developed to implement the Work (including any work plans developed to implement the Remedial Action under the UAO and the O & M Manual developed under the UAO):

Penalty Per Violation Per Day	Period of Noncompliance
$1000	1st through 14th day
$2000	15th through 30th day
$5000	31st day and beyond

d. Stipulated Penalty Amounts - Reports, Written Submittals, and Notices. Settling Work Defendants shall be liable to the United States for the following stipulated penalties, per violation per day, for failure to submit any report, written submittal, or notice as required by this Consent Decree, or by any work plans developed to implement the Work (including any work plans developed to implement the Remedial Action under the UAO and the O & M Manual developed under the UAO):

Penalty Per Violation Per Day	Period of Noncompliance
$500	1st through 14th day
$1000	15th through 30th day
$2000	31st day and beyond

e. Stipulated Penalty - Work Takeover. In the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 68 of this Consent Decree, Settling Work Defendants shall be liable for a stipulated penalty in the amount of $500,000.

f. Notice of Noncompliance. Following EPA's determination that Settling Work Defendants have failed to comply with a requirement of this Consent Decree, EPA may give Settling Work Defendants written notification of the same and describe the noncompliance. EPA may send the Settling Work Defendants a written demand for the payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified the Settling Work Defendants of a violation. Settling Work Defendants shall pay Interest on the unpaid balance, which shall begin to accrue on the date of a written demand made pursuant to this Subparagraph.

g. Penalty Accrual.

(1) All penalties under this paragraph shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: (1) with respect to a deficient submission under Section XI (EPA Approval of Plans and Other Submissions), during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Settling Work Defendants of any deficiency; (2) with respect to a decision by the EPA Region 5 Superfund Division Director under Paragraph 57.b or 58.a of Section XIX (Dispute Resolution), during the period, if any, beginning on the 21st day

after the date that Settling Work Defendants' reply to EPA's Statement of Position is received until the date that the Superfund Division Director issues a final decision regarding such dispute; or (3) with respect to judicial review by this Court of any dispute under Section XIX (Dispute Resolution), during the period, if any, beginning on the 31st day after the Court's receipt of the final submission regarding the dispute until the date that the Court issues a final decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

(2) Penalties shall continue to accrue as provided in the preceding Subparagraph during any dispute resolution period, but need not be paid until the following:

(a) If the dispute is resolved by agreement or by a decision of EPA that is not appealed to this Court, accrued penalties determined to be owing shall be paid to EPA within 15 days of the agreement or the receipt of EPA's decision or order;

(b) If the dispute is appealed to this Court and the United States prevails in whole or in part, Settling Work Defendants shall pay all accrued penalties determined by the Court to be owed to EPA within 60 days of receipt of the Court's decision or order, except as provided in Subparagraph c below;

(c) If the District Court's decision is appealed by any Party, Settling Work Defendants shall pay all accrued penalties determined by the District Court to be owing to the United States into an interest-bearing escrow account within 60 days of receipt of the Court's decision or order. Penalties shall be paid into this account as they continue to accrue, at least every 60 days. Within 15 days of receipt of the final appellate court decision, the escrow agent shall pay the balance of the account to EPA or to Settling Work Defendants to the extent that they prevail.

h. Continuing Obligations. The payment of penalties shall not alter in any way Settling Work Defendants' obligation to complete the performance of the Work required under this Consent Decree.

XXI. COVENANTS NOT TO SUE BY PLAINTIFFS

63. In consideration of the actions that will be performed and the payments that will be made by the Settling Defendants under the terms of the Consent Decree, and except as specifically provided in Paragraphs 64-67 of this Section: (1) the United States covenants not to sue or to take administrative action against Settling Defendants pursuant to Sections 106 and 107(a) of CERCLA relating to the Site; and (2) the United States and the State covenant not to sue the Settling Defendants for Natural Resource Damages pursuant to Section 107(f) of CERCLA and Section 311(f) of the CWA. These covenants not to sue shall take effect upon the receipt by the United States and the State of the total payments required by Subparagraphs 41.b. and 41.c. of this Consent Decree. These covenants not to sue are conditioned upon the

satisfactory performance by Settling Defendants of their obligations under this Consent Decree. These covenants not to sue extend only to the Settling Defendants and do not extend to any other person.

