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STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF INGHAM

JENNIFER M. GRANHOLM, Attorney General
of the State of Michigan,
and the MICHIGAN DEPARTMENT
OF ENVIRONMENTAL QUALITY,

Plaintiffs,

CASE NO. 02-967 CE C31
Honorable Houk

v.

AgrEvo USA Company (AgrEvo USA for Fisons, Inc.),
Allegiance Healthcare Corporation (Allegiance Healthcare Corporation on behalf of itself and
Baxter Healthcare Corporation),
American Seating Company,
Ameriwood Industries International, Inc. (Ameriwood Industries, Inc. and Ameriwood Industries
International, Inc. on behalf of Rospatch Corporation and Jessco, Inc.),
Amoco Oil Company,
Amstore Corporation,
A. M. Todd Company,
Appleton Papers, Inc. (Appleton Papers, Inc. successor by merger to Pine, Inc. f/k/a East Shore
Chemical Co.),
ATCO Rubber Products, Inc.,
Atlantic Richfield Company (Atlantic Richfield Company for itself and Anaconda Company),
BASF Corporation (BASF Corporation on behalf of itself and Inmont Corporation),
B-B Paint Corporation,
Bradford White Corporation, Inc.,
Bronson Methodist Hospital,
Brunswick Corporation (Brunswick Corporation, on its own behalf and on behalf of its wholly
owned subsidiary, Bowling and Billiards Corporation),
Bush Concrete Products, Inc.,
Cargo Heavy Duty, Inc.,
City of Otsego,
City of Wyoming,
Clark Equipment Company (Ingersoll-Rand for Clark Equipment Company),
Consolidated Rail Corporation,
CSX Transportation, Inc.,
David Brown Union Pumps Company,
Donnelly Corporation,
Dover Corporation (Ronnigen-Petter Division/Dover Corporation),
Du-Wel Products, Inc.,

Eagle Ottawa, LLC,
 Eaton Corporation,
 E. I. du Pont de Nemours and Company, Inc.,
 Electrolux North America, Inc.,
 Ertel Manufacturing Corp.,
 Essex Group, Inc. (Essex Group, Inc. f/k/a Essex International, Inc.),
 Extruded Metals, Inc.,
 Federal-Mogul Corporation,
 Federal-Mogul Piston Rings, Inc. (Federal-Mogul Corporation on behalf of Muskegon Piston
 Rings, Inc.),
 Flowserve Corporation (Flowserve Corporation f/k/a Durametallic Corporation),
 General Formulations Division of Celia Corporation,
 General Motors Corporation,
 George Belfer Drum & Barrel Company,
 Grand Transformers, Inc.,
 Grand Trunk Western Railroad, Inc.,
 Hamilton Sundstrand Dowagiac, Inc. (Hamilton Sundstrand Corporation),
 Hastings Manufacturing Company,
 Haworth, Inc.,
 H. B. Fuller Company,
 H. E. One Corporation,
 Hercules, Inc.,
 Honeywell International, Inc. (Honeywell International, Inc. f/k/a AlliedSignal, Inc. successor to
 the Bendix Corporation),
 Howard Miller Clock Company,
 Humphrey Products Company,
 Illinois Tool Works Inc. (Illinois Tool Works Inc./Medalist),
 Kayo Oil Company (Conoco, Inc. on behalf of Kayo Oil Company, a wholly-owned subsidiary of
 Conoco, Inc.),
 Kent County Health Department (Kent County),
 Kimberly-Clark Tissue Company (Kimberly-Clark Corporation/Kimberly-Clark Tissue Company
 on behalf of S.D. Warren Company),
 Kirsch Division of Newell Window Furnishings, Inc.,
 Kochem, Inc.,
 Kraft Foods, Inc.,
 Lawrence Industries, Inc.,
 Lear Corporation Mendon,
 Lear Siegler, Inc. (Lear Siegler, Inc. c/o Lear Siegler Diversified Holdings Corp.),
 Lilly Industries (USA), Inc. (Lilly Industries (USA), Inc. f/k/a American Aerosols),
 Menasha Corporation,
 Meridian, Inc.,
 Michigan State Industries Bureau of Correctional Industries – Michigan Department of
 Corrections,
 Michigan State University,

