EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION

UNITED STATES OF AMERICA AND THE STATE OF INDIANA Plaintiffs, v. GENERAL MOTORS CORP., et al. Defendants.	CIVIL ACTION NO.

CONSENT DECREE

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I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA") and the United States Department of Interior ("DOI"), acting through the United States Fish and Wildlife Service, and the State of Indiana, on behalf of the state natural resource trustees (collectively "Plaintiffs"), filed a complaint in this matter pursuant to Sections 106, 107, and 113(b) of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9606, 9607, 9613(b), concurrently with the lodging of this Consent Decree.

B. The complaint seeks, *inter alia*: (1) reimbursement of costs incurred by the United States for response actions at the Lakeland Disposal Service, Inc. Site in Claypool, Indiana, together with accrued interest; (2) performance of response work by the defendants at the Site consistent with the National Contingency Plan, 40 C.F.R. Part 300 (as amended) ("NCP"); and (3) natural resource damages, including natural resource damage assessment costs incurred by the United States and the State of Indiana.

C. In accordance with the NCP and Section 121(f)(1)(F) of CERCLA, 42 U.S.C. § 9621(f)(1)(F), EPA notified the State of Indiana (the "State"), of negotiations with potentially responsible parties regarding the implementation of the remedial design and remedial action for the Site, and EPA provided the State with an opportunity to participate in such negotiations and be a party to this Consent Decree.

D. Pursuant to Executive Order 12580 and the NCP, the President has delegated authority to act as Federal Trustee for natural resources at and near the Site to the DOI, as represented by the United States Fish and Wildlife Service.

E. In accordance with Section 122(j)(1) of CERCLA, 42 U.S.C. § 9622(j)(1), EPA notified DOI of negotiations with potentially responsible parties regarding the release of hazardous substances that may have resulted in injury to the natural resources under Federal trusteeship and encouraged the DOI to participate in the negotiation of this Consent Decree.

F. The defendants that have entered into this Consent Decree ("Settling Defendants") do not admit any liability to the Plaintiffs arising out of the transactions or occurrences alleged in the complaint, nor do they acknowledge that the release or threatened release of hazardous substance(s) at or from the Site constitutes an imminent or substantial endangerment to the public health or welfare or the environment.

G. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Site on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on March 31, 1989, 54 Fed. Reg. 13302.

H. In response to a release or a substantial threat of a release of a hazardous substance at or from the Site, a group of potentially responsible parties completed a Remedial Investigation and Feasibility Study ("RI/FS") for the Site pursuant to 40 C.F.R. § 300.430, and issued a Remedial Investigation Report ("RI") and a Feasibility Study Report ("FS"), in

accordance with a 1989 Administrative Order on Consent captioned In the matter of Lakeland Disposal Service, Inc. Landfill Facility, EPA Docket No. V-W-'89-C-011.

I. Pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, EPA published notice of the completion of the FS and of the proposed plan for remedial action in a major local newspaper of general circulation. EPA provided an opportunity for written and oral comments from the public on the proposed plan for remedial action. A copy of the transcript of the public meeting is available to the public as part of the administrative record upon which the Regional Administrator based the selection of the response action.

J. The decision by EPA on the remedial action to be implemented at the Site is embodied in a Record of Decision, executed on September 28, 1993, and a Record of Decision Amendment, executed on October 15, 1998 (collectively referred to herein as the "RODs").

K. The Remedial Design and Remedial Action specified by the RODs have been performed by a group of potentially responsible parties under a 1994 Unilateral Administrative Order ("UAO PRPs") captioned In the matter of Lakeland Disposal Service, Inc. Site. EPA approved a Final Construction Completion Report for the Remedial Action on February 14, 2006.

L. The UAO PRPs obtained or used their best efforts to obtain deed restrictions and/or restrictive covenants to limit future use of areas at the Site where remedial construction has occurred.

M. Remaining operation and maintenance Work at the Site is being performed by a group of potentially responsible parties, under an EPA-approved O & M Manual for the Site.

N. Based on the information presently available to EPA, EPA believes that the remaining Work will be properly and promptly conducted by the Settling Work Defendants if conducted in accordance with the requirements of this Consent Decree.

O. Solely for the purposes of Section 113(j) of CERCLA, 42 U.S.C. § 9613(j), the Remedial Action selected by the RODs and the Work to be performed by the Settling Work Defendants shall constitute a response action taken or ordered by the President.

P. The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and implementation of this Consent Decree will expedite the cleanup of the Site and will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is hereby Ordered, Adjudged, and Decreed:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9606, 9607, and 9613(b). This Court also has personal jurisdiction over the Settling Defendants. Solely for the purposes of this Consent Decree and the underlying complaint, Settling Defendants waive all objections and defenses that

they may have to jurisdiction of the Court or to venue in this District. Settling Defendants shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree applies to and is binding upon the United States, the State of Indiana and upon Settling Defendants and their successors and assigns. Any change in ownership or corporate status of a Settling Defendant including, but not limited to, any transfer of assets or real or personal property, shall in no way alter such Settling Defendant's responsibilities under this Consent Decree. As specified by this Consent Decree, the provisions referencing the "Settling Defendants" apply to and are binding upon all of the Settling Defendants, including the Settling Work Defendants and the Settling Cash Defendants. The provisions referencing the "Settling Work Defendants" apply to and are binding upon the Settling Work Defendants, but not the Settling Cash Defendants.

3. Settling Work Defendants shall provide a copy of this Consent Decree to each contractor hired to perform the Work (as defined below) required by this Consent Decree and to each person representing any Settling Work Defendant with respect to the Site or the Work and shall condition all contracts entered into hereunder upon performance of the Work in conformity with the terms of this Consent Decree. Settling Work Defendants or their contractors shall provide written notice of the Consent Decree to all subcontractors hired to perform any portion of the Work required by this Consent Decree. Settling Work Defendants shall nonetheless be responsible for ensuring that their contractors and subcontractors perform the Work contemplated herein in accordance with this Consent Decree. With regard to the activities undertaken pursuant to this Consent Decree, each contractor and subcontractor shall be deemed to be in a contractual relationship with the Settling Work Defendants within the meaning of Section 107(b)(3) of CERCLA, 42 U.S.C. § 9607(b)(3).

IV. DEFINITIONS

4. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, *et seq.*

b. "Consent Decree" shall mean this Decree and all appendices attached hereto (listed in Section XXIX). In the event of conflict between this Decree and any appendix, this Decree shall control.

c. "Day" shall mean a calendar day unless expressly stated to be a working day. "Working day" shall mean a day other than a Saturday, Sunday, or Federal holiday. In computing any period of time under this Consent Decree, where the last day would fall on a

Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.

d. "DOI" means the United States Department of the Interior and any successor departments or agencies of the United States.

e. "Effective Date" shall be the effective date of this Consent Decree as provided in Paragraph 86.

f. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

g. "Future Response Costs" shall mean:

(1) all costs, including direct and indirect costs, (a) paid by the EPA in connection with the Site between November 30, 2005 and the Effective Date, (b) paid by the Department of Justice in connection with the Site between November 30, 2005 and the Effective Date, or (c) incurred by the United States prior to the Effective Date, but paid after that date;

and

(2) all costs, including, but not limited to, direct and indirect costs, that the United States incurs after the Effective Date of this Consent Decree in reviewing or developing plans, reports, and other items pursuant to this Consent Decree, verifying the Work, or otherwise implementing, overseeing, or enforcing this Consent Decree, including, but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Section VII (Remedy Review), Section IX (Access and Institutional Controls) (including, but not limited to, the cost of attorney time and any monies paid to secure access and/or to secure or implement institutional controls including, but not limited to, the amount of just compensation), Section XIV (Emergency Response), and Paragraph 68 of Section XXI (Work Takeover).

h. IDEM" shall mean the Indiana Department of Environmental Management and any successor departments or agencies of the State of Indiana.

i. "IDNR" shall mean the Indiana Department of Natural Resources and any successor departments or agencies of the State of Indiana.

j. "Impacted Wetlands Habitat Area" shall mean: (1) approximately 23 acres of wetlands on-Site or adjacent to the Site ; and (2) approximately 50 acres of wetlands immediately downstream of the Site along Sloan Ditch, between the Site and County Road 525, and depicted generally in the green-shaded area on the maps attached as Appendix C.

k. "Interest," shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

l. "Municipal sewage sludge" shall mean any solid, semi-solid, or liquid residue removed during the treatment of municipal waste water or domestic sewage, and may include

residue removed, all or in part, during the treatment of wastewater from manufacturing or processing operations, provided that such residue has essentially the same characteristics as residue removed during the treatment of domestic sewage.

m. "Municipal solid waste" shall mean household waste and solid waste collected from non-residential sources that is essentially the same as household waste. While the composition of such wastes may vary considerably, municipal solid waste generally is composed of large volumes of non-hazardous substances (e.g., yard waste, food waste, glass, and aluminum) and can contain small amounts of other wastes as typically may be accepted in RCRA Subtitle D landfills.

n. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

o. "Natural Resource" or "Natural Resources" shall mean land, fish, wildlife, biota, air, water, ground water, drinking water supplies, and other such resources, belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States or the State.