64. Special Reservations Regarding Response Action. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel the Settling Defendants

a. to perform further response actions relating to the Site, or

b. to reimburse the United States for additional costs of response if, subsequent to February 14, 2006 (i.e., the date of EPA's approval of the Final Construction Completion Report for the Remedial Action):

(1) conditions at the Site, previously unknown to EPA, are discovered, or

(2) information, previously unknown to EPA, is received, in whole or in part,

and EPA determines that these previously unknown conditions or this information together with other relevant information indicate that the Remedial Action is not protective of human health or the environment.

65. For purposes of Paragraph 64, the information and the conditions known to EPA shall include only that information and those conditions known to EPA as of the date of EPA's approval of the Final Construction Completion Report for the Remedial Action and set forth in the Record of Decision, the administrative record supporting the Records of Decision, the post-ROD administrative record, or in any information received by EPA pursuant to the requirements of this Consent Decree prior to the date of EPA's approval of the Final Construction Completion Report for the Remedial Action.

66. Special Reservations Regarding Natural Resource Damages. Notwithstanding any other provision of this Consent Decree, the United States and the State reserve the right to institute proceedings against the Settling Defendants in this action or in a new action seeking recovery of Natural Resource Damages, including costs of damages assessment, based on: (i) conditions with respect to the Site or the Impacted Wetlands Habitat Area, unknown to DOI or IDEM and IDNR as of the date of lodging of this Consent Decree, that result in releases of hazardous substances that contribute to injury to, destruction of, or loss of Natural Resources; or (ii) information received by DOI or IDEM and IDNR after the date of lodging of this Consent Decree which indicates that there is injury to, destruction of, or loss of Natural Resources at the Site or the Impacted Wetlands Habitat Area that is of a type that was unknown, or of a magnitude greater than was known, to DOI or IDEM and IDNR at the date of lodging of this Consent Decree.

67. General Reservations of Rights. The United States and the State reserve, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all matters not expressly included within Plaintiffs covenant not to sue. Notwithstanding any other provision of this Consent Decree, the United States and the State reserve all rights against Settling Defendants with respect to:

a. claims based on a failure by Settling Defendants to meet a requirement of this Consent Decree;

b. liability for response actions or response costs arising from the past, present, or future disposal, release, or threat of release of Waste Material outside of the Site;

c. liability for damages for injury to, destruction of, loss of, loss of use of, or impairment of Natural Resources outside of the Site or the Impacted Wetlands Habitat Area;

d. liability based upon a Settling Defendant's ownership or operation of the Site, or upon a Settling Defendant's transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal of Waste Material at or in connection with the Site, other than as provided in the RODs, the Work, or otherwise ordered by EPA, after signature of this Consent Decree by the Settling Defendants;

e. criminal liability; and

f. liability for violations of federal or state law that occur during or after implementation of the Remedial Action.

68. Work Takeover In the event EPA determines that Settling Work Defendants have ceased implementation of any portion of the Work, are seriously or repeatedly deficient or late in their performance of the Work, or are implementing the Work in a manner that may cause an endangerment to human health or the environment, EPA may assume the performance of all or any portions of the Work as EPA determines necessary. Settling Work Defendants may invoke the procedures set forth in Section XIX (Dispute Resolution), Paragraph 57 (record review), to dispute EPA's determination that takeover of the Work is warranted under this Paragraph. Costs incurred by the United States in performing the Work pursuant to this Paragraph shall be considered Future Response Costs that Settling Work Defendants shall pay pursuant to Subparagraph 42.a.

69. Notwithstanding any other provision of this Consent Decree, the United States retains all authority and reserves all rights to take any and all response actions authorized by law.