Millennium Petrochemicals, Inc. (Millennium Petrochemicals, Inc. f/k/a Northern Petrochemical Company),
Minnesota Mining and Manufacturing Company,
Nabisco, Inc. (LifeSavers, a unit of Nabisco),
Nestlé USA, Inc.,
Orkin Extermination Co., Inc. (Orkin Pest Control),
Owens-Illinois, Inc.,
Parker-Hannifin Corporation,
Peerbolts, Inc.,
Pharmacia Corporation (Pharmacia & Upjohn Company for Upjohn Company),
Pneumo Abex Corporation (NWL Control Systems, Inc. by its successor Pneumo Abex Corporation),
Prab, Inc.,
Princeldra, Inc. (f/k/a Prince Machine Corporation, f/k/a Prince Die Cast),
Reid Tool Supply Company,
Reliable Equipment Corporation,
Repco-Lite Paints, Inc.,
Shakespeare Company (Shakespeare Company/K2 Inc.),
SmithKline Beecham Corporation (SmithKline Beecham Corporation on behalf of Roberts Consolidated Industries Incorporated),
SPX Corporation,
Stryker Corporation,
Sunoco, Inc. (Sunoco, Inc. (R&M) f/k/a Sun Oil Company),
TDY Industries, Inc.,
The Mead Corporation,
Therm-O-Disc, Inc. (Midwest Components, Inc.),
The W-L Molding Company,
Tyler Refrigeration Corporation (American Standard Inc. on behalf of Tyler Refrigeration Corporation),
Unifab Corporation,
Yale Materials Handling – Michigan, Inc. (Lakeshore/Yale Materials Handling – Michigan, Inc.),

Defendants,

SOURCE AREA RESPONSE ACTIVITIES CONSENT DECREE

The Plaintiffs are Jennifer M. Granholm, Attorney General of the State of Michigan, and the Michigan Department of Environmental Quality (“MDEQ”).

The Defendants are AgrEvo USA Company, Allegiance Healthcare Corporation, American Seating Company, Ameriwood Industries International, Inc., Amoco Oil Company, Amstore Corporation, A. M. Todd Company, Appleton Papers, Inc., ATCO Rubber Products, Inc., Atlantic Richfield Company, BASF Corporation, B-B Paint Corporation, Bradford White Corporation, Inc., Bronson Methodist Hospital, Brunswick Corporation, Bush Concrete Products, Inc., Cargo Heavy Duty, Inc., City of Otsego, City of Wyoming, Clark Equipment Company, Consolidated Rail Corporation, CSX Transportation, Inc., David Brown Union Pumps Company, Donnelly Corporation, Dover Corporation, Du-Wel Products, Inc., Eagle Ottawa, LLC, Eaton Corporation, E. I. du Pont de Nemours and Company, Inc., Electrolux North America, Inc., Ertel Manufacturing Corp., Essex Group, Inc., Extruded Metals, Inc., Federal-Mogul Corporation, Federal-Mogul Piston Rings, Inc., Flowserve Corporation, General Formulations Division of Celia Corporation, General Motors Corporation, George Belfer Drum & Barrel Company, Grand Transformers, Inc., Grand Trunk Western Railroad, Inc., Hamilton Sundstrand Dowagiac, Inc., Hastings Manufacturing Company, Haworth, Inc., H. B. Fuller Company, H. E. One Corporation, Hercules, Inc., Honeywell International, Inc., Howard Miller Clock Company, Humphrey Products Company, Illinois Tool Works Inc., Kayo Oil Company, Kent County Health Department, Kimberly-Clark Tissue Company, Kirsch Division of Newell Window Furnishings, Inc., Kochem, Inc., Kraft Foods, Inc., Lawrence Industries, Inc., Lear Corporation Mendon, Lear Siegler, Inc., Lilly Industries (USA), Inc., Menasha Corporation, Meridian, Inc., Michigan State Industries Bureau of Correctional Industries – Michigan Department of Corrections, Michigan State University, Millennium Petrochemicals, Inc., Minnesota Mining and Manufacturing Company, Nabisco, Inc., Nestlé USA, Inc., Orkin Extermination Co., Inc., Owens-Illinois, Inc., Parker-Hannifin Corporation, Peerbolts, Inc., Pharmacia Corporation, Pneumo Abex Corporation, Prab, Inc., PrinceIdra, Inc., Reid Tool Supply Company, Reliable Equipment Corporation, Repco-Lite Paints, Inc., Shakespeare Company, SmithKline Beecham Corporation, SPX Corporation, Stryker Corporation, Sunoco, Inc., TDY Industries, Inc., The Mead Corporation, Therm-O-Disc, Inc., The W-L Molding Company, Tyler Refrigeration Corporation, Unifab Corporation, Yale Materials Handling – Michigan, Inc., and their respective successors and assigns.