p. "Natural Resource Damages" shall mean any damages recoverable by the United States or the State on behalf of the public, for injury to, destruction of, loss of, loss of use of, or impairment of Natural Resources at the Site or the Impacted Wetland Habitat Area as a result of a release of hazardous substances, including, but not limited to: (i) the costs of assessing such injury, destruction, or loss or impairment arising from or relating to such a release; (ii) the costs of restoration, rehabilitation, or replacement of injured or lost natural resources or of acquisition of equivalent resources; (iii) the costs of planning such restoration activities; (iv) compensation for injury, destruction, loss, loss of use, or impairment of natural resources; and (v) each of the categories of recoverable damages described in 43 C.F.R. § 11.15.

q. "NRDAR Fund" means DOI's Natural Resource Damage Assessment and Restoration Fund.

r. "Operation and Maintenance" or "O & M" shall mean all activities required to maintain the effectiveness of the Remedial Action, as required under the O & M Manual.

s. "O & M Manual" shall mean the O & M Manual for the Site, as revised and approved by EPA on February 15, 2006, and as further revised and approved by EPA pursuant to this Consent Decree.

t. "Paragraph" shall mean a portion of this Consent Decree identified by an arabic numeral or an upper case letter.

u. "Party or Parties" shall mean the United States, the State of Indiana and the Settling Defendants.

v. "Past Response Costs" shall mean all costs, including, but not limited to, (i) direct and indirect costs that the EPA paid at or in connection with the Site through November 30, 2005, plus Interest on all such costs which has accrued pursuant to 42 U.S.C. § 9607(a) through such date; and (ii) direct and indirect costs, that the Department of Justice paid at or in

connection with the Site through November 30, 2005, plus Interest on all such costs that has accrued pursuant to 42 U.S.C. § 9607(a) through such date.

w. "Plaintiffs" shall mean the United States and the State, as defined in this Section, below.

x. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901 *et seq*. (also known as the Resource Conservation and Recovery Act).

y. "Records of Decision" or "RODs" shall mean: (i) the Record of Decision for the Site executed by EPA on September 28, 1993, and (ii) the Record of Decision Amendment for the Site executed by EPA on October 15, 1998.

z. "Remedial Action" shall mean those activities, except for Operation and Maintenance, undertaken and to be undertaken by the Settling Work Defendants to implement the RODs.

aa. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

bb. "Settling Defendants" shall mean those Parties identified in Appendix A, including the Settling Work Defendants (listed in Section A.1 of Appendix A) and the Settling Cash Defendants (listed in Section A.2 of Appendix A).

cc. "Site" shall mean the Lakeland Disposal Service, Inc. Site, encompassing approximately 39 acres, located approximately three and one-half miles northwest of Claypool, Indiana, on County Road 450W, in Kosciusko County, Indiana, and depicted generally on the maps attached as Appendix B.

dd. "State" shall mean the State of Indiana, including the Indiana Co-Trustees for natural resource damages, IDEM and IDNR.

ee. "Supervising Contractor" shall mean the principal contractor retained by the Settling Work Defendants to supervise and direct the implementation of the Work under this Consent Decree.

ff. "UAO" shall mean the 1994 Unilateral Administrative Order captioned <u>In the matter of Lakeland Disposal Service, Inc. Site</u>.

gg. "United States" shall mean the United States of America.

hh. "Waste Material" shall mean (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33), 42 U.S.C. § 9601(33); and (3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27).

ii. "Work" shall mean all activities that Settling Work Defendants are required to perform under this Consent Decree, except those required by Section XXV (Retention of Records).

V. GENERAL PROVISIONS

5. Objectives of the Parties. The objectives of the Parties in entering into this Consent Decree are to protect public health or welfare or the environment at the Site by the implementation of response actions at the Site by the Settling Work Defendants; to reimburse response costs of the United States; to provide for the reimbursement by the Settling Defendants of natural resource damages incurred by DOI and the state trustees; and to resolve the claims of Plaintiffs against Settling Defendants as provided in this Consent Decree.

6. Commitments by Settling Defendants.

a. Settling Defendants shall reimburse the United States for Past Response Costs, Future Response Costs, and Natural Resource Damages incurred by DOI and the state trustees, as provided in this Consent Decree. The obligations of Settling Defendants to pay amounts owed the United States and the State of Indiana under this Consent Decree are joint and several.

b. Settling Work Defendants shall finance and perform the Work in accordance with this Consent Decree, the RODs, and all work plans and other plans, standards, specifications, and schedules set forth herein, or developed by Settling Work Defendants and approved by EPA pursuant to this Consent Decree. The obligations of Settling Work Defendants to finance and perform the Work required under this Consent Decree are joint and several. In the event of the insolvency or other failure of any one or more Settling Work Defendants to implement the requirements of this Consent Decree, the remaining Settling Work Defendants shall complete all such requirements.

7. Compliance With Applicable Law. All activities undertaken by Settling Defendants pursuant to this Consent Decree shall be performed in accordance with the requirements of all applicable federal and state laws and regulations. Settling Defendants must also comply with all applicable or relevant and appropriate requirements of all Federal and state environmental laws as set forth in the RODs. The activities conducted pursuant to this Consent Decree, if approved by EPA, shall be considered to be consistent with the NCP.

8. Permits.

a. As provided in Section 121(e) of CERCLA and Section 300.400(e) of the NCP, no permit shall be required for any portion of the Work conducted entirely on-Site (i.e., within the areal extent of contamination or in very close proximity to the contamination and necessary for implementation of the Work). Where any portion of the Work that is not on-Site requires a federal or state permit or approval, Settling Work Defendants shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals.

b. The Settling Work Defendants may seek relief under the provisions of Section XVIII (Force Majeure) of this Consent Decree for any delay in the performance of the Work resulting from a failure to obtain, or a delay in obtaining, any permit required for the Work.

c. This Consent Decree is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

VI. PERFORMANCE OF THE WORK BY SETTLING WORK DEFENDANTS

9. Supervising Contractor. All aspects of the Work to be performed by Settling Work Defendants pursuant to Section VI (Performance of the Work by Settling Work Defendants), Section VII (Remedy Review), Section VIII (Quality Assurance, Sampling, and Data Analysis), and Section XIV (Emergency Response) of this Consent Decree shall be under the direction and supervision of the Supervising Contractor, the selection of which shall be subject to disapproval by EPA. If EPA disapproves of a proposed supervising contractor, EPA will notify Settling Work Defendants in writing and articulate its reasons for disapproval.

10. Continued Implementation of the Remedial Action and O&M. The Settling Work Defendants shall continue to implement the Remedial Action and O&M until the performance standards in the RODs are achieved and for so long thereafter as is otherwise required under this Consent Decree.

11. Modification of Work and Related Work Plans.

a. If EPA determines that any modification to the Work (including any work plans developed to implement the Remedial Action under the UAO and the O & M Manual developed under the UAO) is necessary to achieve and maintain the performance standards in the RODs or to carry out and maintain the effectiveness of the remedy set forth in the RODs, EPA may require that such modification be incorporated in the O & M Manual and any work plans developed to implement the Work, provided, however, that a modification may only be required pursuant to this Paragraph to the extent that it is consistent with the scope of the remedy selected in the RODs.

b. For the purposes of this Paragraph 11 and Paragraph 38 (Completion of Work) only, the "scope of the remedy selected in the RODs" is: containment of landfill wastes, using a landfill cap; containment of on-Site groundwater in the upper aquifer, using a soil-bentonite slurry wall and gradient control system; storage treatment and discharge of recovered groundwater from the gradient control system; excavation and on-Site treatment of contaminated material in designated areas of the Site; excavation and off-Site disposal of certain landfill wastes and debris encountered during construction of the slurry wall and gradient control system; access controls, groundwater advisories, well abandonment, and deed restrictions; maintenance of proper water levels in adjacent wetlands; and wetland mitigation to replace wetland affected by implementation of the Remedial Action.

c. If Settling Work Defendants object to any modification of the Work determined by EPA to be necessary pursuant to this Paragraph, they may seek dispute resolution pursuant to Section XIX (Dispute Resolution), Paragraph 57 (record review). The Work and related work plans shall be modified in accordance with final resolution of the dispute.

d. Settling Work Defendants shall implement the Work as modified in accordance with this Paragraph.

e. Nothing in this Paragraph shall be construed to limit EPA's authority to require performance of further response actions as otherwise provided in this Consent Decree.

12. Settling Defendants acknowledge and agree that nothing in this Consent Decree, or in the work plans developed to implement the Work, constitutes a warranty or representation of any kind by the United States that implementation of the Work will achieve the performance standards in the RODs.

VII. REMEDY REVIEW

13. Periodic Review. Settling Work Defendants shall conduct any studies and investigations as requested by EPA, in order to permit EPA to conduct reviews of whether the Remedial Action is protective of human health and the environment at least every five years as required by Section 121(c) of CERCLA and any applicable regulations.

14. EPA Selection of Further Response Actions. If EPA determines, at any time, that the Remedial Action is not protective of human health and the environment, EPA may select further response actions for the Site in accordance with the requirements of CERCLA and the NCP.

15. Opportunity To Comment. Settling Defendants and, if required by Sections 113(k)(2) or 117 of CERCLA, the public, will be provided with an opportunity to comment on any further response actions proposed by EPA as a result of the review conducted pursuant to Section 121(c) of CERCLA and to submit written comments for the record during the comment period.