XXII. COVENANTS BY SETTLING DEFENDANTS

70. Covenant Not to Sue. Subject to the reservations in Paragraph 71, Settling Defendants hereby covenant not to sue and agree not to assert any claims or causes of action against the United States or the State with respect to the Site, Natural Resource Damages, or this Consent Decree, including, but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 107, 111, 112, 113 or any other provision of law;

b. any claims against the United States, including any department, agency or instrumentality of the United States under CERCLA Sections 107 or 113 or CWA Section 311(f) related to the Site or Natural Resource Damages, or

c. any claims arising out of response actions at or in connection with the Site or Natural Resource Damages, including any claim under the United States Constitution, the State of Indiana Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law.

Except as provided in Paragraph 73 (Waiver of Certain Claims) and Paragraph 78 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply in the event that the United States or the State brings a cause of action or issues an order pursuant to the reservations set forth in Paragraphs 64-67, but only to the extent that Settling Defendants' claims arise from the same response action, response costs, or damages that the United States or the State is seeking pursuant to the applicable reservation.

71. The Settling Defendants reserve, and this Consent Decree is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, any such claim shall not include a claim for any damages caused, in whole or in part, by the act or omission of any person, including any contractor, who is not a federal employee as that term is defined in 28 U.S.C. § 2671; nor shall any such claim include a claim based on EPA's selection of response actions, or the oversight or approval of the Settling Defendants' plans or activities. The foregoing applies only to claims that are brought pursuant to any statute other than CERCLA and for which the waiver of sovereign immunity is found in a statute other than CERCLA.

72. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

73. Waiver of Certain Claims.

a. Settling Defendants' Waiver of Claims Against *De Micromis* Parties. Settling Defendants agree not to assert any claims and to waive all claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any person where the person's liability to Settling Defendants with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if:

(1) any materials contributed by such person to the Site constituting Municipal Solid Waste (MSW) or Municipal Sewage Sludge (MSS) did not exceed 0.2% of the total volume of waste at the Site; and

(2) any materials contributed by such person to the Site containing hazardous substances, but not constituting MSW or MSS, did not exceed the greater of (i) 0.002% of the total volume of waste at the Site; or (ii) 110 gallons of liquid materials or 200 pounds of solid materials.

This waiver shall not apply to any claim or cause of action against any person meeting the above criteria if EPA has determined that the materials contributed to the Site by such person contributed or could contribute significantly to the costs of response at the Site. This waiver also shall not apply with respect to any defense, claim, or cause of action that a Settling Defendant may have against any person if such person asserts a claim or cause of action relating to the Site against such Settling Defendant.

b. Settling Cash Defendants' Waiver of Claims Against Other Persons Relating to the Site. The Settling Cash Defendants agree not to assert any claims and to waive all claims or causes of action that they may have for all matters relating to the Site, including for contribution; provided, however, that each Settling Cash Defendant reserves the right to assert and pursue all claims, causes of action, and defenses relating to the Site against any person in the event such person first asserts, and for so long as such person pursues, any claim or cause of action against the Settling Cash Defendant relating to the Site. Nothing in this Paragraph shall operate to waive or release any claim or action by a Settling Cash Defendant under any contract of insurance.

c. Settling Defendants' Waiver of Claims Against Other Persons Relating to Natural Resource Damages. The Settling Defendants agree not to assert any claims and to waive all claims or causes of action that they may have for all matters relating to the Natural Resource Damages, including for contribution; provided, however, that each Settling Defendant reserves the right to assert and pursue all claims, causes of action, and defenses relating to the Natural Resource Damages against any person in the event such person first asserts, and for so long as such person pursues, any claim or cause of action against the Settling Defendant relating to the Natural Resource Damages. Nothing in this Paragraph shall operate to waive or release any claim or action by a Settling Defendant under any contract of insurance.

