller will sublease to CHCSLP 100% of its leasehold interest in the Fort Saskatchewan, Alberta property listed in **Section 3.09(b)(1)** of the Disclosure Schedules, (ii) US Seller will lease to CHCSLLC 22% of the Deer Park, Texas facility listed in **Section 3.09(b)(1)** of the Disclosure Schedules, (iii) US Seller will sublease to CHCSLLC 47% of its leasehold interest in the Carson, California facility listed in **Section 3.09(b)(2)** of the Disclosure Schedules, (iv) CHCSLP will sublease to Canadian LP Seller 15% of its leasehold interest in the Sarnia, Ontario facility listed in **Section 3.09(b)(2)** of the Disclosure Schedules and (v) CHCSLLC will sublease to US Seller 45% of its leasehold interest in the Griffith, Indiana facility listed in **Section 3.09(b)(2)** of the Disclosure Schedules (collectively, the "**Subleases**").

(w) Buyers shall have received the consent of the landlords and all necessary documentation to transfer, effective as of the Closing, the leases for the properties located at 560 Griffin Rd. East, Cochrane, Alberta and 1166 Michener Rd., Sarnia, Ontario to the applicable Buyer.

(x) Buyers shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of US Seller certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of CHCSLLC terminating CHCSLLC's participation in the Parent 401(k) Plan effective as of the close of business on the date immediately preceding the Closing Date, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with therewith.

Section 7.03 Conditions to Obligations of Sellers. The obligations of Sellers to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Sellers' waiver, at or prior to the Closing, of each of the following conditions:

(a) The Fundamental Representations of Buyers shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date. All other representations and warranties of Buyers contained in this Agreement and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).

(b) Each Buyer shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any material transaction contemplated hereby.

(d) Sellers shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of each Buyer, that each of the conditions set forth in **Section 7.03(a)** and **Section 7.03(b)** have been satisfied.

(e) Sellers shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of each Buyer certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of such Buyer authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby.

(f) Sellers shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of each Buyer certifying the names and signatures of the officers of such Buyer authorized to sign this Agreement and the other documents to be delivered hereunder.

(g) Buyers shall have executed the Escrow Agreement.

(h) Buyers shall have delivered to Sellers the duly executed Subleases.

ARTICLE VIII.
Indemnification

Section 8.01 Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is eighteen (18) months from the Closing Date; *provided that* (a) the representations and warranties in **Sections 3.14**, **3.15** and **3.17** shall survive for a period of thirty (30) days after expiration of the applicable statute of limitations and (b) the representations and warranties in **Section 3.01**, **Section 3.03, Section 3.19**, **Section 4.01** and

Section 4.04 (such representations and warranties, the "**Fundamental Representations**") shall survive for a period of seven years. All covenants and agreements of the Parties contained herein shall survive the Closing indefinitely or for the period explicitly specified therein. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved.

Section 8.02 Indemnification By Seller Parties. Subject to the other terms and conditions of this **Article VIII**, each Seller Party shall jointly and severally indemnify and defend each Buyer and its Affiliates (including the Acquired Company) and their respective Representatives (collectively, the "**Buyer Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Buyer Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of the Seller Parties contained in this Agreement or in any certificate or instrument delivered by or on behalf of the Seller Parties pursuant to this Agreement as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by any Seller Party pursuant to this Agreement;

(c) Indemnified Taxes;

(d) the matters set forth in **Section 3.12(a)** of the Disclosure Schedules;

(e) any indemnification obligation of Seller (as such term is defined in the Cat Tech Divestiture Agreement) under the Cat Tech Divestiture Agreement;

(f) the matters disclosed on Schedule 4.20(b) to the CEDA Purchase Agreement;

(g) any indemnification obligations under Section 8.03 of the CEDA Purchase Agreement;

(h) the payment, settlement, release, cancellation or termination of all Intercompany Accounts pursuant to **Section 5.13(a)**; or

(i) any transportation, treatment, handling, storing, disposing or recycling of Hazardous Materials by the Company, any Seller Party or any Affiliate thereof prior to the Closing Date, including without limitation any Environmental Claim in respect of the real property located at 802 Seaco Court, Deer Park, Texas, whether or not set forth in **Section 3.14** of the Disclosure Schedules.

Section 8.03 .Indemnification By Buyer. Subject to the other terms and conditions of this **Article VIII**, Buyers shall indemnify and defend each of Sellers and their Affiliates and their respective Representatives (collectively, the "**Seller Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Seller Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of Buyers contained in this Agreement or in any certificate or instrument delivered by or on behalf of Buyers pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date); or

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyers pursuant to this Agreement.

Section 8.04 Certain Limitations. The indemnification provided for in **Section 8.02** and **Section 8.03** shall be subject to the following limitations:

(a) The Seller Parties shall not be liable to the Buyer Indemnitees for indemnification under **Section 8.02(a)** until the aggregate amount of all Losses in respect of indemnification under **Section 8.02(a)** exceeds 0.75% of the Purchase Price (the "**Deductible**"), in which event the Seller Parties shall only be required to pay or be liable for Losses in excess of the Deductible. Notwithstanding the foregoing, the Deductible shall not apply to Losses based upon, arising out of, with respect to or by reason of any inaccuracy in or breach of any Fundamental Representation or any representation or warranty set forth in **Sections 3.14, 3.15** and **3.17** and the Seller Parties shall be required to pay or be liable for all Losses, subject to the next sentence. The aggregate amount of all Losses for which the Seller Parties shall be liable pursuant to **Section 8.02(a)** shall not exceed (i) the Purchase Price in the case of breaches of the Fundamental Representations, (ii) 50% of the Purchase Price in the case of breaches of the representations and warranties set forth in **Section 3.17**, (iii) 25% of the Purchase Price in the case of breaches of the representations and warranties set forth in **Sections 3.14** and **3.15** and (iv) 10% of the Purchase Price (the "**Cap**") in the case of breaches of all other representations and warranties.

(b) Buyers shall not be liable to the Seller Indemnitees for indemnification under **Section 8.03(a)** until the aggregate amount of all Losses in respect of indemnification under **Section 8.03(a)** exceeds the Deductible, in which event Buyers shall be required to pay or be liable for all such Losses in excess of the Deductible. Notwithstanding the foregoing, the Deductible shall not apply to Losses based upon, arising out of, with respect to or by reason of any inaccuracy in or breach of any Fundamental Representation and the Buyers shall be required to pay or be liable for all Losses, subject to the next sentence. The aggregate amount of all Losses for which Buyers shall be liable pursuant to **Section 8.03(a)** shall not exceed the Cap.

(c) The aggregate amount of all Losses for which the Seller Parties shall be liable pursuant to (i) **Sections 8.02(d)** through **(i)** inclusive shall not exceed the Purchase Price and (ii) **Section 8.02(c)** shall not exceed 50% of the Purchase Price.

(d) Payments by an Indemnifying Party pursuant to **Section 8.02** or **Section 8.03** in respect of any Loss shall be limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar payment received by the Indemnified Party (or the Acquired Company) in respect of any such claim (in each case, net of costs incurred in connection with any such recovery including increased insurance premiums). In the event that an insurance or other recovery is received by any Indemnified Party with respect to any Loss for which any such Person has been indemnified hereunder, then a refund equal to the lesser of (x) the aggregate amount of the recovery adjusted to reflect any reasonable fees, expenses and costs associated with the facts and circumstances of such recovery, including deductibles, retrospective premium adjustments, experience-based premium adjustments and indemnification obligations or (y) the amount of the indemnification payment by the Indemnified Party shall be promptly delivered to the Indemnifying Party. The Indemnified Party shall use its commercially reasonable efforts to recover under insurance policies or indemnity, contribution or other similar agreements for any Losses prior to seeking indemnification under this Agreement.

(e) In no event shall any Indemnifying Party be liable to any Indemnified Party for any punitive, incidental, special or indirect or, to the extent not reasonably foreseeable, consequential damages relating to the breach or alleged breach of this Agreement, except in the case of fraud or to the extent actually awarded to a Governmental Authority or other third party.

(f) Each Indemnified Party shall take, and cause its Affiliates to take, all reasonable steps requested by the Indemnifying Party to mitigate any Loss upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto.

Section 8.05 Indemnification Procedures. The party making a claim under this **Article VIII** is referred to as the "**Indemnified Party**", and the party against whom such claims are asserted under this **Article VIII** is referred to as the "**Indemnifying Party**".

(a) Third Party Claims. If any Indemnified Party receives notice of the assertion or commencement of any Action made or brought by any Person who is not a party to this Agreement or an Affiliate of a Party to this Agreement or a Representative of the foregoing (a "**Third Party Claim**") against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than 30 calendar days after receipt of such notice of such Third Party Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and then only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Third Party Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the

defense of any Third Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defense; *provided that* if the Indemnifying Party is a Seller Party, such Indemnifying Party shall not have the right to defend or direct the defense of any such Third Party Claim (x) that is asserted directly by or on behalf of a Person that is a supplier, customer or employee of the Acquired Company, (y) that seeks an injunction or other equitable relief against the Indemnified Party or (z) where the reasonably foreseeable Losses of such claim, together with all other claims for indemnification hereunder, exceeds the Cap or does not exceed the Deductible; and *provided further* that the Indemnifying Party shall not have the right to defend such claim (i) unless the Indemnifying Party acknowledges its obligation to indemnify the Indemnified Party for any Losses resulting from such third party claim (subject to the limitations set forth in **Section 8.04**), (ii) if such Third Party Claim arises in connection with any criminal proceeding, action, indictment, criminal allegation or criminal investigation of the Indemnified Person or its Affiliates or (iii) if counsel to the Indemnified Party shall have reasonably concluded that (A) there is a conflict of interest between the Indemnified Party and the Indemnifying Party in the conduct of the defense of such Third Party Claim or (B) the Indemnified Party has one or more defenses not available to the Indemnifying Party. In the event that the Indemnifying Party assumes the defense of any Third Party Claim, subject to **Section 8.05(b)**, it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right to participate in the defense of any Third Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. The fees and disbursements of such counsel shall be at the expense of the Indemnified Party, *provided that* if in the reasonable opinion of counsel to the Indemnified Party, (A) there are legal defenses available to an Indemnified Party that are different from or additional to those available to the Indemnifying Party; or (B) there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party determines counsel is required. If the Indemnifying Party elects not to compromise or defend such Third Party Claim, fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, or fails to diligently prosecute the defense of such Third Party Claim, the Indemnified Party may, subject to **Section 8.05(b)**, pay, compromise, defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim. The Seller Parties and Buyers shall cooperate with each other in all reasonable respects in connection with the defense of any Third Party Claim, including making available records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third Party Claim.

(b) Settlement of Third Party Claims. Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third Party Claim without the prior written consent of the Indemnified Party, except as provided in this **Section 8.05(b)**. If a firm offer is made to settle a Third Party Claim (i) without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party, (ii) that does not include a finding or admission of any violation of Law or any violation of the rights of any Person by the Indemnified Party, (iii) that does not impose any injunction or other equitable

relief upon any Indemnified Party or subject any Indemnified Party to criminal liability and (iv) provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within ten days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third Party Claim, the Indemnifying Party may settle the Third Party Claim upon the terms set forth in such firm offer to settle such Third Party Claim. If the Indemnified Party has assumed the defense pursuant to **Section 8.05(a)**, it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld, conditioned or delayed).

(c) Direct Claims. Any Action by an Indemnified Party on account of a Loss which does not result from a Third Party Claim (a "**Direct Claim**") shall be asserted by the Indemnified Party giving the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than 30 days after the Indemnified Party becomes aware of such Direct Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and then only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have 30 days after its receipt of such notice to respond in writing to such Direct Claim. The Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnified Party shall assist the Indemnifying Party's investigation by giving such information and assistance (including access to the Acquired Company's premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such 30 day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

(d) Tax Claims. Notwithstanding anything in this **Article VIII** to the contrary, all Tax Claims shall be determined and resolved in accordance with **Article VI** rather than this **Article VIII**.

Section 8.06 Payments. Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable pursuant to this **Article VIII**, the Indemnifying Party shall satisfy its obligations within 15 Business Days of such final, non-appealable adjudication by wire transfer of immediately available funds. The Parties hereto agree that should an Indemnifying Party not make full payment of any such obligations within such 15 Business Day period, any amount payable shall accrue interest from and including the date of agreement of the Indemnifying Party or final, non-appealable adjudication to but excluding the date such payment has been made at a

rate per annum equal to 2%. Such interest shall be calculated daily on the basis of a 365 day year and the actual number of days elapsed, without compounding.

Section 8.07 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the Parties for Tax purposes as an adjustment to that portion of the Purchase Price allocable to the Shares of the entity to which the indemnification payment relates, unless otherwise required by Law or as otherwise provided in **Section 6.06**.

Section 8.08 Exclusive Remedies. Subject to **Section 10.11**, the Parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims (other than for (i) the Closing Adjustments provided for in **Section 2.04**, (ii) Tax Claims under **Article VI**, (iii) claims for specific performance under **Section 10.11** and (iv) claims arising from fraud, criminal activity or willful misconduct on the part of a Party hereto in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this **Article VIII**. In furtherance of the foregoing, each Party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other Parties hereto and their Affiliates and each of their respective Representatives arising under or based upon any Law, except pursuant to the indemnification provisions set forth in this **Article VIII**. Nothing in this **Section 8.08** shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled or to seek any remedy on account of any Party's fraudulent, criminal or intentional misconduct.

Section 8.09 Materiality. For purposes of determining both the threshold issue as to whether or not there is a breach of, or any inaccuracy or misrepresentation with respect to any representation or warranty for which indemnification would be available under **Section 8.02(a)** and **Section 8.03(a)** and the amount of any Losses related thereto, all qualifications in such representation or warranty to "materiality" or "Material Adverse Effect" (or any correlative terms) shall be disregarded.

Section 8.10 Effect of Investigation. No investigation by or on behalf of Buyers into the business, operations, prospects, assets or condition (financial or otherwise) of the Company shall diminish in any way the effect of any representations, warranties and covenants of the Seller Parties under this Agreement or the rights or remedies of any Buyer Indemnitee for breaches of such representations, warranties and covenants, and the representations, warranties and covenants of the Seller Parties hereunder shall not be affected or deemed waived by reason of the fact that Buyers or any of their Representatives knew or should have known that any such representation or warranty is, was or might be inaccurate.

ARTICLE IX.
Termination

Section 9.01 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of each Seller Party and Buyers;

(b) by Buyers by written notice to the Seller Parties if:

(i) no Buyer is then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by any Seller Party pursuant to this Agreement that would give rise to the failure of any of the conditions specified in **Article VII** and such breach, inaccuracy or failure has not been cured by Sellers within ten days of Sellers' receipt of written notice of such breach from Buyers; or

(ii) any of the conditions set forth in **Section 7.01** or **Section 7.02** shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by September 30, 2016 unless such failure shall be due to the failure of Buyers to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by them prior to the Closing;

(c) by Sellers by written notice to Buyers if:

(i) no Seller Party is then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyers pursuant to this Agreement that would give rise to the failure of any of the conditions specified in **Article VII** and such breach, inaccuracy or failure has not been cured by Buyers within ten days of Buyers' receipt of written notice of such breach from Sellers; or

(ii) any of the conditions set forth in **Section 7.01** or **Section 7.03** shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by September 30, 2016 unless such failure shall be due to the failure of any Seller Party to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by them prior to the Closing;

(d) by Buyers or Sellers in the event that (i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or (ii) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable; or

(e) by Buyers at any time on or before 11:59 p.m. San Antonio, Texas time on Monday, August 15, 2016 if (i) Buyers have notified Sellers in writing on or before 11:59 p.m. San Antonio, Texas time on Monday, August 8, 2016 that Buyers have reasonably determined that the Disclosure Schedules contain new items, not disclosed in the draft Disclosure Schedules

dated July 29, 2016 previously delivered by Buyers to Sellers, that could reasonably be determined to result in a material liability to the Acquired Company or the Buyers or otherwise adversely affect in any material respect the ability of Buyers and the Acquired Company to conduct the Business as currently conducted and (ii) Buyers and Seller Parties have been unable in good faith to reach a mutually agreeable resolution to the issues raised in Buyers' notice.

Section 9.02 Effect of Termination. In the event of the termination of this Agreement in accordance with this Article, this Agreement shall forthwith become void and there shall be no liability on the part of any Party hereto except:

(a) as set forth in this **Article IX** and **Article X** hereof; and

(b) that nothing herein shall relieve any Party hereto from liability for any willful breach of any provision hereof.

ARTICLE X.
Miscellaneous

Section 10.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses, whether or not the Closing shall have occurred.

Section 10.02 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this **Section 10.02**):

If to any Seller Party:

c/o Clean Harbors, Inc.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149
Facsimile: (781) 792-5900
E-mail: weberb@cleanharbors.com
Attention: Brian Weber

with a copy (which shall not constitute notice) to:

Davis, Malm & D'Agostine, P.C.
One Boston Place, 37th Floor
Boston, MA 02130
Facsimile: (617) 305-3103
E-mail: cmalm@davismalm.com
Attention: C. Michael Malm

If to Buyers:

527 Logwood
San Antonio, Texas 78221
Facsimile: 210-588-6528
E-mail: mcdonaldk@zachrygroup.com
Attention: D. Kirk McDonald

with a copy (which shall not constitute notice) to:

Norton Rose Fulbright US LLP
300 Convent Street, Suite 2100
San Antonio, Texas 78205-3792
Facsimile: (210) 270-7205
E-mail: daryl.lansdale@nortonrosefulbright.com
Attention: Daryl L. Lansdale, Jr.

Section 10.03 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. Unless explicitly provided otherwise, all dollar amounts contained herein shall refer to US Dollars. Whenever any amount herein is expressed in US Dollars but is to be paid in Canadian Dollars, the applicable conversion rate shall be determined by reference to the thirty day average conversion rate, ending on the first Business Day immediately preceding the day on which such payment is first required to be made, as indicated by Bloomberg Business at http://www.bloomberg.com/quote/CADUSD:CUR or, if such website is no longer available or

maintained at the applicable time, a comparable website maintained by Bloomberg or the Wall Street Journal. "Made available" or "provided" shall, in the case of items stated herein to have been made available or provided to Buyers, mean only those documents posted to the Merrill Project Boost electronic data room located at https://us1.merrillcorp.com/bidder/index_frame.do?projectId=214778 as of three calendar days prior to the date of this Agreement (and continuously available in such data room through the Closing Date).

Section 10.04 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 10.05 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 10.06 Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 10.07 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. No Party hereto may assign its rights or obligations hereunder without the prior written consent of the other Parties hereto, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 10.08 No Third-party Beneficiaries. Except as provided in **Article VIII**, this Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 10.09 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege

arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 10.10 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF DELAWARE IN EACH CASE LOCATED IN THE CITY OF WILMINGTON AND COUNTY OF NEW CASTLE, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.10(c).

Section 10.11 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 10.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 10.13 Non-Recourse. This Agreement may only be enforced against, and any claim, action, suit or other legal proceeding based upon, arising out of, or related to this Agreement, or the negotiation, execution or performance of this Agreement, may only be brought against the entities that are expressly named as Parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. No past, present or future director, officer, employee, incorporator, manager, member, partner, stockholder, Affiliate, agent, attorney or other Representative of any Party hereto or of any Affiliate of any Party hereto, or any of their successors or permitted assigns, shall have any liability for any obligations or liabilities of any Party hereto under this Agreement or for any claim or Action based on, in respect of or by reason of the transactions contemplated hereby.

Section 10.14 Privacy.

(a) The Parties acknowledge that they are responsible for compliance at all times with Privacy Laws which govern the collection, use or disclosure of Personal Information disclosed to either Party pursuant to or in connection with this Agreement (the "**Disclosed Personal Information**").

(b) Prior to the Closing Date, none of the Parties shall use or disclose the Disclosed Personal Information for any purposes other than those related to the performance of this Agreement. After Closing, a Party may only collect, use and disclose the Disclosed Personal Information for the purposes for which the Disclosed Personal Information was initially collected from or in respect of the individual to which such Disclosed Personal Information relates or for the completion of the transaction contemplated in this Agreement, unless (i) a Party shall have first notified such individual of such additional purpose, and where required by Law, obtained the consent of such individual to such additional purpose, or (ii) such use or disclosure is permitted or authorized by Law, without notice to, or consent from, such individual.

(c) Each Party acknowledges and confirms that the disclosure of the Disclosed Personal Information is necessary for the purposes of determining if the Parties shall proceed with the transactions contemplated in this Agreement, and that the Disclosed Personal Information relates solely to the carrying on of the Company's business or the completion of the transactions contemplated in this Agreement.

(d) Upon the expiry or termination of this Agreement, or otherwise upon the reasonable request of any Party, the other Parties shall forthwith cease all use of the Disclosed Personal Information collected by them in connection with this Agreement and will return to the requesting Party or, at the requesting Party's request, destroy in a secure manner, the Disclosed Personal Information (and any copies thereof) in their possession.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER PARTIES

CLEAN HARBORS, INC.

By _____
Name: James M. Rutledge
Title: Vice Chairman and President

CLEAN HARBORS INDUSTRIAL SERVICES, INC.

By _____
Name: James M. Rutledge
Title: Executive Vice President

CLEAN HARBORS INDUSTRIAL SERVICES CANADA, INC.

By _____
Name: James M. Rutledge
Title: Executive Vice President

CLEAN HARBORS CATALYST SERVICES LTD.

By _____
Name: James M. Rutledge
Title: Executive Vice President

BUYERS

JVIC CATALYST SERVICES GROUP, LLC

By_____
Name: D. Kirk McDonald
Title: Vice President

JVIC CATALYST SERVICES CANADA GP LTD.

By_____
Name: D. Kirk McDonald
Title: Vice President

JVIC CATALYST SERVICES CANADA LTD.

By_____
Name: D. Kirk McDonald
Title: Vice President

Exhibit A
Escrow Agreement

CASH ESCROW AGREEMENT

This **ESCROW AGREEMENT** (this "**Agreement**") is dated as of the [ ] day of August, 2016, by and among JVIC Catalyst Services Group, LLC, a Texas limited liability company, [Canadian GP Buyer], a JVIC Catalyst Services Canada GP Ltd., a British Columbia corporation, and JVIC Catalyst Services Canada Limited, a British Columbia corporation (collectively "**Buyer**"), Clean Harbors Industrial Services, Inc., a Delaware corporation, Clean Harbors Industrial Services Canada, Inc., an Alberta corporation, and Clean Harbors Catalyst Services Ltd., a Nova Scotia corporation (collectively, "**Seller**"), and U.S. Bank National Association, a national banking association (the "**Escrow Agent**"), as escrow agent. Buyer and Seller are sometimes referred to herein, collectively, as the "**Interested Parties**."

WHEREAS, Seller, Buyer and certain of their respective affiliates have entered into a purchase agreement dated as of August [ ], 2016 (the "**Purchase Agreement**") pursuant to which certain amounts have been withheld and are to be placed in escrow as a source of the payment for any indemnified claims that may arise pursuant to Article VIII of the Purchase Agreement; and

WHEREAS, the Interested Parties wish to engage the Escrow Agent to act, and the Escrow Agent is willing to act, as escrow agent hereunder and, in that capacity, to hold, administer and distribute the amounts deposited in escrow hereunder in accordance with, and subject to, the terms of this Agreement;

NOW THEREFORE, for valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions.

"**Business Day**" shall mean any day except Saturday, Sunday or any other day on which commercial banks located in Boston, Massachusetts are authorized or required by Law to be closed for business, and other than any other day on which the Escrow Agent is closed.

Section 2. Deposit of Escrow Funds or Property.

On the date hereof Buyer shall, at the direction of Seller as provided in the Purchase Agreement, deposit with the Escrow Agent in immediately available funds the amount of $2,300,000 (such amount, together with any investment income or proceeds received by the Escrow Agent from the investment thereof from time to time pursuant to Section 4 below, collectively, the "**Escrow Property**"), and the Escrow Agent agrees to hold the Escrow Property in an account established with the Escrow Agent (the "**Escrow Account**"), and to administer the Escrow Property in accordance with the terms of this Agreement.

Section 3. Claims and Payment; Release from Escrow.

Claims Against Escrow Account. From and after the execution hereof, at any time or times on or before [insert date 18 months from Closing], 2018 (the "**End Date**"), Buyer may make claims against the Escrow Account for the payment for any indemnified claims that may arise pursuant to Article VIII of the Purchase Agreement for a total aggregate amount up to the amount of the Escrow Property in accordance with the Purchase Agreement. Buyer shall notify Seller and the Escrow Agent in writing on or before the End Date of each such claim, including a specific dollar amount of the claim (or an estimate thereof if the specific dollar amount is not then known) and a summary of bases for such claim. The Escrow Agent is entitled to disregard any claims which are not specified by notice given on or before the End Date. If Seller shall dispute such claim, Seller shall cause written notice to be delivered to Buyer and to the Escrow Agent within ten (10) Business Days after receipt of notice of Buyer's claim by the Escrow Agent, in which case the Escrow Agent shall continue to hold in the Escrow Account in accordance with

the terms of this Agreement the amount specified by Buyer in its notice of claim; otherwise, such claim shall be deemed to have been acknowledged by Seller to be payable out of the Escrow Account in the amount set forth in the Buyer's notice and the Escrow Agent shall use its best efforts to pay such claim in immediately available funds to Buyer within two (2) Business Days after expiration of said ten (10) Business Day period or as soon thereafter as possible.

Disputed Claims. If Seller shall dispute a claim of Buyer as provided above and the disputed claim has not been resolved or compromised within thirty (30) days after Seller sends notice of dispute of the same as provided above, said claim shall settled by submission to a court of competent jurisdiction. In no event shall the Escrow Agent be responsible for any fee or expense of any party to any legal proceeding hereunder. Upon completion or settlement of the proceeding, the Interested Parties shall provide joint written instructions to the Escrow Agent as to the resolution of the dispute, or a copy of the final, nonappealable order of the court along with a legal opinion stating that such order is final and nonappealable, and instructing the Escrow Agent as to the amount of funds to be disbursed. The Escrow Agent shall use its best efforts to make such payment out of the Escrow Account within two (2) Business Days following the Escrow Agent's receipt of said joint written instructions or final, nonappealable order, or as soon thereafter as possible.

Release of Escrow Funds. On the End Date, all funds remaining in the Escrow Account, less the aggregate amount of any disputed claims submitted as of such date, shall be released from the Escrow Account to Seller.

Section 4. Investment of Funds.

If the Escrow Agent shall have received specific joint written investment instruction from Seller and Buyer[1] (which shall include instruction as to term to maturity, if applicable), on a timely basis, the Escrow Agent shall invest the Escrow Deposit pursuant to and as directed in such instruction, subject to the availability of such investment with the Escrow Agent. The Escrow Agent shall use commercially reasonable efforts to invest the Escrow Deposit on the date of deposit, but in any event will invest such deposit no later than the following Business Day after receipt thereof.

Absent its timely receipt of such specific joint written investment instruction from Seller and Buyer, the Escrow Agent shall invest the Escrow Deposit in the Escrow Agent's Money Market Deposit Account, the description and terms of which are attached hereto as Exhibit B, until such investment instruction is received. All earnings received from the investment of the Escrow Deposit shall be credited to, and shall become a part of, the Escrow Property (and any losses on such investments shall be debited to the Escrow Account). The Interested Parties acknowledge and agree that the Escrow Agent is providing no investment advice and is not responsible for any of the investment decisions made by the Interested Parties. The Escrow Agent shall have no liability for any investment losses, including without limitation any market loss on any investment liquidated prior to maturity in order to make a payment required hereunder.

Section 5. Tax Matters.

(a) The Interested Parties agree that, unless otherwise specified in this Agreement, any investment income earned (or proceeds received), prior to the disbursement of the Escrow Property, during a calendar year period from the investment of the Escrow Deposit, shall be treated as the income of Seller and shall be reported on an annual basis by the Escrow Agent on the appropriate Form 1099 (or

[1] NTD: Since the purpose of the escrow is to ensure payment of Sellers' indemnification obligations, any investment should be jointly agreed by both Buyers and Sellers.

Form 1042-S),[2] as required pursuant to the Internal Revenue Code ("**Code**") and the regulations thereunder.

(b) If the Escrow Agent is required under the Code and regulations to withhold tax on any investment income earned (or proceeds received) from the Escrow Deposit prior to the release of the Escrow Property, such withholdings will be taken from the Escrow Property and deposited with the IRS in the manner prescribed.

(c) The Interested Parties agree that the Escrow Agent shall report the distribution of the Escrow Property on Form 1099-B to the Interested Party (or other party (or parties)) to whom the Escrow Property is distributed, if so required under Code Section 6045 and the regulations thereunder.

(d) The Interested Parties agree that this Agreement does not relieve the Interested Parties of their obligation to report any payments subject to reporting under Code Section 6041 and the regulations thereunder, as well as the obligation to report amounts of imputed interest income to the extent required pursuant to Code Section 483. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

(e) The Interested Parties hereto agree to provide the Escrow Agent with a certified tax identification number by signing and returning an original Form W-9 (or original Form W-8 BEN, in case of non-U.S. persons) to the Escrow Agent upon the execution and delivery of this Agreement. The Interested Parties understand that, in the event their tax identification numbers are not certified to the Escrow Agent, the Internal Revenue Code, as amended from time to time, may require withholding of a portion of any interest or other income earned on the investment of the Escrow Property.

(f) The Interested Parties acknowledge and agree that none of the payments under this Agreement are for compensation for services performed by an employee or independent contractor.

(g) Each of the Interested Parties agrees, jointly and severally, to indemnify and hold the Escrow Agent (and its directors, officers, employees and agents) harmless from any liability or obligation on account of taxes, assessments, additions for late payment, interest, penalties, expenses and other governmental charges that may be assessed or asserted against the Escrow Agent (and its directors, officers, employees and agents) in connection with, on account of or relating to the Escrow Property, the management established hereby, any payment or distribution of or from the Escrow Property pursuant to the terms hereof or other activities performed under the terms of this Agreement, including without limitation any liability for the withholding or deduction of (or the failure to withhold or deduct) the same, and any liability for failure to obtain proper certifications or to report properly to governmental authorities in connection with this Agreement, including costs and expenses (including reasonable legal fees and expenses), interest and penalties; provided, however, that Buyer and Seller agree, solely as between themselves, that all such amounts shall be paid one-half by Buyer and one-half by Seller. Without limiting the foregoing, the Escrow Agent shall be entitled to deduct any such taxes, assessments additions for late payment, interest, penalties or expenses from the Escrow Property in accordance with Section 8(d). The foregoing indemnification and agreement to hold harmless shall survive the termination of this Agreement and the resignation of the Escrow Agent.

Section 6. Intentionally Omitted.

[2] NTD: To be revised to reflect that part of the income belongs to the Canadian entity and reporting will have to be done in accordance with Canadian law.

Section 7. Concerning the Escrow Agent.

(a) Each Interested Party acknowledges and agrees that the Escrow Agent (i) shall not be responsible for any of the agreements referred to or described herein (including without limitation the Purchase Agreement), or for determining or compelling compliance therewith, and shall not otherwise be bound thereby, (ii) shall be obligated only for the performance of such duties as are expressly and specifically set forth in this Agreement on its part to be performed, each of which is ministerial (and shall not be construed to be fiduciary) in nature, and no implied duties or obligations of any kind shall be read into this Agreement against or on the part of the Escrow Agent, (iii) shall not be obligated to take any legal or other action hereunder which might in its judgment involve or cause it to incur any expense or liability unless it shall have been furnished with acceptable indemnification, (iv) may rely on and shall be protected in acting or refraining from acting upon any written notice, instruction (including, without limitation, wire transfer instructions, whether incorporated herein or provided in a separate written instruction), instrument, statement, certificate, request or other document furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper person, and shall have no responsibility or duty to make inquiry as to or to determine the genuineness, accuracy or validity thereof (or any signature appearing thereon), or of the authority of the person signing or presenting the same, and (v) may consult counsel satisfactory to it, including in-house counsel, and the opinion or advice of such counsel in any instance shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with the opinion or advice of such counsel.

(b) The Escrow Agent shall not be liable to anyone for any action taken or omitted to be taken by it hereunder except in the case of the Escrow Agent's gross negligence or willful misconduct (as finally adjudicated by a court of competent jurisdiction). In no event shall the Escrow Agent be liable for indirect, punitive, special or consequential damage or loss (including but not limited to lost profits) whatsoever, even if the Escrow Agent has been informed of the likelihood of such loss or damage and regardless of the form of action.

(c) The Escrow Agent shall have no more or less responsibility or liability on account of any action or omission of any book-entry depository, securities intermediary or other subescrow agent employed by the Escrow Agent than any such book-entry depository, securities intermediary or other subescrow agent has to the Escrow Agent, except to the extent that such action or omission of any book-entry depository, securities intermediary or other subescrow agent was caused by the Escrow Agent's own gross negligence or willful misconduct (as finally adjudicated by a court of competent jurisdiction).

(d) The Escrow Agent is hereby authorized, in making or disposing of any investment permitted by this Agreement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or such affiliate is acting as a subagent of the Escrow Agent or for any third person or dealing as principal for its own account.

(e) Notwithstanding any term appearing in this Agreement to the contrary, in no instance shall the Escrow Agent be required or obligated to distribute any Escrow Property (or take other action that may be called for hereunder to be taken by the Escrow Agent) sooner than two (2) Business Days after (i) it has received the applicable documents required under this Agreement in good form, or (ii) passage of the applicable time period (or both, as applicable under the terms of this Agreement), as the case may be.

(f) Unless and except to the extent otherwise expressly set forth herein, all deposits and payments hereunder, or pursuant to the terms hereof (including without limitation all payments to the Escrow Agent pursuant to Section 8 below) shall be in U.S. dollars.

Section 8. Compensation, Expense Reimbursement and Indemnification.

(a) Each of the Interested Parties agrees, jointly and severally (i) to pay or reimburse the Escrow Agent for its attorney's fees and expenses incurred in connection with the preparation of this Agreement and (ii) to pay the Escrow Agent's compensation for its normal services hereunder in accordance with the fee schedule attached hereto as Exhibit A and made a part hereof, which may be subject to change hereafter by the Escrow Agent on an annual basis.

(b) Each of the Interested Parties agrees, jointly and severally, to reimburse the Escrow Agent on demand for all costs and expenses incurred in connection with the administration of this Agreement or the escrow created hereby or the performance or observance of its duties hereunder which are in excess of its compensation for normal services hereunder, including without limitation, payment of any legal fees and expenses incurred by the Escrow Agent in connection with resolution of any claim by any party hereunder.

(c) Each of the Interested Parties covenants and agrees, jointly and severally, to indemnify the Escrow Agent (and its directors, officers, employees and agents) and hold it (and such directors, officers, employees and agents) harmless from and against any loss, liability, damage, cost and expense of any nature incurred by the Escrow Agent arising out of or in connection with this Agreement or with the administration of its duties hereunder, including but not limited to attorney's fees and other costs and expenses of defending or preparing to defend against any claim of liability unless and except to the extent such loss, liability, damage, cost and expense shall have been finally adjudicated by a court of competent jurisdiction to have resulted from the Escrow Agent's gross negligence or willful misconduct. The foregoing indemnification and agreement to hold harmless shall survive the termination of this Agreement and the resignation of the Escrow Agent.

(d) Notwithstanding anything herein to the contrary, the Escrow Agent shall have and is hereby granted a possessory lien on and security interest in the Escrow Property, and all proceeds thereof, to secure payment of all amounts owing to it from time to time hereunder, whether now existing or hereafter arising. The Escrow Agent shall have the right to deduct from the Escrow Property, and proceeds thereof, any such sums, upon one Business Day's notice to the Interested Parties of its intent to do so.