16. Settling Work Defendants' Obligation To Perform Further Response Actions. If EPA selects further response actions for the Site, the Settling Work Defendants shall undertake such further response actions to the extent that the reopener conditions in Paragraph 64 (United States' reservations of liability based on unknown conditions or new information) are satisfied. Settling Work Defendants may invoke the procedures set forth in Section XIX (Dispute Resolution) to dispute (1) EPA's determination that the reopener conditions of Paragraph 64 of Section XXI (Covenants Not To Sue by Plaintiffs) are satisfied; (2) EPA's determination that the Remedial Action is not protective of human health and the environment; or (3) EPA's selection of the further response actions. Disputes pertaining to the whether the Remedial Action is protective or to EPA's selection of further response actions shall be resolved pursuant to Paragraph 57 (record review).

17. Submissions of Plans. If Settling Work Defendants are required to perform the further response actions pursuant to Paragraph 16, they shall submit a plan for such work to EPA for approval in accordance with the procedures set forth in Section VI (Performance of the Work by Settling Work Defendants) and shall implement the plan approved by EPA in accordance with the provisions of this Decree.

VIII. QUALITY ASSURANCE, SAMPLING, AND DATA ANALYSIS

18. Settling Work Defendants shall use quality assurance, quality control, and chain of custody procedures for all compliance and monitoring samples in accordance with "EPA Requirements for Quality Assurance Project Plans (QA/R5)" (EPA/240/B-01/003, March 2001) "Guidance for Quality Assurance Project Plans (QA/G-5)" (EPA/600/R-98/018, February 1998), and subsequent amendments to such guidelines upon notification by EPA to Settling Work Defendants of such amendment. Amended guidelines shall apply only to procedures conducted after such notification. Settling Work Defendants shall utilize a Quality Assurance Project Plan ("QAPP") that is consistent with the NCP and applicable guidance documents. If relevant to the proceeding, the Parties agree that validated sampling data generated in accordance with the QAPP and reviewed and approved by EPA shall be admissible as evidence, without objection, in any proceeding under this Decree. Settling Work Defendants shall ensure that EPA personnel and EPA's authorized representatives are allowed access at reasonable times to all laboratories utilized by Settling Work Defendants in implementing this Consent Decree. In addition, Settling Work Defendants shall ensure that such laboratories shall analyze all samples submitted by EPA pursuant to the QAPP for quality assurance monitoring. Settling Work Defendants shall ensure that the laboratories they utilize for the analysis of samples taken pursuant to this Decree perform all analyses according to accepted EPA methods. Accepted EPA methods consist of those methods, which are documented in the "Contract Lab Program Statement of Work for Inorganic Analysis" and the "Contract Lab Program Statement of Work for Organic Analysis," dated February 1988, and any amendments made thereto during the course of the implementation of this Decree; however, upon approval by EPA, the Settling Work Defendants may use other analytical methods that are as stringent as or more stringent than the CLP-approved methods. Settling Work Defendants shall ensure that all laboratories they use for analysis of samples taken pursuant to this Consent Decree participate in an EPA or EPA-equivalent QA/QC program. Settling Work Defendants shall only use laboratories that have a documented Quality System that complies with ANSI/ASQC E4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs," (American National Standard, January 5, 1995), and "EPA Requirements for Quality Management Plans (QA/R-2)," (EPA/240/B-01/002, March 2001) or equivalent documentation as determined by EPA. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program (NELAP) as meeting the Quality System requirements. Settling Work Defendants shall ensure that all field methodologies utilized in collecting samples for subsequent analysis pursuant to this Decree will be conducted in accordance with the procedures set forth in the QAPP approved by EPA.

19. Upon request, the Settling Work Defendants shall allow split or duplicate samples to be taken by EPA or EPA's authorized representatives. Settling Work Defendants shall notify EPA not less than 28 days in advance of any sample collection activity unless shorter notice is agreed to by EPA. In addition, EPA shall have the right to take any additional samples that EPA deems necessary. Upon request, EPA shall allow the Settling Work Defendants to take split or duplicate samples of any samples it takes as part of EPA's oversight of the Settling Work Defendants' implementation of the Work.

20. Settling Work Defendants shall submit to EPA one (1) copy of the results of all sampling and/or tests or other data obtained or generated by or on behalf of Settling Work Defendants with respect to the Site and/or the implementation of this Consent Decree unless EPA agrees otherwise.

21. Notwithstanding any provision of this Consent Decree, the United States and the State hereby retain all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA and any other applicable statutes or regulations.

IX. ACCESS AND INSTITUTIONAL CONTROLS

22. If the Site, or any other property where access and/or land/water use restrictions are needed to implement this Consent Decree, is owned or controlled by any of the Settling Defendants, such Settling Defendant shall:

a. commencing on the date of lodging of this Consent Decree, provide the United States and its representatives, including EPA and its contractors, with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to this Consent Decree, including, but not limited to, the following activities:

(1) Monitoring the Work;

(2) Verifying any data or information submitted to the United States;

(3) Conducting investigations relating to contamination at or near the Site;

(4) Obtaining samples;

(5) Assessing the need for, planning, or implementing additional response actions at or near the Site;

(6) Assessing implementation of quality assurance and quality control practices as defined in the approved Quality Assurance Project Plans;

(7) Implementing the Work pursuant to the conditions set forth in Paragraph 68 (Work Takeover) of this Consent Decree;

(8) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Defendants or their agents, consistent with Section XXIV (Access to Information);

(9) Assessing Settling Defendants' compliance with this Consent Decree; and

(10) Determining whether the Site or other property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, by or pursuant to this Consent Decree;

b. commencing on the date of lodging of this Consent Decree, refrain from using the Site, or such other property, in any manner that would interfere with or adversely affect the implementation, integrity, or protectiveness of the remedial measures to be performed pursuant to this Consent Decree.

23. Notwithstanding any provision of this Consent Decree, the United States and the State retain all of its access authorities and rights, as well as all of its rights to require land/water use restrictions, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulations.

X. REPORTING REQUIREMENTS

24. In addition to any other requirement of this Consent Decree, Settling Work Defendants shall submit to EPA one (1) copy of written quarterly progress reports that: (a) describe the actions which have been taken toward achieving compliance with this Consent Decree during the previous quarter; (b) include a summary of all results of sampling and tests and all other data received or generated by Settling Work Defendants or their contractors or agents in the previous quarter; (c) identify all work plans, plans and other deliverables required by this Consent Decree to be completed and submitted during the previous quarter; (d) describe all actions, including, but not limited to, data collection and implementation of work plans that are scheduled for the next quarter and provide other information relating to the progress of construction, including, but not limited to, critical path diagrams, Gantt charts and Pert charts; (e) include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of the Work, and a description of efforts made to mitigate those delays or anticipated delays; (f) include any modifications to the work plans or other schedules that Settling Work Defendants have proposed to EPA or that have been approved by EPA; and (g) describe all activities undertaken in support of the Community Relations Plan during the previous quarter and those to be undertaken in the next quarter. Settling Work Defendants shall submit these progress reports to EPA and the State by the tenth day after the end of each calendar quarter following the lodging of this Consent Decree until the Settling Defendants' receipt of EPA's notification pursuant to Paragraph 38.b of Section XIII (Certification of Completion). If requested by EPA, Settling Work Defendants shall also provide briefings for EPA to discuss the progress of the Work. Settling Work Defendants may submit in electronic form all portions of any proposed report to EPA to fulfill their requirements under this paragraph.

25. The Settling Work Defendants shall notify EPA of any change in the schedule described in the quarterly progress report for the performance of any activity, including, but not limited to, data collection and implementation of work plans, no later than seven days prior to the performance of the activity.

26. Upon the occurrence of any event during performance of the Work that Settling Work Defendants are required to report pursuant to Section 103 of CERCLA or Section 304 of the Emergency Planning and Community Right-to-know Act ("EPCRA"), Settling Work Defendants shall within 24 hours of the onset of such event orally notify the EPA Project Coordinator or the Alternate EPA Project Coordinator (in the event of the unavailability of the

EPA Project Coordinator), or, in the event that neither the EPA Project Coordinator or Alternate EPA Project Coordinator is available, the Emergency Response Branches, Region 5, United States Environmental Protection Agency. These reporting requirements are in addition to the reporting required by CERCLA Section 103 or EPCRA Section 304.

27. Within 20 days of the onset of a reportable event as defined in Paragraph 26 , Settling Work Defendants shall furnish to EPA a written report, signed by the Settling Work Defendants' Project Coordinator, setting forth the events that occurred and the measures taken, and to be taken, in response thereto. Within 30 days of the conclusion of such reportable event as defined in Paragraph 26 , Settling Work Defendants shall submit a report setting forth all actions taken in response thereto.

28. Settling Work Defendants shall submit one (1) copy of all plans, reports, and data required by this Consent Decree or by any work plan for performance of the Work to EPA in accordance with the schedules set forth in this Decree or in such plan. Settling Work Defendants shall simultaneously submit one (1) copy of all such plans, reports, and data to the State. Upon request by EPA or the State, Settling Work Defendants shall submit in electronic form all portions of any report or other deliverable Settling Work Defendants are required to submit pursuant to the provisions of this Consent Decree. Settling Work Defendants may submit in electronic form all portions of any proposed report to EPA to fulfill their requirements under this paragraph.