XXIII. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

74. Except as provided in Paragraph 73 (Waiver of Certain Claims), nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this decree may have under applicable law. Except as provided in Paragraph 73 (Waiver of Certain Claims), each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

75. The Parties agree, and by entering this Consent Decree this Court finds, that the Settling Defendants are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), for matters addressed in this Consent Decree. For the purpose of this Section XXIII (Effect of Settlement; Contribution Protection), the "matters addressed" in this settlement are: (1) all response actions taken and to be taken and all response costs incurred or to be incurred by the United States (including Past Response Costs and Future Response Costs) or by any other person (other than the State) with respect to the Site; and (2) Natural Resource Damages.

76. The Settling Defendants agree that with respect to any suit or claim for contribution brought by them for matters related to this Consent Decree they will notify the United States in writing no later than 60 days prior to the initiation of such suit or claim.

77. The Settling Defendants also agree that with respect to any suit or claim for contribution brought against them for matters related to this Consent Decree they will notify in writing the United States within 10 days of service of the complaint on them. In addition, Settling Defendants shall notify the United States within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial.

78. Waiver of Claim Splitting Defenses. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site or the Impacted Wetlands Habitat Area, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section XXI (Covenants Not to Sue by Plaintiffs).

XXIV. ACCESS TO INFORMATION

79. Settling Defendants shall provide to EPA, upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Consent Decree, including, but not limited

to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Settling Defendants shall also make available to EPA, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

80. Business Confidential and Privileged Documents.

a. Settling Defendants may assert business confidentiality claims covering part or all of the documents or information submitted to the United States under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA, or if EPA has notified Settling Defendants that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such documents or information without further notice to Settling Defendants.

b. The Settling Defendants may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendants assert such a privilege in lieu of providing documents, they shall provide the Plaintiff with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the contents of the document, record, or information; and (6) the privilege asserted by Settling Defendants. However, no documents, reports or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged.

81. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XXV. RETENTION OF RECORDS

82. Until 10 years after the Settling Defendants' receipt of EPA's notification pursuant to Paragraph 38.b of Section XIII (Certification of Completion), each Settling Defendant shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to its liability under CERCLA with respect to the Site, provided, however, that Settling Defendants who are potentially liable as owners or operators of the Site must retain, in addition, all documents and records that relate to the liability of any other person under CERCLA with respect to the Site. Each Settling Defendant must also retain, and instruct its contractors and agents to preserve, for the same period of time specified above all non-identical copies of the last draft or final version of any documents or records (including

documents or records in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work, provided, however, that each Settling Defendant (and its contractors and agents) must retain, in addition, copies of all data generated during the performance of the Work and not contained in the aforementioned documents required to be retained. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

83. At the conclusion of this document retention period, Settling Defendants shall notify the United States and the State at least 90 days prior to the destruction of any such records or documents, and, upon request by the United States, Settling Defendants shall deliver any such records or documents to EPA. The Settling Defendants may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendants assert such a privilege, they shall provide the Plaintiffs with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Settling Defendants. However, no documents, reports or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged.

84. Each Settling Defendant hereby certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by the United States or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XXVI. NOTICES AND SUBMISSIONS

85. Whenever, under the terms of this Consent Decree, written notice is required to be given or a report or other document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOI, the State, and the Settling Defendants, respectively.

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ # 90-11-3-531A

and

Superfund Division Director, EPA Region 5
U.S. Environmental Protection Agency
77 West Jackson Blvd.
Chicago, IL 60604

As to EPA:

Scott K. Hansen
EPA Project Coordinator
U.S. Environmental Protection Agency (SR-6J)
77 West Jackson Blvd.
Chicago, IL 60604
hansen.scott@epa.gov (for any reports submitted in electronic form)

As to DOI:

Robyn Thorson
Regional Director
U.S. Fish and Wildlife Service
Bishop Henry Whipple Federal Building
1 Federal Drive
Fort Snelling, MN 55111

Kimberly Gilmore
U.S. Department of the Interior
Office of the Solicitor
Three Parkway Center, Room 385
Pittsburgh, PA 15220

As to the Regional Financial Management Officer:

Financial Management Officer
U.S. Environmental Protection Agency
Mail Code MF-10J
77 West Jackson Blvd.
Chicago, IL 60604

