

## CONTRACT – INTERIM OPERATIONS (R12/R13 and D13/D14/D15)

### Shipment of waste destined for an interim (recovery or disposal) operation in a member state followed by a delivery of waste destined for a non-interim recovery or disposal operation

(The items 11-14 do not necessarily need to be part of the contract but can be presented in a different way)

Entered according to Regulation (EC) No 1013/2006 of 14 June 2006 on shipments of waste (the European Union implementation of The Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal).

1. Notification no: \_\_\_\_\_
2. Notifier is: SHELL BRASIL PETROLEO LTDA. (*Name*)
3. Producer(s) of the waste is (are): SHELL BRASIL PETROLEO LTDA. (*Name*)
4. Consignee of the waste is MODERN AMERICAN RECYCLING SERVICES, EUROPE A/S (*Name*)
5. Interim disposal/recovery facility is MODERN AMERICAN RECYCLING SERVICES, EUROPE A/S (*Company*)
6. Name, characteristics of the waste (*detailed inventory of the waste, where of different origin*)  
  
FPSO FLUMINENSE – MAINLY STEEL, OTHER METALS, AND NON-HAZ WASTE (99,22%)  
AND HAZ WASTE (00,78%)
7. Processing code: R3/R4/R5/R9/R12+D1/D10 (*R- or D-code*)
8. MODERN AMERICAN RECYCLING SERVICES, EUROPE A/S (*the interim disposal/recovery facility*) obliges, in accordance with Article 5(4)(a), Article 15(d) and/or Article 15(e) to provide to the notifier and to the competent authorities concerned a certificate that the interim recovery or disposal has been completed in accordance with the notification and the conditions specified therein and the requirements of the Regulation. The certificate shall be provided as soon as possible, but no later than 30 days after completion of the interim recovery or disposal operation and no later than one calendar year, or a shorter period in accordance with Article 9(7), following receipt of the waste.

9. Notifier: SHELL BRASIL PETROLEO LTDA obliges in accordance with Article 5(3)(a) to take back the waste if the shipment or the recovery or disposal has not been completed as intended or if it has been effected as an illegal shipment, in accordance with Article 22 and Article 24(2).
10. Consignee: MODERN AMERICAN RECYCLING SERVICES, EUROPE A/S obliges in accordance with Article 5(3)(b) to recover or dispose of the waste if it has been effected as an illegal shipment, in accordance with Article 24(3).
11. Amount of recovered waste is 52814266 (*quantity in tonne*). Quantity of non-recoverable waste amounts to 413034 (*quantity in tonne*)
12. The non-recoverable fraction will be disposed of by:  
(D1/D10)
- 
13. The contract is valid until certificates have been issued in accordance with Article 15(e) and Article 15(d).
14. Consignee: MODERN AMERICAN RECYCLING SERVICES, EUROPE A/S obliges to submit, where applicable, a notification to the initial competent authority of the initial country of dispatch in accordance with Article 15 (f)(ii).
15. Notifier: SHELL BRASIL PETROLEO LTDA , obliges that in the event naturally occurring radioactive material ("NORM") is detected on FPSO FLUMINENSE during interim recovery, and such NORM has readings above the threshold level of 1.6 cps, as per Consignee NORM approval AAKTIL-00001035, such NORM will be shipped and returned by Notifier to either (i) the initial country of dispatch, or (ii) a third country, for disposal in accordance with all applicable legislation of the receiving country.

Signature concerning items 1-15

DocuSigned by:  
*Luis Storino*

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Luis Gustavo Storino Bastos

SHELL BRASIL PETROLEO LTDA

Signature concerning items 1-15

DocuSigned by:  
*okim Thygesen*

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Kim Thygesen

MODERN AMERICAN RECYCLING SERVICES, EUROPE A/S