29. All reports and other documents submitted by Settling Work Defendants to EPA (other than the quarterly progress reports referred to above) which purport to document Settling Work Defendants' compliance with the terms of this Consent Decree shall be signed by an authorized representative of the Settling Work Defendants.

XI. EPA APPROVAL OF PLANS AND OTHER SUBMISSIONS

30. After review of any plan, report or other item that is required to be submitted for approval pursuant to this Consent Decree, EPA, after reasonable opportunity for review and comment by the State, shall: (a) approve, in whole or in part, the submission; (b) approve the submission upon specified conditions; (c) modify the submission to cure the deficiencies; (d) disapprove, in whole or in part, the submission, directing that the Settling Work Defendants modify the submission; or (e) any combination of the above. However, EPA shall not modify a submission without first providing Settling Work Defendants at least one notice of deficiency and an opportunity to cure within ten (10) days, except where to do so would cause serious disruption to the Work or where previous submission(s) have been disapproved due to material defects and the deficiencies in the submission under consideration indicate a bad faith lack of effort to submit an acceptable deliverable.

31. In the event of approval, approval upon conditions, or modification by EPA, pursuant to Paragraph 30(a), (b), or (c), Settling Work Defendants shall proceed to take any action required by the plan, report, or other item, as approved or modified by EPA subject only to their right to invoke the Dispute Resolution procedures set forth in Section XIX (Dispute Resolution) with respect to the modifications or conditions made by EPA. In the event that EPA modifies the submission to cure the deficiencies pursuant to Paragraph 30(c) and the submission

has a material defect, EPA retains its right to seek stipulated penalties, as provided in Section XX (Stipulated Penalties).

32. Resubmission of Plans.

a. Upon receipt of a notice of disapproval pursuant to Paragraph 30(d), Settling Work Defendants shall, within ten (10) days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the plan, report, or other item for approval. Any stipulated penalties applicable to the submission, as provided in Section XX, shall accrue during the 10-day period or otherwise specified period, but shall not be payable unless the resubmission is disapproved or modified due to a material defect as provided in Paragraphs 33 and 34.

b. Notwithstanding the receipt of a notice of disapproval pursuant to Paragraph 30(d), Settling Work Defendants shall proceed, at the direction of EPA, to take any action required by any non-deficient portion of the submission. Implementation of any non-deficient portion of a submission shall not relieve Settling Work Defendants of any liability for stipulated penalties under Section XX (Stipulated Penalties).

33. In the event that a resubmitted plan, report, or other item, or portion thereof, is disapproved by EPA, EPA may again require the Settling Work Defendants to correct the deficiencies, in accordance with the preceding Paragraphs. EPA also retains the right to modify or develop the plan, report or other item. Settling Work Defendants shall implement any such plan, report, or item as modified or developed by EPA, subject only to their right to invoke the procedures set forth in Section XIX (Dispute Resolution).

34. If upon resubmission, a plan, report, or item is disapproved or modified by EPA due to a material defect, Settling Work Defendants shall be deemed to have failed to submit such plan, report, or item timely and adequately unless the Settling Work Defendants invoke the dispute resolution procedures set forth in Section XIX (Dispute Resolution) and EPA's action is overturned pursuant to that Section. The provisions of Section XIX (Dispute Resolution) and Section XX (Stipulated Penalties) shall govern the implementation of the Work and accrual and payment of any stipulated penalties during Dispute Resolution. If EPA's disapproval or modification is upheld, stipulated penalties shall accrue for such violation from the date on which the initial submission was originally required, as provided in Section XX.

35. All plans, reports, and other items required to be submitted to EPA under this Consent Decree shall, upon approval or modification by EPA, be enforceable under this Consent Decree. In the event EPA approves or modifies a portion of a plan, report, or other item required to be submitted to EPA under this Consent Decree, the approved or modified portion shall be enforceable under this Consent Decree.

XII. PROJECT COORDINATORS

36. Within 20 days of lodging this Consent Decree, Settling Work Defendants and EPA will notify each other, in writing, of the name, address and telephone number of their respective designated Project Coordinators. If a Project Coordinator initially designated is changed, the identity of the successor will be given to the other Parties at least 5 working days

before the changes occur, unless impracticable, but in no event later than the actual day the change is made. The Settling Work Defendants' Project Coordinator shall be subject to disapproval by EPA and shall have the technical expertise sufficient to adequately oversee all aspects of the Work. The Settling Work Defendants' Project Coordinator shall not be an attorney for any of the Settling Work Defendants in this matter. He or she may assign other representatives, including other contractors, to serve as a Site representative for oversight of performance of daily operations during remedial activities.

37. EPA may designate other representatives, including, but not limited to, EPA and State employees, and federal and State contractors and consultants, to observe and monitor the progress of any activity undertaken pursuant to this Consent Decree. EPA's Project Coordinator shall have the authority lawfully vested in a Remedial Project Manager ("RPM") and an On-Scene Coordinator ("OSC") by the National Contingency Plan, 40 C.F.R. Part 300. In addition, EPA's Project Coordinator shall have authority, consistent with the National Contingency Plan, to halt any Work required by this Consent Decree and to take any necessary response action when s/he determines that conditions at the Site constitute an emergency situation or may present an immediate threat to public health or welfare or the environment due to release or threatened release of Waste Material.

XIII. CERTIFICATION OF COMPLETION

38. Completion of the Work.

a. Within 90 days after Settling Work Defendants conclude that all phases of the Work (including O & M), have been fully performed, Settling Work Defendants shall schedule and conduct a pre-certification inspection to be attended by Settling Work Defendants and EPA. If, after the pre-certification inspection, the Settling Work Defendants still believe that the Work has been fully performed, Settling Work Defendants shall submit a written report to EPA by a registered professional engineer stating that the Work has been completed in full satisfaction of the requirements of this Consent Decree. The report shall contain the following statement, signed by a responsible corporate official of a Settling Work Defendant or the Settling Work Defendants' Project Coordinator:

> To the best of my knowledge, after thorough investigation, I certify that the information contained in or accompanying this submission is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

If, after review of the written report, EPA, after reasonable opportunity to review and comment by the State, determines that any portion of the Work has not been completed in accordance with this Consent Decree, EPA will notify Settling Work Defendants in writing of the activities that must be undertaken by Settling Work Defendants pursuant to this Consent Decree to complete the Work, provided, however, that EPA may only require Settling Work Defendants to perform such activities pursuant to this Paragraph to the extent that such activities are consistent with the "scope of the remedy selected in the RODs," as that term is defined in Paragraph 11.b. EPA will

set forth in the notice a schedule for performance of such activities consistent with the Consent Decree or require the Settling Work Defendants to submit a schedule to EPA for approval pursuant to Section XI (EPA Approval of Plans and Other Submissions). Settling Work Defendants shall perform all activities described in the notice in accordance with the specifications and schedules established therein, subject to their right to invoke the dispute resolution procedures set forth in Section XIX (Dispute Resolution).

b. If EPA concludes, based on the initial or any subsequent request for Certification of Completion by Settling Work Defendants and after a reasonable opportunity for review and comment by the State, that the Work has been performed in accordance with this Consent Decree, EPA will so notify the Settling Defendants in writing.

XIV. EMERGENCY RESPONSE

39. In the event of any action or occurrence during the performance of the Work that causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Settling Work Defendants shall, subject to Paragraph 40, immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall immediately notify the EPA's Project Coordinator. If EPA's Project Coordinator is not available, the Settling Work Defendants shall notify the EPA Region 5 Emergency Response Branches. In the event that Settling Work Defendants fail to take appropriate response action as required by this Section, and EPA takes such action instead, Settling Work Defendants shall reimburse EPA all costs of the response action not inconsistent with the NCP pursuant to Paragraph 42 (Payments for Future Response Costs).

40. Nothing in the preceding Paragraph or in this Consent Decree shall be deemed to limit any authority of the United States or the State: (a) to take all appropriate action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site; or (b) to direct or order such action, or seek an order from the Court, to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site, subject to Section XXI (Covenants Not to Sue by Plaintiffs).

XV. PAYMENTS BY SETTLING DEFENDANTS

41. Settling Defendants' Initial Payment.

a. Within 30 days of the Effective Date, Settling Defendants shall pay a total of $1,375,000.00 to the United States and the State, as specified in Subparagraphs 41.b. and 41.c.

b. Settling Defendants shall pay $1,360,000.00 to the United States. Payment shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with current EFT procedures, referencing the civil action number and DOJ Case Number 90-11-3-531A. Payment shall be made in accordance with instructions provided to the Settling Defendants by the Financial Litigation Unit of the United States

Attorney's Office for the Northern District of Indiana. Of the total amount to be paid by Settling Defendants to the United States pursuant to this Subparagraph:

(1) $1,125,000.00 shall be deposited in the Lakeland Special Account within the EPA Hazardous Substances Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substances Superfund.