As to the State:

Ms. Christi Bunch
Indiana Dept. of Environmental Management
Office of Management and Budget
Administration
100 N. Senate Ave.
MC60-01 IGCN 1324
Indianapolis, IN 46204-2251

As to the Settling Work Defendants:

To the individual identified on the accompanying signature page for each Settling Work Defendant

As to the Settling Cash Defendants:

To the individual identified on the accompanying signature page for each Settling Cash Defendant

XXVII. EFFECTIVE DATE

86. The effective date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court, except as otherwise provided herein.

XXVIII. RETENTION OF JURISDICTION

87. This Court retains jurisdiction over both the subject matter of this Consent Decree and the Settling Defendants for the duration of the performance of the terms and provisions of this Consent Decree for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this Consent Decree, or to effectuate or enforce compliance with its terms, or to resolve disputes in accordance with Section XIX (Dispute Resolution) hereof.

XXIX. APPENDICES

88. The following appendices are attached to and incorporated into this Consent Decree:

"Appendix A" is the list of Settling Defendants (including separate lists of the Settling Work Defendants and the Settling Cash Defendants).

"Appendix B" contains maps of the Site.

"Appendix C" contains maps of the Impacted Wetlands Habitat Area.

XXX. MODIFICATION

89. Schedules specified in this Consent Decree for completion of the Work may be modified by agreement of EPA and the Settling Work Defendants. All such modifications shall be made in writing.

90. Except as provided in Paragraph 11 (Modification of Work Plans), no material modifications shall be made to any work plans developed to implement the Work (including any work plans developed to implement the Remedial Action under the UAO and the O & M Manual developed under the UAO) without written notification to and written approval of the United States, Settling Work Defendants, and the Court, if such modifications fundamentally alter the basic features of the selected remedy within the meaning of 40 C.F.R. § 300.435(c)(2)(B)(ii). Prior to providing its approval to any modification, the United States will provide the State with a reasonable opportunity to review and comment on the proposed modification. Modifications to any such work plan that do not materially alter that document, or material modifications to a work plan that do not fundamentally alter the basic features of the selected remedy within the meaning of 40 C.F.R. § 300.435(c)(2)(B)(ii), may be made by written agreement between EPA and the Settling Work Defendants.

91. Nothing in this Decree shall be deemed to alter the Court's power to enforce, supervise or approve modifications to this Consent Decree.

XXXI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

92. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment in accordance with CERCLA and 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations that indicate that the Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

93. If for any reason the Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XXXII. SIGNATORIES/SERVICE

94. Each undersigned representative of a Settling Defendant to this Consent Decree and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice and the State of Indiana certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such Party to this document.

95. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree unless the United States has notified the Settling Defendants in writing that it no longer supports entry of the Consent Decree.

96. Each Settling Defendant shall identify, on the attached signature page, the name, address and telephone number of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons. The parties agree that Settling Defendants need not file an answer to the complaint in this action unless or until the court expressly declines to enter this Consent Decree.

XXXIII. FINAL JUDGMENT

97. This Consent Decree and its appendices constitute the final, complete, and exclusive agreement and understanding among the parties with respect to the settlement embodied in the Consent Decree. The parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree.

98. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between and among the United States, the State and the Settling Defendants. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS _____ DAY OF _____, 20___.

COPY

_____

United States District Judge

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. General Motors Corporation, et al.*, (N.D. Ind.) relating to the Lakeland Disposal Service, Inc. Site.

FOR THE UNITED STATES OF AMERICA

5/17/07
Date

W. BENJAMIN FISHEROW
Deputy Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

5/17/07
Date

MARC BORODIN
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

JOSEPH S. VAN BOKKELEN
United States Attorney
Northern District of Indiana

5/21/07
Date

Wayne T. Ault
WAYNE AULT
Assistant United States Attorney
Northern District of Indiana
5400 Federal Plaza, Suite 1500
Hammond, Indiana 46320
Telephone: 219-937-5500
Telecopy: 219-852-2770
Internet Address: wayne.ault@usdoj.gov

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. General Motors Corporation, et al.,* (N.D. Ind.) relating to the Lakeland Disposal Service, Inc. Site.