(e) Without altering or limiting the joint and several liability of any of the Interested Parties to the Escrow Agent hereunder, each of the Interested Parties agrees as between themselves that they shall share, 50% each, all amounts payable to the Escrow Agent pursuant to this Section 8(e).

Section 9. Resignation.

(a) The Escrow Agent may at any time resign as Escrow Agent hereunder by giving thirty (30) days' prior written notice of resignation to the Interested Parties. Within thirty (30) days after receiving the foregoing notice of resignation from the Escrow Agent the Interested Parties will issue to the Escrow Agent a written instruction authorizing redelivery of the Escrow Property to a bank or trust company that it appoints as successor to the Escrow Agent hereunder. If a successor escrow agent has not accepted such appointment by the end of such thirty (30) day period, the Escrow Agent may either (i) safe keep the Escrow Property until a successor escrow agent is appointed, without any obligation to invest the same or continue to perform under this Agreement or (ii) apply to a court of competent jurisdiction for appointment of a successor escrow agent.

(b) Upon receipt of notice of the identity of the successor escrow agent, the Escrow Agent shall either deliver the Escrow Property then held hereunder to the successor escrow agent, less the Escrow Agent's fees, costs and expenses, or hold such Escrow Property (or any portion thereof) pending distribution, until all such fees, costs and expenses are paid to it.

(c) Upon delivery of the Escrow Property to the successor escrow agent, the Escrow Agent shall have no further duties, responsibilities or obligations hereunder.

Section 10. Dispute Resolution.

It is understood and agreed that, should any dispute arise with respect to the delivery, ownership, right of possession, and/or disposition of the Escrow Property, or should any claim be made upon the Escrow Agent or the Escrow Property by a third party, the Escrow Agent upon receipt of notice of such dispute or claim is authorized and shall be entitled (at its sole option and election) to retain in its possession without liability to anyone, all or any of said Escrow Property until such dispute shall have been settled either by the mutual written agreement of the parties involved or by a final order, decree or judgment of a court in the United States of America, the time for perfection of an appeal of such order, decree or judgment having expired. The Escrow Agent may, but shall be under no duty whatsoever to, institute or defend any legal proceedings which relate to the Escrow Property. The Escrow Agent shall be entitled to receive (from and at the expense of the claiming party) an opinion of counsel to the effect that any order, judgment or decree is final and not subject to appeal. The Escrow Agent shall have the option, after thirty (30) calendar day's notice to the Interested Parties of its intention to do so, to file an action in interpleader requiring the Interested Parties hereto to answer and litigate any claims and rights among themselves. The costs and expense (including reasonable attorneys' fees and expenses) incurred by the Escrow Agent in connection with such proceeding shall be joint and several obligations of the Interested Parties; provided, however, that Buyer and Seller agree, solely as between themselves, that all such amounts shall be paid one-half by Buyer and one-half by Seller.

Section 11. Governing Law; Consent to Jurisdiction and Service; Waiver of Jury Trial.

(a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE[3].

(b) The parties hereby absolutely and irrevocably consent and submit to the exclusive jurisdiction of the courts in the State of Delaware and of any Federal court located in said State in connection with any actions or proceedings commenced regarding this Agreement, including, but not limited to, any interpleader proceeding or proceeding for the appointment of a successor escrow agent brought against the Interested Parties (or any of them) by the Escrow Agent pursuant to this Escrow Agreement. In any such action or proceeding, the parties each hereby absolutely and irrevocably (i) waive any objection to jurisdiction or venue, (ii) waive personal service of any summons, complaint, declaration or other process, and (iii) agree that the service thereof may be made by certified or registered first-class mail directed to such party, as the case may be, at their respective addresses in accordance with Section 13 hereof.

(c) THE PARTIES HEREBY WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS OR ASSIGNS, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS OR ANY NEGOTIATIONS IN CONNECTION HEREWITH.

Section 12. Force Majeure.

The Escrow Agent shall not be responsible for delays or failures in performance resulting from acts beyond its control. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters.

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[3] NTD: Escrow Agreement should be governed by same law as governs SPA.

Section 13. Notices; Wiring Instructions.

(a) Notice Addresses. Any notice permitted or required hereunder shall be in writing, and shall be sent (i) by personal delivery or overnight delivery by a recognized courier or delivery service, or (ii) by registered or certified mail, return receipt requested, postage prepaid, or (iii) by confirmed facsimile or (iv) by e-mail (with .pdf attachment) and, if so requested by the Escrow Agent, accompanied by mailing of the original on the same day by first class mail, postage prepaid, in each case the parties at their address set forth below (or to such other address as any such party may hereafter designate by written notice to the other parties). Notwithstanding anything herein to the contrary, no notice to the Escrow Agent shall be deemed given until actually received by the Escrow Agent.

If to Buyer at:

527 Logwood
San Antonio, Texas 78221
Attention: D. Kirk McDonald
Telephone: 210-588-5824
Facsimile: 210-588-6528
E-mail: mcdonaldk@zachrygroup.com

If to Seller at:

42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149
Attn: Brian Weber
Telephone: 781-792-5700
Facsimile: 781-792-5900
E-mail: weberb@cleanharbors.com

If to the Escrow Agent at:

U.S. Bank National Association, as Escrow Agent
ATTN: Global Corporate Trust Services
EX-MA-FED
One Federal Street
Boston, MA 02110
Attention: Karen R. Beard
Ref: Clean Harbors Catalyst / Zachry
Tel. # 617-603-6565
Fax. # 617-603-6667

or to such other address as each party may designate for itself by like notice and unless otherwise provided herein shall be deemed to have been given on the date received.

(b) Wiring Instructions. Any funds to be paid to or by the Escrow Agent hereunder shall be sent by wire transfer pursuant to the following instructions (or by such method of payment and pursuant to such instruction as may have been given in advance and in writing to or by the Escrow Agent, as the case may be, in accordance with Section 13(a) above):

If to the Escrow Agent:

U.S. Bank National Association

ABA: 091000022
BNF: U.S. Bank Trust N.A.
OBI; Trust Finance Management
DDA: 180121167365

If to Buyer:

[ ]

If to Seller:

[ ]

Section 14. Miscellaneous.

(a) Binding Effect; Successors. This Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors and assigns. If the Escrow Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another entity or corporation, the successor entity or corporation without any further act shall be the successor Escrow Agent.

(b) Modifications. This Agreement may not be altered or modified without the express written consent of the parties hereto. No course of conduct shall constitute a waiver of any of the terms and conditions of this Escrow Agreement, unless such waiver is specified in writing, and then only to the extent so specified. A waiver of any of the terms and conditions of this Escrow Agreement on one occasion shall not constitute a waiver of the other terms of this Escrow Agreement, or of such terms and conditions on any other occasion. Notwithstanding any other provision hereof, consent to an alteration or modification of this Agreement may not be signed by means of an e-mail address.

(c) Reproduction of Documents. This Agreement and all documents relating thereto, including, without limitation, (a) consents, waivers and modifications which may hereafter be executed, and (b) certificates and other information previously or hereafter furnished, may be reproduced by any photographic, photostatic, microfilm, optical disk, micro-card, miniature photographic or other similar process. The parties agree that any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding, whether or not the original is in existence and whether or not such reproduction was made by a party in the regular course of business, and that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

(d) Counterparts and Facsimile or .Pdf Execution. This Agreement may be executed in several counterparts, each of which shall be deemed to be one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission or .pdf shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or .pdf shall be deemed to be their original signatures for all purposes.

(e) Interested Party Information. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

(f) Security Advice Waiver. The Interested Parties acknowledge that regulations of the Comptroller of the Currency grant them the right to receive brokerage confirmations of security transactions as they occur. The Interested Parties specifically waive such notification to the extent permitted by law and acknowledge that they will receive periodic cash transactions statements which will detail all investment transactions.

(g) Authorized Representatives. Each individual designated as an authorized representative (each, an "**Authorized Representative**") of any Interested Party is authorized to give and receive notices, requests and instructions and to deliver certificates and documents in connection with this Agreement on behalf of such Interested Party, and the name, telephone number and specimen signature for each such Authorized Representative, initially authorized hereunder, is set forth on Exhibit C. From time to time, any Interested Party may, by delivering to the other parties hereto a revised copy of Exhibit C, or any resolution, incumbency certificate or similar document setting forth the officers of such Interested Party, which officers shall be deemed to be Authorized Representatives of such Interested Party for purposes of this Agreement, change such Interested Party's Authorized Representatives (and amend this Agreement to so provide), but until a new Exhibit C, resolution, incumbency certificate or similar document with the information regarding the successor Authorized Representatives is delivered to a party in accordance with this Agreement, that party shall be entitled to rely conclusively on the Exhibit C, resolution, incumbency certificate or similar document, as applicable, last delivered hereunder.

(h) Termination. This Agreement shall terminate upon the distribution of all Escrow Property from the Escrow Account established hereunder in accordance with the terms of this Agreement, subject, however, to the survival of obligations specifically contemplated in this Agreement to so survive.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed and delivered in its name and on its behalf as of the ____ day of August, 2016.

CLEAN HARBORS INDUSTRIAL SERVICES, INC.

By_____
Name: James M. Rutledge
Title: Executive Vice President

CLEAN HARBORS INDUSTRIAL SERVICES CANADA, INC.

By_____
Name: James M. Rutledge
Title: Executive Vice President

CLEAN HARBORS CATALYST SERVICES LTD.

By_____
Name:
Title:

JVIC CATALYST SERVICES GROUP, LLC

By_____
Name:
Title:

JVIC CATALYST SERVICES CANADA GP LTD.

By_____
Name:
Title:

JVIC CATALYST SERVICES CANADA LIMITED

By_____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION, AS ESCROW AGENT

By:_____
Name:_____
Title: _____

[Instruction: Attach Fee Schedule as Exhibit A, next page.]

EXHIBIT A

ESCROW AGENT FEES

[Copy in the Fee details from Proposal given to client]

EXHIBIT B

U.S. BANK NATIONAL ASSOCIATION

MONEY MARKET ACCOUNT AUTHORIZATION FORM
DESCRIPTION AND TERMS

[go to shared drive to copy in current form to place in this section]

EXHIBIT C

INCUMBENCY CERTIFICATE OF AUTHORIZED SIGNERS

For Seller:

Brian Weber _____ _____
Name Specimen signature

Michael McDonald _____ _____
Name Specimen signature



For Buyer:

D. Kirk McDonald _____ _____
Name Specimen signature

Exhibit B
Transition Services Agreement

TRANSITION SERVICES AGREEMENT

TRANSITION SERVICES AGREEMENT ("Agreement"), dated as of August [ ], 2016, by and between Clean Harbors Industrial Services, Inc., a Delaware corporation ("US Seller"), Clean Harbors Industrial Services Canada, Inc., an Alberta corporation ("Canadian LP Seller"), Clean Harbors Catalyst Services Ltd., a Nova Scotia corporation (collectively with US Seller and Canadian LP Seller, "Seller"), Clean Harbors, Inc., a Massachusetts corporation ("Parent" and, together with Seller, each a "Seller Party" and, collectively, "Seller Parties"), JVIC Catalyst Services Group, LLC, a Texas limited liability company ("US Buyer"), JVIC Catalyst Services Canada GP Ltd., a British Columbia corporation ("Canadian GP Buyer"), and JVIC Catalyst Services Canada Ltd., a British Columbia corporation (collectively with US Buyer and Canadian GP Buyer, the "Purchaser" and, together with the Seller Parties, the "Parties").

INTRODUCTION

The Parties have entered into a Purchase Agreement, dated as of August 2, 2016 (the "Purchase Agreement"), whereby the Purchaser will purchase all of the CHCSLLC Membership Interests and CHCSLP Partnership Interests (in each case as defined in the Purchase Agreement). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

WITNESSETH

WHEREAS, in order for the Purchaser and its Affiliates (including the Acquired Company) to operate the Business during the interim period between the Purchaser's acquisition of the Business pursuant to the Purchase Agreement and the full integration of the Business with and into the Purchaser, the Purchaser desires to enter into certain transitional arrangements with the Seller Parties with respect to the performance of certain services for a limited period of time; and

WHEREAS, the Seller Parties and the Purchaser are each willing to enter into such transitional arrangements on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

Section 1. Services.

(a) Services. Commencing on the date hereof and during the term of this Agreement, Seller Parties shall, or shall cause their Affiliates to, provide to the Purchaser and its Affiliates (including the Acquired Company) such of the services previously furnished in connection with the operation of the Business prior to the date hereof as are set forth on Schedules A and B (the "Seller Services") as may be requested by the Purchaser from time to time upon reasonable notice consistent with this Agreement and Schedules A and B. Such Seller

Services shall be provided as set forth on Schedules A and B, which shall be incorporated into and form an integral part of this Agreement; provided, however, that in the event of any inconsistency or conflict between Schedules A or B and the terms of this Agreement, the terms of this Agreement shall control and be determinative.

(b) Additional Services. Notwithstanding the contents of Schedules A and B, Seller Parties agrees to respond in good faith to any reasonable request by Purchaser for access to any additional services that are necessary for the operation of the Business and which are not currently contemplated in Schedules A and B, at a price to be agreed upon after good faith negotiations between the Parties. Any such additional services so provided by Seller Parties shall constitute Seller Services under this Agreement and be subject in all respects to the provisions of this Agreement as if fully set forth on Schedules A and B as of the date hereof.

(c) Term. The initial term of this Agreement shall commence on the date hereof and shall continue with respect to each applicable Seller Service for a period ending on the earlier of (i) the dates set forth in Schedules A and B with respect to such applicable Seller Service, (ii) the date on which the Purchaser notifies Seller that it no longer needs access to Seller Services or (iii) the termination of this Agreement pursuant to its terms. Notwithstanding anything herein to the contrary, the initial term of this Agreement may be extended by mutual agreement of the Parties, subject to the Parties' agreeing to the terms and conditions applicable to any such extended term. Notwithstanding any termination of this Agreement, the provisions of Section 1(d) and Sections 2 (with respect to amounts accrued prior to such termination) through 5 shall remain in full force and effect.

(d) Standard of Care; Limited Warranty.

(i) Seller hereby represents to the Purchaser and the Purchaser hereby acknowledges that the Seller Services to be provided hereunder shall be provided in good faith and in a manner consistent with the historical provision of such Seller Services by Seller Parties or their Affiliates to the Business, substantially to the same extent, substantially for the same purposes, in substantially the same manner, with substantially the same degree of care as Seller Parties or their Affiliates have provided such Seller Services to the Business during the twelve (12) month period immediately prior to the Closing Date, and in accordance with applicable Law and the standard of care applicable to any commercial service provider.

EXCEPT AS STATED ABOVE, THERE ARE NO WARRANTIES RELATING TO THE SELLER SERVICES OF ANY KIND, EXPRESS OF IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(d) Request to Discontinue Services. At any time during the term of this Agreement, the Purchaser may request Seller Parties to discontinue performing all or any portion of the Seller Services upon written notice. If the Purchaser requests any Seller Service to be discontinued, the Purchaser shall no longer be able to require Seller Parties to provide such Seller Service.

(e) Staffing. Each of Seller Parties and the Purchaser shall determine both the staffing required and particular personnel assigned to perform the Seller Services, which staffing shall in any case be reasonable for the provision of the applicable Seller Services and shall be consistent with the provision of such Seller Services to the Business. Notwithstanding the foregoing, except as specified on Schedules A and B, in providing the applicable Seller Services, each of Seller Parties and the Purchaser shall not be obligated to: (i) hire or train any additional employees except to the extent employees providing the Seller Services leave the employment of Seller Parties; (ii) purchase, lease or license any additional equipment; or (iii) pay any costs related to the transfer or conversion of the Business' data to the Purchaser. For such time as any employees of Seller Parties or any of their Affiliates are providing the Seller Services to Purchaser under this Agreement, (x) such employees will remain employees of Seller Parties or such Affiliate, as applicable, and shall not be deemed to be employees of Purchaser for any purpose, and (b) Seller Parties or such Affiliate, as applicable, shall be solely responsible for the payment and provision of all wages, bonuses and commissions, employee benefits, including severance and worker's compensation, and the withholding and payment of applicable Taxes relating to such employment.

(f) Good Faith Cooperation; Consents. Seller Parties and the Purchaser shall use good faith efforts to cooperate with each other in all matters relating to the provision and receipt of the Seller Services. If Seller Parties reasonably believe that they are unable to provide any of the Seller Services because of a failure to obtain necessary consents, licenses, sublicenses or approvals, the Parties shall cooperate to determine the best alternative approach. Seller Parties represent and warrant to Purchaser that, to the knowledge of the Seller Parties, as of the Closing Date they have all consents, licenses, sublicenses or approvals necessary to allow them to provide the Seller Services.

(g) Excluded Services. Seller Parties shall not be required to provide any Seller Services to the extent the performance of any such Seller Services becomes commercially impracticable as a result of a cause or causes outside the reasonable control of Seller Parties, including, without limitation, to the extent the performance of any such Seller Services would require Seller Parties or any of their directors, officers, employees or agents to violate any applicable laws, rules or regulations or would result in the breach of any applicable contract. Seller Parties represent and warrant to Purchaser that, to the knowledge of the Seller Parties, as of the Closing Date the performance of any such Seller Services would not require Seller Parties or any of their directors, officers, employees or agents to violate any applicable laws, rules or regulations and would not result in the breach of any applicable contract.

Section 2. Payments.

(a) Fees. The Purchaser shall pay Seller Parties fees for the Seller Services as calculated as set forth in Schedules A and B. The parties acknowledge and agree that in the event the Purchaser seeks to extend the term of Services beyond the termination dates set forth in Schedules A & B, the Purchaser agrees the fees shall increase by 1.5 percent (1.5%) for any agreed upon extension term. Seller Parties shall not be obligated to advance any funds on behalf of the Purchaser (other than in the ordinary course of business as agreed by the Parties) unless and until such funds have been received by Seller Parties.

(b) Payment of Charges. Seller Parties shall invoice the Purchaser for its applicable Seller Services performed at such appropriate intervals as may be determined by Seller Parties, but in no event more often than monthly. Payments shall be due thirty (30) days from the end of each month in which the invoice for such applicable Seller Services was received by the Purchaser.

(c) Disputed Charges; Claims. In the event the Purchaser disputes any charges invoiced by Seller Parties pursuant to this Agreement, the Purchaser shall deliver a written statement describing the dispute to Seller Parties within thirty (30) days following receipt of the disputed invoice. The statement shall provide a sufficiently detailed description of the disputed items. Fees not so disputed shall be deemed accepted. If the Parties cannot resolve the dispute in a mutually satisfactorily manner, the dispute shall be submitted within sixty (60) days from the date of notice, to an independent public accountant mutually acceptable to all Parties (the "Independent Accountant"). The Independent Accountant will review the books and records of each of the Parties (including any Affiliate of Seller Parties who performed any Seller Services that are the subject of such disputed invoice), and make such other investigation as it may deem necessary to verify the invoice. The costs of the fees of the Independent Accountant shall be borne by the Purchaser if the disputed portion of the invoice is determined to be substantially correct, and shall be borne by Seller Parties if the disputed portion of the invoice is determined to be substantially incorrect. The determination of the Independent Accountant shall be final and binding on the Parties. Seller Parties shall continue performing the Seller Services in accordance with this Agreement pending resolution of any dispute.

(d) Taxes. In addition to any other amounts payable to Seller Parties, the Purchaser shall be responsible for all sales or use Taxes imposed or assessed as a result of the provision of the Seller Services by Seller Parties or their Affiliates. Seller Parties and Purchaser shall cooperate with each other and use their respective commercially reasonable efforts to assist the other in entering into such arrangements as the other may reasonably request in order to minimize, to the extent lawful and feasible, the payment or assessment of any taxes in connection with the provision of the Seller Services hereunder; provided that nothing in this Section 2(d) shall obligate any Party hereto to cooperate with, or assist, the other Party hereto in any arrangement proposed by such other Party that would have a material or unreimbursed detrimental effect on such first party or any of its Affiliates.

(e) Expenses. The Purchaser shall promptly following receipt of an invoice reimburse Seller Parties for all reasonable and actual out-of-pocket third-party expenses incurred by Seller in connection with the performance of the applicable Seller Services hereunder consistent with the terms of Schedules A and B; provided, that Seller Parties shall obtain the prior written consent of Purchaser (not to be unreasonably withheld, conditioned or delayed) before using any third party not identified on Schedules A or B to provide Seller Services hereunder.

(f) Prorations. Unless otherwise specified on Schedules A and B, in the event the actual utilization of a Seller Service is less than the period specified on Schedule A and B, with respect to such Seller Service, then the charges shall be prorated on the basis of actual

utilization of such Seller Service; provided that the monthly charges shall not be prorated on any period of time less than a day, per diem charges shall not be prorated on any period of time less than one-half day and the hourly charges shall not be prorated on any period of time less than one-half hour.

Section 3. Indemnification; Limitation of Liability.

(a) Indemnification by Seller Parties. Unless otherwise specified in Schedules A and B, Seller Parties and their Affiliates agree to and do hereby indemnify and hold the Purchaser and its Affiliates harmless from and against any and all damage, loss, liability and expense (including, without limitation, reasonable expenses of investigation and reasonable attorneys' fees and expenses) ("Losses") to which the Purchaser or any of its Affiliates may be subjected arising out of or attributable, directly or indirectly, to the performance or nonperformance of any of the Seller Services or otherwise arising under this Agreement, except for any such Losses arising from claims by third parties attributable to the Purchaser's gross negligence, bad faith or willful misconduct.

(b) Limitation of Liability. Any liability of either Party to the other arising with respect to any matters arising out of or attributable to, directly or indirectly, this Agreement, regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), shall be limited to actual damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR AT LAW OR IN EQUITY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF DATA, LOSS OF USE, BUSINESS INTERRUPTION OR ANY OTHER LOSS) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, ARISING FROM OR RELATING TO ANY CLAIM MADE UNDER THIS AGREEMENT OR REGARDING THE PROVISION OF OR THE FAILURE TO PROVIDE THE SELLER SERVICES.

Section 4. Work Product; Intellectual Property Licenses and Access.

(a) Ownership of Work Product. Except for the data provided by the Purchaser to Seller Parties and the data and reports produced by Seller Parties for the Purchaser pursuant to this Agreement, all proprietary tools and methodologies and all written material including, but not limited to, programs, tapes, listing and other programming documentation which were pre-existing or originated and prepared by Seller Parties pursuant to this Agreement shall belong to Seller Parties except as otherwise provided in the Purchase Agreement or otherwise agreed by the Parties in a separate written agreement signed by authorized representatives of each Party.

(b) All data to which a Party is entitled under or in connection with the Purchase Agreement, or provided to a Party pursuant to this Agreement, will be, and shall remain, the property of such Party.

(c) No license under any trade secrets, copyrights or other rights is granted by this Agreement or any disclosure hereunder.

Section 5. Miscellaneous.

(a) Notices. All notices, requests and other communications to either Party hereunder shall be in writing (including facsimile transmission) and shall be given as provided in the Purchase Agreement.

(b) Amendments and Waivers.

(i) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and it signed, in the case of an amendment, by an officer of each Party to this Agreement, or in the case of a waiver, by an officer of the Party against whom the waiver is to be effective.

(ii) No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

(c) Force Majeure. The Parties shall be relieved of their obligations hereunder (except for the payment of money), if and to the extent that any of the following events hinder, limit or make commercially impracticable the performance by any Party of any of its obligations hereunder: act of God, war, civil commotion, riot, acts of public enemies, blockade or embargo, fire, explosion, lightning, casualty, accident, flood, sabotage, national defense requirements, labor trouble, strike, lockout or injunction; governmental requests, laws, regulations, orders or actions, whether valid or invalid (including, without limitation, import or export prohibitions or priorities, requisitions, allocations and price adjustment restrictions); breakage or failure of machinery or apparatus; or any other event, whether or not of the class or kind enumerated herein, beyond the control of any Party such as cannot be circumvented by reasonable diligence and without unreasonable expense. The Party claiming relief hereunder shall notify the other Parties in writing of the events causing delay or default in performance. The Party failing to fulfill its obligations shall, however, take reasonable and timely steps to remove or otherwise address the impediment to action.

(d) Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided that no Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other Party, except that Purchaser may, without the consent of Seller Parties, assign or delegate its rights under this Agreement to one or more of its Affiliates that are engaged in the operation of the Business (provided that no such assignment or delegation shall relieve Purchaser of its obligations hereunder).

(e) Governing Law. This Agreement will be governed, including as to validity, interpretation and effect, by the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). Each of the Parties hereby irrevocably attorns to the exclusive jurisdiction of the Courts of the State of Delaware in respect of all matters arising under and in relation to this Agreement. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT.

(f) Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

(g) Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the provision of Seller Services and supersedes all prior agreements and understandings other than the Purchase Agreement, both oral and written, between the Parties with respect to the subject matter of this Agreement. Neither this Agreement nor any provision hereof is intended to confer upon any person other than the Parties any rights or remedies hereunder. In the event of an inconsistency or conflict between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall control and be determinative. Nothing in this Agreement shall in any way impair any of the Parties' rights pursuant to the Purchase Agreement.

(h) Independent Contractors. The Parties are independent contractors. Nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, franchise or joint venture relationship between the Parties. Neither Party shall incur any debts or make any commitments for the other, except to the extent, if at all, specifically provided herein.

(i) Confidentiality. Each Party and its Affiliates will hold, and will use their commercially reasonable efforts to cause their respective members, partners, officers, directors, employees and other agents to hold, in confidence, all confidential documents and information concerning the other Party or the Affiliates of the other Party furnished to such Party or its Affiliates in connection with the transactions contemplated by this Agreement, except to the extent that such information can be shown to have been (i) previously known by such Party on a nonconfidential basis, (ii) in the public domain through no fault of such Party, or (iii) later lawfully acquired by such Party on a nonconfidential basis from sources other than the other Party of any of its Affiliates; provided that such Party may disclose such information in connection with the transactions contemplated by this Agreement to the members, partners, officers, directors, employees, attorneys, accountants, advisors and other agents of such Party or its Affiliates so long as such persons are informed by such Party of the confidential nature of such information and are directed by such Party to keep such information confidential and not to use it for any purpose other than its intended use; and provided further that if any person described in the immediately preceding proviso breaches its confidentiality obligations, the Party

to whom the disclosure is attributable will inform the other Party and will take reasonable steps at the request of such other Party to enforce such obligation. Notwithstanding the foregoing, each Party may disclose such information if (i) compelled to disclose by judicial or administrative process or by other requirements of law or (ii) necessary to establish such Party's position in any litigation or any arbitration or other proceeding based upon or in connection with the subject matter of this Agreement. Prior to any disclosure pursuant to the preceding sentence, the disclosing Party shall give reasonable prior notice to the other Party to this Agreement of such intended disclosure and, if requested by such other Party, shall use all reasonable efforts to obtain a protective order or similar protection for such information or data (at the expense of such other Party) and shall otherwise disclose such information and data to the extent and only to the extent necessary to comply with any applicable rule, regulation or policy of a governmental entity or securities exchange. The obligation of a Party to hold any such information in confidence shall be satisfied if it exercises the same care with respect to such information as it would take to preserve the confidentiality of its own similar information. If all or any part of the Seller Services are terminated, each Party and its Affiliates will, and will use their commercially reasonable efforts to cause their respective members, partners, officers, directors, employees, accountants, counsel, consultants, advisors, and agents to destroy or deliver to the other Party, upon request, all documents and other materials, and copies thereof, obtained by such Party or its Affiliates or on their behalf from the other Party in connection with the Seller Services so terminated that are subject to such confidence.

(j) Remedies. The Parties acknowledge and agree that in the event of any breach of this Agreement, the Parties would be irreparably harmed and could not be made whole by monetary damages. Each Party accordingly agrees to the extent permitted by law (i) not to assert by way of defense or otherwise that a remedy at law would be adequate and (ii) in addition to any other remedy, the remedy of specific performance of this Agreement is appropriate in any action in court.

(k) Severability. If any provision hereof is or becomes illegal, invalid or unenforceable under the laws of a particular jurisdiction, such provision shall be fully severable with respect to such laws; this Agreement shall be construed and enforced in such jurisdiction as if such provision had never comprised a part hereof; the remaining provisions hereof shall remain in full force and effect in such jurisdiction and shall not be affected by such provision or by its severance herefrom; and all of the provisions hereof shall remain in full force and effect in all jurisdictions and shall not be affected by the severance of such provision under the laws of such jurisdiction. Furthermore, in lieu of such provision, there shall be added automatically for purposes of such jurisdiction as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable in such jurisdiction.

(l) Information Assistance. Each Party will provide to the other Party, free of any charge or cost, any information, data or documents reasonably required for reporting or compliance obligations with any governmental entity, agency or authority; provided that the provision of such information, data and documents does not result in any undue burden or expense to the providing Party.

(m) Communication. The table below sets forth for each area of Seller Services the primary representative of Purchaser and Seller Parties, who shall be the primary liaison between the Purchaser and Seller Parties in the implementation of this Agreement and who shall be copied on all correspondence between the Parties with respect to their designated area. The overall Primary Representative shall also be copied on all correspondence.

Area	Purchaser's Primary Representatives	Seller Parties' Primary Representatives
IT Services	Mark Hernandez, IT Director, Zachry Group	Jim DeSisto, Vice President of Technology Infrastructure; Sharon Gabriel, SVP of Application Development
Accounting Services	Matt Gasior, Corporate Controller JVIC	Alison Hardy, Director of Finance
Human Resources - Operations	<INSERT NAME and TITLE>	Carolyn Clougherty, SVP, HR Shared Services
Human Resources – Administration		VP, Human Resources, Canada
Overall	David Schwab, SVP and General Counsel, Zachry Group	Andy Shackett, EVP Industrial Services

The Primary Representatives shall correspond regularly and in good faith to insure that, whenever possible, all Parties' concerns as to the day-to-day provision of Seller Services are acted upon and resolved to the mutual satisfaction of the Parties. Each Party may at any time replace any of its primary representatives by written notice of such replacement to the other Party.

(n) Dispute Resolution. If a dispute arises out of or in connection with this Agreement ("Dispute"), then, except as otherwise expressly provided in this Agreement, the Parties shall follow the dispute resolution procedures set out in this Section 5(n):

(i) each Party shall give to the other Parties hereto written notice of the Dispute, setting out its nature and full particulars ("Dispute Notice"). Upon the delivery of the Dispute Notice, the Primary Representatives for the area in which the Dispute arose shall attempt in good faith to resolve the Dispute;

(ii) if the Primary Representatives for the area in which the Dispute arose are for any reason unable to resolve the Dispute within 15 days of the date of delivery of the Dispute Notice, the Dispute shall be referred to the overall Primary Representative for each Party, each of whom shall attempt in good faith to resolve it; and

(iii) if the overall Primary Representatives are for any reason unable to resolve the Dispute within 15 days of it being referred to them, the Dispute shall be finally settled by arbitration. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of

the Parties. The arbitration shall be conducted by one arbitrator mutually acceptable to the Parties or, if the Parties cannot agree on the arbitrator, appointed by the American Arbitration Association. Any such arbitration shall be held in Wilmington, Delaware, unless the Parties mutually agree upon some other location. The arbitration award shall be in writing and shall be final and binding on the Parties. The award may include an award of costs, including reasonable attorney's fees and disbursements. Judgment upon award may be entered by any court having jurisdiction thereof or having jurisdiction over the Parties or their assets.

(o) Other Contracts of the Parties. Notwithstanding anything to the contrary contained in this Agreement, neither Party shall be obligated to perform any act that would constitute a breach of, or cause a loss of contractual benefits under, any contract, lease, license or other agreement.

[remainder of page left intentionally blank]

IN WITNESS WIIEREOF, the Parties have caused this Agreement to be executed on their behalf by their officers thereunto duly authorized, as of date first above written.

CLEAN HARBORS INDUSTRIAL SERVICES, INC.,

By:_____
Name:
Title:

CLEAN HARBORS INDUSTRIAL SERVICES CANADA, INC.

By:_____
Name:
Title:

CLEAN HARBORS CATALYST SERVICES LTD.

By:_____
Name:
Title:

CLEAN HARBORS, INC.

By:_____
Name:
Title:

JVIC CATALYST SERVICES GROUP, LLC

By:_____
Name:
Title:

JVIC CATALYST SERVICES CANADA GP LTD.

By:_____
Name:
Title:

JVIC CATALYST SERVICES CANADA LTD.

By:_____
Name:
Title:

SCHEDULES

[See Attached]

DRAFT

SCHEDULE A
TRANSITION SERVICES AGREEMENT

It is the intent of both the Seller and the Purchaser for the Seller to continue to provide the IT and accounting support systems and services that are currently being provided to the Catalyst Services business unit for the service periods defined herein.

- **PART 1. IT Services – Service Costs: [redacted]**

Service Period: The services provided under this Part 1 shall terminate one-hundred eighty (180) days following the Closing Date, unless renewed in accordance with this Transition Services Agreement.

Service Availability: Unless otherwise specified below, systems are generally available 24/7 with occasional maintenance windows typically announced in advance. Support is available during normal business hours with the following response times generally experienced upon Purchaser's report of any service issues to the support team:

Critical (system down) – 1 hour
Severe (limited functionality) – 8 hours
Normal (non-urgent problem) – 48 hours
Access requests – 3 business days

The parties agree that Purchaser will report any service issues by contacting the Help Desk Service Now Ticket.

A. ENTERPRISE RESOURCE PLANNING SYSTEM

- **Included Services**
  - ERP - PeopleSoft
    - Financial Management, General Ledger, Purchasing, Accounts Payable, Accounts Receivable, Cash Applications, Sales and Use Tax, etc.
  - WIN system (Quote to Cash)
  - Beacon CRM
  - Internet access
  - Provide account provisioning process for requesting the creation of new accounts and access to software
  - Financial data as reasonably required
  - Data preparation in a specified format
  - Software upgrades and service packs, as reasonably required
  - Support and training as reasonably required

B. EMAIL, MESSAGING & CALENDARING

- **Included Services**
  - Email services
  - SPAM filtering
  - Microsoft Exchange/Outlook

C. WORKSTATION & NETWORK SUPPORT

- **Included Services**
  - Computing platform consisting of:
    - Existing PCs and Laptops
    - Windows 7 and XP
    - Microsoft Office Professional
    - Trend anti-virus
  - Remote support
  - Server
  - Data from their PCs and contacts from Outlook, old emails to be transferred

- **Service Availability**

Helpdesk Staff:
Hours of Operation: 7 am – 8 pm Eastern Standard Time

After hours on-call support for emergencies available.

D. TELECOMMUNICATIONS & DATA CENTER HOSTING

- **Included Services**
  - Network:
    - Active Directory domain
    - WAN/LAN
    - Internet: centralized connection at Norwell, MA data center
    - ASA firewalling, web contents filtering
  - Voice:
    - Phone and voice systems included

ADDITIONAL SERVICE COSTS:

- **Third Party Software Licensing (for use during transition period)**
  - Costs for third party licenses will be passed on at cost should they be required

- **Additional Hardware and Software**
  - Replacement hardware and software for existing employees and new hardware and software for new hires will be provided by Seller and billed to the Purchaser at cost

E. SYSTEM MIGRATION SUPPORT

- **Included Services**
  - Includes support of migration of all business applications including the Enterprise Resource Planning systems defined in Section A above and other third-party software used in the business as defined in Sections B, C, and D above. Support includes, but is not limited to, the extraction of data as needed, including master data, configuration data, and transactional data.
  -
  - Includes support of Purchaser technicians in the migration of data, workstations, networks, voice, and other infrastructure as needed, as defined in sections B, C and D above, from Seller-controlled facilities and contracts to Purchaser-controlled facilities and contracts.

PART 2. Accounting Services – Service costs: $21,083/month

Service Period: The services provided under this Part 2 shall terminate one-hundred eighty (180) days following the Closing Date, unless renewed in accordance with this Transition Services Agreement.