(2) $35,000.00 shall be deposited in the NRDAR Fund, to be applied toward natural resource damage assessment costs incurred by DOI; and

(3) $200,000.00 shall be deposited to a Site-specific sub-account within the NRDAR Fund, to be managed by DOI to pay for Trustee-sponsored natural resource damage restoration projects in accordance with Section XVI.

c. Settling Defendants shall pay $15,000.00 to the State. Payment shall be made to "Indiana Department of Environmental Management Hazardous Waste Site State Cleanup (NRD) Account Number 6130/108900," by Electronic Funds Transfer (EFT) to National City Bank, Indianapolis, Indiana, Account Number 009014424 via Transit/ABA Routing Number 074000065, to be applied toward natural resource damage assessment costs incurred by the State.

d. At the time of payment, Settling Defendants shall send notice that payment has been made and copies of the EFT transmittal notice to the United States, to EPA, to the Regional Financial Management Officer, to DOI and to the State, in accordance with Section XXVI (Notices and Submissions), and to:

United States Department of the Interior
Natural Resource Damage Assessment and Restoration Program
Attn: Restoration Fund Manager
1849 C Street, NW
Mailstop 4449
Washington, DC 20240

Elizabeth Admire
Indiana Department of Environmental Management
Office of General Counsel
100 N. Senate Ave.
MC60-01 IGCN 1307
Indianapolis, IN 46204-2251

42. Settling Work Defendants' Payments for Future Response Costs.

a. Settling Work Defendants shall pay to EPA all Future Response Costs for response actions not inconsistent with the National Contingency Plan (NCP). On a periodic basis

the United States will send Settling Work Defendants a bill requiring payment that includes an EPA Itemized Cost Summary. Settling Work Defendants shall make all payments within 30 days of Settling Work Defendants' receipt of each bill requiring payment, except as otherwise provided in Paragraph 43. Settling Work Defendants shall make all payments required by this Paragraph by wire transfer if the payment exceeds $10,000, or by a certified or cashier's check made payable to "EPA Hazardous Substance Superfund" if the payment is less than $10,000, referencing the name and address of the party making the payment, EPA Site/Spill ID Number 057B, and DOJ Case Number 90-11-3-531A.

Settling Work Defendants shall send wire transfers to:

Federal Reserve Bank of New York
ABA No. 021030004
Account No. 68010727
33 Liberty Street
New York, NY 10045

Settling Work Defendants shall send check(s) to:

U.S. EPA - Region 5
P.O. Box 371531
Pittsburgh, PA 15251-7531

b. At the time of payment, Settling Defendants shall send notice that payment has been made to the United States, to EPA and to the Regional Financial Management Officer, in accordance with Section XXVI (Notices and Submissions).

43. Settling Work Defendants may contest payment of any Future Response Costs under Paragraph 42 if they determine that the United States has made an accounting error or if they allege that a cost item that is included represents costs for response actions that are inconsistent with the NCP. Such objection shall be made in writing within 30 days of receipt of the bill and must be sent to the United States pursuant to Section XXVI (Notices and Submissions). Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. In the event of an objection, the Settling Work Defendants shall within the 30 day period pay all uncontested Future Response Costs to the United States in the manner described in Paragraph 42. Simultaneously, the Settling Work Defendants shall establish an interest-bearing escrow account in a federally-insured bank duly chartered in the State of Indiana and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. The Settling Work Defendants shall send to the United States, as provided in Section XXVI (Notices and Submissions), a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established, as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, the Settling Work Defendants shall initiate the Dispute Resolution procedures in Section XIX (Dispute Resolution). If the United States prevails in the dispute, within 5 days of the resolution of the dispute, the Settling Work Defendants shall pay the sums

due (with accrued Interest) to the United States in the manner described in Paragraph 42. If the Settling Work Defendants prevail concerning any aspect of the contested costs, the Settling Work Defendants shall pay that portion of the costs (plus associated accrued Interest) for which they did not prevail to the United States in the manner described in Paragraph 42; Settling Work Defendants shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XIX (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding the Settling Work Defendants' obligation to reimburse the United States for its Future Response Costs.

44. Late Payments.

a. In the event that the payments required by Paragraph 41 are not made within 30 days of the Effective Date, Settling Defendants shall pay Interest on the unpaid balance. The Interest to be paid on Past Response Costs or Natural Resource Damages under this Subparagraph shall begin to accrue on the Effective Date.

b. In the event that any payment required by Subparagraph 42.a is not made within 30 days of the Settling Work Defendants' receipt of the bill, Settling Work Defendants shall pay Interest on the unpaid balance. The Interest on Future Response Costs shall begin to accrue on the date of the bill.

c. Interest that is payable under this Paragraph shall accrue through the date of the payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to Plaintiffs by virtue of Settling Defendants' failure to make timely payments under this Section including, but not limited to, payment of stipulated penalties pursuant to Paragraph 61. The Settling Defendants shall make all payments required by this Paragraph in the manner described in Paragraph 42.

XVI. TRUSTEE-SPONSORED NATURAL RESOURCE RESTORATION PROJECTS

45. Management and Application of Funds. All funds deposited in a segregated, Site-specific sub-account within the NRDAR Fund under Subparagraph 41.b. shall be managed by DOI to pay for Trustee-sponsored natural resource restoration efforts in accordance with this Consent Decree. All such funds shall be applied toward the costs of restoration, rehabilitation, or replacement of injured natural resources, and/or acquisition of equivalent resources, including, but not limited to any administrative costs and expenses necessary for, and incidental to, restoration, rehabilitation, replacement, and/or acquisition of equivalent resources planning, and any restoration, rehabilitation, replacement, and/or acquisition of equivalent resources undertaken.

46. Restoration Planning. Pursuant to a pre-existing Memorandum of Understanding between DOI and the Indiana State Co-Trustees, DOI will coordinate with the State Co-Trustees in preparing a Site-specific Restoration Plan describing how the funds dedicated for Trustee-sponsored natural resource restoration efforts under this Section will be used. As provided by 43 C.F.R. § 11.93, the Plan will identify how funds will be used for restoration, rehabilitation, replacement, or acquisition of equivalent resources. The Plan may also identify how funds will

be used to address services lost to the public until restoration, rehabilitation, replacement, and/or acquisition of equivalent resources is completed. The Trustee shall not be required to expend additional funds to complete these restoration efforts or achieve the goals.

47. Use and Expenditure of Funds. Decisions regarding any use or expenditure of funds under this Section shall be made by DOI and the State Co-Trustees, acting through a Trustee Council. Settling Defendants shall not be entitled to dispute, in any forum or proceeding, any decision relating to use of funds or restoration efforts under this Section.

XVII. INDEMNIFICATION

48. Settling Defendants' Indemnification of the United States and the State.

a. Neither the United States nor the State assumes any liability by entering into this agreement or by virtue of any designation of Settling Defendants as EPA's authorized representatives under Section 104(e) of CERCLA. Settling Defendants shall indemnify, save and hold harmless the United States, the State and their officials, agents, employees, contractors, subcontractors, or representatives for or from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Settling Defendants, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Consent Decree, including, but not limited to, any claims arising from any designation of Settling Defendants as EPA's authorized representatives under Section 104(e) of CERCLA. Further, the Settling Defendants agree to pay the United States and the State all costs incurred including, but not limited to, attorneys fees and other expenses of litigation and settlement arising from, or on account of, claims made against the United States based on negligent or other wrongful acts or omissions of Settling Defendants, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Consent Decree. Neither the United States nor the State shall be held out as a party to any contract entered into by or on behalf of Settling Defendants in carrying out activities pursuant to this Consent Decree. Neither the Settling Defendants nor any such contractor shall be considered an agent of the United States or the State.

b. The United States shall give Settling Defendants notice of any claim for which the United States plans to seek indemnification pursuant to Paragraph 48, and shall consult with Settling Defendants prior to settling such claim.

c. The State shall give Settling Defendants notice of any claim for which the State plans to seek indemnification pursuant to Paragraph 48, and shall consult with Settling Defendants prior to settling such claim.

49. Settling Defendants waive all claims against the United States and the State for damages or reimbursement or for set-off of any payments made or to be made to the United States or the State, arising from or on account of any contract, agreement, or arrangement between any one or more of Settling Defendants and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Settling Defendants shall indemnify and hold harmless the United States and the State

with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Settling Defendants and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

XVIII. FORCE MAJEURE

50. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of the Settling Work Defendants, of any entity controlled by Settling Work Defendants, or of Settling Work Defendants' contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Settling Work Defendants' best efforts to fulfill the obligation. The requirement that the Settling Work Defendants exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any potential force majeure event (1) as it is occurring and (2) following the potential force majeure event, such that the delay is minimized to the greatest extent possible. "Force Majeure" does not include financial inability to complete the Work or a failure to attain the performance standards in the RODs.

51. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, the Settling Work Defendants shall notify orally EPA's Project Coordinator or, in his or her absence, the EPA Region 5 Superfund Division Director, within ten (10) days of when Settling Work Defendants first knew that the event might cause a delay. Within ten (10) days thereafter, Settling Work Defendants shall provide in writing to EPA an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; the Settling Work Defendants' rationale for attributing such delay to a force majeure event if they intend to assert such a claim; and a statement as to whether, in the opinion of the Settling Work Defendants, such event may cause or contribute to an endangerment to public health, welfare or the environment. The Settling Work Defendants shall include with any notice all available documentation supporting their claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Settling Work Defendants from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Settling Work Defendants shall be deemed to know of any circumstance of which Settling Work Defendants, any entity controlled by Settling Work Defendants, or Settling Work Defendants' contractors knew or should have known.