This Consent Decree ("Decree") requires the preparation and performance by the Defendants of certain response and operation, maintenance, and monitoring activities as described in Section VI (Performance of Response Activities) and reimbursement by the Defendants of Future Response Activity Costs incurred by the State of Michigan (the "State") as described in Section XIV (Reimbursement of Costs), in connection with the Sunrise Landfill Facility, Wayland Township, Allegan County, Michigan (hereafter "Facility"). Defendants agree not to contest (a) the authority or jurisdiction of the Court to enter this Decree or (b) any terms or conditions set forth herein. It is not the intent of the Parties that this Decree address any issue with respect to preparation and performance by the Defendants of a remedial action plan or payment by the Defendants of any response activity costs other than Future Response Activity Costs.

The entry of this Decree by Defendants is neither an admission or denial of liability with respect to any issue dealt with in this Decree nor an admission or denial of any factual allegations or legal conclusions stated or implied herein.

The Parties and the Court agree that the response activities set forth herein are necessary to abate the release or threatened release of hazardous substances into the environment, to control future releases, and to protect public health, safety, and welfare, and the environment.

NOW, THEREFORE, before the taking of any testimony, and without this Decree constituting an admission of any of the allegations in the Complaint or as evidence of the same, and upon the consent of the Parties, by their duly authorized representatives, it is hereby ORDERED, ADJUDGED AND DECREED:

I. JURISDICTION

1.1 This Court has jurisdiction over the subject matter of this action pursuant to Section 20137 of Part 201, Environmental Protection, of the Natural Resources and Environmental Protection Act ("NREPA"), 1994 PA 451, as amended, MCL 324.20137; MSA

324A.20137. This Court also has personal jurisdiction over the Defendants. Defendants waive all objections and defenses that they may have with respect to jurisdiction of the Court or to venue in this District.

1.2 The Court determines that the terms and conditions of this Decree are reasonable, adequately resolve the environmental issues raised and properly protect the interests of the people of the State of Michigan.

1.3 The Court shall retain jurisdiction over the Parties and subject matter of this action to enforce this Decree and to resolve disputes arising under this Decree, including those that may be necessary for its construction, execution or implementation, subject to Section XVI (Dispute Resolution).

II. PARTIES BOUND

2.1 This Decree shall apply to and be binding upon Plaintiffs and Defendants and Defendants' respective successors and assigns. No change or changes in the ownership or corporate status or other legal status of any of the Defendants, including, but not limited to, any transfer of assets or of real property, shall in any way alter Defendants' responsibilities under this Decree.

2.2 Defendants shall provide a copy of this Decree to all contractors, subcontractors, laboratories and consultants that are retained to conduct any portion of the response activities to be performed pursuant to this Decree promptly after the effective date of such retention.

2.3 Notwithstanding the terms of any contract that Defendants may enter with respect to the performance of response activities pursuant to this Decree, Defendants are responsible for compliance with the terms of this Decree and shall contractually require that its contractors, subcontractors, laboratories and consultants perform all response activities in conformance with the terms and conditions of this Decree.

2.4 All Defendants shall be jointly and severally liable for the performance of the activities specified in this Decree and for any penalties that may arise from violations of this Decree. The signatories to this Decree certify that they are authorized to execute this Decree and to legally bind the Parties they represent.

