VILLANOVA STORAGE TANK ADDENDUM

This Villanova Storage Tank Addendum (this “Addendum”) describes the terms and conditions applicable to companies providing these services to Villanova University ("Villanova"). This Addendum amends the terms and conditions of the Agreement described below. In the event of a conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, the terms and conditions of this Addendum will control with respect to the subject matter of this Addendum.

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<tr>
<th>Company:</th>
<th>Full Legal Name</th>
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<tbody>
<tr>
<td>Agreement:</td>
<td>Environmental Health and Safety Services Agreement dated , 20</td>
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1. Title, risk of loss, and other incidents or ownership shall be transferred from Villanova to Company at the moment Company or its subcontractors take possession or control of the waste.

2. Hazardous waste shall be transported via a certified Controlled Hazardous Substance (CHS) transport vehicle, which shall be in good repair and working order. The drivers of all such transport vehicles shall be certified and licensed by US DOT or other appropriate licensing authority.

3. If transporting hazardous waste, CPTS certifies that it is in compliance with all applicable parts of 49 CFR (Code of Federal Regulations) including, but not limited to, maintaining emergency response information during transportation as required by 49 CFR Part 172 Subpart G, and providing training to employees as required by 49 CFR Part 172 Subpart H.

4. Company shall prepare, execute, and maintain all necessary documentation on Villanova’s behalf applicable to both pre and post transportation.

5. Company shall notify Villanova, in writing, within thirty (30) days of shipment, that Villanova’s waste has been received by the Disposal Facility. This notification shall be made in writing to Attention: Environmental Health & Safety, Villanova University, 800 Lancaster Avenue, Villanova, PA 19085 and as otherwise required by law.

6. Company shall provide to Villanova’s Department of Environmental Health & Safety a Certificate of Disposal or Destruction that verifies the proper disposal or treatment of Villanova’s waste at the earliest possible date, but not later than ninety (90) days from the date of pickup. VILLANOVA’S WASTE SHALL NOT BE STORED FOR LONG TIME PERIODS ONCE REMOVED FROM VILLANOVA. ULTIMATE DISPOSAL IS REQUIRED WITHIN THE TIME PERIODS REQUIRED IN PROVISION #5 ABOVE AND LAWS.

7. Company shall designate one individual as its main representative responsible for all scheduling, billing, customer service issues, and/or problems that might arise. In the event that Villanova is not satisfied with this individual’s performance, Company shall provide a satisfactory replacement upon written notice from Villanova.

8. The fees shall include all cost of characterization, identification, handling, personnel training, certifications, labeling, placarding, packaging, storage, disposal, and services under warranty, transportation, delivery, F.O.B. Destination to the designated Villanova location and ultimate disposal facility(ies).

9. Contractors shall comply with all applicable current and future laws, including but not limited to:
   (a) 40 CFR 240-271, Protection of the Environment, Subchapter I-Solid Waste;
   (b) 40 CFR 300-399, Protection of the Environment, Subchapter J-Superfund Programs;
   (c) 46 CFR 140-155, Shipping, Department of Transportation;
   (d) 49 CFR Subtitle B, 100-199, 300-399, Other Regulations Relating to Transportation;
   (e) 29 CFR 1910, Occupational Safety and Health Administration Safety and Health Standards; including, but not limited to: 1910.1200, Hazard Communication;
   (f) 29 CFR 1926, Occupational Safety and Health Administration Construction Industry Standards; and
(g) Pennsylvania Hazardous Waste Generator Handbook, and DCMR 40 Hazardous Wastes.

10. Company warrants and represents that, in the performance of this Agreement, Contractors:
   (a) understand the currently known hazards that are presented to person, property, and the environment in
       the handling of hazardous and chemical wastes;
   (b) will perform all work in a safe, efficient, and lawful manner using industry-accepted servicing practices;
   (c) have all permits or approvals required for the servicing of the waste that is the subject of this Agreement;
   (d) shall be able to routinely handle explosives and gas cylinders;
   (e) are skilled in the handling and disposal of hazardous and chemical wastes and are regularly engaged in such
       activity; and
   (f) will comply with all the requirements of current and future laws applicable to the Services, including, but
       not limited to, laws governing:
       • accumulation of waste on site, including appropriate storage containers for hazardous waste and
         chemicals, and storage time limits;
       • consolidation of wastes;
       • personal training and certification;
       • characterization and identification of wastes;
       • labelling, placarding, and manifesting of containers and shipments;
       • transportation;
       • treatment;
       • disposal;
       • Certificate of Disposal or Destruction;
       • reportable incidents; and
       • work safety.

11. Company shall supply to Villanova copies of all permits and licenses required by any and all current and future
    federal, state, and local laws, rules regulations, ordinances, order, or official notices that govern these Services, including
    permits and licenses held by Contractors. In addition, Villanova shall have the right to inspect and test transportation
    vehicles, packing and shipping containers provided by Contractors, and to inspect the handling, loading, transportation,
    storage or disposal operations conducted by Contractors in the performance of this Agreement. In the event that such
    vehicles or containers are not approved by Villanova, Company shall not be entitled to increased costs for the use of
    alternative, approved vehicles or containers.

12. In addition to the insurance requirements in the Agreement, Company, and any subcontractor thereof, shall, at its
    own expense, secure and maintain the following during the term of the Agreement. Any policy written on a per claim basis
    must include tail coverage for a period of at least three (3) years. The below must be evidenced on the Certificate of Insurance.
    (a) Contractors must carry Contractors Pollution Liability with a limit of not less than $5,000,000 each occurrence.
        This policy shall include coverage for pollution conditions resulting from Contractor’s work at Villanova, including
        The Inn at Villanova University. Coverage must apply to clean-up and third-party bodily injury and property damage
        claims and related legal defense expense due to a pollution condition. This policy for Contractors other than the
        Disposal Facility must include coverage for Non-Owned Disposal Sites and this coverage must be specifically evidenced
        on the Insurance Certificate. The Contractors Pollution Liability coverage can be satisfied by a stand-alone policy, or
        under the General Liability or Professional Liability policy that has an affirmative grant of coverage for Pollution
        Liability including the requirements listed herein. The Contractors Pollution Liability coverage and its corresponding
        limits must be specifically evidenced on the Insurance Certificate.
    (b) Contractors who transport waste must evidence the Pollution Liability-Broadened Coverage for Covered Autos
        Endorsement (Form CA 99 48 03 06) or the equivalent under the Automobile Liability policy. Contractors who are
        subject to the Motor Carrier Act, must include Motor Carrier Endorsement (MCS-90). The Pollution Liability-
        Broadened Coverage for Covered Autos Endorsement and the Motor Carrier Endorsement (if applicable) must be
        specifically evidenced on the Insurance Certificate.
    (c) Contractors who provide recommendations to Villanova for disposal or who arrange for disposal must carry
        Professional Liability with a limit of not less than $3,000,000 each claim.
(d) Disposal Facility shall carry a **Pollution Legal Liability/ Environmental Impairment Liability** policy with a limit of not less than $5,000,000 each claim that covers pollution conditions on, at, under, or emanating from Disposal Facility’s treatment, storage, or disposal location(s). Coverage must apply to on-site and off-site clean-up third party claims for bodily injury or property damage on-site and off-site and related legal defense expense. If Disposal Facility will be transporting waste after it arrives at Disposal Facility, coverage must apply to the transportation of waste.

For good and valuable consideration and intending to be legally bound, Company and Villanova have caused their duly authorized representatives to execute this Addendum below.

**[COMPANY]**

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<tr>
<th>By:</th>
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**VILLANOVA UNIVERSITY**

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<th>By:</th>
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