PART 2A. Accounts Payable Services

A. VENDOR INVOICE ENTRY AND EXCEPTIONS

Included Services

- Process vendor invoices in accordance with Seller's past practices and policies.
- Research and resolve invoice exceptions.
- Contact business unit receiving or purchasing to resolve PO related issues.
- Bill Purchaser weekly for any payables paid by seller from its own funds in accordance with the procedures in subpart D below.

B. VENDOR MAINTENANCE/SETUP

Included Services

- Add new vendors as reasonably requested by Purchaser's purchasing department within 2 business days of receipt of sufficient paperwork.
- Update vendor master file data as needed for change of address, terms or other needed changes.
- Provide data assistance as required to transition to Purchaser's computer system.
- Provide data as reasonably required by Purchaser to complete Year-end US Form 1099 or foreign equivalent reporting as necessary.

C. ACCOUNT RECONCILIATION

Included Services

- Month-end reconciliation of Accounts Payable sub-ledger balance to general ledger balance
- Work with Purchaser to identify and resolve reconciling items
- Monthly report of Accounts Payable aging
- Research and resolve vendor payment related issues (checks not received and outstanding check reconciliation).
- Review and reconcile vendor account statements.

D. CHECK CUTTING

Included Services

- Seller will draw checks and issue electronic payments from its own accounts, subject to adequate net cash requirements funded by Purchaser.
- Weekly provision of a pre-check register
- Weekly processing of check payments including check printing, review, stuffing and mailing of checks.
- Initiation of electronic payments for vendors, as required.
- Initiation of wire payments for vendors, as required.
- Provide detail support for all invoices paid weekly. For inventory items and indirect purchases, PO receiving and invoice matching is deemed approved for payment. Seller will generate a pre-check-writing report and send to Purchaser's financial personnel each week for approval prior to check run.

Purchaser will hold Seller, its Affiliates and their employees, representatives and agents harmless for Purchaser's failure to fund the bank account used to draw Purchaser payables that may result in any shortfall, late payments or overdrafts.

PART 2B. Accounts Receivable Services

A. CASH APPLICATION

Included Services

- Post cash received in the Seller's lockbox to the appropriate customer receivable account on a timely basis
- Manually post electronic payments from the Seller's lockbox account to the appropriate customer accounts.
- Identify and accumulate list of all payments received in Seller's lockbox each week to support the weekly transfer of receipts back to Purchaser. Transfer this cash, net of any vendor payments made in accordance with the procedures in Part 2A, subpart D above, on a weekly basis to the Purchaser's lockbox.
- Apply credit memos against applicable invoices in WIN/PeopleSoft.
- Identify short payments and pursue resolution with the customer involving business unit customer service if appropriate.

B. CREDIT/COLLECTIONS

Included Services

- Continue with current credit limits for existing customers, provide reports for review and process initial credit limits for new customers as directed by Purchaser. New customers to be approved by Purchaser's Controller.
- Weekly review of AR aging reports to identify past due invoices. With Purchaser's prior written approval, put customers on credit hold for past due invoices or exceeding their credit limits. Take customers off of credit hold as their invoices are paid or as otherwise directed by Purchaser.

- Collection calls made based upon past due accounts identified. Collection notes maintained in PeopleSoft for all collection efforts.
- Weekly report created for all Accounts Receivable over 90 days past due.

C. ADJUSTMENTS

Included Services

- Review monthly all outstanding Accounts Receivable to identify amounts that should be reviewed for potential write offs. All write-offs to be pre-approved by Purchaser's financial personnel.

D. CUSTOMER MAINTENANCE/SETUP

Included Services

- Maintain all aspects of the customer master file in WIN/Beacon.
- Add new customers to WIN/Beacon customer master file once approved by Purchaser's financial personnel

E. ACCOUNT RECONCILIATION

Included Services

- Monthly reconciliation of the accounts receivable sub-ledger to the general ledger
- Research and resolution of any reconciling items identified

F. REPORTING

Included Services

- Provision of month end and weekly Accounts Receivable aging reports as requested

G. CUSTOMER INVOICING

Included Services

- Run invoices at project completion.
- Send Invoice Register Reports to Purchaser as requested.
- Post invoicing to the GL.
- Create new invoice template to add new logo

PART 2C. General Accounting

A. GENERAL LEDGER MAINTENANCE

Included Services

- PeopleSoft transactional issues support
- Maintenance: upkeep of chart of accounts, inter-company setup and maintenance, accounting modules maintenance

- Account reconciliation support
- Book Purchaser opening balance sheet adjustments as directed by Purchaser.

B. MONTHLY CLOSING TO BE COMPLETED BY 15TH WORKDAY OF THE MONTH

Included Services

- Close out the detail ledgers to general ledger, for example Receivables, Payables, Fixed Assets, and accumulated depreciation.
- Calculate and book bad debt reserve to Purchaser's policy.
- Accrue accounts payable for goods received/not invoiced.
- Update prepaid and non-trade receivables accounts as required, for example rebates receivable or prepaid advertising, or prepaid rent etc.
- Book monthly depreciation expense.
- Capitalize any new fixed assets per Seller's past practices and policies.
- Book to the general ledger any monthly journal entries advised by Purchaser's accounting staff Make accrual entries for expenses incurred but not paid (for example insurance, bonus, commissions, taxes (real estate, personal property, sales and use), health and welfare, customer deposits, warranty, freight, utilities, consulting, rebates, advertising, deferred revenue, travel, rent, and other accruals). Payroll, vacation, payroll taxes entries to be provided.
- Reconcile all prepaid and accrual accounts.
- Prepare balance sheet
- Prepare income statement
- Prepare monthly selected data.
- Provide transactional data extract in a format agreed to by both parties in support of future queries
- Complete year-end selected data requirements
- Job level reporting including job to date, year to date, month to date as applicable consistent with current reporting practices
- Supply data as reasonably required by Purchaser in order to make tax filings.
- Provide reconciliation of all balance sheet accounts with delivery of balance sheet each month.
- Investigate and report unusual events or trends in business as needed.

Part 2 D. Payroll

Included Services:

- Payroll tax filings and payroll reporting requirements (e.g. W-2's, T-4's), including Canada and Trinidad

Part 2E. Other Transition Services

Included Services:

- Provide access to all contract documents.

- Supply data and source documents as reasonably required by Purchaser in order to support audits (e.g interim and year-end)
    - Income tax
    - Sales and use tax
    - Payroll regulatory and compliance
    - Customer
    - International related
    - Additional support, including (e.g. Pro forma, historical data, valuation, opening balances)

- Seller will continue to provide access and use of the P-cards and fuel cards to the extent that it is permitted by the card issuers, and Purchaser will reimburse Seller at cost
- Provide trial balances and general ledger detail in electronic format acceptable to Seller.

- **Excluded Services:**
- Legal and tax advice

- **Part 2 F: Non Payroll Taxes**

- **Included Services:**
- Supply data as reasonably required by Purchaser in order to make tax filings (e.g. Income Taxes, Sales and Use, VAT, GRAT, Gross receipts etc) for all jurisdictions (e.g., Federal, State/Provincial, County, City, etc).

- **Part 2G: Original source documents**

- **Included Services:**
Seller shall provide original source documents to Purchaser that are used to perform all services under this TSA. The parties will collaborate on the manner in which to organize, store and deliver those source documents and the frequency of transmitting those documents from Seller to Purchaser.

- **TOTAL SCHEDULE A MONTHLY SERVICE COSTS**
[redacted]

SCHEDULE B
TRANSITION SERVICES AGREEMENT

It is the intent of both the Seller and the Purchaser for the Seller to continue to provide the HR, Payroll, benefits and other employee related systems and services that are currently being provided to the Catalyst Services business unit for the service periods defined herein.

The goal of the TSA is to provide the services and related plans, programs and services set forth in this Schedule B to the Purchaser for all In-Scope Employees to the extent such services were provided the day prior to Closing (i.e. "business as usual").

In-Scope Employees are defined as (a) all "Business Employees" as defined in the Agreement employed at the time of the sale and (b) all employees who are hired into the purchased entities or transitioned into the purchased entities, during the term of this TSA, to perform the work of the purchased entities.

- **PART 1. HR Services**

Service Period: The services provided under this Part 1 shall terminate on December 31, 2016, unless renewed in accordance with this Transition Services Agreement. Service coverage includes both US and Canada, unless specifically stated.

- **Service Costs for Part 1 of this Schedule B: See Table 1**

A. HEALTH & WELFARE BENEFITS

Included Services

- Continuation of current Clean Harbors coverages and administration of programs for In-Scope Employees for core and voluntary benefits.
  - Core benefits include: medical, dental, vision, basic life, disability, savings accounts (FSA, HSA)
  - Voluntary benefits include: (accident insurance, critical illness, hospital indemnity, whole life insurance)
- Access to EAP via ComPsych and transfer of any outstanding "condition of employment" cases that need future management
- Processing of coverage for new hires, subject to approval by third party vendors.
- Processing terminating employees and qualifying events
- Financial reporting to support chargeback amounts related to claims reporting and premium charges (to be billed at cost)
- US Specific services
  - COBRA administration for employees who are eligible after close
  - Compliance reporting such as Form 5500 filing and Summary Annual Reports (excluding Healthcare Reform)

- Information needed to complete 1094C and 1095C in a format agreed to by both parties, as well as any information needed to responded to any IRS inquiries.
- Canada – RRSP
    - Continuation of current Clean Harbors coverages and administration of RRSP

Excluded Services

- Claims appeal approvals or any determination of coverage eligibility / payment
- Workers' compensation
- Ongoing management of ComPsych cases (EAP)
- US Specific excluded services
    - Healthcare Reform reporting
    - US 401K – In-Scope Employees will cease to be eligible to participate in the Seller's plan as of the close date

B. GLOBAL MOBILITY (INCLUSIVE OF TRINIDAD)

Included Services

- Processing of employee transfers, including certain benefits coverage and pay changes
- Services for business travelers, work permit process (LMIA, ICT, L1A/Bs,) Expat transfers as well as benefits.
- Global Mobility services to be provided for the existing employee roster or new hires/terminations to the Catalyst business.
- Process transition for employees that require documentation to legally allow them to either visit or work in another country
- Continuation of current Clean Harbors travel insurance coverage and administration for In-Scope Employees

C. PAYROLL

Included Services

- Continuation of all payroll processing services and related plans, programs and services
- Change record processing (e.g., Processing of pay increases / decreases)
- Time and attendance systems
- Tracking of vacation / paid time off
- Expense reimbursement

Excluded Services

- Approval of payroll. Purchaser to approve payroll prior to processing payments to employees.

- Approval / determination of pay changes including increases, decreases, bonus, equity, incentives, etc. Purchaser to approve pay changes.
- Leave of absence approvals

D. HRIS (INCLUSIVE OF TRINIDAD)

Included Services

- Maintaining eligibility and data file feeds to appropriately administer processes with vendors including PeopleSoft, Kronos, TM1, WIN for In-Scope Employees
- Administrative processing related to new hires
- Processing/administering off-boarding / terminations
- Change record processing (e.g., Processing of pay increases / decreases)
- Basic ad hoc employee analytic reporting post-close (excludes historical reporting)
- Provide current and recent data for In Scope Employees from HRIS to meet governmental reporting requirements; to include number of employees by location and occupation, number of separations by locations and occupation, number of employees by gender by location, total pay and total hours by occupation by period.
-

Excluded Services

- Determination of hiring / terminating employees and any associated claims
- Disputing any claims / appeals
- Recruiting, selection, and pre-hire screening processes for talent acquisition
- US Specific excluded services
  - Affirmative action, EEOC reporting requirements.
- Training and employee records (e.g., offer letters, employee agreements, etc.)

E. COMPENSATION

Included Services

- Processing changes to employee base compensation with documentation of approval by an authorized member of Purchaser management)
- Processing all cash compensation payments (e.g. bonus, incentive, discretionary cash, commissions, etc.) with documentation of approval by an authorized member of Purchaser management)
  - Purchaser must provide final amounts for any incentive, bonus, discretionary cash, and commission compensation, with documentation of approval by an authorized member of Purchaser management
  - The Clean Harbors Compensation/Sales Ops teams will work with Purchaser to determine how to pay commissions earned from July 1 through the close date
- Basic reporting as requested by Purchaser HR representative(s)

Excluded Services

- Job evaluations & market pricing, individual employee compensation recommendations, compensation consultation
- Incentive/Bonus/Commission plan administration including any payment calculations (process for calculating incentive/bonus/commission will be transferred as part of Section G, HR MANAGEMENT TRANSFER)
- Service Award program administration
- Configuration/management of Purchaser compensation structures in PeopleSoft (Grades/Ranges). All Purchaser jobs will be slotted into the existing Seller compensation structure
- Compensation analysis beyond basic reporting (employee rosters with titles, base salary/hourly rates, etc.)

F. EMPLOYEE TRANSITION COMMUNICATIONS

Included Services

- Facilitate and/or distribute employee communications relating to health and welfare plans sponsored by Clean Harbors
- Coordinate with Purchaser and distribute required communications related to changes to benefits/programs for In-Scope Employees at close (e.g., 401(k))

Excluded Services

- Employee Communications related to impact to employees when employees cease participation in Clean Harbors plans.
- All other communications

G. HR MANAGEMENT KNOWLEDGE TRANSFER

Included Services

- Provide processes, policies, or other procedures related to transitioning activities
- Schedule calls / onsite training to transfer knowledge on transitioning activities

H. EXCLUDED SERVICES FROM TSA

- Labor relations and negotiation of any collective bargaining agreements / contracts
- Employee Relations Support
- HR Policy drafting, interpretation
- Legal or tax advice.

PART 2. HR Services Cash Flow

- **Service Costs for Part 2 of this Schedule B: included in costs for Part 1, See Table 1**

Service Period: The services provided under this Part 2 shall terminate on December 31, 2016, unless renewed in accordance with this Transition Services Agreement.

- All employee payroll costs (e.g., wages, taxes, bonuses) funded out of Purchaser's banking facility
    - Seller will work with Vendors to replace our bank facility with Purchaser's bank facility once provided
- Seller will provide cash flow analysis to Purchaser to support monthly balancing of the books

Table 1

A. Seller Support Costs

Cost type	Monthly Cost	Hourly Service Cost
TSA Administration	[redacted]	
Global Mobility Support		

B. Third Party Costs

Third Party
ADP
Mercer
Third Party Global Mobility fees (e.g., fees, legal)
Other 3rd Party
Total

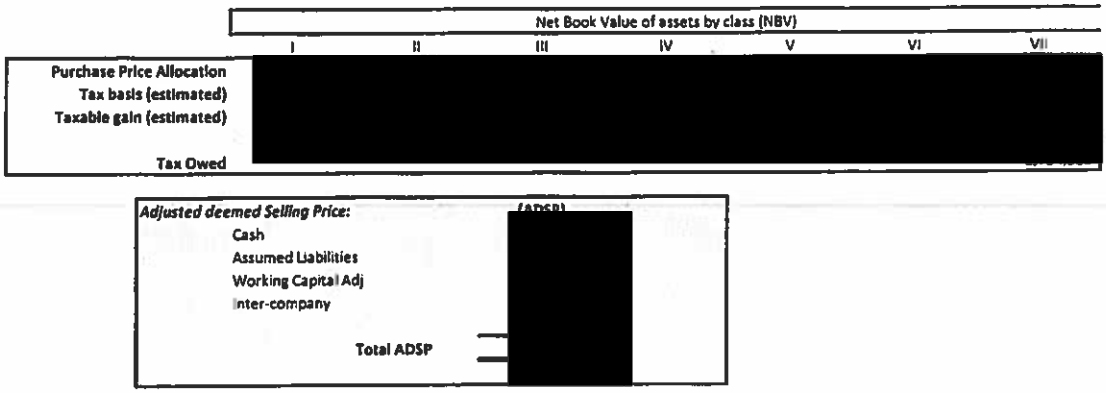
C. Purchaser Direct Costs

Cost	Description
Payroll	All employee payroll costs (e.g., wages, taxes, bonuses) funded out of Purchaser's banking facility

D. Benefits Costs

Benefits costs (either actual claims for self-funded plans or premiums for insured plans) will be billed at cost to the Purchaser.

Exhibit 6.06(a)
338(h)(10) Election Allocation Schedule



Investment in Subs put to Class 5

Fair market value. Fair market value is the gross fair market value unreduced by mortgages, liens, pledges, or other liabilities. However, for determining the seller's gain or loss, generally, the fair market value of any property is treated as being not less than any nonrecourse debt to which the property is subject. Also, a liability that was incurred as a result of the acquisition of the property is disregarded to the extent that such liability was not taken into account in determining the basis in such property.

Classes of assets. The following definitions are the classifications for deemed or actual asset acquisitions.

Class I assets are cash and general deposit accounts (including savings and checking accounts) other than certificates of deposit held in banks, savings and loan associations, and other depository institutions.

Class II assets are actively traded personal property within the meaning of section 1092(d)(1) and Regulations section 1.1092(d)-1 (determined without regard to section 1092(d)(3)). In addition, Class II assets include certificates of deposit and foreign currency even if they are not actively traded personal property. Class II assets do not include stock of seller's affiliates, whether or not actively traded, other than actively traded stock described in section 1504(a)(4). Examples of Class II assets include U.S. government securities and publicly traded stock.

Class III assets are assets that the taxpayer marks-to-market at least annually for federal income tax purposes and debt instruments (including accounts receivable). However, Class III assets do not include:

- Debt instruments issued by persons related at the beginning of the day following the acquisition date to the target under section 267(b) or 707;
- Contingent debt instruments subject to Regulations sections 1.1275-4 and 1.483-4, or section 988, unless the instrument is subject to the noncontingent bond method of Regulations section 1.1275-4(b) or is described in Regulations section 1.988-2(b)(2)(i)(B)(2); and
- Debt instruments convertible into the stock of the issuer or other property.

Class IV assets are stock in trade of the taxpayer or other property of a kind that would properly be included in the inventory of the taxpayer if on hand at the close of the taxable year, or property held by the taxpayer primarily for sale to customers in the ordinary course of its trade or business.

Class V assets are all assets other than Class I, II, III, IV, VI and VII assets.

Note. Furniture and fixtures, buildings, land, vehicles, and equipment, which constitute all or part of a trade or business (defined earlier) are generally Class V assets.

Class VI assets are all section 197 intangibles (as defined in section 197) except goodwill and going concern value. Section 197 intangibles include:

- Workforce in place;
- Business books and records, operating systems, or any other information base, process, design, pattern, know-how, formula, or similar item;
- Any customer-based intangible;
- Any supplier-based intangible;
- Any license, permit, or other right granted by a government unit;
- Any covenant not to compete entered into in connection with the acquisition of an interest in a trade or a business; and
- Any franchise, trademark, or trade name (however, see exception below for certain professional sports franchises).

See section 197 (d) for more information.

The term "section 197 intangible" does not include any of the following:

- An interest in a corporation, partnership, trust, or estate;
- Interests under certain financial contracts;
- Interests in land;
- Certain computer software;
- Certain separately acquired interests in films, sound recordings, video tapes, books, or other similar property;
- Interests under leases of tangible property;
- Certain separately acquired rights to receive tangible property or services;
- Certain separately acquired interests in patents or copyrights;
- Interests under indebtedness;
- Professional sports franchises acquired before October 23, 2004; and
- Certain transactions costs.

See section 197(e) for more information.

Class VII assets are goodwill and going concern value (whether or not the goodwill or going concern value qualifies as a section 197 intangible).

Exhibit 6.06(c)

Based on the figures contained in Exhibit 6.06(a), the amount of the Tax Adjustment is expected to be zero.

DISCLOSURE SCHEDULES

to

PURCHASE AGREEMENT

by and among

CLEAN HARBORS, INC.,

CLEAN HARBORS INDUSTRIAL SERVICES, INC.,

CLEAN HARBORS INDUSTRIAL SERVICES CANADA, INC.,

CLEAN HARBORS CATALYST SERVICES LTD.,

JVIC CATALYST SERVICES GROUP, LLC,

JVIC CATALYST SERVICES CANADA GP LTD.

and

JVIC CATALYST SERVICES CANADA LIMITED

These disclosure schedules (these "Disclosure Schedules") have been prepared and are being delivered pursuant to the Purchase Agreement, dated as of August 2, 2016 (the "Purchase Agreement"), by and among Clean Harbors Industrial Services, Inc., a Delaware corporation ("US Seller"), Clean Harbors Industrial Services Canada, Inc., an Alberta corporation ("CHISCI"), Clean Harbors Catalyst Services Ltd., a Nova Scotia corporation (together with CHISCI, the "Canadian Sellers" and, together with US Seller, each a "Seller" and, collectively, "Sellers"), Clean Harbors, Inc., a Massachusetts corporation ("Parent" and, together with Sellers, each a "Seller Party" and, collectively, "Seller Parties"), JVIC Catalyst Services Group, LLC, a Texas limited liability company ("US Buyer"), JVIC Catalyst Services Canada GP, Ltd., a British Columbia corporation and JVIC Catalyst Services Canada Limited, a British Columbia corporation ("Canadian Buyers" and, together with US Buyer, each a "Buyer" and, collectively, "Buyers"). Capitalized terms used herein and not otherwise defined (other than those used in section headings, which are included for reference only) shall, unless the context indicates otherwise, have the respective meanings assigned to them in the Purchase Agreement.

The representations and warranties made in the Purchase Agreement by the Seller Parties are qualified by, and made subject to, the disclosures in these Disclosure Schedules. Nothing herein is intended or shall be deemed (i) to establish a different standard of materiality than set forth in the applicable representation and warranty, (ii) to constitute an admission that such information is material to the business or to the assets, liabilities, results of operations or condition (financial or otherwise) of the Seller Parties or that such information is a material exception to any representation or warranty, or (iii) to be construed as an admission that such items or actions are not in the ordinary course of business.

Section numbers used herein correspond to the section numbers in the Purchase Agreement. The headings contained in these Schedules are for convenience of reference only and shall not affect the disclosures contained herein. Notwithstanding any cross-references contained herein, the information contained in these Disclosure Schedules and documents provided herewith are disclosed for all purposes of the Purchase Agreement to the extent it is reasonably apparent on its face that such information is responsive to such other applicable provisions contained therein. No disclosure in these Schedules relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred.

These Disclosure Schedules are qualified in their entirety by reference to specific provisions of the Purchase Agreement. The Seller Parties have not undertaken under the Purchase Agreement or by these Disclosure Schedules to describe the contents of documents referred to in these Disclosure Schedules. Furthermore, the reference to any document is deemed to include any and all amendments, renewals, exhibits, schedules, annexes and other attachments to such document.

Section 3.02 – Jurisdictions of Qualification

Clean Harbors Catalyst Services, LLC	
Alabama	Kansas
Alaska	Kentucky
Arizona	Louisiana
Arkansas	Minnesota
California	Mississippi
Colorado	New Jersey
Delaware	Oklahoma
Florida	Tennessee
Georgia	Texas
Idaho	Utah
Illinois	Washington
Indiana	West Virginia
Iowa	
Clean Harbors Catalyst Services LP	
Alberta	*New Brunswick*
British Columbia	*Newfoundland*
Manitoba	*Nova Scotia*
Ontario	Quebec
Clean Harbors Catalyst Services Ltd.	
Alberta	*New Brunswick*
British Columbia	*Newfoundland*
Manitoba	*Nova Scotia*
Ontario	Quebec
Clean Harbors Catalyst Services Trinidad Limited	
Trinidad & Tobago	
ARC Advanced Reactors and Columns, LLC	
Delaware	Louisiana

Section 3.05 – Consents

None.

CHCSLLC and CHCSLP have guaranteed certain Indebtedness of Parent under a credit facility with Bank of America and under publically issued notes for which US Bank is the trustee. Notices from Parent to BofA and US Bank relating to the foregoing are required. All such guarantees will be released prior to the Closing.

The following real property leases will require consent for assignment or change of control.

(a) Lease Agreement by and between GBC, LLC and Clean Harbors Catalyst Technologies, LLC, dated May 19, 2009 (as assigned pursuant to the Consent to Assign and Novation Agreement, dated as of November 14, 2012), for 1940 N. Lafayette Court, Griffith, Indiana 46319 provides that a change in control of Clean Harbors Catalyst Technologies, LLC requires the prior written consent of GBC, LLC, and will require consent to sublease after Closing. Seller will seek consent from GBC, LLC prior to Closing.

(b) Lease between Sahm Broadway Property, LLC and Clean Harbors Industrial Services, Inc., dated May 24, 2010, as amended April 28, 2015 for 17822 and 18025 S. Broadway, Carson (Gardena PO) California requires prior written consent to be subleased after Closing. Seller will seek consent from Sahm Broadway Property prior to Closing.

(c) The Indenture between Robert Gladwish and Marlene Jo-Anne Gladwish and Catalyst Canada Services, LP, acting by and through its general partner Catalyst Canada Services, Ltd., dated February 14, 2013, as amended April 10, 2013 and November 20, 2014 for 1166 Michener Road, Sarnia, Ontario, N7S 4B1 requires written prior consent of Robert Gladwish and Marlene Jo-Anne Gladwish to sublease after Closing. Seller will seek consent from of Robert Gladwish and Marlene Jo-Anne Gladwish prior to Closing.

Customer contracts with non-deal entities

Customer	Clean Harbors Contracting Entity	Tier (1, 2, 3)
Dow Chemical Canada ULC	Clean Harbors	1
North Atlantic Refining LTD	Clean Harbors Canada, Inc.	1
ConocoPhillips Canada	Clean Harbors Energy and Industrial services Corp	1
Valero	Clean Harbors Energy and Industrial Services LP	1
Agrium and Nu-West	Clean Harbors Environmental Services, Inc.	1
Phillips 66	Clean Harbors Environmental Services, Inc.	1
Air Products and Chemicals	Clean Harbors Environmental Services, Inc.	1
Koch Industries	Clean Harbors Environmental Services, Inc.	1
Dow Chemical Union Carbide	Clean Harbors Environmental Services, Inc.	1
Eastman Chemical	Clean Harbors Environmental Services, Inc.	1
Tesoro	Clean Harbors Environmental Services, Inc.	1
Total Petrochemicals and Refining USA Inc	Clean Harbors Environmental Services, Inc.	1
CF Industries	Clean Harbors Environmental Services, Inc.	1

BASF	Clean Harbors Environmental Services, Inc.	1
Citgo Petroleum Corporation	Clean Harbors Environmental Services, Inc.	1
Huntsman Petrochemical	Clean Harbors Environmental Services, Inc.	1
Lyondell Bassell	Clean Harbors Environmental Services, Inc.	1
Canadian Natural Resource	Clean Harbors Industrial Services Canada, Inc.	1
Chevron Phillips Chemical Co	Clean Harbors Industrial Services, Inc.	1
Exxon Mobil Ref	Clean Harbors Industrial Services, Inc.	1
Exxon	Clean Harbors Industrial Services, Inc.	1
Chevron Ref	Clean Harbors Industrial Services, Inc.	1
ConocoPhillips	Clean Harbors Industrial Services, Inc.	1
Lima Refining Company	Clean Harbors Industrial Services, Inc.	1
Nexen	Clean Harbors Canada, Inc.	2
Alta Gas Ltd	Clean Harbors Energy and Industrial Services Corp	2
Yara Belle Plaine Incorporated	Clean Harbors Energy and Industrial Services Corp	2
Keyera	Clean Harbors Energy and Industrial Services LP	2
Celanese	Clean Harbors Environmental Services, Inc.	2
Evonik	Clean Harbors Environmental Services, Inc.	2
Kern Oil and Refining	Clean Harbors Environmental Services, Inc.	2
Linde North America	Clean Harbors Environmental Services, Inc.	2
Air Liquide	Clean Harbors Environmental Services, Inc.	2
Plains Marketing LP	Clean Harbors Environmental Services, Inc.	2
Praxair	Clean Harbors Environmental Services, Inc.	2
Stepan	Clean Harbors Environmental Services, Inc.	2
Sasol North America Inc	Clean Harbors Environmental Services, Inc.	2
American Refining Group Inc	Clean Harbors Environmental Services, Inc.	2
Augusta Service Company	Clean Harbors Environmental Services, Inc.	2
Holly Frontier	Clean Harbors Industrial Services, Inc.	2
St Paul Park Refining Co LLC	Clean Harbors Industrial Services, Inc.	2
Western Refining Company	Clean Harbors Industrial Services, Inc.	2
Calumet Superior LLC	Clean Harbors Industrial Services, Inc.	2
Alon USA	Clean Harbors Industrial Services, Inc.	2
Sinclair Wyoming Refining Company	Clean Harbors Industrial Services, Inc.	2
AMEC CANADA	Clean Harbors Energy and Industrial Services Corp	3
Pengrowth Energy	Clean Harbors Energy and Industrial Services LP	3
Methanex USA	Clean Harbors Environmental Services, Inc.	3
Chemours	Clean Harbors Environmental Services, Inc.	3
Chemtrade	Clean Harbors Environmental Services, Inc.	3
Duonix Beatrice LP	Clean Harbors Environmental Services, Inc.	3
Panhandle Eastern Pipeline Company	Clean Harbors Environmental Services, Inc.	3
Solvay	Clean Harbors Environmental Services, Inc.	3
Voltaix	Clean Harbors Environmental Services, Inc.	3
Kuraray America Incorporated	Clean Harbors Environmental Services, Inc.	3
Lagrange Energy Transfer	Clean Harbors Environmental Services, Inc.	3

Apache Corporation	Clean Harbors Environmental Services, Inc.	3
Dakota Prairie Refining LLC	Clean Harbors Environmental Services, Inc.	3
Aux Sable Liquid Products Inc	Clean Harbors Environmental Services, Inc.	3
CB&I Inc	Clean Harbors Environmental Services, Inc.	3
BP Cherry Point Refinery	Clean Harbors Industrial Services, Inc.	3
Performance Contractor MSA	Clean Harbors Industrial Services, Inc.	3
GTC Vorro Environmental Services LLC	Clean Harbors Industrial Services, Inc.	3
Koch Industries	Cat Tech, Inc.	1
NOVA Chemicals Corporation	Catalyst Canada Services LP	1
Marathon Contract	Clean Harbors Catalyst Technologies, LLC	1
Williams Olefins	Clean Harbors Catalyst Technologies, LLC	2
Coffeyville Resources Nitrogen Fertilizers LLC	Clean Harbors Catalyst Technologies, LLC	2
Philadelphia Gas Works	Clean Harbors Catalyst Technologies, LLC	3
Crosstex Energy Services	Clean Harbors Catalyst Technologies, LLC	3
JAS Marketing	Clean Harbors Catalyst Technologies, LLC	3

Section 3.06(c) – Indebtedness

CHCSLLC and CHCSLP have guaranteed certain Indebtedness of Parent under a credit facility with Bank of America and under publically issued notes for which US Bank is the trustee. Notices from Parent to BofA and US Bank relating to the foregoing are required. All such guarantees will be released prior to the Closing.

Section 3.06(e) –Balances of Intercompany Accounts

General Ledger in Base Currency			Counter party Balance	
Bus Unit name	**Sum Amount**	**Affiliate**	**Affiliate Bus Unit name**	
Clean Harbors Catalyst Srvc LP (CTCPO)	[redacted]	CAD	Balances with Canadian entities to be eliminated at closing	
Clean Harbors Catalyst Srvc LP (CTCPO)		TRINI	CLHB Catalyst Srv Trinidad LTD	Balance to remain
Clean Harbors Catalyst Srv LLC (CTUCM)		USD	Other US companies to be settled at close	
Clean Harbors Catalyst Srv LLC (CTUCM)		TRINI	CLHB Catalyst Srv Trinidad LTD	Balance to remain
CLHB Catalyst Srv Trinidad LTD (TRINI)		CTCPO	Catalyst Canada Services LP	Balance to remain
CLHB Catalyst Srv Trinidad LTD (TRINI)		CAD	other Canadian entities to be settled	
CLHB Catalyst Srv Trinidad LTD (TRINI)		CTUCM	Clean Harbors Catalyst Srv LLC	Balance to remain
CLHB Catalyst Srv Trinidad LTD (TRINI)		USD	Other US entities to be settled	

Section 3.08(a) – Material Contracts

(a) (i) See the following Real Property leases, as further described in section 3.09(b) of the Disclosure SchedulesLease Agreement by and between GBC, LLC and Clean Harbors Catalyst Technologies, LLC, dated May 19, 2009 (as assigned pursuant to the Consent to Assign and Novation Agreement, dated as of November 14, 2012) , for 1940 N. Lafayette Court, Griffith, Indiana 46319

(b) Property Lease Agreement by and between WN Holdings, LLC and Clean Harbors Catalyst Services, LLC (successor in interest to CatTech, LLC) dated July 31, 2008 for Lot 3-A-2, Gateway Commercial Park in Louisiana.

(c) Lease between Sahm Broadway Property, LLC and Clean Harbors Industrial Services, Inc., dated May 24, 2010, as amended April 28, 2015 for 17822 and 18025 S. Broadway, Carson (Gardena PO) California.

(d) Agreement between Caribbean Safety Products Limited and Clean Harbors Catalyst Services Trinidad Limited dated May 1, 2015 for No. 403A Pacific Avenue, Point Lisas Industrial Estate in the Ward of Couva, Trinidad.

(e) Lease Agreement between Saad Anthony Baksh and Clean Harbors Catalyst Services Trinidad Limited, dated February 18, 2016 for Lot No. 65B, Savonetta Estate, Point Lisas, Couva, Trinidad.

(f) Lease Agreement by and between Koto Holdings Ltd. and Clean Harbors Catalyst Services, LP, acting by and through its general partner, Clean Harbors Catalyst Services Ltd., (successor in interest to CEDA-Reactor Ltd.), dated November 1, 1987, as amended by the Addendum, dated May 1, 2010, and the Second Amendment, dated December 15, 2015 for 560 Griffin Road East, Cochrane, Alberta, Canada.

(g) The Indenture between Robert Gladwish and Marlene Jo-Anne Gladwish and Catalyst Canada Services, LP, acting by and through its general partner Catalyst Canada Services, Ltd., dated February 14, 2013, as amended April 10, 2013 and November 20, 2014 for 1166 Michener Road, Sarnia, Ontario, N7S 4B1.

(ii) None

(iii) The Cat Tech Divestiture Agreement and the CEDA Purchase Agreement

(iv) See section 3.16(f) for retention arrangements. See below for confidentiality, non-compete, and non-solicitation agreements:

[Employee confidentiality/non-compete/non-solicitation agreements]

ID	Last Name	First Name	Job Title	Entity
017119	Bell	Marvin R	Foreman IS	Clean Harbors

				Environmental Services, Inc.
019200	Watkins	Johnathan P	Senior Multibed	Clean Harbors Environmental Services, Inc.
031282	Young	Jamie T J	Senior Multibed	Clean Harbors Environmental Services, Inc.
039588	Fulkerson	Francis J	Technical Proposal Specialist	Clean Harbors, Inc.
042958	Raven	Jarrick D	Senior Multibed	Clean Harbors Environmental Services, Inc.
067133	Sotillo	Dillon A	Singlebed	Clean Harbors Environmental Services, Inc.
072207	Ferchaud Jr	Hyram G	Multibed	Clean Harbors, Inc.
074824	DeKeyser	Craig A	Multibed I	Clean Harbors Industrial Services Canada, Inc.
090385	Baker	Adam P	Catalyst Technician I	Clean Harbors, Inc.
090926	Smith	JaQuan	RET Technician	Clean Harbors, Inc.
091248	Day	Alonzo D	Driver Class A	Clean Harbors, Inc.