III. STATEMENT OF PURPOSE

In entering into this Decree, the mutual intent of Plaintiffs and Defendants is to: (a) conduct Source Area Response Activities ("SARA") at the Facility, pursuant to MDEQ-approved design plans and specifications and other response activity work plans, including (i) construction of a Michigan Type II landfill cap which satisfies the requirements of Part 115 of the NREPA and manages the potential for precipitation to infiltrate landfill waste material; (ii) construction of a landfill leachate collection system which controls the accumulation of liquids in landfill waste material; (iii) construction of a landfill gas management system which collects, controls, and vents methane gas generated in landfill waste material; (iv) construction of a landfill erosion control and stormwater management system which controls the erosion of the landfill cap and collects and manages stormwater from the surface of the landfill cap; and (v) assurance of the effectiveness and integrity of the SARA through operation, maintenance, and monitoring, provision of financial assurance, placement of land use restrictions, and placement of permanent markers; (b) reimburse Plaintiffs for Future Response Activity Costs as described in Section XIV (Reimbursement of Costs); and (c) minimize litigation.

IV. DEFINITIONS

4.1 "100% Design" means designs, specifications, and plans included in the Landfill Cap Remedial Design Report (MWH Global, Inc., January 8, 2002) and in the attachments thereto, consisting of design plan and specification drawings, site health and safety plan, construction quality assurance plan, stormwater management and erosion control plan, operation, maintenance, and monitoring plan, and any modifications thereof made in

accordance with this Consent Decree. The MDEQ's written approval of the 100% Design is attached hereto as Attachment B.

4.2 "Day" or "day" means a calendar day, unless otherwise specified in this Decree.

4.3 "Decree" means this Consent Decree and any attachment hereto, including any future modifications, and any reports, plans, specifications and schedules required by the Consent Decree which, upon approval of the MDEQ, shall be incorporated into and become an enforceable part of this Consent Decree.

4.4 "Defendants" means the following companies and their respective successors and assigns, individually and jointly: AgrEvo USA Company, Allegiance Healthcare Corporation, American Seating Company, Ameriwood Industries International, Inc., Amoco Oil Company, Amstore Corporation, A. M. Todd Company, Appleton Papers, Inc., ATCO Rubber Products, Inc., Atlantic Richfield Company, BASF Corporation, B-B Paint Corporation, Bradford White Corporation, Inc., Bronson Methodist Hospital, Brunswick Corporation, Bush Concrete Products, Inc., Cargo Heavy Duty, Inc., City of Otsego, City of Wyoming, Clark Equipment Company, Consolidated Rail Corporation, CSX Transportation, Inc., David Brown Union Pumps Company, Donnelly Corporation, Dover Corporation, Du-Wel Products, Inc., Eagle Ottawa, LLC, Eaton Corporation, E. I. du Pont de Nemours and Company, Inc., Electrolux North America, Inc., Ertel Manufacturing Corp., Essex Group, Inc., Extruded Metals, Inc., Federal-Mogul Corporation, Federal-Mogul Piston Rings, Inc., Flowserve Corporation, General Formulations Division of Celia Corporation, General Motors Corporation, George Belfer Drum & Barrel Company, Grand Transformers, Inc., Grand Trunk Western Railroad, Inc., Hamilton Sundstrand Dowagiac, Inc., Hastings Manufacturing Company, Haworth, Inc., H. B. Fuller Company, H. E. One Corporation, Hercules, Inc., Honeywell International, Inc., Howard Miller Clock Company, Humphrey Products Company, Illinois Tool Works Inc., Kayo Oil Company, Kent County Health Department, Kimberly-Clark Tissue Company, Kirsch Division of Newell Window Furnishings, Inc., Kochem, Inc., Kraft Foods, Inc., Lawrence Industries, Inc., Lear Corporation Mendon, Lear

Siegler, Inc., Lilly Industries (USA), Inc., Menasha Corporation, Meridian, Inc., Michigan State Industries Bureau of Correctional Industries – Michigan Department of Corrections, Michigan State University, Millennium Petrochemicals, Inc., Minnesota Mining and Manufacturing Company, Nabisco, Inc., Nestlé USA, Inc., Orkin Extermination Co., Inc., Owens-Illinois, Inc., Parker-Hannifin Corporation, Peerbolts, Inc., Pharmacia Corporation, Pneumo Abex Corporation, Prab, Inc., Princeldra, Inc., Reid Tool Supply Company, Reliable Equipment Corporation, Repco-Lite Paints, Inc., Shakespeare Company, SmithKline Beecham Corporation, SPX Corporation, Stryker Corporation, Sunoco, Inc., TDY Industries, Inc., The Mead Corporation, Therm-O-Disc, Inc., The W-L Molding Company, Tyler Refrigeration Corporation, Unifab Corporation, and Yale Materials Handling – Michigan, Inc.

