IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

UNITED STATES OF AMERICA Plaintiff, v. NEXTIRAONE, LLC d/b/a BLACK BOX NETWORK SERVICES, and REPORT INVESTMENT CORPORATION, Defendants.	)	Civil Action No. 07-20654 (Cooke)

CONSENT DECREE

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint (the "Complaint") in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA"), seeking reimbursement of response costs incurred or to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the Anaconda Aluminum Co./Milgo Electronics Corporation National Priorities List Site in Miami, Dade County, Florida ("the Site").

B. The defendants that have entered into this Consent Decree ("Settling Defendants") do not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint.

C. The United States and Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is 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. § 9613(b), and also has personal jurisdiction over 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 is binding upon the United States, and upon Settling Defendants and their successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendants under this Consent Decree.

IV. DEFINITIONS

3. 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 meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

a. "AOCs" shall mean the Administrative Order on Consent entered into by Settling Defendants on July 31, 1992, with EPA Region 4 pursuant to Sections 104, 122(a), and 122(d)(3) of CERCLA, 42 U.S.C. §§ 9604, 9622(a), and 9622(d)(3), together with the Administrative Order on Consent entered into by Settling Defendants on November 19, 1992, with EPA Region 4 pursuant to Sections 104, 106 and 122 of CERCLA, 42 U.S.C. §§ 9604, 9606, and 9622.

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

c. "Consent Decree" shall mean this Consent Decree [and all appendices attached hereto]. In the event of conflict between this Consent Decree and any appendix, the Consent

Decree shall control.

d. "Day" shall mean a calendar day. 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.

e. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.

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

g. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

h. "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.

i. "NextiraOne's Counsel" shall mean the law firm of White & Case LLP and shall include the former Halsey & Smith, Douglas M. Halsey, P.A., and Halsey & Burns, P.A. firms.

j. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

k. "Parties" shall mean the United States and Settling Defendants.

l. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or DOJ on behalf of EPA has paid at or in connection with the Site through the date of lodging, plus accrued Interest on all such costs through such date. The date of lodging is the date on which the United States lodges the Consent Decree with the Court for a period of public comment pursuant to 42 U.S.C. § 9622(i).

m. "Plaintiff" shall mean the United States.

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

o. "Settling Defendants" shall mean NextiraOne, LLC d/b/a Black Box Network Services, and Report Investment Corporation. To the extent their potential liability is derivative of or based on the liability of NextiraOne, LLC or Report Investment Corporation,

e.g., piercing of the corporate veil, the term "Settling Defendants" shall also include the direct and indirect parent corporations, subsidiaries, and affiliates of NextiraOne, LLC and Report Investment Corporation, as well as their respective officers, directors, employees, agents and shareholders.

p. "Site" shall mean the Anaconda Aluminum Co./Milgo Electronics Corporation National Priorities List site, located on the north and south sides of the 3600 block of 76th Street in Miami-Dade County, Florida, and generally shown on the map included in Appendix A.

q. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. PAYMENT OF RESPONSE COSTS

4. Prior to Report Investment's execution of the Consent Decree, NextriaOne shall deposit $325,000.00 into an escrow account bearing interest on commercially reasonable terms, specifically, the White & Case LLP Trust Account (the "Escrow Account"). At the time of NextiraOne's deposit of funds into the Escrow Account pursuant to Paragraph 4, NextiraOne shall also send notice that the deposit has been made to EPA and DOJ, and to Report Investment, in accordance with Section XII (Notices and Submissions). Upon receipt of such notice, Report Investment shall sign the Consent Decree. If the Consent Decree is not entered by the Court, and the time for any appeal of that decision has run or if the Court's denial of entry is upheld on appeal, the monies placed in escrow, together with accrued interest thereon, shall be returned to NextiraOne. If the Consent Decree is entered by the Court, NextiraOne shall, within 15 days thereof, cause the monies in the Escrow Account to be paid to the United States in accordance with Paragraphs 5 and 6 below.

5. Payment shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with EFT instructions provided to NextiraOne by the Financial Litigation Unit of the U.S. Attorney's Office in the Southern District of Florida following lodging of the Consent Decree.

6. At the time of the payment to the United States pursuant to Paragraph 4, NextiraOne shall send notice that the payment has been made to EPA and DOJ in accordance with Section XII (Notices and Submissions). Such notice shall reference the EPA Region and Site/Spill Identification Numbers 04-0R, 04-0S and 04-3H, DOJ case numbers 90-11-2-07899/1 and 90-11-2-07899/3, and the civil action number.