[Manager confidentiality/non-compete/non-solicitation agreements]

ID	Last Name	First Name	Job Title	Entity
017076	Barber	Darrin	Project Manager IS	Clean Harbors Industrial Services Canada, Inc.
017087	Barrera	Guillermo	Project Manager IS	Clean Harbors, Inc. on its behalf and on behalf of Clean Harbors Environmental Services, Inc.
017150	Blair	Stephen	Project Manager IS	Clean Harbors Environmental Services, Inc.
017240	Bryant	Stephen	Director of Industrial Servs	Clean Harbors Environmental Services, Inc.

ID	Last Name	First Name	Job Title	Entity
017263	Burry	Darren	Project Manager IS	Clean Harbors Industrial Services Canada, Inc.
017330	Cheney	Dwayne	Project Manager IS	Clean Harbors Industrial Services Canada, Inc.
017409	Couperthwaite	Alan	Field Operations Manager IS	Clean Harbors Industrial Services Canada, Inc.
017473	Deajon	John	General Manager IS	Clean Harbors, Inc. on its behalf and on behalf of Clean Harbors Environmental Services, Inc.
017487	Dent	Steven	Project Manager IS	Clean Harbors Environmental Services, Inc.
017649	Francis	John P	Project Manager IS Senior	Clean Harbors, Inc. on its behalf and on behalf of Clean Harbors Environmental Services, Inc.
018043	King	Daniel A	General Manager IS	Clean Harbors, Inc. on its behalf and on behalf of Clean Harbors Environmental Services, Inc.
018279	Mallette	Jay	Project Manager IS	Clean Harbors Industrial Services Canada, Inc.
018473	Myles	Eartis	Project Manager IS	Clean Harbors, Inc. on its behalf and on behalf of Clean Harbors Environmental Services, Inc.
018576	Pawlowski	John	Project Manager IS	Clean Harbors Industrial Services Canada, Inc.
018579	Pea	Ronald R	Project Manager IS Senior	Clean Harbors, Inc. on its behalf and on behalf of Clean Harbors Environmental Services, Inc.

ID	Last Name	First Name	Job Title	Entity
019009	Stewart	Greg	Project Manager IS	Clean Harbors Industrial Services Canada, Inc.
019235	White	Joseph L	Project Manager IS	Clean Harbors, Inc. on its behalf and on behalf of Clean Harbors Environmental Services, Inc.
019294	Wofford	Meredith	Project Manager IS Senior	Clean Harbors Environmental Services, Inc.
019302	Woody	Rodney E	Proposal Development Manager	Clean Harbors, Inc. on its behalf and on behalf of Clean Harbors Environmental Services, Inc.
028811	Thomas	Darold V	Project Manager IS	Clean Harbors Environmental Services, Inc.
029129	Fleming	Victoria L	Technical Sales Manager	Clean Harbors, Inc.
048376	Wynstra	Brian Y	Project Manager IS Senior	Clean Harbors, Inc. on its behalf and on behalf of Clean Harbors Environmental Services, Inc.
048379	Basawa	William	General Manager IS	Clean Harbors Industrial Services Canada, Inc.
048386	Matthews	Harold (Ted)	Director of Industrial Servs	Clean Harbors Industrial Services Canada, Inc.
048404	Helm	Wayne	Field Operations Manager IS	Clean Harbors Industrial Services Canada, Inc.
048405	Grycan	Jeff	Project Manager IS	Clean Harbors Industrial Services Canada, Inc.
048412	Helm	Brian	Project Manager IS	Clean Harbors Catalyst Services Canada LP
070091	Wimsatt	Keith M	General Manager IS	Clean Harbors, Inc. on its

ID	Last Name	First Name	Job Title	Entity
				behalf and on behalf of Clean Harbors Environmental Services, Inc.
071591	Ladue	Terence B	Project Manager IS	Clean Harbors, Inc. on its behalf and on behalf of Clean Harbors Environmental Services, Inc.
075408	Blake	Derek	Project Manager IS	Clean Harbors Catalyst Services Canada LP
078395	Turner Jr	Chester E	General Manager IS	Clean Harbors, Inc. on its behalf and on behalf of Clean Harbors Environmental Services, Inc.

(v) CHCSLLC and CHCSLP have guaranteed certain Indebtedness of Parent under a credit facility with Bank of America and under publically issued notes for which US Bank is the trustee. Notices from Parent to BofA and US Bank relating to the foregoing are required. All such guarantees will be released prior to the Closing.

(vi) The Cat Tech Divestiture Agreement restricts Clean Harbors from investing in a catalyst business outside of North America, Central America, the Caribbean islands, the U.S. Virgin Islands and any islands associated with North America.

(vii) None

(viii) The Cat Tech Divestiture Agreement and the CEDA Purchase Agreement

(ix) **Customers**

Top Customers (from Section 3.20)	Customer (Contract Customer)	Contract #	Effective Date	End Date
Shell Canada Products	Shell International Petroleum Company LTD	PT 60632	1/1/2016	12/31/2018
Syncrude Canada Ltd	Imperial Oil	A2011996	2/16/2016	12/31/2016
Imperial Oil	Imperial Oil	A2011996	2/16/2016	12/31/2016
Consumers Co-Operative Refineries Limited	Consumers Co-Op	MSA #0102	2/19/2016	N/A
Suncor Energy Products Partnership	Suncor Energy Products Partnership	20010095	12/8/2014	9/30/2015

ExxonMobil Torrance Refinery	Exxon	A2429524	7/27/2015	N/A
Dow Chemical	Dow Chemical Canada ULC	N/A	1/13/2016	N/A
Dow Chemical	Dow Chemical union Carbide	NA-1061	1/1/2014	12/31/2018
Shell Chemical Company Geismar	Shell International Petroleum Company LTD	PT 60632	1/1/2016	12/31/2018
Shell Canada Energy	Shell International Petroleum Company LTD	PT 60632	1/1/2016	12/31/2018
Proman AG Trinidad Ltd	Proman Project	Quote #2418886	5/7/2016	N/A
Huntsman Petrochemical LLC	Huntsman Petrochemical	VM-3323	8/1/2013	N/A
BP Products North America	BP Cherry Point Refinery	999911	2/1/2015	1/31/2018
Irving Oil Refining G P	Irving Oil	C-2664	4/18/2016	4/17/2018
Suncor Energy Inc.	Suncor Energy Products Partnership	20010095	12/8/2014	9/30/2015
Canadian Natural Resources Limited	Canadian Natural Resource	814615	6/1/2015	5/31/2020

Vendor Contracts

Top Vendor	Quote #	Expiry date
Copper Tip	12580716	12/31/2016
Shep's Labour Management LTD	N/A	12/31/2016
Fast Labour Solutions	N/A	N/A
ResponsAble Staffing	N/A	N/A
Altair Strickland Construction	16.02	N/A

Governmental Authority: None

(x) In the Cat Tech Overseas Divestiture, Clean Harbors agreed to indemnify against certain claims brought by two individuals and fines brought by the Ministry of Commerce of Thailand or the Office of the Board of Investment; and the CEDA Purchase Agreement

(xi) **Bonds and Letters of Credit**

Bond #	IOR#	Entity	Obligee	Description	Amount	Effective Date	Est. Completion Date	Renewal Date
0169448		Clean Harbors Catalyst Technologies	State of California	State of CA Contractors Bond	[redacted]	9/23/15	9/23/16	
0169447		Clean Harbors Catalyst Technologies	State of Indiana	License/Permit Bond Services to Oil Refinery		9/23/15	9/23/16	

990963433	32-0003075	Clean Harbors Catalyst Services LLC	US Customs	Importer Bond for Clean Harbors Catalyst Technologies LLC	[redacted]	2/18/16		2/18/17

(xii) None

(xiii) Clean Harbors Catalyst Technologies, LLC is licensed by Unidense Technology GmbH to use Unidense intellectual property, pursuant to the Settlement Agreement between Unidense Technology GmbH and Clean Harbors Catalyst Technologies LLC, dated November 23, 2010.

Clean Harbors Catalyst Technologies, LLC is licensed by Nichiyo Engineering Corporation to use JE Loader technology as per the Nichiyo Agreement

(xiv) None

(xv) None

Section 3.09(a) – Permitted Encumbrances

CHCSLLC and CHCSLP have guaranteed certain Indebtedness of Parent under a credit facility with Bank of America and under publically issued notes for which US Bank is the trustee. Notices from Parent to BofA and US Bank relating to the foregoing are required. All such guarantees will be released prior to the Closing.

Section 3.09(b) – Real Property

1. Fee Owned Sites:

ADDRESS	OWNER	TITLE REPORT
11208 84th Avenue Fort Saskatchewan, AB T8L 3V7 Plan 9722481, Block 8, Lot 6A	Clean Harbors Industrial Services Canada, Inc.	First American Title Insurance Policy No. 130117001604 January 31, 2013
802 Seaco Court, Deer Park, Texas	Clean Harbors Catalyst Services, LLC	TBD

1) Fort Saskatchewan, AB - Buyer to lease from Seller 100% of leasehold.
2) Deer Park, TX - Seller to transfer property to Clean Harbors Industrial Services, Inc. prior to close and lease 22% of property to Seller.

2. Leased Sites – Locations leased from third parties:

ADDRESS	TENANT	LAND-LORD	LEASE	CURRENT RENT	EXPIRATION DATE
1940 N. Lafayette Court, Units 100 & 200 Griffith, IN 46319	Clean Harbors Catalyst Technologies, LLC	GBC, LLC	Lease Agreement dated May 19, 2009; assigned 12/14/12	[redacted]	05-31-2019
5243 Gateway Drive Geismar, LA 70734	Cat Tech, LLC	WN Holdings, LLC	Lease dated July 31, 2008 – commenced on 7/18/09		07-31-2019
17822 & 18025 S. Broadway Carson, CA 90248	Clean Harbors Industrial Services, Inc.	Sahm Broadway Property, LLC	Standard Industrial/Commercial Single-Tenant Lease – Net dated May 24, 2010; amended 4/28/15		10-31-2020
403A Pacific Avenue, Point Lisas	Clean Harbors Catalyst Services Trinidad Limited	Caribbean Safety Products Limited	Lease Agreement dated May 1, 2015		04-30-2017

Industrial Estate Point Lisas, TT					
Lot No. 65B, Savonetta Estate Point Lisas, TT	Clean Harbors Catalyst Services Trinidad Limited	Saad Anthony Baksh	Agreement of Lease dated February 28, 2016	[redacted]	02-28-2017
560 Griffin Road East Cochrane, AB T4C 1A8	Clean Harbors Catalyst Services, LP acting by and through its General Partner, Clean Harbors Catalyst Services, Ltd.	Koto Holdings, Ltd.	Lease Agreement dated November 1, 1987; amended 5/1/2010; assigned 12/14/12; amended 12/15/15		06-30-2018
1166 Michener Road Sarnia, ON N7S 4B1	Catalyst Canada Services, LP acting by and through its General Partner Catalyst Canada Services, Ltd.	Robert Gladwish and Marlene Jo-Anne Gladwish	Lease Agreement dated February 14, 2013; amended 04/10/13 and 11/20/14		02-28- 2021

1) Griffith, IN - Buyer to sublease to Seller 45% of leasehold.
2) Carson, CA - Seller to sublease to Buyer 47% of leasehold.
3) Sarnia, ON - Buyer to sublease to Seller 15% of leasehold.

Section 3.09(d) – Sufficiency of Assets

The Insurance Policies will remain in the name of the Seller Parties and, following the Closing neither CHCSLLC nor CHCSLP will be entitled to any coverage thereunder.

None of the Permits listed in Section 3.13(b) of the Disclosure Schedules that were issued to any entity other than CHCSLLC or CHCSLP will be transferred to CHCSLLC or CHCSLP, and neither CHCSLLC nor CHCSLP will have any rights under any such permits following the Closing.
The following vehicles, which will be transferred to the Buyer] simultaneously with the Closing pursuant to a Bill of Sale, as provided in Section 7.02(q) of the Purchase Agreement, are currently owned by Affiliates of the Company:

Canada

Vehicle Number	Make	Asset type	VIN	Owner/Titleholder
Se24155	FREIGHTLINER	FLATBED(STJ)	1FVACXDC75HN53637	CLEAN HARBORS CATALYST SERVICES LTD
24162	STERLING	GUZZLER	2FZHAZAS12AJ53498	CLEAN HARBORS CATALYST SERVICES LTD
24163	KENWORTH	TRACTOR	2NKBLE0X6LM925950	CLEAN HARBORS CATALYST SERVICES LTD
24166	STERLING	GUZZLER	2FZHAZAV85AU14723	CLEAN HARBORS CATALYST SERVICES LTD
24173	FREIGHTLINER	FLATBED(STJ)	1FVACXBS69HAC9376	CLEAN HARBORS CATALYST SERVICES LTD
24181	FREIGHTLINER	FLATBED(STJ)	1FVACXBS4BDAW8145	CLEAN HARBORS CATALYST SERVICES LTD
24190	TRAIL	TRLR GOOSENECK	2CU2BJYL9Y2007126	
24179	DODGE	BOX	3D6WD7GL7AG105665	CLEAN HARBORS CATALYST SERVICES LTD
24191	TRAILTECH	TRLR GOOSENECK	2CUDBAYL812008802	CLEAN HARBORS CATALYST SERVICES LTD
24205	HOMEMADE	TRLR UTILITY	2AT41119X4U100485	CLEAN HARBORS CATALYST SERVICES LTD
24206	ROYAL	TRLR LIFE SPT	2S9PL436553015145	CLEAN HARBORS CATALYST SERVICES LTD
24208	STARLINE	TRLR UTILITY	633145	CLEAN HARBORS CATALYST SERVICES LTD
24217	HOMEMADE	TRLR UTILITY	371960	CLEAN HARBORS CATALYST SERVICES LTD
24275	TRAILTECH	TRLR GOOSENECK	2CU4BARL582024965	CLEAN HARBORS CATALYST SERVICES LTD
24274	TRAILTECH	TRLR GOOSENECK	2CU2BAYL282024964	CLEAN HARBORS CATALYST SERVICES LTD
24279	FORD	PICKUP	1FTWW33P86EB05707	CLEAN HARBORS CATALYST SERVICES

				LTD
24281	GMC	PICKUP	1GTHK23U16F119866	CLEAN HARBORS CATALYST SERVICES LTD
24330	HOMEMADE	TRLR_CONVEYOR	CEDAMADE8	CLEAN HARBORS CATALYST SERVICES LTD
24294	GMC	PICKUP	2GTEK13M881124912	CLEAN HARBORS CATALYST SERVICES LTD
24146	INTERNATIONAL	GUZZLER	1HTGLATT5YH639640	CLEAN HARBORS CATALYST SERVICES LTD
24297	FORD	PICKUP	1FTWW33RX8EC70100	CLEAN HARBORS CATALYST SERVICES LTD
24387		TRLR UTILITY		CLEAN HARBORS CATALYST SERVICES LTD
790054	CHARGER	TRLR UTILITY	2DAHC4247CT013536	CLEAN HARBORS CATALYST SERVICES LTD
7911557	FORD	PICKUP	1FTWW31R09EA13080	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
7911561	FORD	PICKUP	1FTWW31R49EA13082	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
24161	INTERNATIONAL	BOX	1HTLCCFP2KH652605	CLEAN HARBORS CATALYST SERVICES LTD
24154	STERLING	TRACTOR(SLEEP)	2FWYSXYB4YAG67992	CLEAN HARBORS CATALYST SERVICES LTD
24157	STERLING	GUZZLER	2FZHAZDE16AV97198	CLEAN HARBORS CATALYST SERVICES LTD
24158	STERLING	GUZZLER	2FZHAZDE57AX71646	CLEAN HARBORS CATALYST SERVICES LTD
24167	FREIGHTLINER	BOX	1FVACXDJ47HX39945	CLEAN HARBORS CATALYST SERVICES LTD
24039	MQ POWER	TRLR GENERATOR	5SLBG14226L001318	CLEAN HARBORS CATALYST SERVICES LTD
24043	TOP HAT	TRLR UTILITY	4R7B0282XBT110844	CLEAN HARBORS CATALYST SERVICES LTD
24171	STERLING	GUZZLER	2FZHAZDE48AY47410	CLEAN HARBORS CATALYST SERVICES LTD
24046	STERLING	GUZZLER	2FZHAZDE97AY05619	CLEAN HARBORS CATALYST SERVICES LTD
24174	FREIGHTLINER	FLATBED(STJ)	1FVACXBS49HAC9375	CLEAN HARBORS CATALYST SERVICES LTD
24183	PETERBILT	GUZZLER	1NPTL70X0CD139917	CLEAN HARBORS CATALYST SERVICES LTD
24064	WELLS CARGO	TRLR LIFE SPT	1WC200G2X72058256	CLEAN HARBORS CATALYST SERVICES LTD
24175	STERLING	FLATBED(STJ)	3F6WK78L69G514598	CLEAN HARBORS CATALYST SERVICES LTD
24184	DIAMOND CARGO	TRLR_ENCLOSED	5UZBE20219D009373	CLEAN HARBORS CATALYST SERVICES LTD

24072	WELLS CARGO	TRLR LIFE SPT	1WC200J25A4073428	CLEAN HARBORS CATALYST SERVICES LTD
24075	TRAILMASTER	TRLR_ENCLOSED	1A9VALX20Z1247090	CLEAN HARBORS CATALYST SERVICES LTD
24189	TRAILTECH	TRLR UTIL RAMP	2CU123JA8Y2007070	CLEAN HARBORS CATALYST SERVICES LTD
24176	STERLING	FLATBED(STJ)	3F6WK78L49G514597	CLEAN HARBORS CATALYST SERVICES LTD
24077	INTERNATIONAL	GUZZLER	1HTGLATT82H542374	CLEAN HARBORS CATALYST SERVICES LTD
24178	FREIGHTLINER	FLATBED(STJ)	1FVACXBS8ADAN9818	CLEAN HARBORS CATALYST SERVICES LTD
24204	ROYAL	TRLR_ENCLOSED	2S9PN436543014053	CLEAN HARBORS CATALYST SERVICES LTD
24198	TRAILTECH	TRLR UTIL RAMP	2ATE0822132013490	CLEAN HARBORS CATALYST SERVICES LTD
24139	GMC	PICKUP	3GTRKVE3XAG165942	CLEAN HARBORS CATALYST SERVICES LTD
24199	TRAILTECH	TRLR UTIL RAMP	2ATE0825932013492	CLEAN HARBORS CATALYST SERVICES LTD
24140	GMC	PICKUP	3GTRKVA36AG167073	CLEAN HARBORS CATALYST SERVICES LTD
24141	GMC	PICKUP	3GTRKVE37AG164571	CLEAN HARBORS CATALYST SERVICES LTD
24200	TRAILTECH	TRLR UTIL RAMP	2ATE0625532013491	CLEAN HARBORS CATALYST SERVICES LTD
24142	GMC	PICKUP	3GTRKVE3XAG162104	CLEAN HARBORS CATALYST SERVICES LTD
24201	TRAILTECH	TRLR GOOSENECK	2CUDBAYL032013494	CLEAN HARBORS CATALYST SERVICES LTD
24143	HOMEMADE	TRLR_CONVEYOR	2AT7010847U201292	CLEAN HARBORS CATALYST SERVICES LTD
24202	TRAILTECH	TRLR GOOSENECK	2CUDBAYL932013493	CLEAN HARBORS CATALYST SERVICES LTD
24213	TUI	TRLR_ENCLOSED	2T9DA4HC6P1057129	CLEAN HARBORS CATALYST SERVICES LTD
24147	INTERNATIONAL	GUZZLER	1HTGLATT91H404857	CLEAN HARBORS CATALYST SERVICES LTD
24203	GREAT DANE	DROP DECK	1GRDM06303M032201	CLEAN HARBORS CATALYST SERVICES LTD
24214	DOEPKER	DROP DECK	2DEDDFZ3721014070	CLEAN HARBORS CATALYST SERVICES LTD
24216	FLEET NECK	TRLR GOOSENECK	46UFU3022R1034084	CLEAN HARBORS CATALYST SERVICES LTD
24148	VOLVO	TRACTOR(SLEEP)	4VG7DAJH6WN743875	CLEAN HARBORS CATALYST SERVICES LTD
24227	ROYAL	TRLR LIFE SPT	2S9PL436093022610	CLEAN HARBORS CATALYST SERVICES

				LTD
24149	INTERNATIONAL	GUZZLER	1HTGLATT62H542373	CLEAN HARBORS CATALYST SERVICES LTD
24218	TRAILTECH	TRLR UTILITY	2CU3BAPM262020070	CLEAN HARBORS CATALYST SERVICES LTD
24152	FREIGHTLINER	FLATBED(STJ)	1FVABTAK63DM15521	CLEAN HARBORS CATALYST SERVICES LTD
24220	TRAILTECH	TRLR UTIL RAMP	2CU3BAPM462020071	CLEAN HARBORS CATALYST SERVICES LTD
24221	TRAILTECH	TRLR GOOSENECK	2CU59ARLX82024122	CLEAN HARBORS CATALYST SERVICES LTD
24153	FREIGHTLINER	PICKUP DUMPBODY	1FVABTAK43DM15520	CLEAN HARBORS CATALYST SERVICES LTD
24270	GMC	CARGO VAN	1GDC4V12X6F428447	CLEAN HARBORS CATALYST SERVICES LTD
24222	GREAT DANE	VAN	1GRAA06288T547754	CLEAN HARBORS CATALYST SERVICES LTD
24273	FREIGHTLINER	FLATBED(STJ)	1FVACXBS2BDAW8144	CLEAN HARBORS CATALYST SERVICES LTD
24223	TRAILTECH	TRLR GOOSENECK	2CU2BAYL082024963	CLEAN HARBORS CATALYST SERVICES LTD
24298	CHEVROLET	SUV	2CNDL23F186016887	CATALYST CANADA SERVICES LTD
24299	STERLING	FLATBED(STJ)	3F6WK68A98G351906	CLEAN HARBORS CATALYST SERVICES LTD
24280	GMC	PICKUP	2GTEK13T661145875	CLEAN HARBORS CATALYST SERVICES LTD
24286	GMC	PICKUP	2GTEK13M371552532	CLEAN HARBORS CATALYST SERVICES LTD
24283	FORD	BOX	1FDXF46P27EB10064	CLEAN HARBORS CATALYST SERVICES LTD
24329	HOMEMADE	TRLR_CONVEYOR	2ATE02116PU305796	CLEAN HARBORS CATALYST SERVICES LTD
24331	TUI	TRLR_ENCLOSED	2T9DB4HC431057790	CLEAN HARBORS CATALYST SERVICES LTD
24334	WELLS CARGO	TRLR LIFE SPT	1WC200J2282063476	CLEAN HARBORS CATALYST SERVICES LTD
24341	WELLS CARGO	TRLR LIFE SPT	1WC200J21A4073426	CLEAN HARBORS CATALYST SERVICES LTD
24374	TRAILER	TRLR_CONVEYOR	CEDAMADE2	CLEAN HARBORS CATALYST SERVICES LTD
79342	FORD	PICKUP	1FTPW14516KB60006	CLEAN HARBORS CATALYST SERVICES LTD
79352	FORD	RACK	1FDAW47R99EA55895	CLEAN HARBORS CATALYST SERVICES LTD
79344	FORD	PICKUP	1FTPW145X6FA86688	CLEAN HARBORS CATALYST SERVICES LTD
24197	GREAT DANE	VAN	1GRAA9629SB103932	CLEAN HARBORS CATALYST SERVICES

				LTD
24372	HOMEMADE	TRLR_CONVEYOR	CEDAMADE1	CLEAN HARBORS CATALYST SERVICES LTD
71111	GMC	PICKUP	1GT120CG6BF174632	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
79353	FORD	RACK	3FRXW65G99V204440	CLEAN HARBORS CATALYST SERVICES LTD
79345	FORD	PICKUP	1FTPW14556KC75191	CLEAN HARBORS CATALYST SERVICES LTD
79354	WELLS CARGO	TRLR LIFE SPT	1WC20062X24045875	CLEAN HARBORS CATALYST SERVICES LTD
79346	FORD	PICKUP	1FTRW14W64FA07662	CLEAN HARBORS CATALYST SERVICES LTD
79359	VAC STAR	W-D HIVAC TRLR	1V9PT293981090012	CLEAN HARBORS CATALYST SERVICES LTD
79349	FORD	PASSENGER VAN	1FMNE11L19DA45570	CLEAN HARBORS CATALYST SERVICES LTD
79351	FORD	RACK	1FDAW47R79EA55894	CLEAN HARBORS CATALYST SERVICES LTD
79753	DOONAN	DROP DECK	1D9BG4824X1208644	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
79959	INTERNATIONAL	GUZZLER	1HTWYSBTX6J234660	CLEAN HARBORS CATALYST SERVICES LTD
791365	CHEVROLET	PICKUP	1GC1KXCG6BF253999	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
80010	FORD	PICKUP	1FT7W2B65CEA74192	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
791112	BEOTHUCK	TRLR UTIL RAMP	2T9FT8H20B1417299	CLEAN HARBORS CATALYST SERVICES LTD
791362	CHEVROLET	PICKUP	1GC1KXCG8BF261893	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
24044	TOP HAT	TRLR UTILITY	4R7B02821BT110845	CLEAN HARBORS CATALYST SERVICES LTD
24180	PETERBILT	TRACTOR(SLEEP)	1XPTD40X1AD104415	CLEAN HARBORS CATALYST SERVICES LTD
79356	BADGER	TRLR_CONVEYOR	509	CLEAN HARBORS CATALYST SERVICES LTD
79355	VANTAGE	TRLR_CONVEYOR	21958A	CLEAN HARBORS CATALYST SERVICES LTD
79557	INTERNATIONAL	GUZZLER	1HTWYSBT47J399296	CLEAN HARBORS CATALYST SERVICES LTD
79825	PACE AMERICAN	TRLR LIFE SPT	47ZWB20249X062740	CLEAN HARBORS CATALYST SERVICES LTD
79745	BEOTHUCK	TRLR_ENCLOSED	2T9CT8E2581416679	CLEAN HARBORS CATALYST SERVICES LTD
79956	INTERNATIONAL	GUZZLER	1HTWYSBT27J399295	CLEAN HARBORS CATALYST SERVICES LTD

79836	FORD	PICKUP	1FDXW46F23EA29485	CLEAN HARBORS CATALYST SERVICES LTD
79811	TUI	TRLR LIFE SPT	2T9DC4MFX41057065	CLEAN HARBORS CATALYST SERVICES LTD
79944	BELU	TRLR GOOSENECK	2T9FG8H3481416680	CLEAN HARBORS CATALYST SERVICES LTD
24156	FREIGHTLINER	GUZZLER	1FVHC5CV76HV44119	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
24028	FORD	GUZZLER	1FDZW90T5SVA33873	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
24037	MQ POWER	TRLR GENERATOR	5SLBG14246L001305	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
24159	INTERNATIONAL	GUZZLER	1HTWYSBT19J164292	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
24170	PETERBILT	FLATBED(STJ)	1NPTL4DX48N756253	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
24160	GMC	PICKUP	3GTRKVE35AG265172	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
24079	STERLING	GUZZLER	2FZHAZDE17AY46472	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
24138	FORD	PASSENGER VAN	1FBSS3BL6ADA33899	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
24209	HOMEMADE	TRLR_CONVEYOR	RBT07P970709CAT	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
24226	LANDOLL	DROP DECK	1LH930VH261B14695	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
24228	ATLAS	TRLR_ENCLOSED	5HCKU1018CE024271	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
24151	FREIGHTLINER	GUZZLER	1FVHBGCVX4HM12399	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
24229	ATLAS	TRLR_ENCLOSED	5HCKU1016CE024270	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
24278	FORD	RACK	1FDWW37P85EC17671	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
24285	FORD	RACK	1FDWW37P87EB20859	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
24291	GMC	PICKUP	2GTEK13M271709855	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
24323	TRAILER	DROP DECK	1TTF5320721067900	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
24328	WELLS CARGO	TRLR LIFE SPT	1WC200L2744053554	CLEAN HARBORS CATALYST CANADA SERVICES LTD
24292	FORD	RACK	1FDWW37R68EB75037	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
24293	FORD	PICKUP	1FTSW21548EB65304	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
24284	FORD	PICKUP	1FTPW14537FA21327	CLEAN HARBORS ENERGY AND

				INDUSTRIAL SERVICES CORP
24333	WELLS CARGO	TRLR LIFE SPT	1WC200J2752054445	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
24369	WELLS CARGO	TRLR LIFE SPT	1WC200G2X82063474	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
24370	FREIGHTLINER	TRACTOR	1FUJA6CV25LN97985	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
24371	FREIGHTLINER	TRACTOR	1FUJA6CV05LN97984	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
79361	FREIGHTLINER	RACK	1FVACXBS48HAA8024	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
79536	ATLAS	TRLR_ENCLOSED	5HCKU1420BE020765	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
79808	INTERNATIONAL	GUZZLER	1HTWYSBT17J399434	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
CH1039	CARGO MATE	TRLR_ENCLOSED	4X4TCMT254N041624	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
24172	PETERBILT	TRACTOR	1XPFDB0X64D816649	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
24137	FORD	PICKUP	1FTFW1EV3AFB52260	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
79824	PACE AMERICAN	TRLR MOBILEHLTH	47ZWB20225AX066848	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
79835	FORD	PASSENGER VAN	1FBSS31F62HB82030	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
79974	TRIP DYN	TRLR SCREENER	RS1975TI	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
79848	FORD	PICKUP	1FTSW21P06EA31193	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
79849	FORD	PICKUP	1FTRW12W76FA02654	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
79975	VECTOR	W-D HIVAC TRLR	V9PT323571090006	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
79817	PACE AMERICAN	TRLR MOBILEHLTH	47ZAB16263X023229	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP
79976	INTERNATIONAL	GUZZLER	1HTWYAHT14J018632	CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP

United States

Vehicle Number	Make	Model	VIN	Owner/Titleholder
4281	FREIGHTLINER	CL120	3ALXA7CG0FDGJ1845	CLEAN HARBORS ENVIRONMENTAL SERVICES INC

24004	CHEVROLET	3500	1GCJK83639F171784	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24006	CHEVROLET	1500	3GCRKREA7AG132564	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24008	PJ		4P5FD242191128525	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24009	WELLS CARGO		1WC200L2644052024	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24010	WELLS CARGO		1WC200H2082063434	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24012	P J TRAILER MFG	GN	1T9FS282131105368	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24014	FORD	F350	1FT8W3CT4BEC35922	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24015	FORD	F150	1FTFW1CF4BFA44503	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24016	FORD	F150	1FTFW1CF8BKD49316	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24017	CHEVROLET	1500	3GCEC13J88G127061	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24022	STERLING	L9500	2FZHAZDE97AY05605	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24023	TJ	UTILITY	1T9FS282831105366	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24024	ADVAN		1A9VALX22Z1247091	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24025	TIMBER WOLF		1WC200L2044052326	CATALYST SVC INC w/ lh ROYAL BK CANADA
24026	WELLS CARGO		48FCJ2221X1003865	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24027	STERLING	L9500	2FZHAZAN13AK40832	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24034	FREIGHTLINER	FLD120	1FUYDCYB6RH652157	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24035	INTERNATIONAL	8100	1HTHBADN1RH584760	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24038	MQ POWER		5SLBG142X6L001308	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24041	WILS		4WWFGB6B9YN604072	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24042	TOP HAT		4R7B02828BT110843	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24048	TRAIL MASTER		5BEBF32237C148354	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24049	DOONAN		1D9BG482581609251	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24050	CHEVROLET	C5	1GBE5E12X6F416393	CLEAN HARBORS ENVIRONMENTAL

				SERVICES INC
24052	FORD	F350	1FTWW32P47EA79271	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24055	CHEVROLET	3500 HD	1GCJC33688F136155	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24056	CHEVROLET	3500 HD	1GCJC33648F136959	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24058	CHEVROLET	1500 LTZ	3GCEC13J88G208397	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24059	CHEVROLET	TAHOE	1GNFC13058R188287	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24060	CHEVROLET	3500 HD	1GCHK33628F202524	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24062	CHEVROLET	3500	1GCHK83609F161499	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24065	WELLS CARGO		1WC200G2862058254	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24066	WELLS CARGO		1WC200L2344052028	CATALYST SVC INC
24067	WELLS CARGO		1WC200G2182063475	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24069	WELLS CARGO		1WC200J2552054444	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24070	GUZZLER		RGMI174800871088	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24073	MQ POWER		1E9GF1527AR153064	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24078	INTERNATIONAL	7600	1HTWYAXT54J018635	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24080	INTERNATIONAL	8600	1HSHXAHR47J432707	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24082	INTERNATIONAL	8100	1HTHBATN8XH699631	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24084	FORD	F350	1FTWX32F3XEB93802	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24086	FORD	F350	1FTWW33F3YEB27513	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24088	CHEVROLET	3500	1GCHK33668F118660	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24090	CHEVROLET	3500	1GCHK33608F133476	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24091	CHEVROLET	3500	1GCHK83639F158449	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24092	CHEVROLET	3500	1GCHK83649F124021	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24093	CHEVROLET	3500 HD	1GCHK83609F177993	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24094	CHEVROLET	1500	3GCRKREA9AG127849	CLEAN HARBORS ENVIRONMENTAL

				SERVICES INC
24096	BRIDEGROOM	D012	BSI03200424BL0396	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24098	ASM	SE	MVIN208180IND	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24099	GUZZLER	2646	RGM1265600710688	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24100	FONTAINE		13N1482C7T1570456	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24101	ATG		1A9VALX24Z1247092	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24102	AVA		1A9VALX2041247759	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24103	AMERICAN ENGINEERING		1A9500F2X91270038	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24105	WELLS CARGO		1WC200J2952054446	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24109	TIMBER WOLF		48FCJ2223X1003849	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24111	WELLS CARGO		1WC200L2444052328	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24113	BRIDEGROOM		BSI03200324BL0375	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24115	BRIDEGROOM		BSI08200728BL0444	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24117	FORD	F350	1FTWW32P46EC36635	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24118	CHEVROLET	2500	1GCHK23638F116438	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24119	CHEVROLET	1500	3GCEC13J78G149973	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24123	FORD	E350 XL	1FBSS3BL4BDA81340	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24124	STERLING	L9500	2FZHAZDEX9AAH6774	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24125	INTERNATIONAL	F2674	1HTGLATT42H542372	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24126	P J TRAILER MFG	UTILITY	1T9FS282X31105367	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24127	WELLS CARGO		1WC200L2144052027	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24128	WELLS		1WC200L2844052025	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24129	ADVAN		1A9VALX24Z1247089	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24130	FORD	F150	1FTPW12547KB21169	CLEAN HARBORS ENVIRONMENTAL SERVICES INC

24131	FORD	F150	1FTPW12576FA23440	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24132	CHEVROLET	1500	3GCEC23J99G122197	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24133	CHEVROLET	1500	3GCEC23J39G184016	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24134	CHEVROLET	1500	3GCEK23369G147210	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
24135	CHEVROLET	1500	1GCEC29C49Z275465	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79048	VECTOR	DV-145	1V9PT293991090013	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79150	VECTOR	DV14570	1V9PT293681090010	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79152	VECTOR	DV14570	1V9PT293881090011	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79709	AZTEC	DD TRAILER	1A9BR4B38SM100859	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79718	TRIK	TRAILER	1KKVE4523CL001810	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79731	FORD	LTL9000	1FTYA90U0VVA03398	CAT TECH INC
79736	FREIGHTLINER	C120	1FUJBBCG81LF43174	CAT TECH INC
79737	FREIGHTLINER	ST120	1FUJBBCG52LJ79732	CAT TECH INC
79738	FREIGHTLINER	ST120	1FUJBBCG42LJ79950	CAT TECH INC
79739	PACE AMERICAN	FLATBED	47ZAB16293X023208	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79742	EAGER BEAVER	FLATBED	112HZN3127L073392	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79744	FONTAINE	FLATBED	13N24830771542932	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79748	FONTAINE	FLATBED	13N248302L1549507	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79749	PRO-PULL	32 FT GN	5WJVN32399L000296	ARC SPECIALTY LLC
79750	PRO-PULL	32FT GN	5WJVN32399L000295	ARC SPECIALTY LLC
79794	DUAT	FORKLIFT TRAILER	1H9D1212OTS000365	CAT TECH INC
79803	INTERNATIONAL	GUZZLER VAC TRUCK	1HTWYAHTX4J089893	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79804	INTERNATIONAL	7600 SBA 6X4	1HTWYAHT86J219852	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79805	INTERNATIONAL	GUZZLER VAC TRUCK	1HTWYSBT16J234661	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79806	INTERNATIONAL	GUZZLER VAC TRUCK	1HTWYSBT67J399297	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79807	INTERNATIONAL	GUZZLER VAC TRUCK	1HTWYSBT37J399435	CLEAN HARBORS ENVIRONMENTAL SERVICES INC