4.5 “Effective Date” means the date that the Court enters this Decree. All dates for the performance of obligations under this Decree shall be calculated from the Effective Date.

4.6 “ERD” means the Environmental Response Division of the MDEQ and its successor entities.

4.7 “Facility” means the Property identified in Attachment A and any area, place, or property where a hazardous substance, which originated at and is emanating or has emanated from the Property and is present at concentrations that exceed the requirements of Section 20120a(1)(a) or (17) of the NREPA, MCL 324.20120a(1)(a) or (17) or the cleanup criteria for unrestricted residential use under Part 213 of the NREPA, has been released, deposited, disposed of, or otherwise comes to be located.

4.8 “Future Response Activity Costs” means costs lawfully incurred by the State after the Effective Date to oversee, enforce, monitor, and document compliance with this Decree and to perform response activities required by this Decree, including, but not limited to, costs incurred to: monitor SARA at the Facility; observe and comment on field activities; review and comment on Submissions; collect and evaluate samples; purchase equipment and supplies to perform monitoring activities; attend and participate in meetings; prepare cost

reimbursement documentation; and perform response activities pursuant to Section IX (Emergency Response) and Paragraph 6.9.

4.9 “MDEQ” means the Michigan Department of Environmental Quality, its successor entities, and those authorized persons or entities acting on its behalf.

4.10 “Operation, Maintenance, and Monitoring” or “OM&M” means response activities conducted pursuant to this Decree to operate, maintain, and monitor the landfill cap and the landfill leachate collection, gas management, groundwater monitoring, and erosion control and stormwater management systems, pursuant to the 100% Design.

4.11 “Part 201” means Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act (“NREPA”), 1994 PA 451, as amended, MCL 324.20101 et seq., MSA 13A.20101 et seq. and the Administrative Rules legally promulgated thereunder.

4.12 “Party” means the Plaintiffs or Defendants. “Parties” means the Plaintiffs and Defendants.

4.13 “Plaintiffs” means Jennifer M. Granholm, Attorney General, of the State of Michigan, and the MDEQ, their successor entities, and those authorized persons or entities acting on their behalf.

4.14 “Property” means the property located at 829 Gregorville Road, Wayland Township, Allegan County, Michigan, and described in the legal description set forth in Attachment A.

4.15 “Source Area Response Activities” or “SARA” means response activities conducted pursuant to this Consent Decree, including (i) construction of a Michigan Type II landfill cap which satisfies the requirements of Part 115 of the NREPA and manages the

potential for precipitation to infiltrate landfill waste material; (ii) construction of a landfill leachate collection system which controls the accumulation of liquids in landfill waste material; (iii) construction of a landfill gas management system which collects, controls, and vents methane gas generated in landfill waste material; (iv) construction of a landfill erosion control and stormwater management system which controls the erosion of the landfill cap and collects and manages stormwater from the surface of the landfill cap; and (v) implementation of operation, maintenance, and monitoring activities associated with the foregoing; all pursuant to the 100% Design and the Schedule as set forth in Attachment C. Source Area refers to that portion of the Facility addressed by the SARA.

4.16 The terms “State” and “State of Michigan” mean the Michigan Department of Attorney General (“MDAG”) and the MDEQ, and any authorized representatives acting on their behalf.

4.17 “Submissions” means all plans, reports, schedules, documents required pursuant to Paragraph 6.5 (Financial Capability), and other submittals that Defendants are required to submit to the State pursuant to this Decree. “Submissions” does not include the notifications set forth in Section X (*Force Majeure*) or a Request for Approval of Performance (Paragraph 20.1).

4.18 Unless otherwise stated herein, all terms used in this document, which are defined in Part 3 of the NREPA; MCL 324.301, Part 201 of the NREPA, MCL 324.20101, et seq., or the Part 201 Rules, 1990 AACSR 299.5101, et seq., shall have the same meaning in this document as in Parts 3 and 201 of the NREPA and the Part 201 Administrative Rules.