3/27/07
Date

RICHARD KARL
for Director, Superfund Division - Region 5
U.S. Environmental Protection Agency
77 W. Jackson Blvd.
Chicago, IL 60604

3/27/07
Date

LUIS A. OVIEDO
Assistant Regional Counsel
U.S. Environmental Protection Agency
77 W. Jackson Blvd.
Chicago, IL 60604

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. General Motors Corporation, et al.*, (N.D.Ind.) relating to the Lakeland Disposal Services, Inc., Site.

ON BEHALF OF THE NATURAL RESOURCES TRUSTEES FOR THE STATE OF INDIANA:

Beth Admire, Co-Trustee
Indiana Dept. of Environmental Management

John M. Davis, Co-Trustee
Indiana Dept. of Natural Resources

ON BEHALF OF THE STATE OF INDIANA:

Indiana Attorney General
Steve Carter
Attorney No. 4150-64

By: Charles J. Todd
Charles J. Todd,
Chief Operating Officer

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. General Motors Corporation, et al.,* (N.D. Ind.) relating to the Lakeland Disposal Service, Inc. Site.

FOR General Motors Corporation

Feb. 7th, 2007
Date

Signature: James P. Walle
Name (print): James P. Walle P31198
Title: Attorney, GM Legal Staff
Address: 300 Renaissance Ctr
m/c 482-C24-024
Detroit, MI 48265

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Cassandra Weaver
Title: Legal Assistant
Address: m/c 482-C24-024
300 Renaissance Ctr
Detroit, MI 48265
Ph. Number: 313 665-2508

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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. General Motors Corporation, et al.*, (N.D. Ind.) relating to the Lakeland Disposal Service, Inc. Site.

FOR United Technologies Corporation,
on behalf of its former subsidiary
United Technologies Automotive, Inc.,
n/k/a Lear Corporation EEDS and Interiors

February 23, 2007
Date

Signature: W. F. Leikin
Name (print): William F. Leikin
Title: Assistant General Counsel
Address: United Technologies Corporation
One Financial Plaza
Hartford, CT 06101

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): William F. Leikin
Title: Assistant General Counsel
Address: United Technologies Corporation
One Financial Plaza
Hartford, CT 06101
Ph. Number: (860) 728-6430

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FOR ROBERTSHAW CONTROLS COMPANY

February 15, 2007
Date

Signature:
Name (print): Timothy J. Dolan
Title: Vice President
Address: 1701 Byrd Ave.
Richmond, VA 23230-3011

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Timothy J. Dolan
Title: Vice President
Address: 1701 Byrd Ave.
Richmond, VA 23230-3011

Ph. Number: 804-756-6519

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FOR WARSAW BLACK OXIDE, INC

2-22-07 per authorization from Mike Armey (MMB)
Date

Signature: Craig Doran
Name (print): CRAIG DORAN
Title: PRESIDENT
Address: WARSAW BLACK OXIDE INC.
PO BOX 38
BURKET, IN. 46508

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Craig Doran
Title: President
Address: P.O. Box 38
Burket, IN 46508

Ph. Number: (574) 491-2975

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FOR DA-LITE SCREEN COMPANY, INC.

2/12/07
Date

Signature: [signature]
Name (print): JERRY C YOUNG
Title: OP OF FINANCE
Address: 3100 NORTH DETROIT STREET
WARSAW, IN 46581-0137

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Jerry Young
Title: OP of Finance
Address: 3100 North Detroit Street
Warsaw, IN 46581-0137

Ph. Number: 574-267-8101

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FOR Morton International

Feb 19, 2007
Date

Signature: Jeffrey C Wyant
Name (print): Jeffrey C WYANT
Title: Chief Regulatory Counsel
Address: Rohm and Haas Company
100 Independence Mall West
Philadelphia, PA 19106
ph: 215-592-6782

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): George J. Marek
Title: Legal Counsel for Morton International
Address: Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202-4497
Ph. Number: (414) 277-5537
Facsimile: (414) 978-8838
E-mail: gjm@quarles.com

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FOR Owens-Illinois, Inc.