79823	PACE AMERICAN	UT	47ZWB20289X062739	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79828	PACE AMERICAN	LIFE SUPPORT TRAILER	47ZAB18268X054775	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79830	PACE AMERICAN	LIFE SUPPORT TRAILER	47ZWB20269X063128	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79843	FORD	F150	1FTPW12585KC35205	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79858	FORD	F250	1FTSW20P57EA32178	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79861	FORD	F250	1FTSW20R18EE21922	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79862	FORD	F250	1FTSW20R78EE15896	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79864	FORD	F250	1FTSW20R08EE59190	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79865	FORD	F250	1FTSW20R28EE59191	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79868	FORD	F250	1FTSW21R28EE13889	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79870	FORD	F250	1FTSW20R88ED13801	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79872	FORD	F250	1FTSW20RX9EA70302	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79873	FORD	F250	1FTSW21R69EA31947	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79874	FORD	F250	1FTSW20R99EA64782	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79875	FORD	F250	1FTSW20R79EA64781	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79877	FORD	F250	1FTSW20R39EA64776	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79906	FREIGHTLINER	C120	1FUJBBCG51F43181	CAT TECH INC
79908	MACK	CH613	1M2AT04C07M005004	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79935	HOMEMADE	screener trailer	KYT19220	CAT TECH INC
79940	KINERGY	Screener	KDSN36HDDT4	CAT TECH INC
79945	PRO-PULL	FLATBED	5WJUT30229L000264	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79962	MACK	CTP713	1M2AT04C97M005003	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79965	VECTOR	VAC TRAILER	1V9PT323X71090003	CAT TECH LLC
79966	VECTOR	VAC TRAILER	1V9PT323071090004	CAT TECH LLC
79967	VECTOR	VAC TRAILER	1V9PT323371090005	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
79968	VECTOR	VAC TRAILER	1V9PT323871090002	CLEAN HARBORS ENVIRONMENTAL

				SERVICES INC
79986	EAGER BEAVER	TRAILER	112HZN3147L073393	CAT TECH
80191	FORD	E350	1FBSS3BL2CDA37810	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
80192	FORD	E350	1FBSS3BL3CDB12630	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
80371	FORD	F150	1FTFW1ET6DKD91277	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
791275	FORD	F250	1FTSW20R98EE15897	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
791284	FORD	F250	1FTSW21R79EA34081	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
791285	FORD	F250	1FTSW20R59EA64777	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
791291	FORD	F250	1FTSW20R79EA64778	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
791427	FORD	E350	1FBSS31S15HA61939	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
791428	FORD	E350	1FBSS31S05HA52696	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
791429	FORD	E350	1FBSS31L38DA14643	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
791431	FORD	E350	1FBSS31L78DA14645	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
791432	FORD	E350	1FBSS31L18DA14642	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
791433	FORD	E350	1FBSS31L48DA76648	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
791620	FORD	F450	1FDXW46F23EA12864	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
791624	FORD	F550	1FDAW56P55EC98426	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
791637	FORD	F550	1FDAW56P76ED35915	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
791638	FORD	F450	1FDXW46P36EB35571	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
791645	FORD	F550	1FDAW56RX8EA83260	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
791648	GMC	7500	1GDK7E1B37F424552	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
791649	FORD	F550	1FDAW56R58EC55677	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
791650	FORD	F550	1FDAW56R81EC55675	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
791651	FORD	F550	1FDAW56R38EC55676	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
791653	FORD	F650	3FRNW65X38V676879	CLEAN HARBORS ENVIRONMENTAL

				SERVICES INC
791654	FORD	F650	3FRNW65XX8V676880	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
791656	FORD	F650	3FRNW65X98V058871	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
791657	FORD	F650	3FRWW65G39V165243	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
791658	FORD	F650	3FRWW65G19V165368	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
791812	AZTEC	FLATBED	1AZBG1B39G1017373	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
791815	HUDSON	FLATBED	10HHTD1D6J1000041	N/A
791906	TRIK	DRUM DUMPER	0N9S2D8E120071481	CAT TECH INC
791908	KENTUCKY	TRAILERMIS	1KKVE4822EL069949	CAT TECH INC
791927	PACE AMERICAN	LIFE SUPPORT TRAILER	47ZAB182X8X054777	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
794276	CHEETAH		5EF3SC40X5B763258	
7911588	UTILITY TRL	FLATBED	E734624	CLEAN HARBORS
7911592	EAGER BEAVER	Trailer	OP125B210K8E950R6	CAT TECH INC
7911596	CUSTOM	FLOAT	TRAILER	CATALYST SVC INC
CH1046	AMERICAN ENGINEERING	820 DECON	1A9500M28C1270033	CLEAN HARBORS ENVIRONMENTAL SERVICES INC
CH1056	PAC	UTILITY	1P9UF1424DN144893	CLEAN HARBORS ENVIRONMENTAL SERVICES INC

Section 3.10(a) – Company IP Registrations and Company Intellectual Property

1. Trademarks:

MARK	COUNTRY	APPLICATION NO. & FILING DATE	REGISTRATION NO. & REGISTRATION DATE	RENEWAL DATE	STATUS
CATcap	CA	1,161,010 December 4, 2002	TMA 655,570 December 21, 2005	December 21, 2020	Registered
SAMS	CA	1,412,400 September 26, 2008	TMA 761,634 March 12, 2010	March 12, 2025	Registered
CATcap	EM	2,934,834 November 15, 2002	2,934,834 February 8, 2005	November 15, 2022	Registered
CATCAP	US	78/191,958 December 6, 2002	2,925,821 February 8, 2005	February 8, 2025	Registered
ARC	US	77/660,528 January 30, 2009	3,785,813 May 4, 2010	November 4, 2016	Registered
SAMS	US	77/431,693 March 26, 2008	4,029,098 September 20, 2011	September 20, 2017	Registered
SOFTLOAD	US	85/273,828 March 22, 2011	4,044,655 October 25, 2011	October 25, 2017	Registered
BREATHING SYSTEMS INTL	US	85/925,362 May 7, 2013	4,458,483 December 31, 2013	December 31, 2019	Registered

SOFTLOAD	WP	September 22, 2011	1,093,759 September 22, 2011	September 22, 2021	Registered

2. Patents

TITLE	COUNTRY	APPLICATION NO. & FILING DATE	PATENT NO. & REGISTRATION DATE	STATUS
REACTOR TUBE LOADING DEVICE	US	09/309,324 May 11, 1999	6,409,977 June 25, 2002	Issued
PROCESS FOR LOADING A REACTOR	US	10/068,200 March 29, 2002	6,905,660 June 14, 2005	Issued
MEASURING CATALYST(S) FOR FILLING REACTOR TUBES IN REACTOR VESSELS	US	10/609,081 June 27, 2003	6,981,529 January 3, 2006	Issued
PROVIDING AUTOMATED DELIVERY OF CATALYST AND/OR PARTICULATE TO ANY FILLING SYSTEM DEVICE USED TO FILL TUBES	US	11/643,227 December 21, 2006	7,309,201 December 18, 2007	Issued
CLEANING AND/OR INSPECTING ROBOT FOR HAZARDOUS ENVIRONMENTS INCLUDING CATALYST REMOVAL	US	10/743,921 December 23, 2003	7,434,601 October 14, 2008	Issued
MEASURING CATALYST(S) FOR FILLING REACTOR TUBES IN REACTOR VESSELS	US	11/316,502 December 22, 2005	7,439,455 October 21, 2008	Issued
FILLING TUBES WITH CATALYST AND/OR OTHER PARTICULATE	US	11/388,485 March 24, 2006	7,673,660 March 9, 2010	Issued

METHOD AND APPARATUS FOR LOADING CATALYST	US	11/377,798 March 16, 2006	7,712,490 May 11, 2010	Issued
METHOD FOR THE FILLING OF PARTICULATE MATERIAL IN VERTICAL TUBES	US	11/578,173 October 11, 2008	7,753,086 July 13, 2010	Issued
METHOD AND APPARATUS FOR LOADING CATALYST	US	10/554,065 December 14, 2006	7,770,613 August 10, 2010	Issued
METHODS AND APPARATUS FOR DENSE PARTICLE LOADING	US	11/683,012 March 7, 2007	7,987,879 August 2, 2011	Issued
CATALYST LOADING SYSTEM	US	11/756,961 June 1, 2007	8,025,472 September 27, 2011	Issued
CATALYST LOADING SYSTEM	US	13/039,094 March 2, 2011	8,287,227 October 16, 2012	Issued
PROVIDING AUTOMATED DELIVERY OF CATALYST AND/OR PARTICULATE TO ANY FILLING SYSTEM DEVICE USED TO FILL TUBES	TT	TT/A/2008/00139 December 21, 2006	N/A	Pending
METHOD AND APPARATUS FOR LOADING CATALYST	TT	TT/A/2008/00199 March 9, 2007	N/A	Pending
FILLING TUBES WITH CATALYST AND/OR OTHER PARTICULATE	TT	TT/A/2007/00230 March 24, 2006	N/A	Pending
CATALYST LOADING SYSTEM	TT	TT/A/2009/00198 June 2, 2008	N/A	Pending
METHOD AND APPARATUS FOR LOADING CATALYST	TT	TT/A/2005/00169 April 21, 2004	TT/P/2008/00056 September 24, 2008	Issued
MEASURING CATALYST(S) FOR FILLING REACTOR TUBES IN REACTOR VESSELS	CA	2,433,918 June 27, 2003	2,433,918 May 27, 2008	Issued

REACTOR TUBE LOADING DEVICE	CA	2,271,350 May 10, 1999	2,271,350 January 20, 2009	Issued
METHOD AND APPARATUS FOR LOADING CATALYST	CA	2,644,976 March 9, 2007	2,644,976 June 14, 2011	Issued
METHOD FOR THE FILLING OF PARTICULATE MATERIAL IN VERTICAL TUBES	CA	2,511,490 September 24, 2003	2,511,490 November 15, 2011	Issued
METHOD AND APPARATUS FOR LOADING CATALYST	CA	2,534,865 April 21, 2004	2,534,865 January 10, 2012	Issued
A CLEANING AND/OR INSPECTING ROBOT FOR HAZARDOUS ENVIRONMENTS INCLUDING CATALYST REMOVAL	CA	2,510,549 December 23, 2003	2,510,549 March 13, 2012	Issued
FILLING TUBES WITH CATALYST AND/OR OTHER PARTICULATE	CA	2,602,955 March 24, 2006	2,602,955 July 2, 2013	Issued
PROVIDING AUTOMATED DELIVERY OF CATALYST AND/OR PARTICULATE TO ANY FILLING SYSTEM DEVICE USED TO FILL TUBES	CA	2,635,141 December 21, 2006	2,635,141 December 2, 2014	Issued
CATALYST LOADING SYSTEM	CA	2,688,424 June 2, 2008	2,688,424 April 26, 2016	Issued

Section 3.10(b) – Company IP Agreements

Clean Harbors Catalyst Technologies, LLC is licensed by Unidense Technology GbBH to use Unidense IP as per the Unidense Settlement 2010N

Clean Harbors Catalyst Technologies, LLC is licensed by Nichiyo Engineering Corporation to use JE Loader technology as per the Nichiyo Agreement

Section 3.10(c) – IP Beneficial Ownership

There is an ongoing obligation under the "Catalyst Sales Agreement" from the CAT Tech overseas sale (2012)

Section 3.11 - Insurance

Current policies

Coverage	Carrier	Coverage info	Entities covered
General Liability	[redacted]		All US CH entities
General Liability (CDN)			All CN CH entities
Automobile			All US CH entities

Automobile (CDN)	[redacted]	All CN CH entities
WC and Employers Liability		All US CH entities
Umbrella liability		All CH entities
Professional Environmental Consultants		All CH entities
Professional Environmental Consultants (CDN)		All CN CH entities
Automobile Liability and Excess Liability		Clean Harbors Catalyst Services Trinidad Limited
Workers Compensation and Employers Liability		Clean Harbors Catalyst Services Trinidad Limited
Special Type-Industrial		Clean Harbors Catalyst Services Trinidad Ltd.

	[redacted]	
Public Liability		Clean Harbors Catalyst Services Trinidad Limited
Personal Accident Insurance		Clean Harbors Catalyst Services

Claims over $100k

File Number	Claimant	Status	Coverage	ST	Litigation Ind	Date - Event	Accident Description	Net Incurred (USD)	Net Outstanding (USD)
C135C7247108	CARRIER; ROBERT J	OPENED	Workers Compensation	TX	No	11/19/2013	STRUCK BY MOTOR VEHICLE HIT AND RUN SERIOUS HEAD INJURY RESULT IS BRAIN DAMAGE OR COMA	[redacted]	
C494C4541086	BALBUENA;JOSEPH	OPENED	Workers Compensation	PA	Yes	6/23/2015	FATALITY AT CUST. JOB SITE PHILA. USING VACUM TYPE TRUCK DEATH (NOC)		
C877C1737736	LEWIS; KEVIN S	OPENED	Workers Compensation	IN	No	1/5/2016	EMPLOYEE WAS LIFTING A FIRE EXT. FROM THE BED OF A TRUCK. LS STR, RADICULOPATHY, DDD, RT SHOULDER		
6A901600861201	BALBUENA; JOSEPH	OPENED	General Liability	PA	Yes	6/23/2015	EE STRUCK BY FLYING OBJECT ACE FILE JY15J0390379 MICHAEL RIVAS 470-539-5318		

Self-insurance and Co-insurance Programs

Professional Environmental Consultants policy listed above (Policy COO G27416603001) has a $250,000 SIR.

Section 3.12(a) – Actions

Matter Name	Matter Description
CEDA International Corporation, CEDA Catalyst Canada Services Ltd., Catalyst Services, Inc., Catalyst Canada Services LP, Catalyst Services Trinidad Limited	Indemnification claim for Breaches of November 19, 2012 SPA warranties by CEDA International Corporation, CEDA Catalyst Canada Services Ltd., Catalyst Services, Inc., Catalyst Canada Services LP, Catalyst Services Trinidad Limited ("Sellers") and Clean Harbors Industrial Services Canada, Inc., and Clean Harbors Catalyst Technologies, LLC ("Buyer"). Two separate claims were involved. First, pre-closing deductions taken by the Sellers for Trinidad tax purposes were disallowed (PAYE tax issue). Second, Canadian authorities audited Trinidadian workers performing work in Canada under the Temporary Foreign Workers' (TFW) program. As a result of information obtained in this audit, the Company has concluded that it failed to withhold sums from Trinidadian workers in accordance with US and Canadian law. The Company has recorded charges related to this contingent liability.
Harvey (Dalton & Devon) vs. Clean Harbors Catalyst Services, LLC, et al. including Clean Harbors Industrial Services, Inc., Dfts.	Alleges facial injuries due to explosion at Air Products facility; alleges CH failed to properly seat/tighten a pressure test plug and attach safety tether. DOI: 1/15/2015 Locus: Convent, LA
Process Service Specialists, L.L.C, Pltf. vs. Clean Harbors Catalyst Services, L.L.C., Dft.	PSS has brought suit alleging monies owed on turn around project at the Valero facility in LA, claiming $53,926.80 in damages.
Lucille Balbuena, Administratrix of the Estate of Joseph Balbuena, Pltf. vs. Clean Harbors Environmental Services, et al., Dfts	Alleges wrongful death to CH employee as result of work site accident at PGW facility on 6/23/2015. Workers compensation claim filed and being managed by Risk Management. Third party writ of summons (PA process putting potential parties on notice of litigation) filed 3/4/2016. Formal complaint not yet filed.

See "Claims over $100k" listed in Section 3.11 above, which claims are incorporated by reference in this Section 3.12(a) .

Section 3.12(b) – Governmental Orders

Secretary of Labor v. Clean Harbors Environmental Services, Inc., et. al.	OSHRC No. 16-0440

Section 3.13(b) – Permits

1) Business License issued by the City of Fort Saskatchewan for **Clean Harbors Catalyst Services, LP**.

2) Business License issued by Cochrane for **Catalyst Canada Services LP**.

3) Business License issued by the Town of Griffith, Lake County, Indiana to **Clean Harbors Catalyst Services**.

4) Certificate of Occupancy issued by the Town of Griffith, Indiana to Boyer Construction/Catalyst Services.

5) Business License issued by the City of Carson, California for **Clean Harbors Industrial Services Inc**. *[Note: Catalyst operates under this license though it is not in their name]*

6) Active License issued by Contractors State License Board of the State of California to **Clean Harbors Environmental Services, Inc**
[Note: Catalyst operates under this license though it is not in their name.]

7) Business Tax Certificate issued by the City of Carson, California to **Clean Harbors Industrial Services, Inc**. *[Note: Catalyst operates under this license though it is not in their name.]*[Certificate of Amendment by the Republic of Trinidad and Tobago to **Clean Harbors Catalyst Services Trinidad Limited** under the Companies Act of 1995.

8) Certificate of Incorporation by the Republic of Trinidad and Tobago to **Catalyst Services Trinidad Limited** under the Companies Act of 1995

9) Certificate of Registration to **Clean Harbors Catalyst Services Trinidad Limited** by the National Insurance Board of Trinidad & Tobago under the National Insurance Act

10) Safe to Work (STOW) Certificate of Conformance to **Clean Harbors Catalyst Services Trinidad Limited** by the STOW Implementation Board for conformance with STOW Health, Safety and Environment Minimum Requirements at the High Risk Level, Onshore. Value Added Tax Certificate of Registration to **Clean Harbors Catalyst Services Trinidad Limited** for registration under the provisions of the Value Added Tax Act by the Board of Inland Revenue

11) The State of Louisiana, State Licensing Board for Contractors certified that Clean Harbors Catalyst Technologies, LLC is licensed in the following area -- Specialty: Installation of Equipment, Machinery and Engines; Specialty: Vacuum and Catalyst Handling Services/Sulfuric Acid Plant Maintenance, Decoking Operations, Pigging, Deslagging. License Number 40526.

Section 3.14(b) – Environmental Permits

1) Not an environmental permit in the name of Catalyst Technologies. The California Air Resources Board, Statewide Portable Equipment Registration Numbers 149758, 149759 and 126853 (pending renewal) for **Clean Harbors Catalyst Technologies, LLC**.

Section 3.14(d) - Small Releases

There have been several small releases since 2012, none of which are expected to lead to any long term environmental liability.

Date	Branch	Description
3/7/2012	CAT SERVICES - LOUISIANA	During hydro-blast cleaning of RX 11002 at Excel Paralube job in West Lake, LA, approximately 3 gallons of passivation solution (Demineralized water and soda ash) spilled onto the ground. Reports were made to Excel operations and safety department.
5/8/2012	CAT TECH SW REGION	Catalyst crew was in the process of dumping non-pyrophoric catalyst out of reactor # V-102 into an open-top roll-off dumpster. During the process, a small amount of Catalyst spilled over the side of the roll-off dumpster and onto the wooden mats that the dumpster was sitting on. The catalyst crew immediately cleaned up the catalyst and continued with catalyst dumping activities without reoccurrence or further issue.
6/11/2013	Cat Tech - Indiana	While unloading Vessel R-404, the flo-bid was slightly overloaded. During transport to the holding area, the driver negotiated a speed bump, resulting in the loss of liquid/material from the top of the bin. The containers do not have lids. Oil dry was applied and area cleaned. A stand down was executed and all employees were advised to fill the bins no more than ¾ full.
2014-04-27	QH - Cat Services - Fort Sask	A crew was vacuuming out the PSA and when they started to change out bins they notice that there was an antifreeze leak under the vacuum truck. The operator shutdown the truck right away and contained the spill with absorbent and shoveled it into a drum.
2014-05-08	QH - Cat Services - Fort Sask	While working inside the vessel the employee noticed his pigtail was leaking. All worked was stopped, the RET immediately came out of the vessel, and the helmet was taken out of service. Investigation to follow.
2015-06-04	1V - Cat Services - Indiana	While loading an inoperable vac truck onto a trailer, the hydraulic lines were broken causing a release of hydraulic oil onto the trailer and ground.
2015-06-26	QH - Cat Services - Fort Sask	While loading support into the hopper some support material spilled onto the top deck of the reactor.
2015-09-22	QH - Cat Services - Fort Sask	Employee was transporting catalyst bags from trailer to unit and one bag had a hole resulting in catalyst spill
2015-09-15	QH - Cat Services - Fort Sask	Operator was loading spent catalyst bags on to a flatbed trailer and when being signaled by the 3rd party truck driver the bag tipped off the truck spilling approximately 2 cubic feet of material from the top of the bag. Cleaned and up and disposed of a

Section 3.15(a) – Benefit Plans

US and Canada Health and Welfare

Benefit	US	Canada	Canada Boilermakers Union
Health	BlueCross BlueShield of MA	Desjardins	Boilermakers Union
Vision	VSP	Desjardins	Boilermakers Union
Dental	Delta Dental	Desjardins	Boilermakers Union
Prescription drug plan	CVS/Caremark	Desjardins	Boilermakers Union

Health spending account	Conexis	Desjardins	*None*
Short term disability	Liberty Mutual	Desjardins	Boilermakers Union
Long term disability	Liberty Mutual	Desjardins	Boilermakers Union
Accidental dismemberment & death	Liberty Mutual	Desjardins	ACE INA (AB10456701)
Life	Liberty Mutual (Optional)	Desjardins	Manulife (10036)
Employee Family Assistance Program	ComPsych	GuidanceResources	Family Services Employee Assistance Program (TOBoiler)
Travel Insurance	BUPA (will change to UHC as of 9/1/16)	BUPA (will change to UHC as of 9/1/16)	Manulife Financial (Active members, 10036); Royal & Sun Alliance Company of Canada (Other retiree, 1123593); BUPA (will change to UHC as of 9/1/16)
Retirement	401(k) plan, Prudential (no matching)	Registered Retirement Savings Plan (RRSP) and Deferred Profit Sharing Plan (DPSP), Sun Life Financial	Boilermakers Union Pension

Trinidad Health and Welfare

Benefit	Trinidad
Hospital Benefits (Daily room & board, hospital services)	Beacon Insurance Company Limited
Surgical & Anesthesia Benefits	Beacon Insurance Company Limited
Doctor's Visits Benefits (Office & home visits)	Beacon Insurance Company Limited
Specialists Visit (on referral)	Beacon Insurance Company Limited
Diagnostic X-Ray & Lab Benefits	Beacon Insurance Company Limited
Prescribed Drugs Benefits	Beacon Insurance Company Limited
Physiotherapy Benefit	Beacon Insurance Company Limited
Maternity Benefit	Beacon Insurance Company Limited
Preventitive Care Benefits (e.g., Annual examination, mammogram)	Beacon Insurance Company Limited
Vision	Beacon Insurance Company Limited (Desjardins when travelling to Canada)
Dental	Beacon Insurance Company Limited (Desjardins when

	travelling to Canada)

US, Canada, and Trinidad Retention, Incentive, and Leave

Benefit	US	Canada	Canada Boilermakers Union	Trinidad
Stock option	*None*	*None*	None	*None*
Restricted stock	One employee has outstanding shares in Clean Harbors, Inc. based on one-off grants in June 2011 and Aug 2014	*None*	None	
Stock appreciation right	*None*	*None*	None	*None*
Phantom equity	*None*	*None*	TBD	*None*
Change in control	*None*	*None*	TBD	*None*
Severance	*None*	*None*	TBD	*None*
Cafeteria	As per CH policy, revised as of 1 Jan 2013	*None*	TBD	As per CH policy, revised as of 1 Jan 2013
Savings	*None*	*None*	TBD	*None*
Vacation	Vacation as per CH policy (HR 3.6, version 9, 01-15-15)	Vacation as per CH policy (HR 3.7, version 3, 01-15-15)	As per CBA	Vacation as per CH policy (HR 3.6, version 9, 01-15-15)
Paid time off	Sick leave as per CH policy (HR 3.4, Version 6, 06-24-2016); Personal Time as per CH policy (HR 3.8, version 6, 01-01-14); Leave of Absence as per CH policy (HR 4.8, Version 8, 04-15-16); Small Necessities Leave as per CH policy (HR 4.1, version 3, 01-07-11); Holidays as per CH policy (HR 3.2, version 7, 04-15-	Personal time as per CH policy (HR 3.9, version 2, 10-28-2015); Leave of Absence as per CH policy (HR 4.8, version 1, 04-01-16); Holidays as per CH policy (HR 3.3, version 2, 04-15-14)	As per CBA	Sick leave as per CH policy (HR 3.4, Version 6, 06-24-2016); Personal Time as per CH policy (HR 3.8, version 6, 01-01-14); Leave of Absence as per CH policy (HR 4.8, Version 8, 04-15-16); Small Necessities Leave as per CH policy (HR 4.1, version 3, 01-07-11); Holidays as per CH policy (HR 3.2, version 7, 04-15-14)

	14)			
Fringe-benefit plan	*None*	*None*	TBD	*None*

Section 3.16[*a*] – Oral or Informal Arrangements with Business Employees

None

Section 3.16[*a*] – Exclusive Employment

Contracts with Business employees as referenced in Section 3.08(a) of the Disclosure Schedules.

Intercompany work

Catalyst has intercompany revenue from Non-Catalyst BUs as well as receives services from Non-Catalyst BUs

Catalyst only provides its core Catalyst Service to Safety-Kleen, all other work provided to non-Catalyst BUs is a loan of equipment and labor

Intercompany Work – Total Transferred Amount

BU	Catalyst BU - Catalyst Work	Non-Catalyst BU: (Core) CLH Refinery Work	Non Catalyst BU: Non-Core Catalyst work	Non-Catalyst BU Total	Grand Total
Catalyst Canada (CAD)	[redacted]				
IC REV - EQUIP RENT					
IC REV - LABOR					
Catalyst Trinidad (TTD)					
IC REV - EQUIP RENT					
IC REV - LABOR					
Catalyst US (USD)					
IC REV - EQUIP RENT					
IC REV - LABOR					
IC REVENUE					

Section 3.16(c) – Employment-Related Items

Matter Name	Description
Secretary of Labor v. Clean Harbors Environmental Services, Inc., et. al.	OSHRC No. 16-0440
CEDA International Corporation, CEDA Catalyst Canada Services Ltd., Catalyst Services, Inc., Catalyst Canada Services LP, Catalyst Services Trinidad Limited	
Lucille Balbuena, Administratrix of the Estate of Joseph Balbuena, Pltf. vs. Clean Harbors Environmental Services, et al., Dfts	Civil Action No. 004740

Section 3.16(d) – Collective Bargaining Agreements

The Company is a party to, and bound by, a collective bargaining with the International Brotherhood of Boilermakers and other agreement (Health and Welfare Plan Participation Agreement- See Attached) with a labor organization representing its Catalyst Employees in Sarnia Ontario. Since January 1, 2013, there has not been, nor, to Seller's Knowledge, has there been any threat of, any strike, slowdown, work stoppage, lockout, concerted refusal to work overtime or other similar labor activity or dispute affecting the Company.

Section 3.16(f) – Retention Agreements

Employees with retention agreements

ID	Last	First Name	Job Title	Dept. ID	Dept. Name
017240	Bryant	Stephen	Director of Industrial Servs	82QD	Cat Technologies Corp Houston
017473	Deajon	John	General Manager IS	82QX	Cat Technologies Pasadena TX
076546	Fry	Paul A	Project Engineering Manager IS	82QD	Cat Technologies Corp Houston
018043	King	Daniel A	General Manager IS	82QD	Cat Technologies Corp Houston
019302	Woody	Rodney E	Proposal Development Manager	82QT	Cat Technologies West Coast
070091	Wimsatt	Keith M	General Manager IS	82QL	Cat Technologies Louisiana
078395	Turner Jr	Chester E	General Manager IS	821V	Cat Tech - Indiana
29129	Fleming	Vicki	General Manager IS	821UC	US CAT Sales, Long Beach, CA
018091	Westmoreland	Phyllis	General Manager IS	83QZ	Breathing Systems International
048386	Matthews	Harold (Ted)	Director of Industrial Servs	98QH	Cat Technologies Edmonton
048387	Helm	David	General Manager IS	98QH	Cat Technologies Edmonton
048431	Currie	Jeffrey	Project Manager IS	98QS	Cat Technologies Sarnia
048379	Basawa	William	General Manager IS	9813	Cat Services - Cochrane
017409	Couperthwaite	Alan	Field Operations Manager IS	98QH	Cat Technologies Edmonton
048404	Helm	Wayne	Field Operations Manager IS	98QH	Cat Technologies Edmonton
048412	Helm	Brian	Project Manager IS	98QH	Cat Technologies Edmonton
018279	Mallette	Jay	Project Manager IS	98QH	Cat Technologies Edmonton
017865	Herasymuik	Brent	General Manager IS	98QH	Cat Technologies Edmonton
048406	Cloutier	Michael	Project Manager IS	98QH	Cat Technologies Edmonton
017487	Dent	Steven	Project Manager IS	98QS	Cat Technologies Sarnia
048405	Grycan	Jeff	Project Manager IS	98QH	Cat Technologies Edmonton
017263	Burry	Darren	Project Manager IS	98QH	Cat Technologies Edmonton
017330	Cheney	Dwayne	Project Manager IS	98QH	Cat Technologies Edmonton

Retention details

Last	First Name	Job Title	Retention Bonus (6/30/2016)	Retention Bonus (12/31/2016)	Success (sell) bonus	Total
Bryant	Stephen	Director of Industrial Servs	[redacted]			
Deajon	John	General Manager IS				
Fry	Paul A	Project Engineering Manager IS				

Last	First Name	Job Title	Retention Bonus (6/30/2016)	Retention Bonus (12/31/2016)	Success (sell) bonus	Total
King	Daniel A	General Manager IS				
Woody	Rodney E	Proposal Development Manager				
Wimsatt	Keith M	General Manager IS				
Turner Jr	Chester E	General Manager IS				
Fleming	Vicki	General Manager IS				
Westmoreland	Phyllis	General Manager IS				
Total						
Matthews	Harold (Ted)	Director of Industrial Servs				
Helm	David	General Manager IS				
Currie	Jeffrey	Project Manager IS				
Basawa	William	General Manager IS				
Couperthwaite	Alan	Field Operations Manager IS				
Helm	Wayne	Field Operations Manager IS				
Helm	Brian	Project Manager IS				
Mallette	Jay	Project Manager IS				
Herasymuik	Brent	General Manager IS				
Cloutier	Michael	Project Manager IS				
Dent	Steven	Project Manager IS				
Grycan	Jeff	Project Manager IS				
Burry	Darren	Project Manager IS				
Cheney	Dwayne	Project Manager IS				
Total						

Section 3.17 – Taxes

(a) All 2015 US corporate income tax returns are currently on extension, from a federal, state, and local perspective.

All Canadian returns have been filed by the appropriate deadline: 5/30/2016 for partnerships and 6/302016 for corporations.

(b) None

(c)

In 2015, Clean Harbors determined that it was non-compliant with Canadian payroll withholding laws. The matter was immediately rectified and all withholdings and annual filings were compliant for 2015. In Spring 2016, T4s and a payment in the amount of $584,073 were submitted to CRA for the 2014 calendar year.

Clean Harbors recently received the opinion that it is non-compliant with payroll withholding laws in the United States for temporary foreign workers. Clean Harbors is in the process of calculating the amount of non-compliance and has not yet notified any authorities.

Going forward in the US, we have built a plan which is mirroring the process we have in Canada and are putting the employees on host country payroll. (d) None.

(e)

Country, State	Authority	Audit Type	Audited entity	Date	Status
US, LA	Sales and use tax audit	Sales and use tax audit	Clean Harbors Catalyst Services LLC	1/1/11-3/31/14	[redacted]
Trinidad	Ministry of Finance (Board of Inland Revenue)	Corporation income tax and PAYE/payroll tax audits	Clean Harbors Catalyst Services Trinidad Limited	2010-2011	
Canada	Service Canada - Temporary Foreign Workers Program	Compliance Review	Clean Harbors Catalyst Services	Performed in 2015 for 2013-2014	

(f) None

(g) None

(h) None

(i) None

(j) None

(j) None

(k) None

(l) None

(m) None

(n) None

(o) None

(p) None

(q) None

(r) None

(s) None

(t) None

Section 3.20(a) – Largest Suppliers

	Supplier Name	2013 Spend (USD)	2014 Spend (USD)	2015 Spend (USD)	2016 YTD Spend (USD)	Total Spend (2013 – 2016 YTD) (USD)
1.	CHEP (CAN)	[redacted]				
2.	PETROVAL LP					
3.	GBC LLC					
4.	COPPER TIP					
5.	JX ENGINEERING CORPORATION					
6.	ADVANTAGE LABOR INC					
7.	UNITED RENTALS INC (NATIONAL REMIT)					
8.	WN HOLDINGS, LLC					
9.	TIGER TOWER SERVICES LLC					
10.	SHEP'S LABOUR MANAGEMENT LTD					
11.	FAST LABOUR SOLUTIONS (EDMONTO					
12.	PCS NITROGEN OHIO LP					
13.	ALTAIRSTRICKLAND LLC					
14.	ATLAS COPCO RENTAL LLC					
15.	RESPONSABLE SAFETY STAFFING LLC					

Section 3.20(b) – Largest Customers

	Customer Name	2013 Revenue (USD)	2014 Revenue (USD)	2015 Revenue (USD)	2016 YTD Revenue (USD)	Total Revenue (2013 – 2016 YTD) (USD)
1.	Shell Canada Products	[redacted]				
2.	Syncrude Canada Ltd					
3.	Imperial Oil					
4.	Consumers Co-Operative Refineries Limited					
5.	Suncor Energy Products Partnership					
6.	ExxonMobil Torrance Refinery					
7.	Dow Chemical					
8.	Shell Chemical Company Geismar					
9.	Shell Canada Energy					
10.	Proman AG Trinidad Ltd					
11.	Huntsman Petrochemical LLC					
12.	BP Products North America					
13.	Irving Oil Refining G P					
14.	Suncor Energy Inc.					
15.	Canadian Natural Resources Limited					

Section 3.21 – Agreements with Seller Parties

None.

Section 5.13(b) – Master Service Agreements

1. Framework Agreement for Purchase of Goods and Services between Shell International Petroleum Company Ltd. and Clean Harbors Catalyst Services, LLC, dated December 16, 2015. Contract No. PT60632.

2. Purchase Contract for Purchase of Goods and Services between and Motiva Enterprises, LLC and Clean Harbors Catalyst Services, LLC, dated January 1, 2016. Contract No. DS61873.

3. Agreement for Services between Dow Chemical Canada ULC and "Clean Harbors," dated January 13, 2016.

4. Agreement for Services between The Dow Chemical Company and Clean Harbors Environmental Services, Inc., dated December 1, 2005, as amended June 1, 2007, December 18, 2008, January 30, 2009, and December 17, 2013. Contract No. NA-1061.