52. If EPA agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify the Settling Work Defendants in writing of its decision. If EPA

agrees that the delay is attributable to a force majeure event, EPA will notify the Settling Work Defendants in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

53. If the Settling Work Defendants elect to invoke the dispute resolution procedures set forth in Section XIX (Dispute Resolution), they shall do so no later than 15 days after receipt of EPA's notice. In any such proceeding, Settling Work Defendants shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Settling Work Defendants complied with the requirements of Paragraphs 50 and 51, above. If Settling Work Defendants carry this burden, the delay at issue shall be deemed not to be a violation by Settling Work Defendants of the affected obligation of this Consent Decree identified to EPA and the Court.

XIX. DISPUTE RESOLUTION

54. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. However, the procedures set forth in this Section shall not apply to actions by the United States to enforce obligations of the Settling Work Defendants that have not been disputed in accordance with this Section.

55. Any dispute that arises under or with respect to this Consent Decree shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed 20 days from the time the dispute arises, unless it is modified by written agreement of the parties to the dispute. The dispute shall be considered to have arisen when one party sends the other parties a written Notice of Dispute.

56. Statements of Position.

a. In the event that the parties cannot resolve a dispute by informal negotiations under the preceding Paragraph, then the position advanced by EPA shall be considered binding unless, within thirty (30) days after the conclusion of the informal negotiation period, Settling Work Defendants invoke the formal dispute resolution procedures of this Section by serving on the United States a written Statement of Position on the matter in dispute, including, but not limited to, any factual data, analysis or opinion supporting that position and any supporting documentation relied upon by the Settling Work Defendants. The Statement of Position shall specify the Settling Work Defendants' position as to whether formal dispute resolution should proceed under Paragraph 57 or Paragraph 58.

b. Within thirty (30) days after receipt of Settling Work Defendants' Statement of Position, EPA will serve on Settling Work Defendants its Statement of Position, including, but not limited to, any factual data, analysis, or opinion supporting that position and all supporting documentation relied upon by EPA. EPA's Statement of Position shall include a statement as to whether formal dispute resolution should proceed under Paragraph 57 or 58.

Within fifteen (15) days after receipt of EPA's Statement of Position, Settling Work Defendants may submit a Reply.

c. If there is disagreement between EPA and the Settling Work Defendants as to whether dispute resolution should proceed under Paragraph 57 or 58, the parties to the dispute shall follow the procedures set forth in the paragraph determined by EPA to be applicable. However, if the Settling Work Defendants ultimately appeal to the Court to resolve the dispute, the Court shall determine which paragraph is applicable in accordance with the standards of applicability set forth in Paragraphs 57 and 58.

57. Formal dispute resolution for disputes pertaining to the selection or adequacy of any response action and all other disputes that are accorded review on the administrative record under applicable principles of administrative law shall be conducted pursuant to the procedures set forth in this Paragraph. For purposes of this Paragraph, the adequacy of any response action includes, without limitation: (1) the adequacy or appropriateness of plans, procedures to implement plans, or any other items requiring approval by EPA under this Consent Decree; and (2) the adequacy of the performance of response actions taken pursuant to this Consent Decree. Nothing in this Consent Decree shall be construed to allow any dispute by Settling Work Defendants regarding the validity of the RODs' provisions.

a. An administrative record of the dispute shall be maintained by EPA and shall contain all statements of position, including supporting documentation, submitted pursuant to this Section. Where appropriate, EPA may allow submission of supplemental statements of position by the parties to the dispute.

b. The EPA Region 5 Superfund Division Director will issue a final administrative decision resolving the dispute based on the administrative record described in Paragraph 57.a. This decision shall be binding upon the Settling Work Defendants, subject only to the right to seek judicial review pursuant to Paragraph 57.c. and d.

c. Any administrative decision made by EPA pursuant to Paragraph 57.b. shall be reviewable by this Court, provided that a motion for judicial review of the decision is filed by the Settling Work Defendants with the Court and served on all Parties within ten (10) days of receipt of EPA's decision. The motion shall include a description of the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of this Consent Decree. The United States may file a response to Settling Work Defendants' motion.

d. In proceedings on any dispute governed by this Paragraph, Settling Work Defendants shall have the burden of demonstrating that the decision of the EPA Region 5 Superfund Division Director is arbitrary and capricious or otherwise not in accordance with law. Judicial review of EPA's decision shall be on the administrative record compiled pursuant to Paragraph 57.a.

58. Formal dispute resolution for disputes that neither pertain to the selection or adequacy of any response action nor are otherwise accorded review on the administrative record under applicable principles of administrative law, shall be governed by this Paragraph.

a. Following receipt of Settling Work Defendants' Statement of Position submitted pursuant to Paragraph 56, the EPA Region 5 Superfund Division Director will issue a final decision resolving the dispute. The Superfund Division Director's decision shall be binding on the Settling Work Defendants unless, within ten (10) days of receipt of the decision, the Settling Work Defendants file with the Court and serve on the parties a motion for judicial review of the decision setting forth the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of the Consent Decree. The United States may file a response to Settling Work Defendants' motion.

b. Notwithstanding Paragraph O of Section I (Background) of this Consent Decree, judicial review of any dispute governed by this Paragraph shall be governed by applicable principles of law.

59. The invocation of formal dispute resolution procedures under this Section shall not extend, postpone or affect in any way any obligation of the Settling Work Defendants under this Consent Decree, not directly in dispute, unless EPA or the Court agrees otherwise. Stipulated penalties with respect to the disputed matter shall continue to accrue but payment shall be stayed pending resolution of the dispute as provided in Paragraph 62.g.(2). Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Consent Decree. In the event that the Settling Work Defendants do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XX (Stipulated Penalties).

XX. STIPULATED PENALTIES

60. Generally.

a. All penalties accruing under this Section shall be due and payable to the United States within 30 days of the Settling Defendants' receipt from EPA of a demand for payment of the penalties, unless Settling Defendants invoke the Dispute Resolution procedures under Section XIX (Dispute Resolution). All payments to the United States under this Section shall be paid by wire transfer if the payment exceeds $10,000, or by a certified or cashier's check made payable to "EPA Hazardous Substance Superfund" if the payment is less than $10,000, referencing the name and address of the party making the payment, EPA Site/Spill ID Number 057B, and DOJ Case Number 90-11-3-531A.

Settling Work Defendants shall send wire transfers to:

Federal Reserve Bank of New York
ABA No. 021030004
Account No. 68010727
33 Liberty Street
New York, NY 10045

Settling Work Defendants shall send check(s) to:

U.S. EPA - Region 5
P.O. Box 371531

Pittsburgh, PA 15251-7531

Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s), shall be sent to the United States as provided in Section XXVI (Notices and Submissions).

b. If Settling Defendants fail to pay stipulated penalties when due, the United States may institute proceedings to collect the penalties, as well as Interest.

c. Nothing in this Consent Decree shall be construed as prohibiting, altering, or in any way limiting the ability of the United States to seek any other remedies or sanctions available by virtue of Settling Defendants' violation of this Decree or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(l) of CERCLA, provided, however, that the United States shall not seek civil penalties pursuant to Section 122(l) of CERCLA for any violation for which a stipulated penalty is provided herein, except in the case of a willful violation of the Consent Decree.

d. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Consent Decree.

61. Settling Defendants' Liability for Stipulated Penalties for Nonpayment. Settling Defendants shall be liable to the United States for stipulated penalties of $1000 per day for failure to make the payment required by Subparagraph 41.b.(1).

62. Settling Work Defendants' Liability for Stipulated Penalties.

a. Generally. Settling Work Defendants shall be liable to the United States for stipulated penalties in the amounts set forth in this Paragraph for failure to comply with the requirements of this Consent Decree specified below, unless excused under Section XVIII (Force Majeure). "Compliance" by Settling Work Defendants shall include completion of the activities under this Consent Decree or any work plan or other plan approved under this Consent Decree or under the UAO identified below in accordance with all applicable requirements of law, this Consent Decree, and any plans or other documents approved by EPA pursuant to this Consent Decree or the UAO and within the specified time schedules established by and approved under this Consent Decree.

b. Stipulated Penalty - Nonpayment of Future Response Costs. Settling Work Defendants shall be liable to the United States for stipulated penalties of $500 per day for failure to make any payment of Future Response Costs, as required by Subparagraph 42.a.

c. Stipulated Penalty Amounts - Work. Settling Work Defendants shall be liable to the United States for the following stipulated penalties, per violation per day, for failure to perform any element of the Work 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
$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 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
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 MotorsCorporation, 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,
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:
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

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States and State of Indiana.

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:
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

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States and State of Indiana.

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 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

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States and State of Indiana.

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 WARSAW BLACK OXIDE, INC

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

Signature:
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

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States and State of Indiana.

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 DA-LITE SCREEN COMPANY, INC.

2/12/07
Date

Signature:
Name (print): JERRY C YOUNG
Title: VP 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: VP of Finance
Address: 3100 North Detroit Street
Warsaw, IN 46581-0137

Ph. Number: 574-267-8101

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States and State of Indiana.

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 Morton International

Feb 19, 2007
Date

Signature
Name (print) Jeffrey C Wyart
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

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States and State of Indiana.

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 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

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States and State of Indiana.

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 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

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States and State of Indiana.

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 UNIROYAL, INC.

March 5, 2007
Date

Signature:
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

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States and State of Indiana.