7. The total amount to be paid pursuant to Paragraph 4 shall be deposited in the EPA Hazardous Substance Superfund.

VI. FAILURE TO COMPLY WITH CONSENT DECREE

8. Interest on Late Payments. If NextiraOne fails to make any payment under Paragraph 4 (Payment of Response Costs) by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

9. Stipulated Penalty.

a. If any amounts due under Paragraph 4 are not paid by the required date, Settling Defendants shall be in violation of this Consent Decree and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 8, $1,000.00 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days of the date of the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall reference the name and address of the party(ies) making payment, the Site name, the EPA Region and Site Spill ID Numbers 04-0R, 04-0S and 04-3H, DOJ Case Numbers 90-11-2-07899/1 and 90-11-2-07899/3, and the civil action number. Settling Defendants shall send the check (and any accompanying letter) to:

EPA Superfund
U.S. Environmental Protection Agency, Region 4
Cincinnati Accounting Operations
Mellon Lockbox 371099M
Pittsburgh, PA 15241-7099

c. At the time of each payment, Settling Defendants shall also send notice that payment has been made to EPA and DOJ in accordance with Section XII (Notices and Submissions). Such notice shall reference the EPA Region and Site/Spill ID Numbers 04-0R, 04-0S and 04-3H, DOJ Case Numbers 90-11-2-07899/1 and 90-11-2-07899/3, and the civil action number.

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Defendants of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

10. If the United States brings an action to enforce this Consent Decree, Settling Defendants shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

11. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of Settling Defendants' failure to comply with the requirements of this Consent Decree.

12. The obligations of Settling Defendants to pay amounts owed the United States under this Consent Decree are joint and several. In the event of the failure of any one or more Settling Defendants to make the payments required under this Consent Decree, the remaining Settling Defendants shall be responsible for such payments.

13. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Settling Defendants from payment as required by Section V or from performance of any other requirements of this Consent Decree.

VII. COVENANT NOT TO SUE BY PLAINTIFF

14. Covenant Not to Sue by United States. Except as specifically provided in Section VIII (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Settling Defendants pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs, or to sue or to take administrative action against Settling Defendants pursuant to Section 122 of CERCLA, 42 U.S.C. § 9622, to enforce the AOCs. This covenant not to sue shall take effect upon receipt by EPA of all payments required by Section V, Paragraph 4 (Payment of Response Costs) and any amount due under Section VI (Failure to Comply with Consent Decree). This covenant not to sue is conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Consent Decree. This covenant not to sue extends only to Settling Defendants and does not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY UNITED STATES

15. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all matters not expressly included within the Covenant Not to Sue by Plaintiff in Paragraph 14. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Setting Defendants with respect to:

a. liability for failure of Settling Defendants to meet a requirement of this Consent Decree;

b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;

c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606, other than enforcement of the AOCs;

d. criminal liability; and

e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

IX. COVENANT NOT TO SUE BY SETTLING DEFENDANTS

16. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs or this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of the response actions at the Site for which the Past Response Costs were incurred, including any claim under the United States 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; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs.

17. Nothing in this Consent Decree shall be deemed to constitute approval or 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).

X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

18. 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 Parties expressly reserve any and all rights (including, but not limited to, any right to contribution and indemnification), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto and between the Settling Defendants.

19. The Parties agree, and by entering this Consent Decree this Court finds, that Settling Defendants are entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. §

9613(f)(2), for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are Past Response Costs.

20. Each Settling Defendant agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree, it will notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Defendant also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree, it will notify EPA and DOJ in writing within 10 days of service of the complaint or claim upon it. In addition, each Settling Defendant shall notify EPA and DOJ 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, for matters related to this Consent Decree.

21. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, 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 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 Covenant Not to Sue by Plaintiff set forth in Section VII.

XI. RETENTION OF RECORDS

22. Until 3 years after the entry of this Consent Decree, each Settling Defendant shall preserve and retain all non-electronic records, reports, or information (hereinafter referred to as "records") now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary. NextiraOne's Counsel has represented NextiraOne, LLC and its corporate predecessors with respect to environmental issues at the Site since the late-1980s. In addition to representation on CERCLA issues, NextiraOne's Counsel represented Racal-Datacom, Inc. in insurance coverage litigation associated with the contamination at the Site. In the course of this representation, NextiraOne's Counsel expended significant resources to collect all documents and records relating to the contamination at the Site, including the industrial processes that may have caused such contamination, which appears to have been caused by a release that occurred in 1972. Despite this exhaustive records search, and likely due to the fact that electronic recordkeeping procedures were not in widespread use at the time of the release, no electronic documents or records were discovered. NextiraOne, LLC has instructed NextiraOne's counsel to retain all non-electronic Site records in accordance with this Paragraph.