5. Master Services Agreement between North Atlantic Refining Limited and Clean Harbors Canada, Inc., dated March 24, 2011.

6. Master Services Agreement between ConocoPhillips Canada Resources Corp. and Clean Harbors Energy and Industrial Services Corp., dated November 15, 2012. Contract No. 88508.0-MSA-CAN.

7. Multi-Site Work Agreement by and among Valero Companies and Clean Harbors Environmental Services Inc., dated October 22, 2010, as amended May 7, 2012, June 25, 2012, August 1, 2012, April 29, 2013, August 5, 2013, September 30, 2013, November 20, 2013, and April 28, 2014 . Contract No. CORP.10.MS.00014.

8. Catalyst Change-Out, Industrial Cleaning and Waste Disposal and Transportation Services Agreement between Agrium, Agrium U.S. Inc. and Nu-West Industries, Inc. and Clean Harbors Environmental Services, Inc., its affiliates and subsidiaries, dated November 1, 2014. Contract No. CC14-0062.

9. USA Downstream Master Service Agreement between ConocoPhillips Company and Clean Harbors Environmental Services, Inc., dated May 3, 2010, as amended December 31, 2013. Contract No. 87395.0-MSA-CAP.

10. Master Services Agreement between ConocoPhillips Canada Resources Corp. and Clean Harbors Energy and Industrial Services Corp., dated November 15, 2012. Contract No. 88508.0-MSA-CAN.

11. Environmental Services Agreement between Air Products and Chemicals, Inc. and Clean Harbors Environmental Services, Inc., dated January 1, 2003, as amended March 15, 2012, May 1, 2013, and July 1, 2013.

12. Service and Waste Agreement between Koch Petroleum Group, L.P. and Clean Harbors Environmental Services, Inc., dated November 29, 2000, as amended February 7, 2006, July 1,

2010, April 5, 2012, May 16, 2013, March 27, 2014, August 5, 2014, September 15, 2014, October 31, 2014, and June 18, 2015. Contract No. 00-01658-A.

13. General Conditions Agreement between Eastman Chemical Company and Clean Harbors Environmental Services, Inc., dated January 1, 2013. Contract No. 36303.

14. Strategic Sourcing Supplemental Agreement, dated February 1, 2013, as amended February 1, 2013, July 1, 2013, August 1, 2013, and August 15, 2013. Contract No. AGR-069-TSO-2013.

15. Carville Styrenics Complex Blanket Contract for Contractor/Consultant Services by and between Total Petrochemicals USA, Inc. and Clean Harbors Environmental Services, Inc., dated February 1, 2008, as amended February 1, 2013 and February 28, 2014. Contract No. CARV7017.

16. Environmental Services and Waste Disposal Agreement by and between CF Industries Nitrogen, LLC and Clean Harbors Environmental Services, Inc., dated April 15, 2014. Contract No. 6770-41814.

17. Invasive Environmental Services Agreement by and between BASF Corporation and Clean Harbors Environmental Services, Inc., dated November 27, 2000, as amended.

18. Service Contract Agreement by and between CITGO Petroleum Corporation and Clean Harbors Environmental Services, Inc., dated November 2, 2011. Contract No. 4600008323.

19. Waste Management Agreement by and between Huntsman Petrochemical LLC and Clean Harbors Environmental Services, Inc. dated as of December 14, 2004, as amended September 5, 2009, April 23, 2010, February 18, 2011... August 1, 2013. Contract No. WM-3323.

20. Environmental Services Contract between Lyondell Chemical Company, Equistar Chemicals, LP, LyondellBasel Acetyls, LLC, Houston Refining LP and Clean Harbors Environmental Services, Inc. dated November 17, 2010, as amended August 1, 2014, October 21, 2014, December 31, 2014, March 31, 2015, May 31, 2015, and December 31, 2015. Contract No. MA-00113-2010.

21. Master Goods and Services Agreement by Canadian Natural Resources Limited and Clean Harbors Industrial Services Canada, Inc. dated June 1, 2015. Contract No. 814615.

22. Waste Management Services Agreement between Chevron Phillips Chemical Company LP and Clean Harbors Industrial Services, Inc., dated February 29, 2012, as amended January 21, 2015. Contract No. CPC-18430.

23. Standard Procurement Agreement for Downstream or Chemical Services with Incidental Goods between ExxonMobil Global Services Company and Clean Harbors Industrial Services, Inc. (assigned and assumed from Eveready Industrial Services, Inc.), dated October 1, 2008, as amended July 3, 2009, July 15, 2009, March 22, 2010, July 8, 2010, December 31, 2011, October 1, 2013, January 10, 2014, April 1, 2014, December 17, 2014, and March 31, 2015. Contract No. A2161396.

24. Service Agreement No. A2429524 between ExxonMobil Global Services Company and Clean Harbors Industrial Services Inc. dated July 27, 2015, which consolidates two Agreements: A2429524 (catalyst handling services) and A2161396 (pigging/decoking/industrial cleaning) into Contract No. A2429524.

25. Master Waste Services Contract for Use in Onshore Areas of the United States and Canada between Chevron U.S.A. Inc. and Clean Harbors Environmental Services, Inc., dated April 1, 2014, as amended October 13, 2014 and September 1, 2015. Contract No. C821831.

26. Master Services Agreement between ConocoPhillips Company and Clean Harbors Industrial Services Inc., dated August 1, 2012, as amended October 2, 2014. Contract No. 259051.

27. Work Agreement between Lima Refining Company and Clean Harbors Industrial Services, Inc., dated January 8, 2016. Contract No. LR16WA627.

JVIC/Zachry Working Capital Methodology
Catalyst Services June 30, 2016 Balance Sheet Data
Confidential

FX Rate	0.152879	0.768965	

	United States	Trinidad	Canada	Consolidated
[redacted]				

Exhibit A
JVIC/Zachry Working Capital Formula
Catalyst Services April 30, 2016 Balance Sheet Data
Confidential

Consolidated Balance Sheet	Catalyst Services Current Assets & Liabilities April 30, 2016	JVIC/Zachry Working Capital ("WC") Formula April 30, 2016	Notes To Working Capital Formula
[redacted]			
			xcluded from JVIC/Zachry WC Formula
			xcluded from JVIC/Zachry WC Formula
			xcluded from JVIC/Zachry WC Formula
			ccrued tax reserve for Canadian foreign worker payroll tax liability to be retained by S
			xcluded from JVIC/Zachry WC Formula

Assets

Cash
Marketable Securities
Total Cash:

Accounts Receivable
Unbilled Receivables
Allowance for Bad Debt
Accounts Receivable - I/C
Total Acounts Receivable:

Deferred Costs
Supplies Inventory
Prepaid Expenses
Deferred Taxes - Asset
Redundable Income Tax
Assets Held For Sale
Total Current Assets

Land
Buildings & Improvements
Camp Equipment
Vehicles
Office Equipment
Computer Equipment
Equipment
Total Equipment
Furniture & Fixtures
Construction in Process
Asset Retirement Costs
Landfills
Accumulated Depreciation
Total P P & E

Cash - Restricted
Restricted Cash - Escrow
Goodwill
Permits
Deferred Financing Costs
Deferred Compensation Cost
Investments in Subsidiaries
Equity Investment in Joint Ven
Deferred Taxes
Auction Rate Securities
Other, Operations (region)
Total Other Assets:

Total Assets:

Liabilities:

Accounts Payable
Bank Overdrafts
Current Portion LTD
Current Portion-Capital Leases
Deferred Revenue
Accrued Disposal
Other Accrued Expenses
Current Portion of Env. Liab.
Income Tax Payable
Deferred Tax - Liability
Liabilities Held For Sale
Total Current Liabilities:

Long Term Debt, less current
Long Term-Capital Leases
Environmental Liabilities
Promissory Note
Note Receivables
Long Term Liability - Other
Accrued Pension Cost
Deferred Tax - Liability
Total Other Liabilities

Total Liabilities:

Non Controlling Interest Liab

Equity

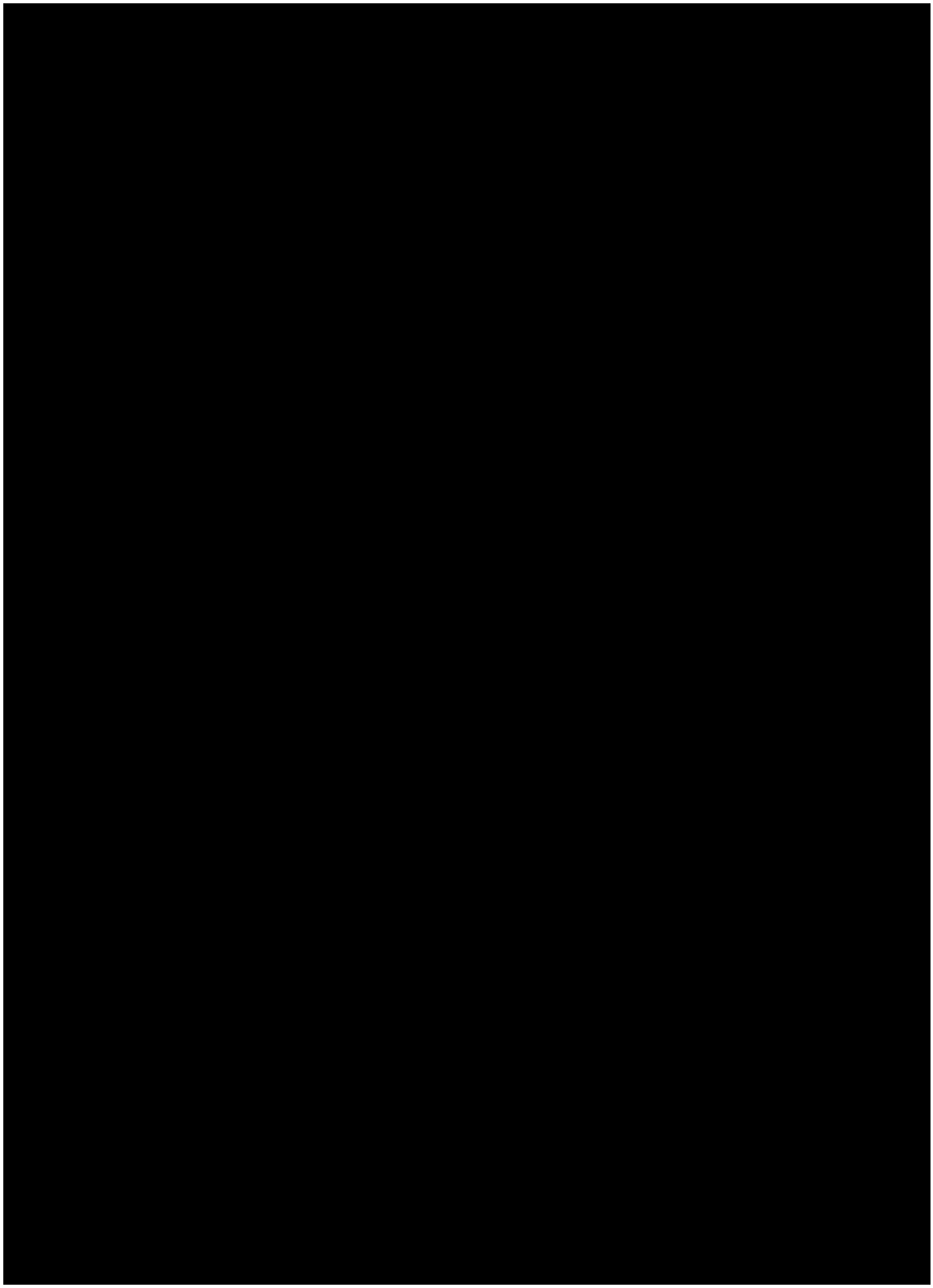
Redeemable Preferred Stock
Preferred Stock
Common Stock
Treasury Stock
Additional Paid in Capital
Def Comp Cost - Contra -Equity
Unrealized Gain (Loss)
Employee Participation Plan
Retained Earnings: Prior Year
Income (Loss) Current Year

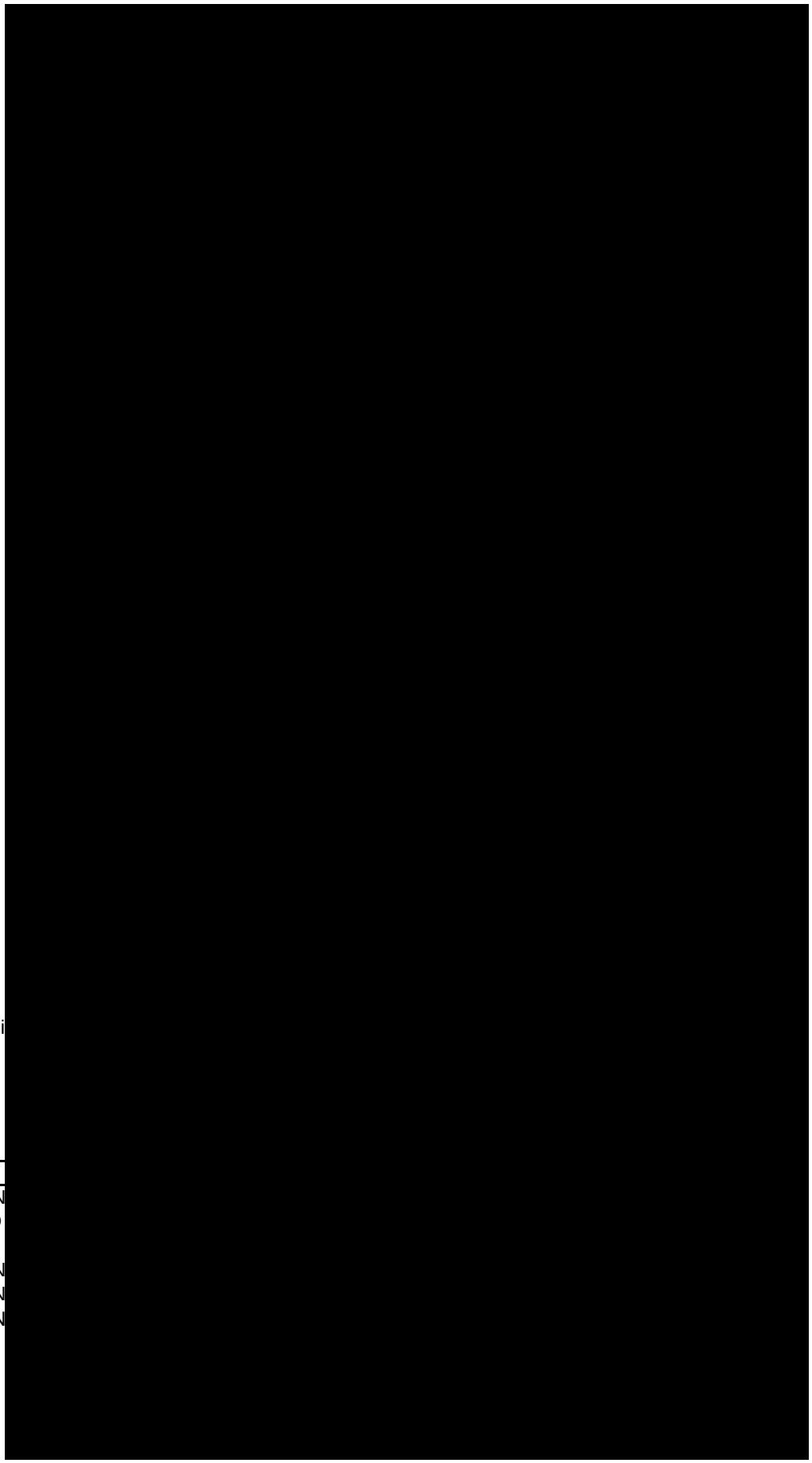
Total Stockholder's Equity:

Total Liabilities & Equity:

Net Income Tie Out

CUBE:	clhprod:Finance		
Scenarios	Actuals		
Products	All Products		
Departments	All Departments		
Measures	Budget Values		
Currency	Local Currency		
Periods-Months	Jan-2016 YTD	Jan-2016 YTD	Jan-2016 YTD





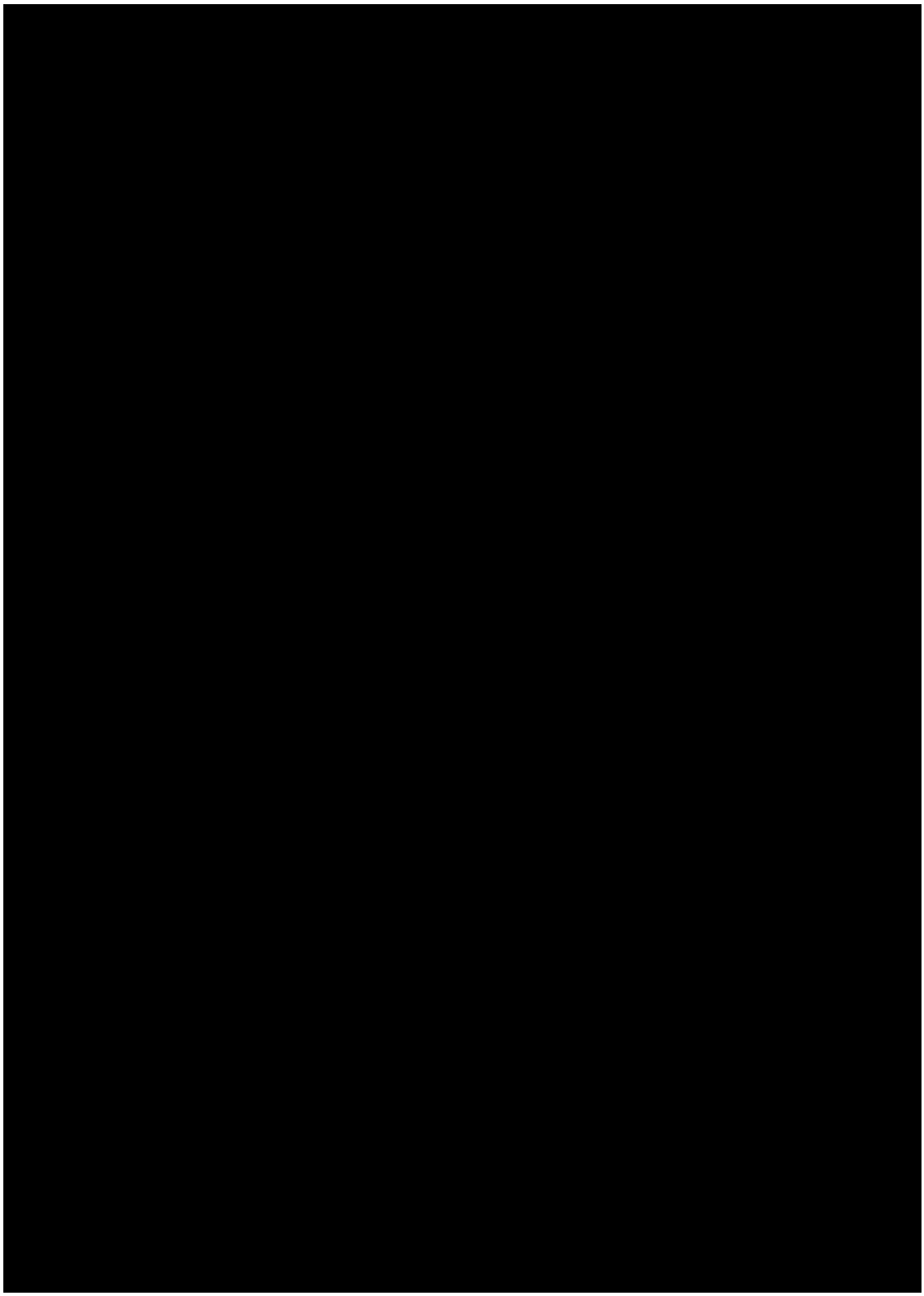
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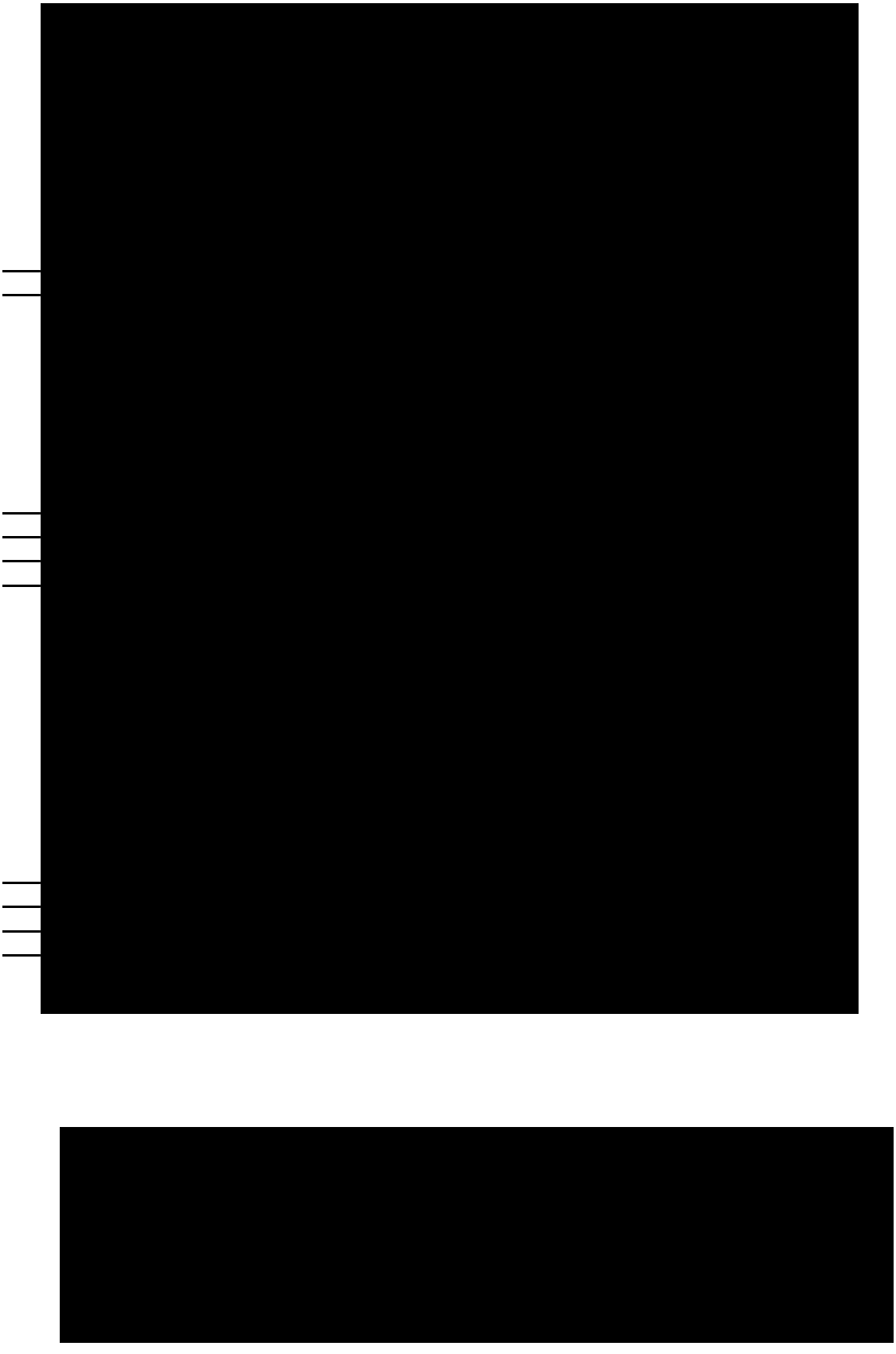
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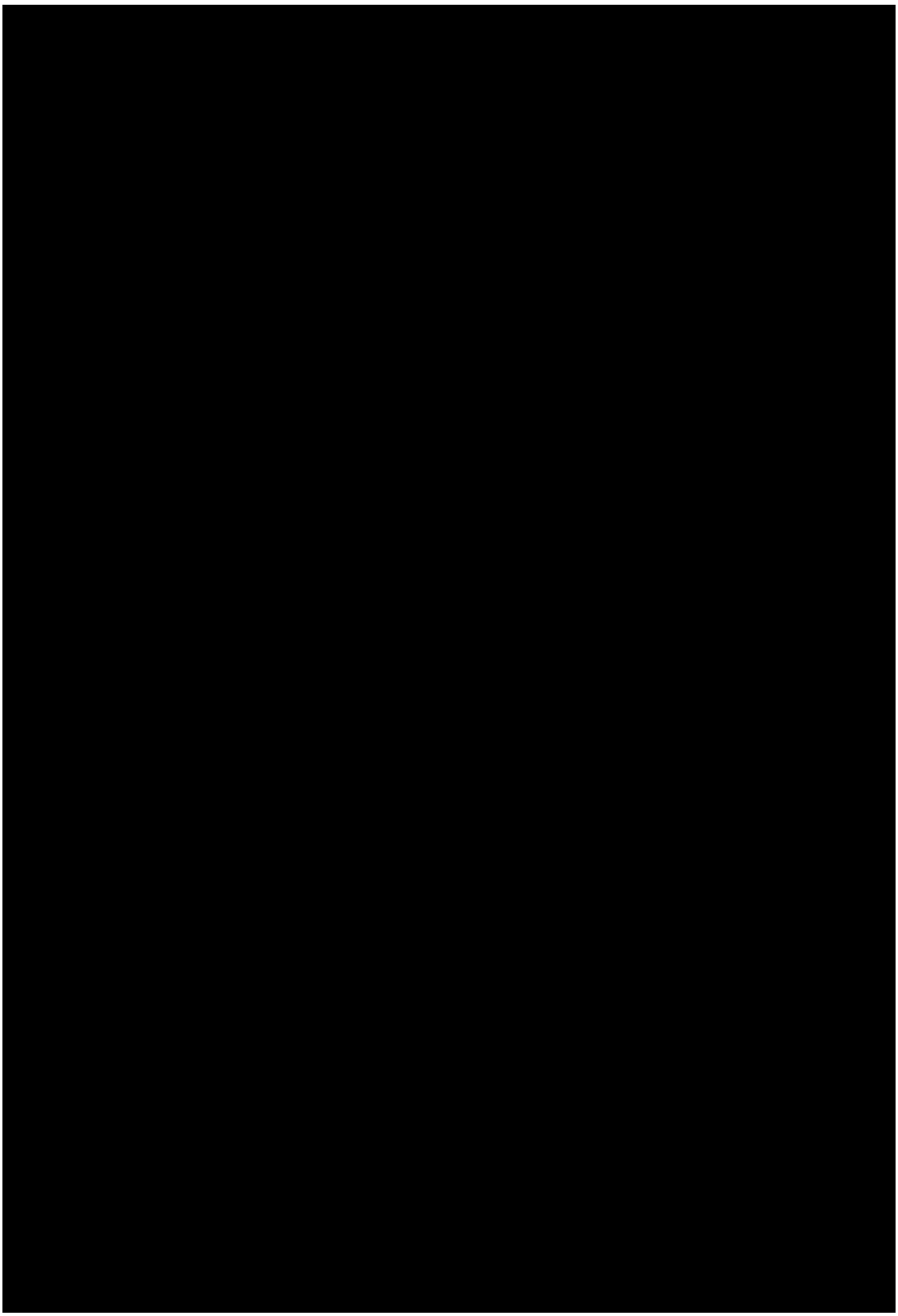


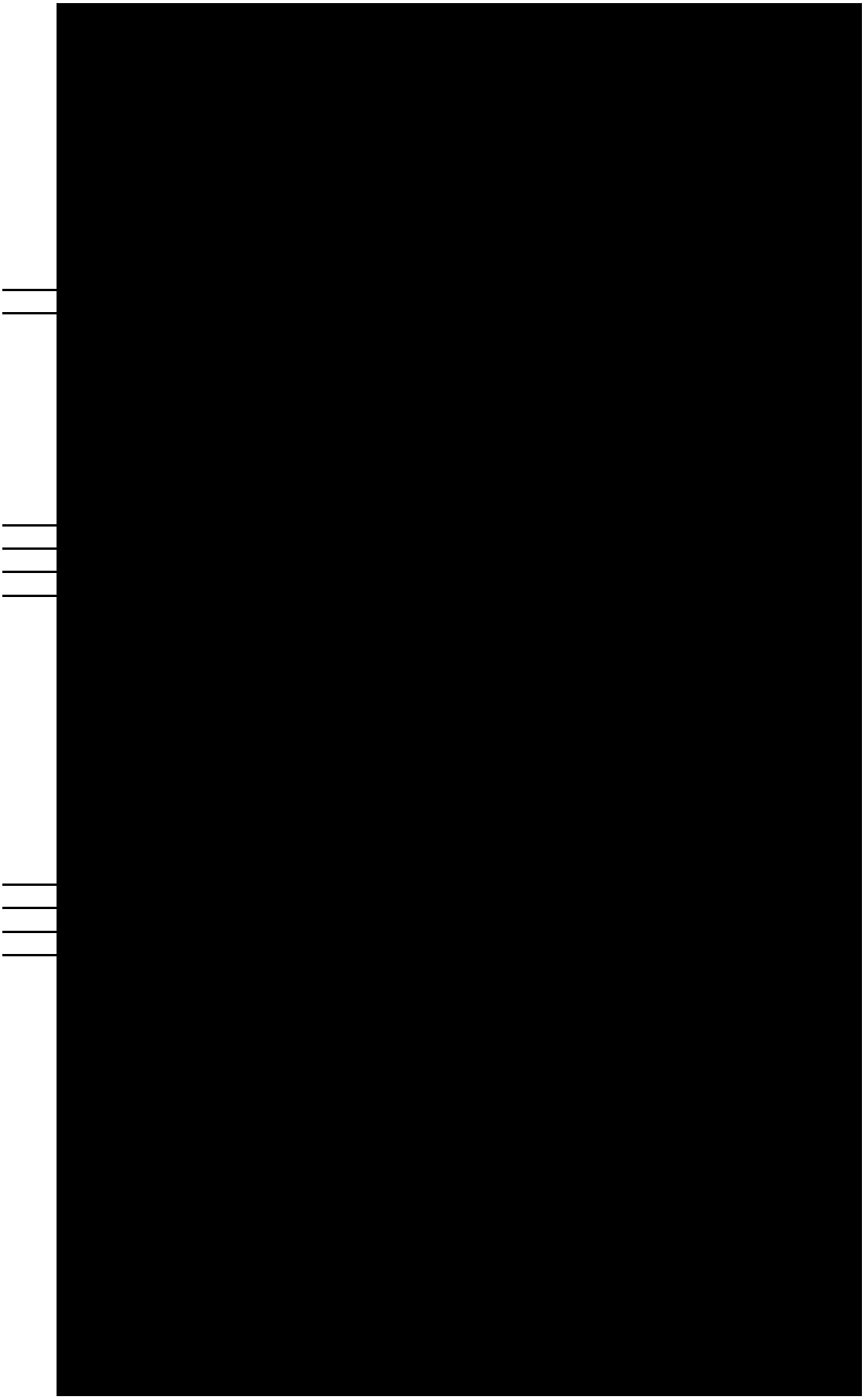
Jan-2016 YTD	Feb-2016 YTD	Feb-2016 YTD	Feb-2016 YTD	Feb-2016 YTD