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 R.R. Donnelley & Sons Company

2/26/2007
Date

Signature:
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

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States and State of Indiana.

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 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

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States and State of Indiana.

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 McGill Manufacturing Company, Inc.

March 20, 2007
Date

Signature: [illegible]
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:

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States and State of Indiana.

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 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

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States and State of Indiana.

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 LECO Corporation

March 16, 2007
Date

Signature:
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

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States and State of Indiana.

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 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

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States and State of Indiana.

Appendix A: List of Settling Defendants

A.1 List of Settling Work Defendants:

General Motors Corporation
United Technologies Automotive, Inc.
Robertshaw Controls Company
Warsaw Black Oxide, Inc.
DaLite Screen Company, Inc.
Morton International
Owens-Illinois, Inc.

A.2 List of Settling Cash Defendants:

Kosciusko County
Uniroyal, Inc.
R.R. Donnelly & Sons, Company
CTS Corporation
McGill Manufacturing Company, Inc.
Johnson Controls, Inc.
Leco Corporation
Dalton Foundries

Appendix B: Maps of the Site

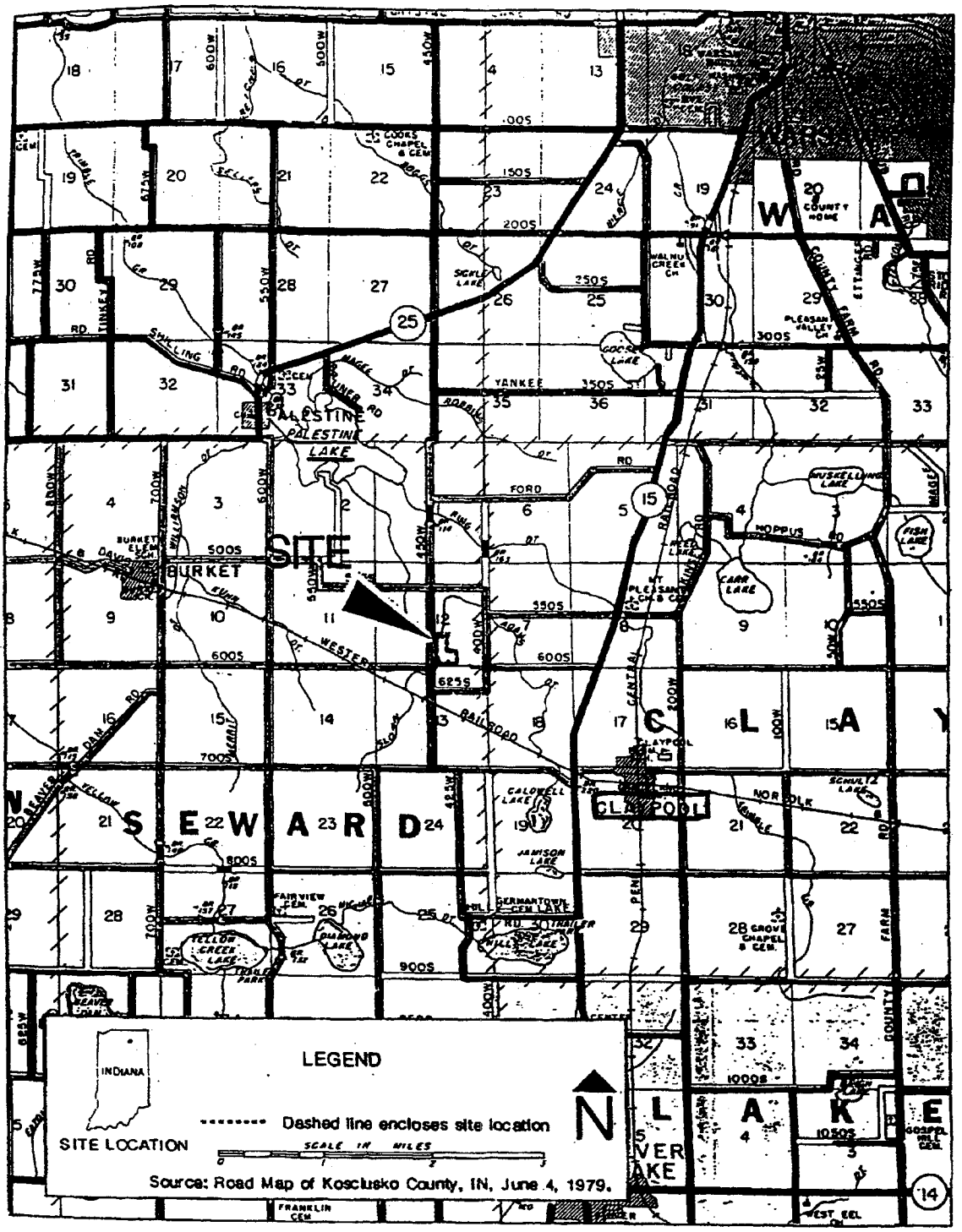
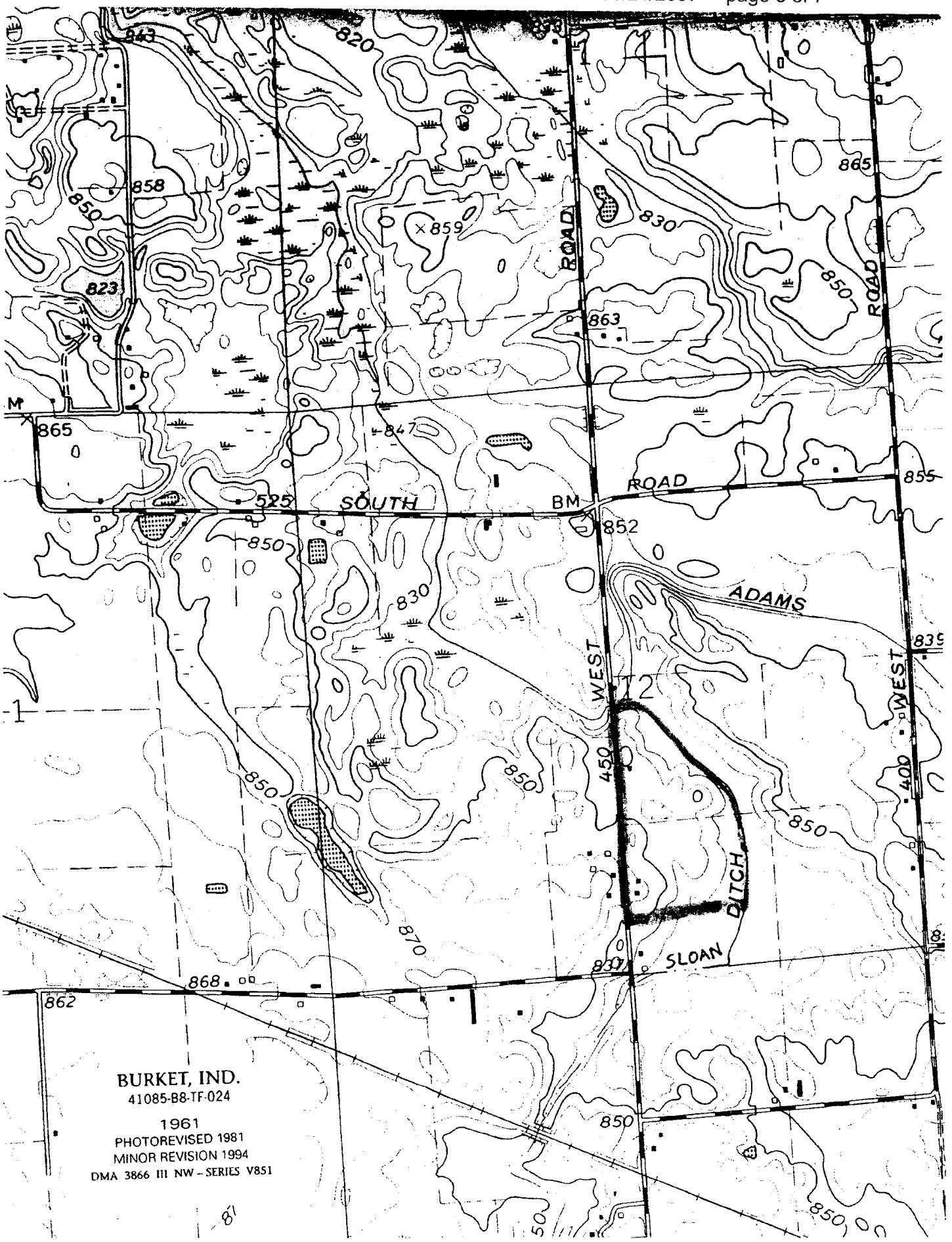
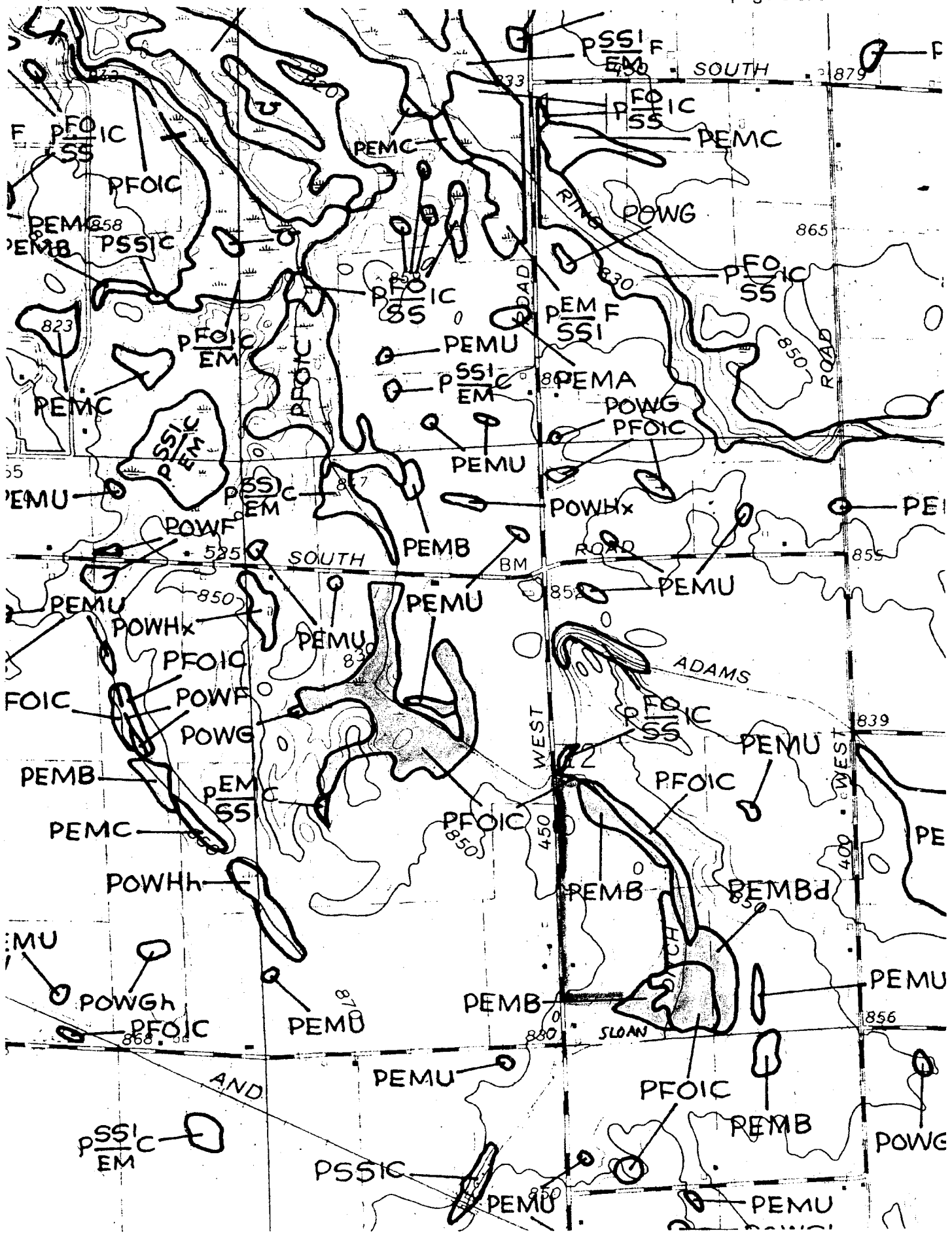