23. After the conclusion of the 3-year document retention period in the preceding paragraph and for a period of two (2) years thereafter, Settling Defendants shall notify EPA and DOJ at least 90 days prior to the destruction of any such records, and, upon request by EPA or

DOJ, Settling Defendants shall deliver any such records to EPA. Settling Defendants may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendants assert such a privilege, they shall provide Plaintiff with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (*e.g.*, company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to Plaintiff in redacted form to mask the privileged information only. Settling Defendants shall retain all records that they claim to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendants' favor. However, no records created or generated pursuant to the requirements of this or any other settlement with the EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

24. There have been numerous corporate transactions since NextiraOne, LLC's predecessor received notice of potential liability relating to the Site. Several of these transactions involved changes in personnel and management, and may have involved changes in document retention practices and policies. Subject to the foregoing limitations, NextiraOne, LLC hereby certifies that, since the acquisition of NextiraOne, LLC by Black Box Corporation on April 30, 2006, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or information 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. § 6972. This certification applies only to actions since April 30, 2006, and does not apply to any corporate predecessors of Settling Defendants. As indicated in Paragraph 22 above, during the course of its representation of NextiraOne and its predecessors, NextiraOne's Counsel attempted to collect all documents relevant to the contamination at the Site, and to the best of Settling Defendants' knowledge, such documents have not been altered, mutilated, discarded, destroyed or otherwise disposed of. Report Investment hereby certifies, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any records, reports, or information 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 requires 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. § 6972.

XII. NOTICES AND SUBMISSIONS

25. Whenever, under the terms of this Consent Decree, notice is required to be given or a 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 Defendants in writing. 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, DOJ and Settling Defendants, respectively.

As to the United States:

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DJ Nos. 90-11-2-07899/1 and 90-11-2-07899/3)
P.O. Box 7611
Washington, D.C. 20044-7611

As to EPA:

Franklin Hill
Acting Director, Superfund Division
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Janice Thomas
Enforcement Project Manager
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Paula V. Batchelor
Superfund Division
U.S. EPA Region 4
61 Forsyth St., SW
Atlanta, GA 30303

As to Settling Defendants:

As to NextiraOne, LLC:

Christopher H. Gebhardt
Black Box Corporation
1000 Park Drive
Lawrence, PA 15055

As to Report Investment Corp.:

Michael Shearer
PO Box 3531
Hialeah, FL 33013

XIII. RETENTION OF JURISDICTION

26. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XIV. INTEGRATION/APPENDICES

27. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding among the Defendants with respect to the settlement embodied in this 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. The following appendices are attached to and incorporated into this Consent Decree: "Appendix A" is the map of the Site.

XV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

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

29. If for any reason this 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.

XVI. SIGNATORIES/SERVICE

30. Each undersigned representative of a Settling Defendant to this Consent Decree and the Deputy Chief, Environmental Enforcement Section, of the United States Department of Justice certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

31. 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 Settling Defendants in writing that it no longer supports entry of the Consent Decree.

32. Each Settling Defendant shall identify, on the attached signature page, the name and address 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.

XVII. FINAL JUDGMENT

33. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States 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 _____, 2007.

FILE COPY

_____
United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. NexitiraOne, LLC and Report Investment Corporation, S.D. Fla., Civ. No. 07-20654, relating to the Anaconda Aluminum Co./Milgo Electronics Corporation National Priorities List Site.

FOR THE UNITED STATES OF AMERICA

Date: 9/14/07

ELLEN MAHAN
Deputy Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

R. ALEXANDER ACOSTA
United States Attorney
Southern District of Florida

PATRICIA L. HURST
Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. NexitiraOne, LLC and Report Investment Corporation, S.D. Fla., Civ. No. 07-20654, relating to the Anaconda Aluminum Co./Milgo Electronics Corporation National Priorities List Site.

FRANKLIN E. HILL, Director
Superfund Division
U.S. Environmental Protection Agency
61 Forsyth Street, SW
Atlanta, GA 30303

NADINE A. A. ORRELL
Assistant Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency
61 Forsyth Street, SW
Atlanta, GA 30303

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. NexitiraOne, LLC and Report Investment Corporation, S.D. Fla., Civ. No. 07-20654, relating to the Anaconda Aluminum Co./Milgo Electronics Corporation National Priorities List Site.

FOR DEFENDANT NEXTIRAONE, LLC

Date: 8/23/07

Michael McAndrew
1000 Park Drive
Lawrence, PA 15055

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

Name: C T Corporation System

Address: 1200 South Pine Island Road
Plantation, FL 33324

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. NexitiraOne, LLC and Report Investment Corporation, S.D. Fla., Civ. No. 07-20654, relating to the Anaconda Aluminum Co./Milgo Electronics Corporation National Priorities List Site.

FOR DEFENDANT REPORT INVESTMENT CORPORATION

Date: 9/8/07

[Names and address of Defendant's signatories]

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

Name: Michael Shearer

Title: President

Address: P.O. Box 3531
Mialeah, FL 33013