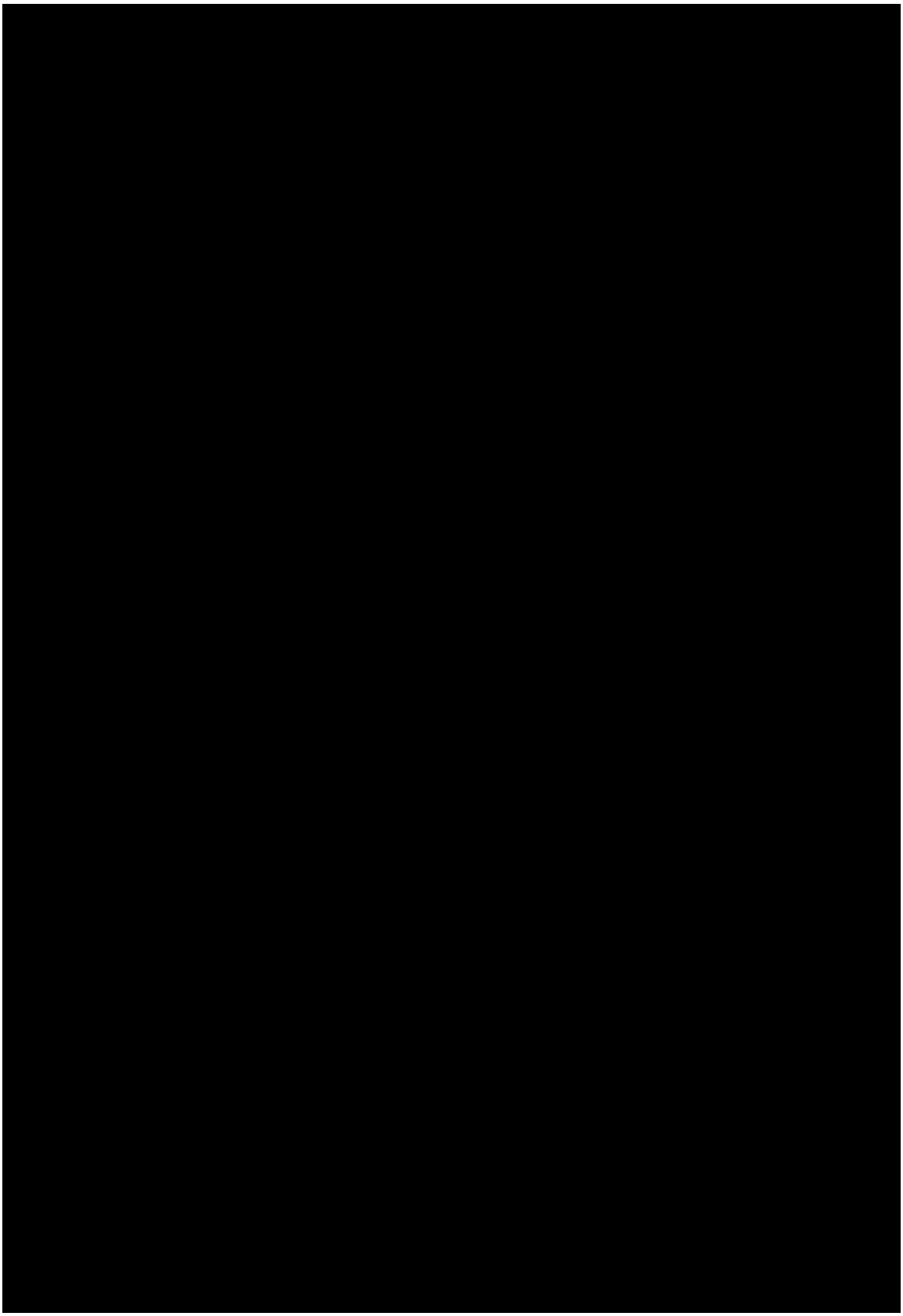


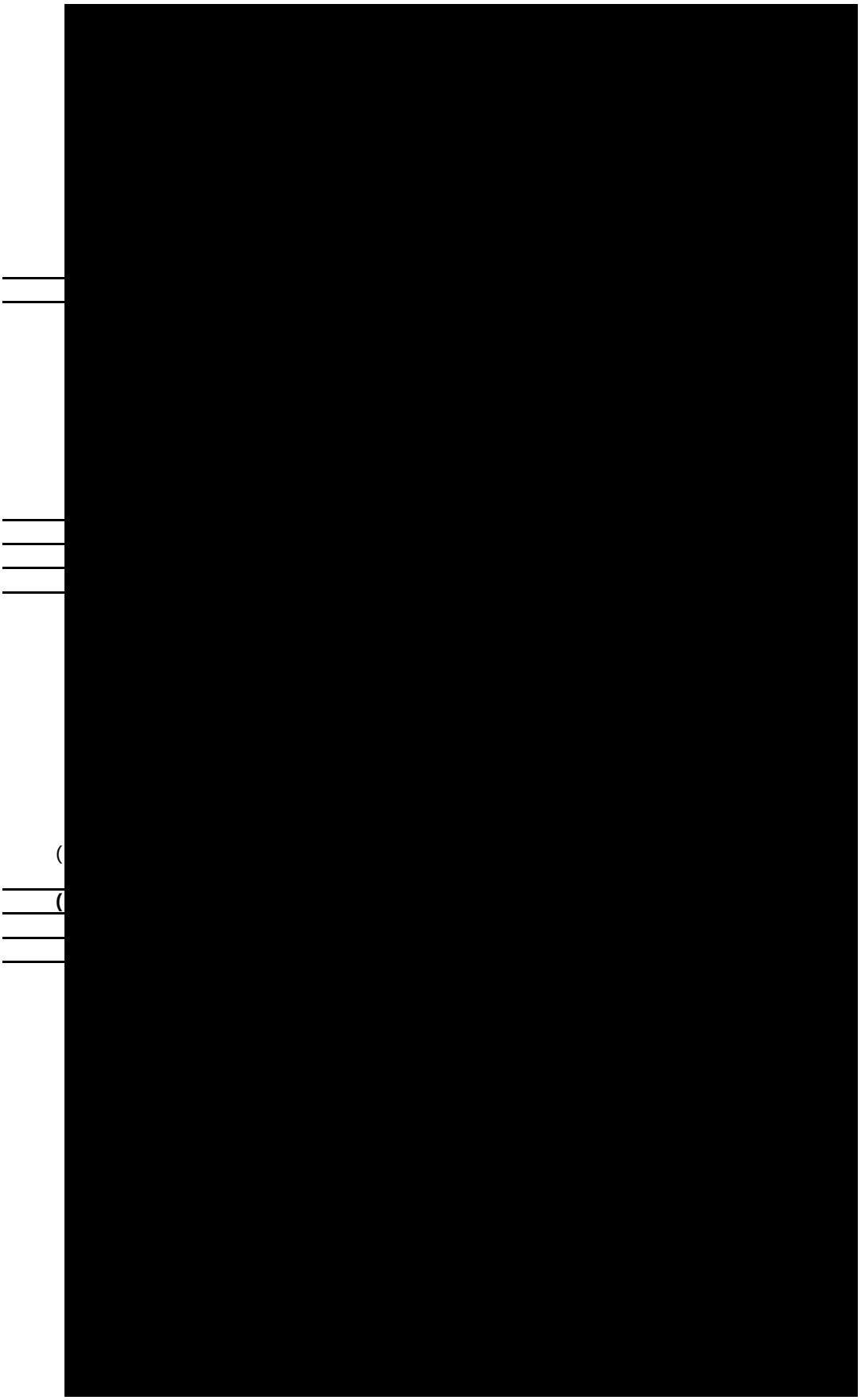






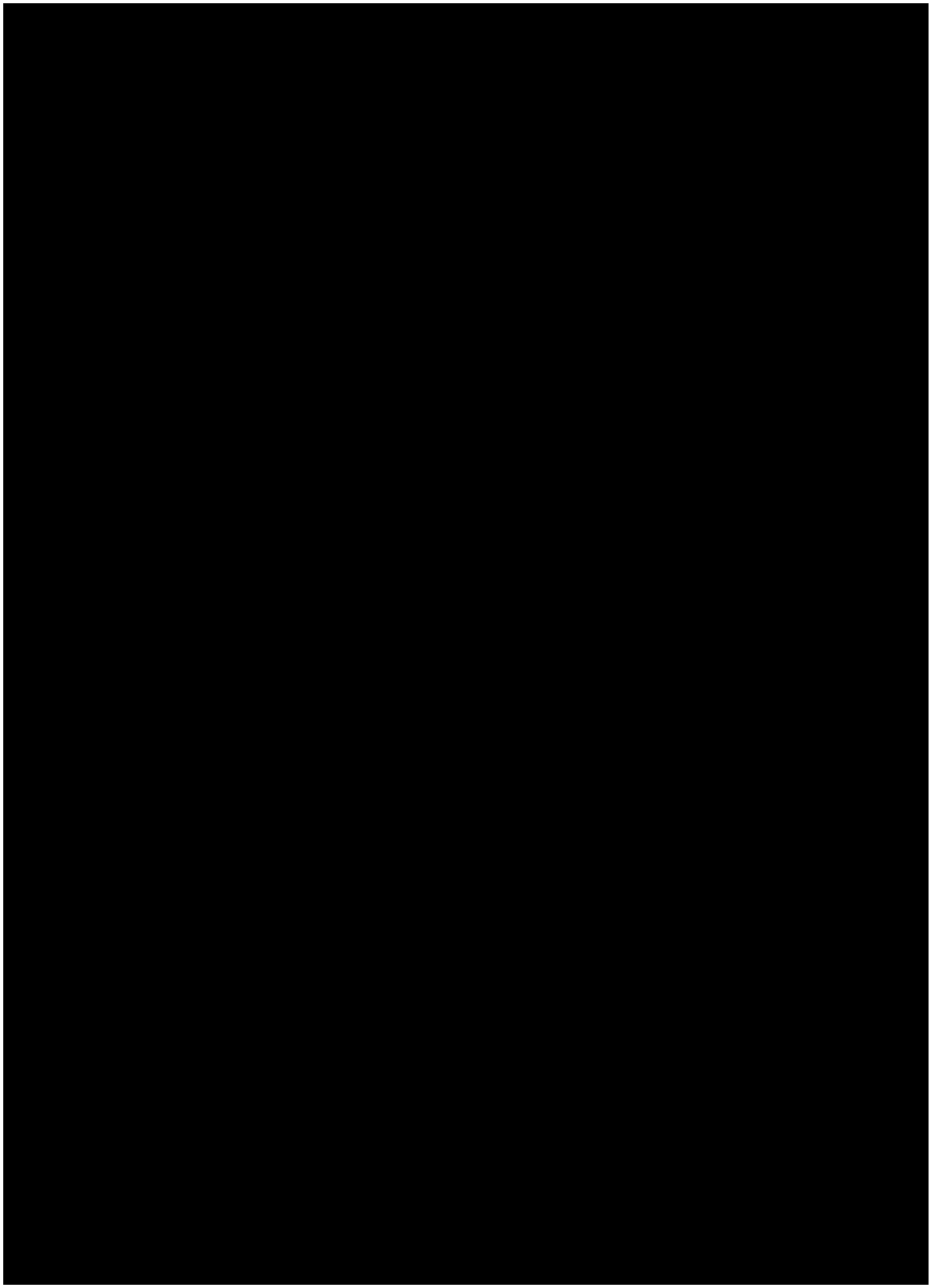


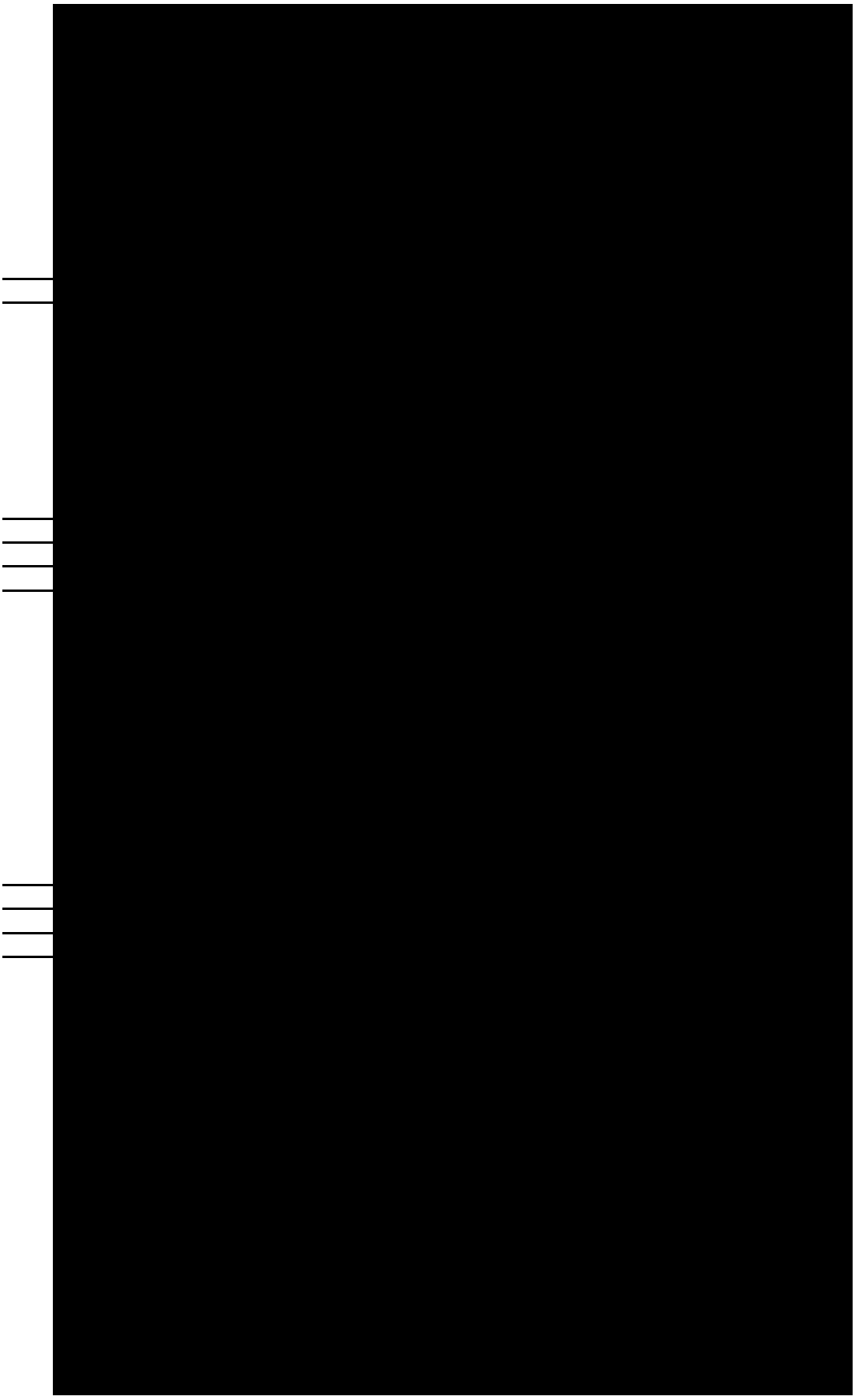






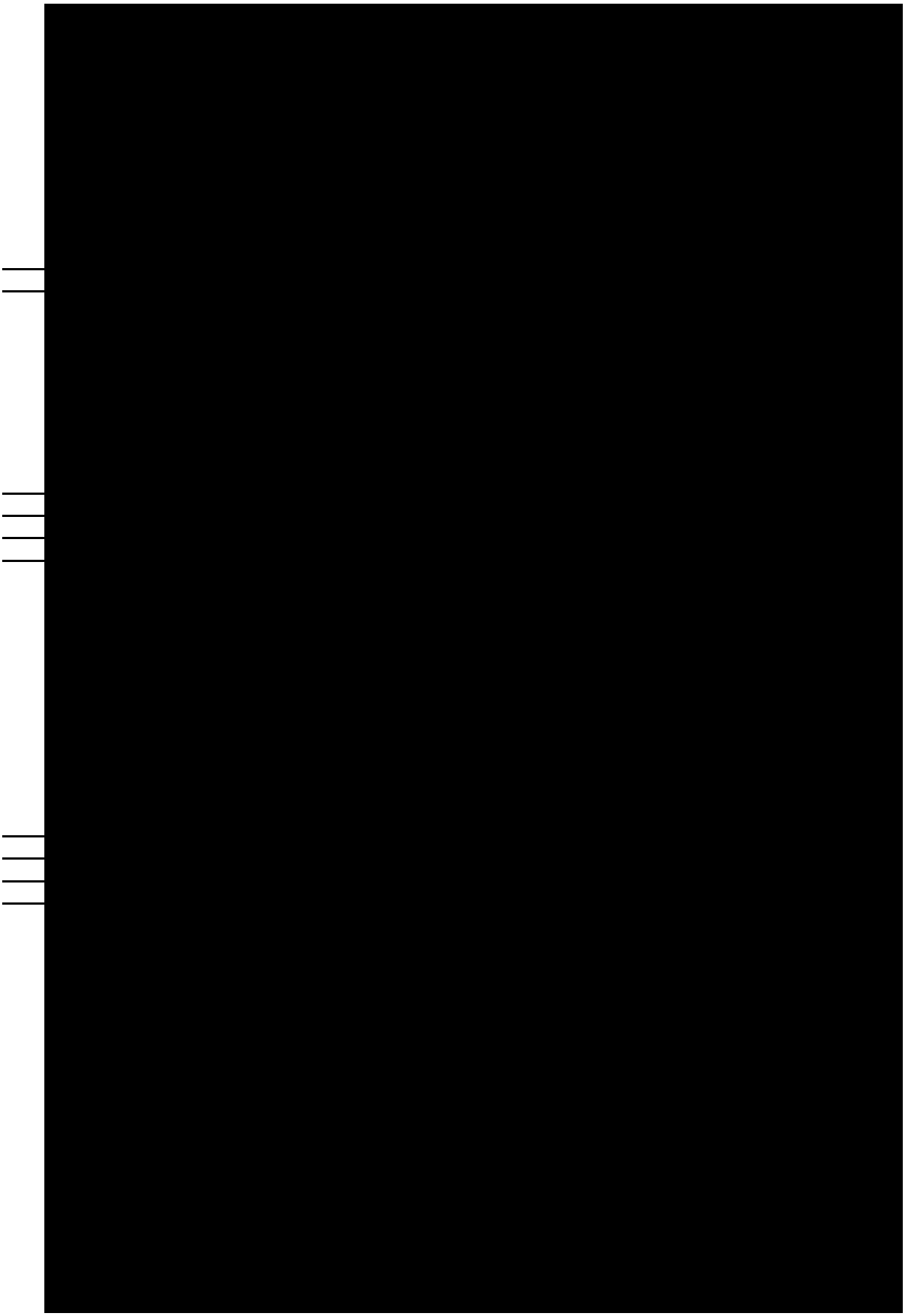
May-2016 YTD May-2016 YTD Jun-2016 YTD Jun-2016 YTD Jun-2016 YTD



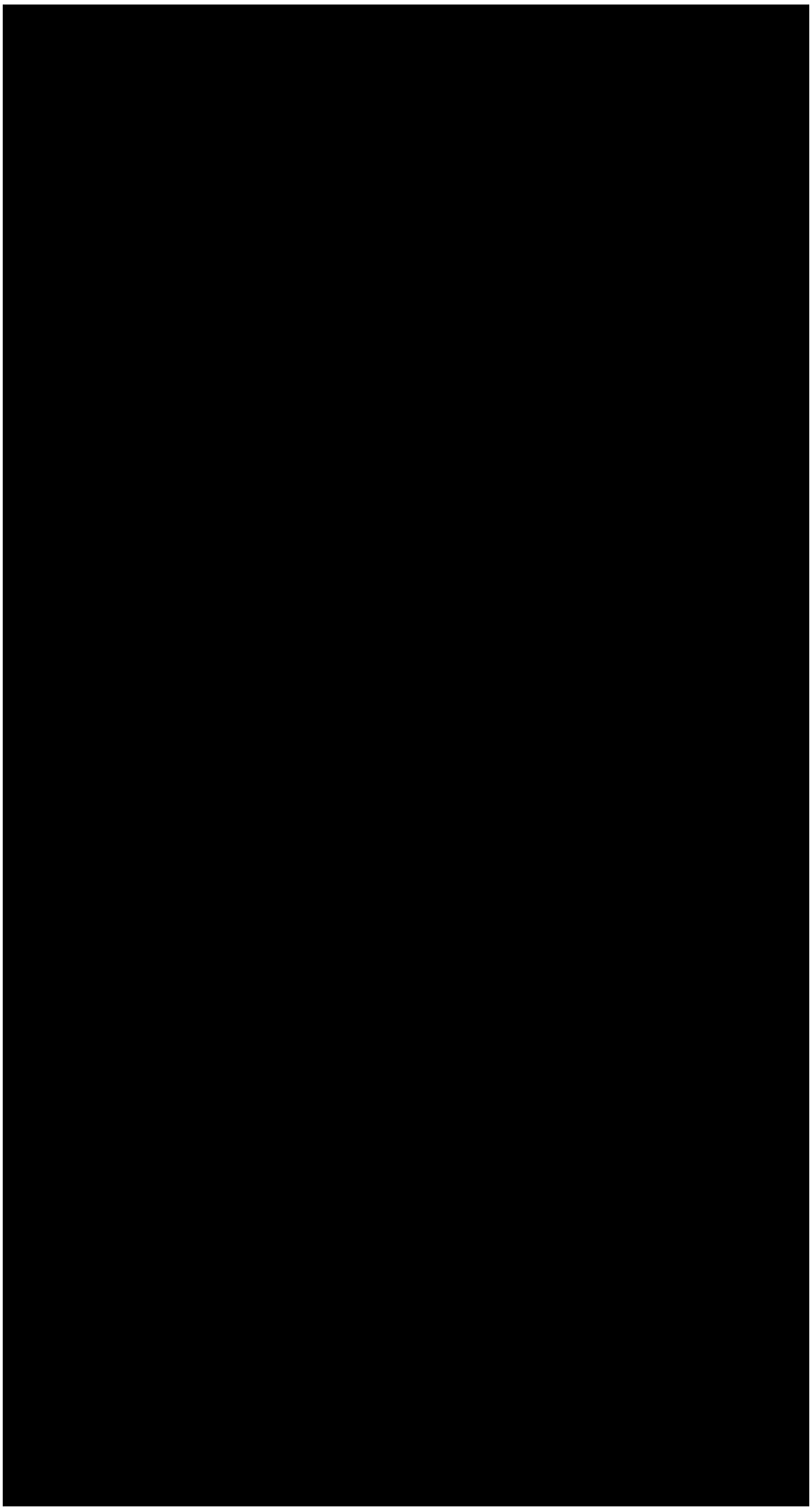




	Jun-2016 YTD	Jan-2016 YTD	Feb-2016 YTD
	Total	Total	Total
[redacted]			

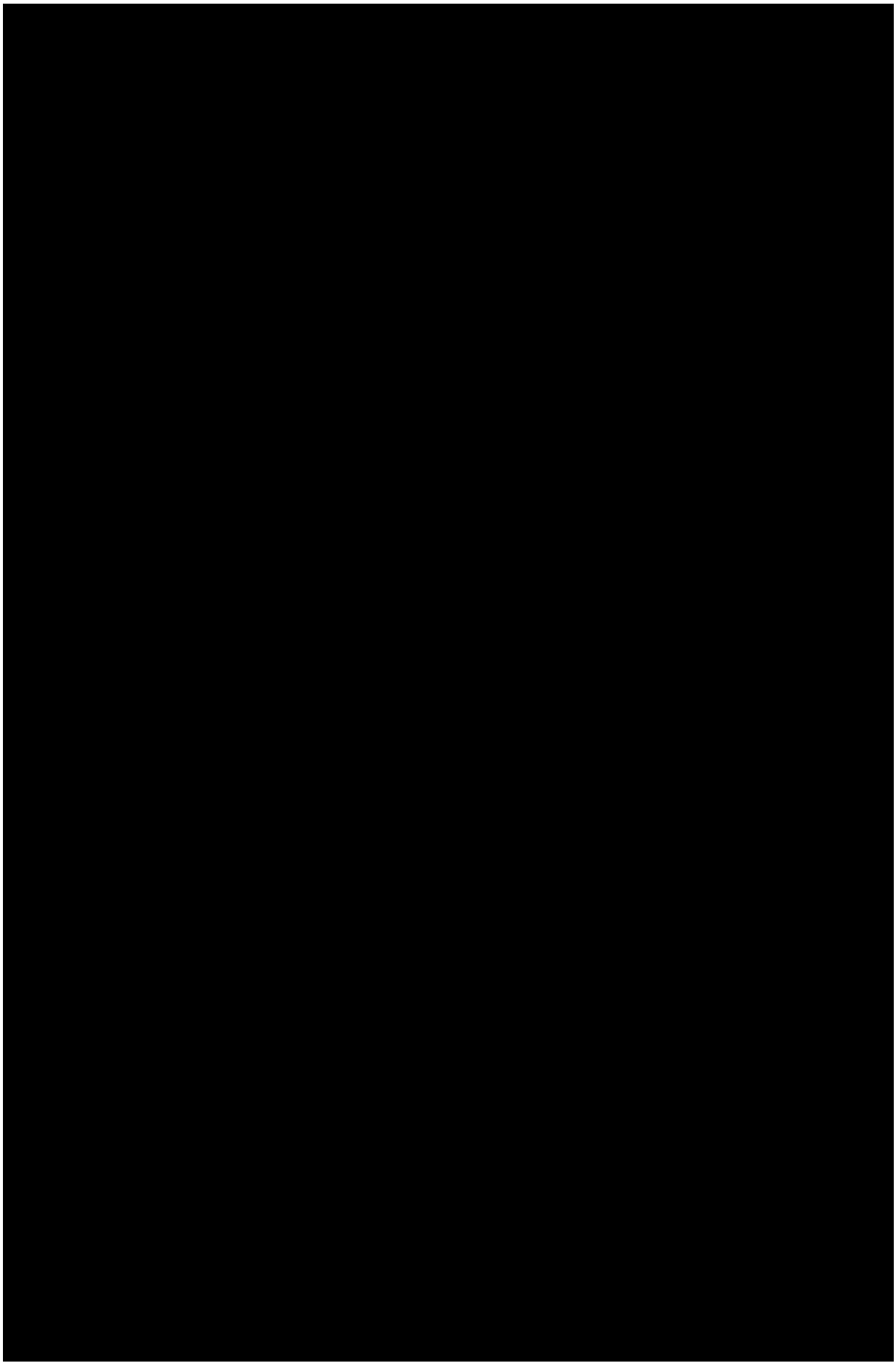


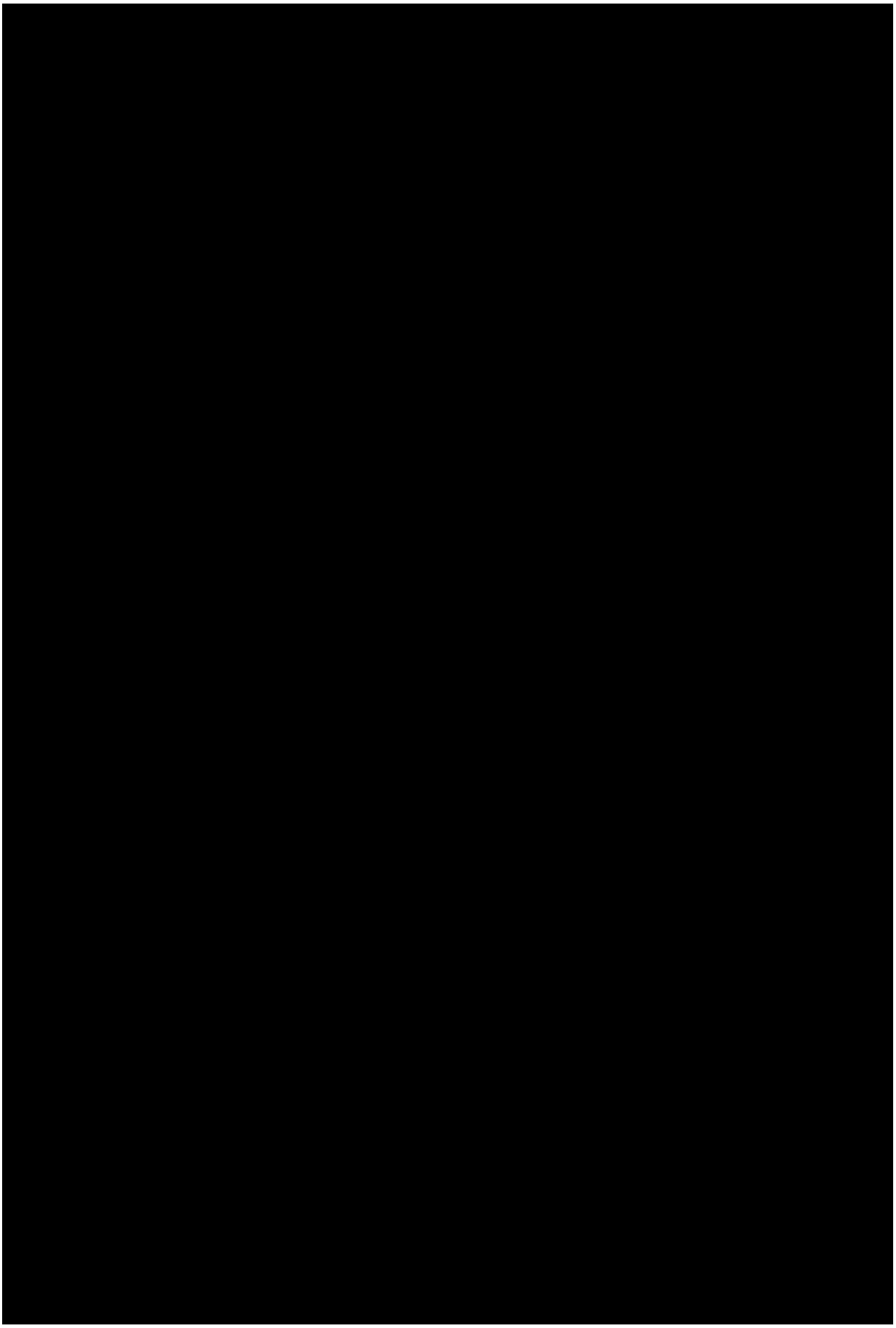




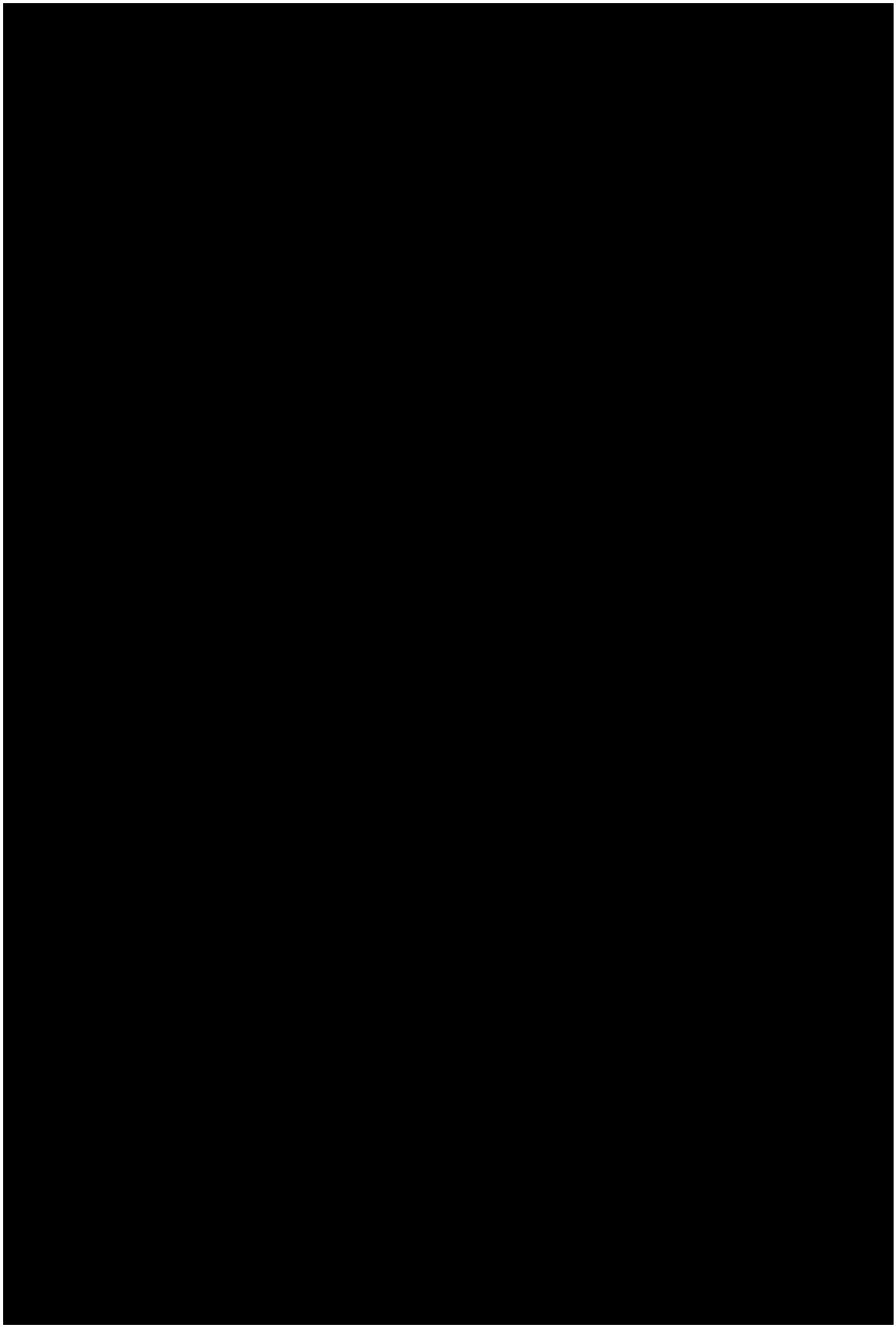


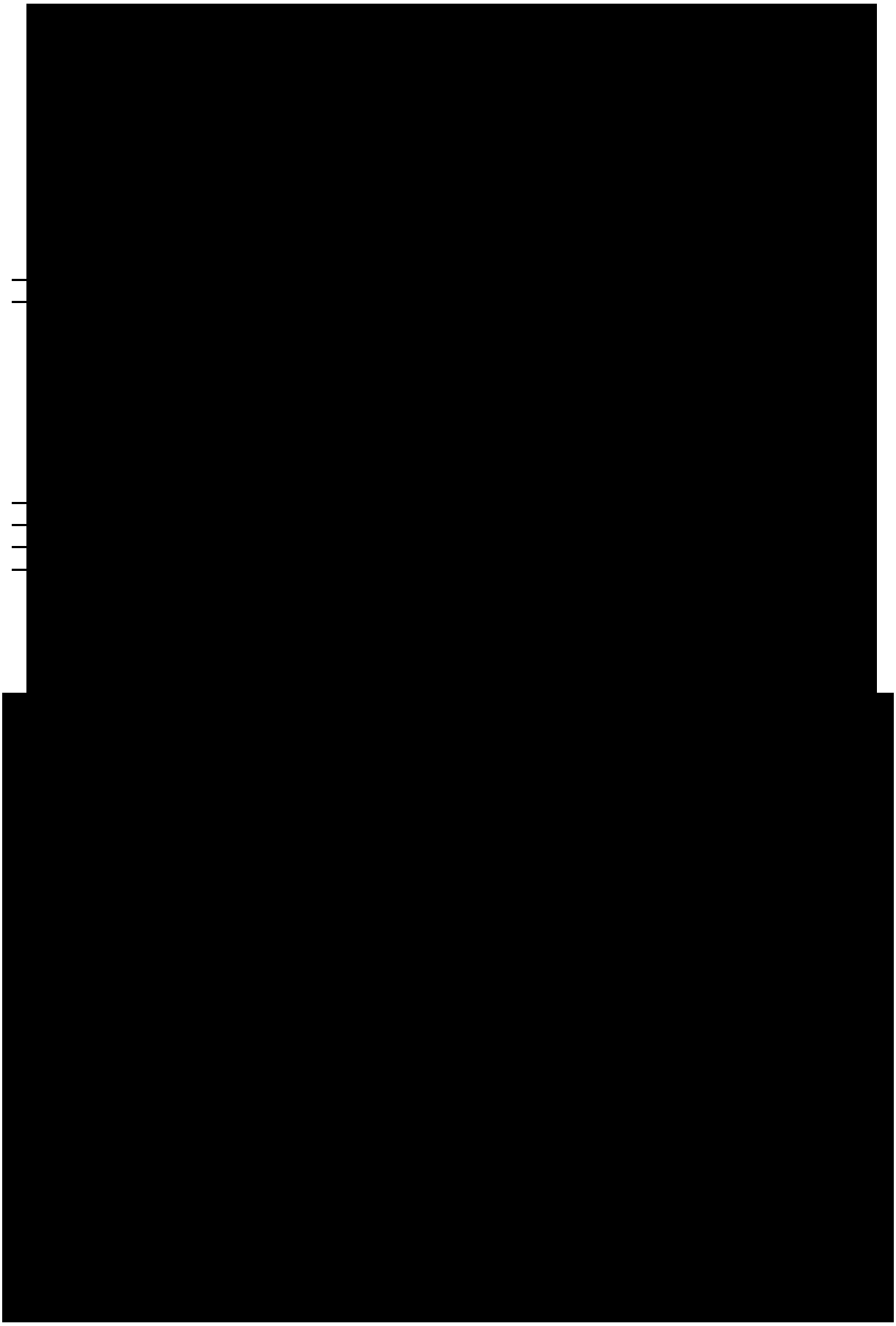








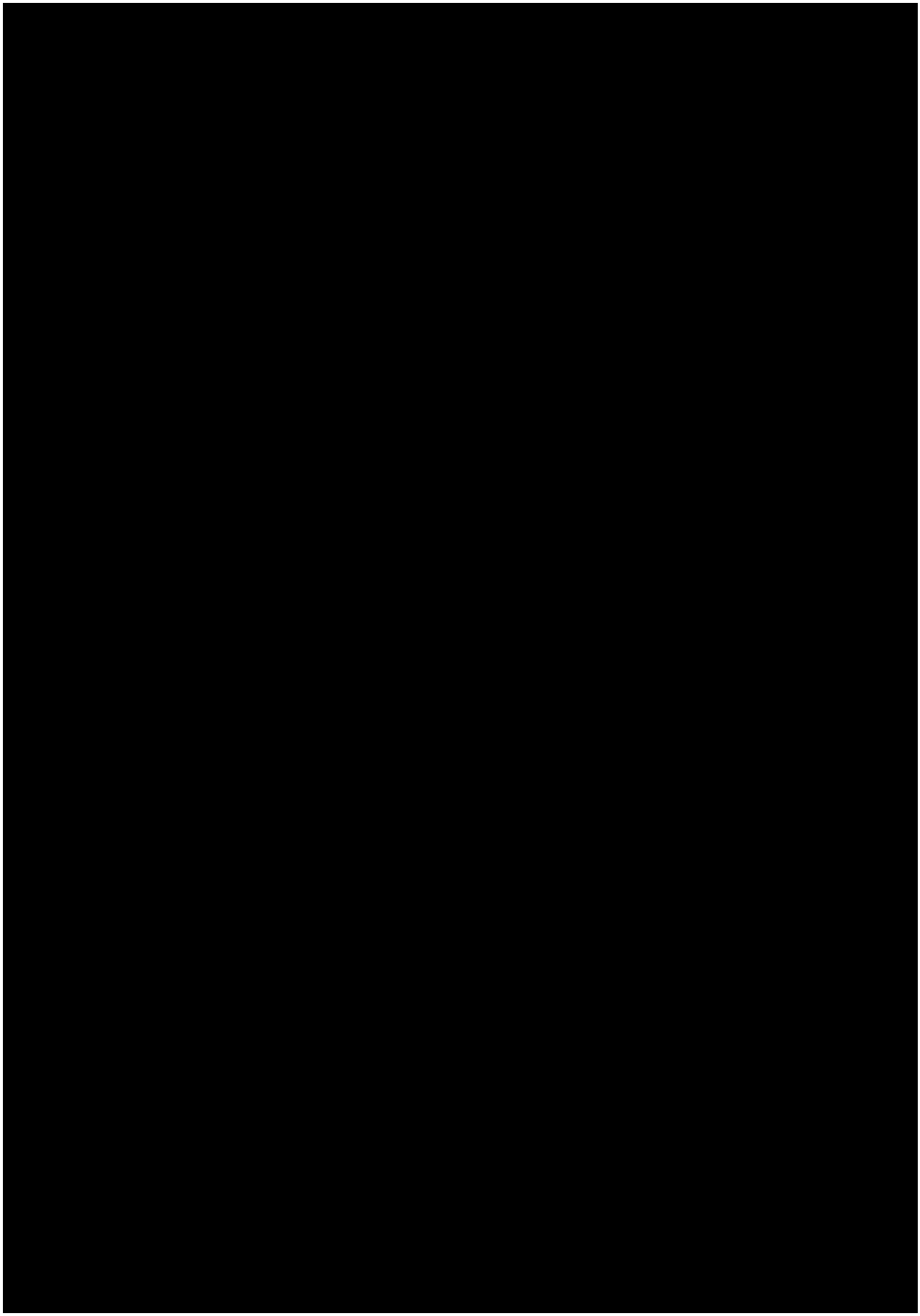






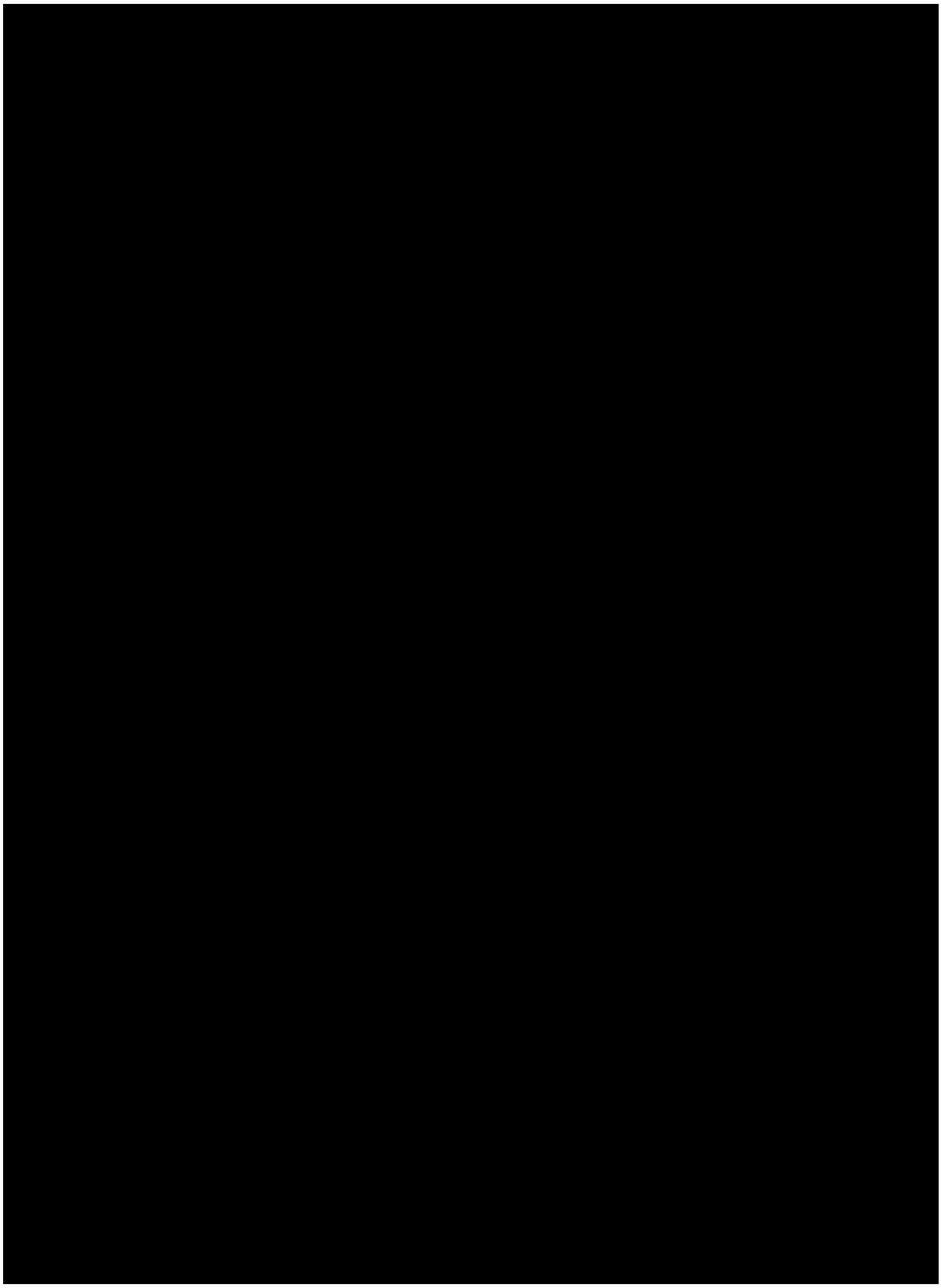
Mar-2016 YTD	Apr-2016 YTD	Apr-2016 YTD	Apr-2016 YTD		May-2016 YTD
Total	**CATCA**	**CTCPO**	**Total**		**CATCA**