Figure 1.
ROD - Site Location Map.
Lakeland Disposal Landfill

Appendix C: Maps of Impacted Wetlands Habitat Area As Generally Depicted in the Green-Shaded Area


843
820
858
850
823
859
830
865
ROAD
850
ROAD
863
865
847
ROAD
855
525
SOUTH
BM
852
850
830
ADAMS
WEST
WEST
450
400
850
850
850
DITCH
870
SLOAN
868
862
850
850
BURKET, IND.
41085-B8-TF-024
1961
PHOTOREVISED 1981
MINOR REVISION 1994
DMA 3866 III NW – SERIES V851


SOUTH
ROAD
ADAMS
WEST
SLOAN
AND
PEMC
PFOIC
PSSIC
POWG
PEMU
PEMA
POWHx
PEMB
POWF
POWHh
POWGh
PEMBd

NATIONAL WETLANDS INVENTORY

UNITED STATES DEPARTMENT OF THE INTERIOR

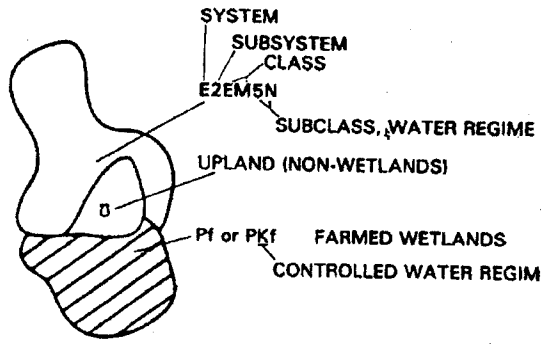
BURKET, IND.

SPECIAL NOTE

This document was prepared primarily by stereoscopic analysis of high altitude aerial photographs. Wetlands were identified on the photographs based on vegetation, visible hydrology, and geography in accordance with **Classification of Wetlands and Deep-Water Habitats of the United States** (An Operational Draft), Cowardin, et al, 1977. The aerial photographs typically reflect conditions during the specific year and season when they were taken. In addition, there is a margin of error inherent in the use of the aerial photographs. Thus, a detailed on the ground and historical analysis of a single site may result in a revision of the wetland boundaries established through photographic interpretation. In addition, some small wetlands and those obscured by dense forest cover may not be included on this document.

Federal, State and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, State or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate Federal, State or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

SYMBOLOGY EXAMPLE



WETLAND LEGEND

U – Primarily represents upland areas, but may include unclassified wetlands such as man-modified areas, non photo-identifiable areas and/or unintentional omissions.

U.S. DEPARTMENT OF THE INTERIOR

FISH AND WILDLIFE SERVICE

Prepared by Office of Biological Services for the National Wetlands Inventory

ECOLOGICAL SYSTEM

No Subsystem

P – PALUSTRINE

CLASS	RB – ROCK BOTTOM	UB – UNCONSOLIDATED BOTTOM	AB – AQUATIC BED	FL – FLAT	ML – MOSS/LICHEN	EM – EMERGENT	SS – SCRUB/SHRUB	FO – FORESTED	OW Un
Subclass	1 Bedrock 2 Boulder	1 Cobble/Gravel 2 Sand 3 Mud 4 Organic	1 Submergent Algal 2 Submergent Vascular 3 Submergent Moss 4 Floating-leaved 5 Floating 6 Unknown Submergent 7 Unknown Surface	1 Cobble/Gravel 2 Sand 3 Mud 4 Organic 5 Vegetated Pioneer 6 Vegetated Non-pioneer	1 Moss 2 Lichen	1 Persistent 2 Nonpersistent 3 Narrow-leaved Nonpersistent 4 Broad-leaved Nonpersistent 5 Narrow-leaved Persistent 6 Broad-leaved Persistent	1 Broad-leaved Deciduous 2 Needle-leaved Deciduous 3 Broad-leaved Evergreen 4 Needle-leaved Evergreen 5 Dead 6 Deciduous 7 Evergreen	1 Broad-leaved Deciduous 2 Needle-leaved Deciduous 3 Broad-leaved Evergreen 4 Needle-leaved Evergreen 5 Dead 6 Deciduous 7 Evergreen	

ECOLOGICAL SYSTEM

R – RIVERINE

Ecological Subsystem	1 – Tidal	2 – Lower Perennial	3 – Upper Perennial	4 – Intermittent	5 – Unknown Perennial
CLASS	EM – EMERGENT(1)	RB – ROCK BOTTOM UB – UNCONSOLIDATED BOTTOM	AB – AQUATIC BED FL – FLAT	SB – STREAMBED RS – ROCKY SHORE BB – BEACH/BAR	OW – OPEN WATER/ Unknown Bottom
Subclass	2 Nonpersistent 3 Narrow-leaved Nonpersistent 4 Broad-leaved Nonpersistent	1 Bedrock 2 Boulder 1 Cobble/Gravel 2 Sand 3 Mud 4 Organic	1 Submergent Algal 2 Submergent Vascular 3 Submergent Moss 4 Floating-leaved 5 Floating 6 Unknown Submergent 7 Unknown Surface 1 Cobble/Gravel 2 Sand 3 Mud 4 Organic 5 Vegetated Pioneer 6 Vegetated Non-pioneer	1 Cobble/Gravel 2 Sand 3 Mud 4 Organic 1 Bedrock 2 Boulder 1 Cobble/Gravel 2 Sand	

(1) EM – EMERGENTS are only found in the Riverine Tidal and Riverine Lower Perennial Ecological Subsystem. All other classes are found in all Riverine Ecological Subsystems.

'ES TO THE USER

Vetlands which have been field examined are i
n the map by an asterisk (*).
Dominance type (either vegetative or sedentar
can be added to the map by the interested use
Additions or corrections to the wetlands inf
displayed on this map are solicited. Please forw
information to the address indicated.
Some areas designated R4SB, R4SBW, o
intermittent streams) may not meet the defi
vetlands.

AERIAL PHOTOGRAPHY

DATE: 5 / / 81
SCALE: 1:58000
TYPE: CIR

DATE: / /
SCALE:
TYPE:

case 3:07-cv-00239-RL-CAN document 2-4 filed 05/21/2007 page 7 of 7