Febryary 19, 2007
Date

Signature:
Name (print): Susan L. Smith
Title: Counsel
Address: One Michael Owens Way, Plaza Three
Perrysburg, OH 43551

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Susan L. Smith
Title: Counsel
Address: One Michael Owens Way, Plaza Three
Perrysburg, OH 43551

Ph. Number: 419-247-8699

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FOR KOSCIUSKO COUNTY

3-6-07
Date

Signature:
Name (print): Ron Truex
Title: President, Board of Commissioners
Address: of Kosciusko County
Courthouse, 100 W. Center St.
Warsaw, IN 46580

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Michael L. Miner
Title: County Attorney
Address: Miner Lemon & Walston, LLP
523 S. Buffalo Street
Warsaw, IN 46580
Ph. Number: (574) 268-9911

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FOR UNIROYAL, INC.

March 5, 2007
Date

Signature: Robert V. D'Angelo Jr.
Name (print): Robert V. D'Angelo, Jr.
Title: Authorized Representative
Address: 70 Great Hill Road
Naugatuck, CT 06770

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Susan H. Shumway, Esq.
Title: Attorney
Address: 155 Post Road East
Suite 12
Westport, CT 06880
Ph. Number: 203-221-8710

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FOR R.R. Donnelley & Sons Company

2/26/2007
Date

Signature: Monica R. Evans
Name (print): Monica R. Evans
Title: VP + Associate General Counsel
Address: 111 S. Wacker Drive
Chicago, IL 60606

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Same as above
Title:
Address:

Ph. Number: 312-326-7064
e: monica.evans@RRD.com

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FOR CTS Corporation

March 8, 2007
Date

Signature:
Name (print): Richard G. Cutter
Title: V.P., Gen. Counsel & Secretary
Address: 905 West Blvd. North
Elkhart, IN 46514

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Richard G. Cutter
Title: V.P., Gen. Counsel & Secretary
Address: 905 West Blvd. North
Elkhart, IN 46514

Ph. Number: 574.293.7511

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FOR McGill Manufacturing Company, Inc.

March 20, 2007
Date

Signature: Harold J. Lamboley, Jr.
Name (print): Harold J. Lamboley, Jr.
Title: Vice President
Address: 8000 W. Florissant Ave
St. Louis, MO 63136

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Same
Title:
Address:

Ph. Number:

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FOR Johnson Controls, Inc.

4-9-07
Date

Signature:
Name (print): Jerome D. Okarma
Title: Secretary
Address: 5757 N. Green Bay Avenue
Glendale, WI 53209

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Jerome D. Okarma
Title: Secretary
Address: 5757 N. Green Bay Avenue
Glendale, WI 53209

Ph. Number: 414-524-3400

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FOR LECO Corporation

March 16, 2007
Date

Signature: Joel D. DeBruyne
Name (print): Joel D. DeBruyne
Title: Financial Director & Secretary
Address: LECO Corporation
3000 Lakeview Ave.
St. Joseph, MI 49085

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Joel D. DeBruyne
Title: Financial Director & Secretary
Address: LECO Corporation
3000 Lakeview Ave.
St. Joseph, MI 49085
Ph. Number: 269-982-2222

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FOR Dalton Corporation
(formerly "The Dalton Foundries")

3/2/07
Date

Signature:
Name (print): Lisa McCoy
Title: Counsel
Address: P.O. Box 230
3755 Lake City Highway, Suite R
Warsaw, IN 46581-0230

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Ronald Schmucker
Title: Vice President - Finance
Address: P.O. Box 230
3755 Lake City Highway, Suite R
Warsaw, IN 46581-0230
Ph. Number: (574) 371-5222

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