[redacted]



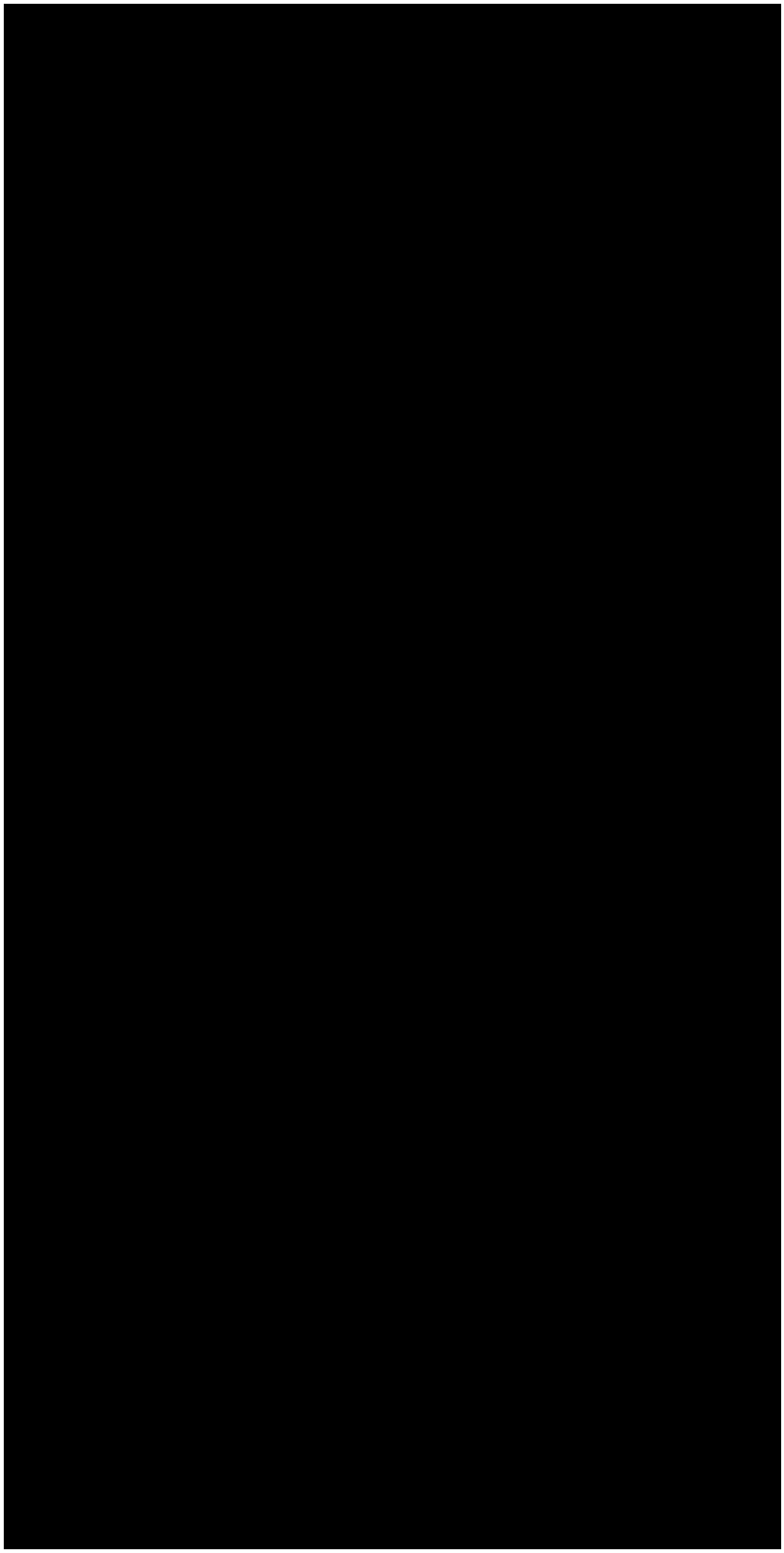


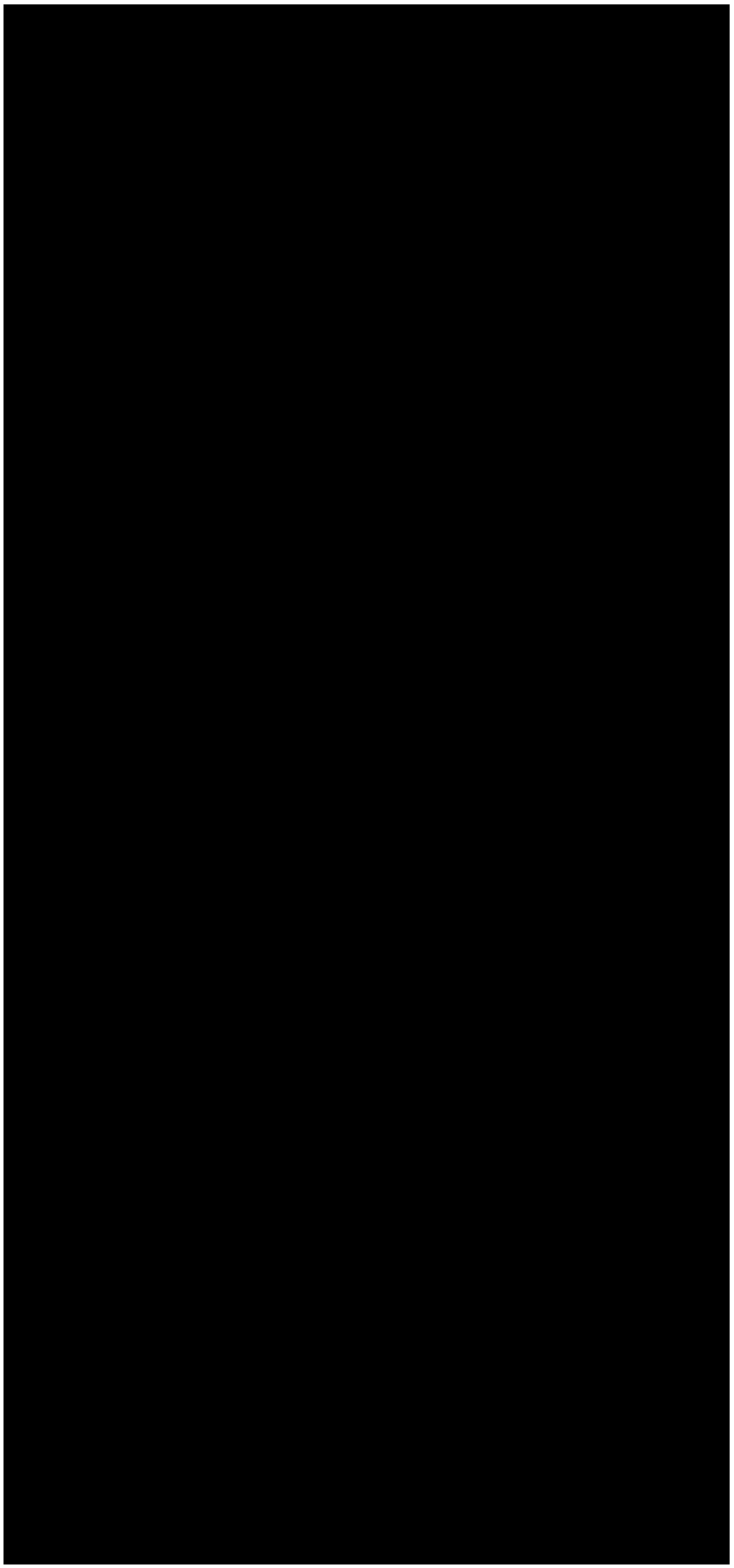
May-2016 YTD May-2016 YTD Jun-2016 YTD Jun-2016 YTD Jun-2016 YTD



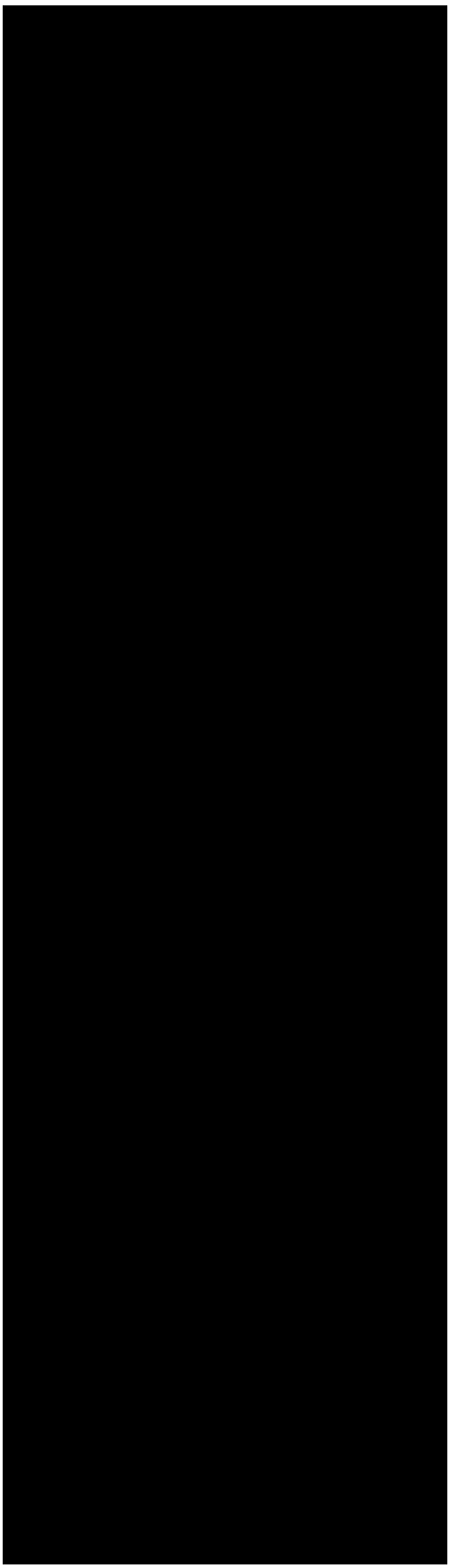


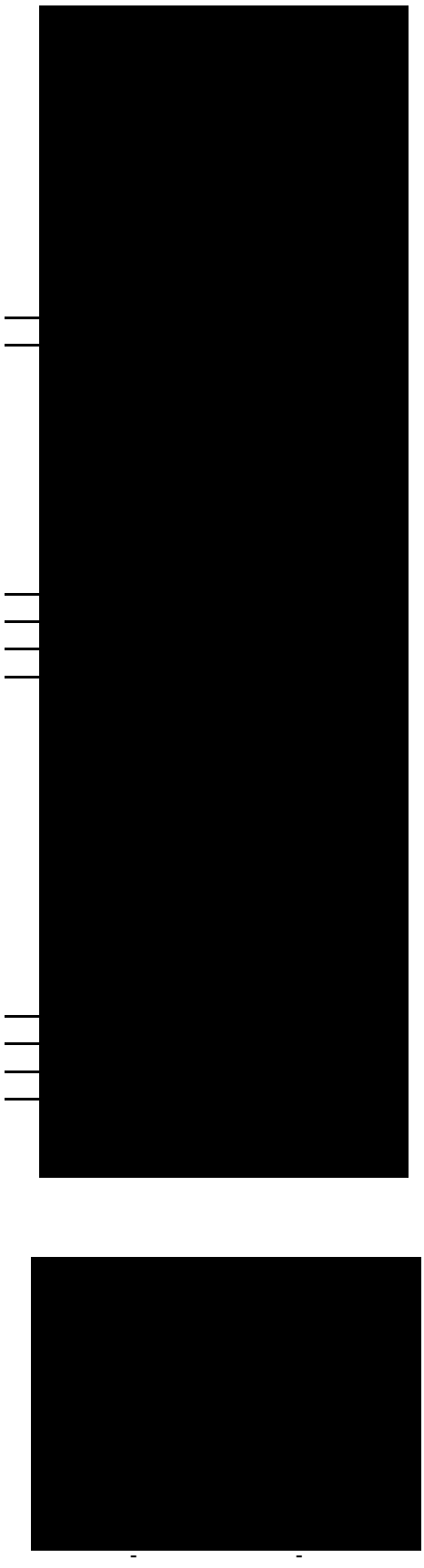














Balance Sheet

CUBE:	clhprod:Finance				
Scenarios	Actuals				
Products	All Products				
Departments	All Departments				
Measures	Budget Values				
Currency	Local Currency				
Periods-Months	Jan-2016 YTD	Feb-2016 YTD	Mar-2016 YTD	Apr-2016 YTD	May-2016 YTD

		[redacted]
Assets		
Cash	**CASH**	
Marketable Securities	**MKT**	
Total Cash:		
Accounts Receivable	**RECE**	
Unbilled Receivables	**UNBI**	
Allowance for Bad Debt	**ALLO**	
Accounts Receivable - I/C	**IC**	
Total Acounts Receivable:	**Tot**	
Deferred Costs	**DEF C**	
Supplies Inventory	**INVE**	
Prepaid Expenses	**PREP**	
Deferred Taxes - Asset	**DEFE**	
Redundable Income Tax	**REFU**	
Assets Held For Sale	**ASSE**	
Total Current Assets		
Land	**LAND**	
Buildings & Improvements	**BUIL**	
Camp Equipment	**CAMP**	
Vehicles	163	
Office Equipment	161	
Computer Equipment	162	
Equipment	164	
Total Equipment		
Furniture & Fixtures	**F&F**	
Construction in Process	**CIP**	
Asset Retirement Costs	**ASSE**	
Landfills	**LAND**	
Accumulated Depreciation	**ACCU**	
Total P P & E	**Ttoal**	
Cash - Restricted	**CASH**	
Restricted Cash - Escrow	**ESCR**	
Goodwill	**GOO**	
Permits	**PERM**	
Deferred Financing Costs	**DEF F**	

Balance Sheet

Deferred Compensation Cost	**DEF_COMP_COST**
Investments in Subsidiaries	**INV IN SUB**
Equity Investment in Joint Ven	**EQUITY_INV_JV**
Deferred Taxes	**DEFEERED TAXES**
Auction Rate Securities	**AUCTION SECURITIES**
Other, Operations (region)	**OTHER**
Total Other Assets:	
Total Assets:	
Liabilities:	
Accounts Payable	**ACCT PAY**
Bank Overdrafts	**BANK OVERDRAFTS**
Current Portion LTD	**CURR LTD**
Current Portion-Capital Leases	**CURR CAPLSE**
Deferred Revenue	**DEFERRED REVENUE**
Accrued Disposal	**ACCR DISP**
Other Accrued Expenses	**OTHER ACCR**
Current Portion of Env. Liab.	**CURR EL**
Income Tax Payable	**INC TAX PAY**
Deferred Tax - Liability	**DEFERRED TAX LIAB**
Liabilities Held For Sale	**LIAB_HELD_FOR_SALE**
Total Current Liabilities:	
Long Term Debt, less current	**LTD**
Long Term-Capital Leases	**LT CAP LSE**
Environmental Liabilities	**ENV LIAB**
Promissory Note	**PROM NOTE**
Note Receivables	**NOTE REC**
Long Term Liability - Other	**LTD OTHER**
Accrued Pension Cost	**ACCR PEN COST**
Deferred Tax - Liability	**DEFERRED TAX LT**
Total Other Liabilities	
Total Liabilities:	
Non Controlling Interest Liab	**NONCONTINTERESTLB**
Equity	
Redeemable Preferred Stock	**REDEEMABLE PS**
Preferred Stock	**PREFERRED**
Common Stock	**COMMON STOCK**
Treasury Stock	**TREASURY STOCK**
Additional Paid in Capital	**APIC**
Def Comp Cost - Contra -Equity	**DEF_COMP_CONTRA_EQ**
Unrealized Gain (Loss)	**UNREALIZED**
Employee Participation Plan	**SHARES EMP PART PLAN**
Retained Earnings: Prior Year	**RE PRIOR**
Income (Loss) Current Year	**INCOME STATEMENT**
Total Stockholder's Equity:	
Total Liabilities & Equity:	

[redacted]

Balance Sheet

	Difference	-	-	-	-	-

Net Income Tie Out

EBITDA
INC_LOSS_DISOPS
Other Income (Loss)
DEPR
INTERESTACCRETION
INTEREST EXP
INTEREST INC/EXP
EXITEM
RESTRUCTURING
EQ_INC_LOSS_JV
INC TAX
income statement
PLANT NET
FACILITY NET
DIV INC/EXP
P&L net income
B/S net income
Difference

[redacted]

Balance Sheet

		0.155289	**0.153478**	**0.151527**	**0.150308**	**0.150793**	**0.152879**
Jun-2016 YTD							
		Jan-2016 YTD	**Feb-2016 YTD**	**Mar-2016 YTD**	**Apr-2016 YTD**	**May-2016 YTD**	**Jun-2016 YTD**
		USD $	USD $	USD $	USD $	USD $	USD $
TRINI		**Total**	**Total**	**Total**	**Total**	**Total**	**Total**

[redacted]

Balance Sheet



Balance Sheet

- - - - - - -



Catalyst - Consolidated Balance Sheet - USD$ converted

Assets		
	Cash	**CASH**
	Marketable Securities	**MKT SECURITIES**
	Total Cash:	**Total Cash**
	Accounts Receivable	**RECEIVABLES**
	Unbilled Receivables	**UNBILLED AR**
	Allowance for Bad Debt	**ALLOWANCE**
	Accounts Receivable - I/C	**IC**
	Total Acounts Receivable:	**Total Accounts Receivable**
	Deferred Costs	**DEF COSTS**
	Supplies Inventory	**INVENTORY**
	Prepaid Expenses	**PREPAID**
	Deferred Taxes - Asset	**DEFERRED EXP**
	Redundable Income Tax	**REFUND TAX**
	Assets Held For Sale	**ASSETHELDFORSALE**
Total Current Assets		**Total Current Assets**
	Land	**LAND**
	Buildings & Improvements	**BUILDING**
	Camp Equipment	**CAMPS**
	Vehicles	1630 - Vehicles
	Office Equipment	1610 - Office Equipment
	Computer Equipment	1620 - Computer Equipment
	Equipment	1640 - Equipment
	Total Equipment	
	Furniture & Fixtures	**F&F**
	Construction in Process	**CIP**
	Asset Retirement Costs	**ASSET RETIREMENT**
	Landfills	**LANDFILLS**
	Accumulated Depreciation	**ACCUM DEPR**
Total P P & E		**Total**
	Cash - Restricted	**CASH RESTRICTED**
	Restricted Cash - Escrow	**ESCROW**
	Goodwill	**GOODWILL**
	Permits	**PERMITS**
	Deferred Financing Costs	**DEF FC**
	Deferred Compensation Cost	**DEF_COMP_COST**
	Investments in Subsidiaries	**INV IN SUB**
	Equity Investment in Joint Ven	**EQUITY_INV_JV**
	Deferred Taxes	**DEFEERED TAXES**
	Auction Rate Securities	**AUCTION SECURITIES**
	Other, Operations (region)	**OTHER**
Total Other Assets:		
Total Assets:		
Liabilities:		
	Accounts Payable	**ACCT PAY**
	Bank Overdrafts	**BANK OVERDRAFTS**
	Current Portion LTD	**CURR LTD**
	Current Portion-Capital Leases	**CURR CAPLSE**
	Deferred Revenue	**DEFERRED REVENUE**

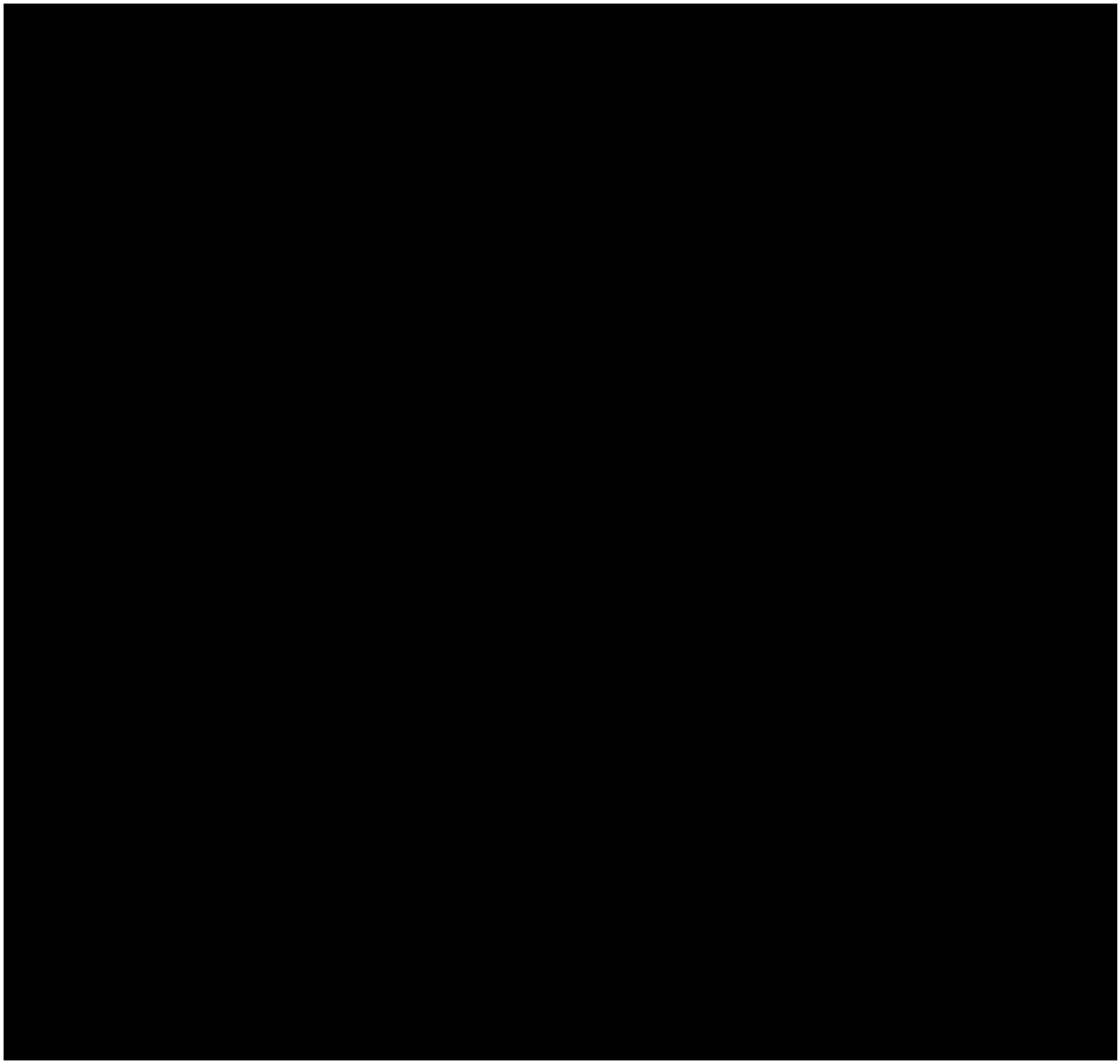
	Accrued Disposal	**ACCR DISP**
	Other Accrued Expenses	**OTHER ACCR**
	Current Portion of Env. Liab.	**CURR EL**
	Income Tax Payable	**INC TAX PAY**
	Deferred Tax - Liability	**DEFERRED TAX LIAB**
	Liabilities Held For Sale	**LIAB_HELD_FOR_SALE**
	Total Current Liabilities:	
	Long Term Debt, less current	**LTD**
	Long Term-Capital Leases	**LT CAP LSE**
	Environmental Liabilities	**ENV LIAB**
	Promissory Note	**PROM NOTE**
	Note Receivables	**NOTE REC**
	Long Term Liability - Other	**LTD OTHER**
	Accrued Pension Cost	**ACCR PEN COST**
	Deferred Tax - Liability	**DEFERRED TAX LT**
	Total Other Liabilities	
Total Liabilities:		
	Non Controlling Interest Liab	**NONCONTINTERESTLB**
Equity		
	Redeemable Preferred Stock	**REDEEMABLE PS**
	Preferred Stock	**PREFERRED**
	Common Stock	**COMMON STOCK**
	Treasury Stock	**TREASURY STOCK**
	Additional Paid in Capital	**APIC**
	Def Comp Cost - Contra -Equity	**DEF_COMP_CONTRA_EQ**
	Unrealized Gain (Loss)	**UNREALIZED**
	Employee Participation Plan	**SHARES EMP PART PLAN**
	Retained Earnings: Prior Year	**RE PRIOR**
	Income (Loss) Current Year	**INCOME STATEMENT**
Total Stockholder's Equity:		
Total Liabilities & Equity:		

	Difference
Net Income Tie Out	**EBITDA**
	INC_LOSS_DISOPS
	Other Income (Loss)
	DEPR
	INTERESTACCRETION
	INTEREST EXP
	INTEREST INC/EXP
	EXITEM
	RESTRUCTURING
	EQ_INC_LOSS_JV
	INC TAX
	income statement
	PLANT NET
	FACILITY NET
	DIV INC/EXP
	P&L net income
	B/S net income

Difference

	Jan-2016 YTD	Feb-2016 YTD	Mar-2016 YTD	Apr-2016 YTD	May-2016 YTD	Jun-2016 YTD
	USD $	USD $	USD $	USD $	USD $	USD $
[redacted]						







IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re: ZACHRY HOLDINGS, INC., et al1 Debtor.	Chapter 11 Case No. 24-90377
ZACHRY HOLDINGS, INC., Plaintiff, v. TIMMY BRIGNAC AND SHONDA BRIGNAC, Defendants.	Adv. Pro. No. 24-03146

TEMPORARY RESTRAINING ORDER ENJOINING THE CONTINUED PROSECUTION OR EXPANSION OF *BRIGNAC V. 3M COMPANY ET AL.*, 127-046 (LA. 10/15/2019) AGAINST THE NON-DEBTOR DEFENDANT

Upon the emergency motion (the "Motion") of Clean Harbors, Inc., Clean Harbors Industrial Services, Inc., and HPC Industrial Services, LLC (collectively, "Clean Harbors"), for entry of temporary restraining order (the "TRO") temporarily enjoining the continued prosecution of or expansion of *Brignac v. 3M Company, Shell Catalysts & Technologies LP; Cat Tech, LLC; Turner Industries Group, LLC; Brock Services, LLC; Anco Insulations, Inc.*, 127-046 (La. 10/15/2019) (the "*Brignac* Suit") against the Non-Debtor Defendant, Clean Harbors; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion

is in the best interest of Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Clean Harbros' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court, if any (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court, and after due deliberation and sufficient case appearing therefore, it is HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The continued prosecution (including, for the avoidance of doubt, as it relates to any discovery or other pretrial motion practice or proceedings) of or the expansion of the *Brignac* Suit against Clean Harbors, is enjoined through and until _____ (120 days from entry of this Order), which date may be extended for good cause or consent of the parties.
3. For the avoidance of doubt, the relief ordered herein shall apply to all claims asserted in the *Brignac* Suit, regardless of whether the identified action has been removed, remanded, transferred, dismissed, and refiled under a different case number, or is on appeal.
4. This Order shall not affect the exceptions to the automatic stay contained in Bankruptcy Code § 362(b) or the right of any party in interest to seek relief from the automatic stay in accordance with Bankruptcy Code §§ 362(d) or 362(f).
5. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

6. Pursuant to Bankruptcy Rule 7065, the security requirements shall be waived.
7. Notwithstanding any provision to the contrary of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, or the Bankruptcy Local Rules, this Order shall take immediate effect upon signature.
8. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

Houston, Texas

Dated: _____, 2024

_____
UNITED STATES BANKRUPTCY JUDGE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re: ZACHRY HOLDINGS, INC., et al1 Debtor.	Chapter 11 Case No. 24-90377
ZACHRY HOLDINGS, INC., Plaintiff, v. TIMMY BRIGNAC AND SHONDA BRIGNAC, Defendants.	Adv. Pro. No. 24-03146

ORDER EXTENDING THE AUTOMATIC STAY TO THE NON-DEBTOR DEFENDANT IN *BRIGNAC V. 3M COMPANY ET AL.*, 127-046 (LA. 10/15/2019) AND GRANTING PRELIMINARY INJUNTIVE RELIEF

Upon the emergency motion (the "Motion") of Clean Harbors, Inc., Clean Harbors Industrial Services, Inc., and HPC Industrial Services, LLC (collectively, "Clean Harbors"), for entry of an order (this "Order") confirming that the automatic stay prohibits the prosecution of *Brignac v. 3M Company, Shell Catalysts & Technologies LP; Cat Tech, LLC; Turner Industries Group, LLC; Brock Services, LLC; Anco Insulations, Inc.*, 127-046 (La. 10/15/2019) (the "*Brignac* Suit") against the Non-Debtor Defendant, Clean Harbors, and preliminary injunctive relief pursuant to § 105 of title 11 of the United States Code (the "Bankruptcy Code") halting the continued prosecution of or expansion of the *Brignac* Suit against Clean Harbors' during the pendency of the chapter 11 cases, all as more fully set out in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and that this Court may enter

a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interest of Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court, if any (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court, and after due deliberation and sufficient case appearing therefore, it is HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. Pursuant to Bankruptcy Code § 362, the automatic stay of the Bankruptcy Code prohibits the prosecution of the *Brignac* Suit against Clean Harbors.
3. Pursuant to Bankruptcy Code § 362, the automatic stay of the Bankruptcy Code is hereby extended to Clean Harbors during the pendency of the chapter 11 cases.
4. Pursuant to Bankruptcy Code § 105, the *Brignac* Plaintiffs are hereby enjoined from continuing the *Brignac* Suit against Clean Harbors and from continuing to prosecute or expand upon its claims brought in the *Brignac* Suit against Clean Harbors therein during the pendency of the chapter 11 cases.
5. For the avoidance of doubt, the relief ordered herein shall apply to all claims asserted in the *Brignac* Suit, regardless of whether the identified action has been removed, remanded, transferred, dismissed and refiled under a different case number, or is on appeal.

6. This Order shall not affect the exceptions to the automatic stay contained in Bankruptcy Code § 362(b) or the right of any party in interest to seek relief from the automatic stay in accordance with Bankruptcy Code §§ 362(d) or 362(f).
7. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.
8. This Order shall remain in full force and effect until further order of this Court.
9. Pursuant to Bankruptcy Rule 7065, the security requirements shall be waived.
10. Notwithstanding any provision to the contrary of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, or the Bankruptcy Local Rules, this Order shall take immediate effect upon signature.
11. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

Houston, Texas

Dated: _____, 2024

_____
UNITED STATES BANKRUPTCY JUDGE