V. COMPLIANCE WITH OTHER LAWS

All actions required to be taken pursuant to this Decree shall be undertaken in accordance with the requirements of all applicable or relevant and appropriate laws, rules and regulations, including, but not limited to, Part 201 of the NREPA, the Part 201 Administrative

Rules, and laws relating to occupational safety and health. Other agencies may also be called upon to review the conduct of response activities under this Decree.

VI. PERFORMANCE OF RESPONSE ACTIVITIES

6.1 Performance Objectives

Defendants shall perform response activities to comply with Part 201 and the performance objectives of this Decree for the Source Area as follows:

(a) Defendants shall perform the SARA pursuant to the 100% Design and the Schedule as set forth in Attachment C. The performance objectives of this Decree are to:

(i) design and construct a Michigan Type II landfill cap which manages the potential for precipitation to infiltrate landfill waste material, pursuant to the requirements of Part 115, Solid Waste Management ("Part 115"), of the NREPA and R 299.4425 and R 4449(1)(a) and (2) of the Administrative rules promulgated under Part 115 of the NREPA ("Part 115 Rules");

(ii) design and construct a landfill leachate collection system which controls the accumulation of liquids in landfill waste material, pursuant to Part 115 of the NREPA and R 299.4432(5), (6), and (7) and R 299.4449(1)(b) and (2) of the Part 115 Rules, except that the incorporation by reference of R 299.4432 into R 299.4449(1)(b) shall be limited to the provisions of R 299.4432(5), (6), and (7), and R 299.4423 shall not be deemed incorporated into R 299.4449(1)(b) for purposes of this Consent Decree;

(iii) design and construct a landfill gas management system which collects, controls, and vents methane gas generated in landfill waste material, pursuant to Part 115 of the NREPA and R 299.4433(1) and (2) and R 299.4449(1)(e) and (2) of the Part 115 Rules, except that the incorporation by reference of R 299.4433 into R 299.4449(1)(e) shall be limited to the provisions of R 299.4433(1) and (2); and

(iv) design and construct a landfill erosion control and stormwater management system which controls erosion of the landfill cap and collects and manages stormwater from the surface of the landfill cap, pursuant to Part 91, Soil Erosion and Sedimentation Control ("Part

91”) of the NREPA, Part 115 of the NREPA, and R 299.4425 and R 299.4449(1)(a) and (2) of the Part 115 Rules.

(b) Defendants shall perform the OM&M to operate, maintain, and monitor the landfill cap and the landfill leachate collection, gas management, erosion control, stormwater management, and groundwater monitoring systems. The purpose of the OM&M is to ensure compliance with the performance objectives referred to above. The OM&M shall be performed in perpetuity, or until such time as MDEQ determines that continued performance of OM&M is no longer necessary to assure compliance with Part 201 of the NREPA.

(c) Defendants shall assure the effectiveness and integrity of the SARA and protection of public health, safety, and welfare and the environment through the foregoing, provision of MDEQ approved financial assurance, land use restrictions, and permanent markers.

6.2 All components of the 100% Design, the Schedule, and any approved modifications thereof, shall be deemed incorporated into and made an enforceable part of this Decree. If there is a conflict between the requirements of this Decree and the 100% Design or the Schedule, the requirements of this Decree shall prevail.

6.3 Within thirty (30) days of the Effective Date, Defendants shall commence performance of the response activities pursuant to the MDEQ-approved plans and implementation schedules and submit progress reports.

6.4 Permanent Markers

(a) Prior to the implementation of OM&M pursuant to the Schedule in Attachment C, Defendants shall submit a work plan for MDEQ review and approval for the construction, placement, and maintenance of four (4) permanent markers on the north, south, east, and west edges of the Source Area. Within thirty (30) days after receipt of MDEQ approval of the work plan, Defendants shall implement the work plan.

(b) At least one permanent marker shall include a brief description of the general location and necessity of the exposure barrier and include a simple line drawing delineating the

extent of the exposure barrier, including an icon that shows where the marker is located relative to the boundaries of the restrictive area.

(c) The permanent markers shall include the liber and page number of the applicable restrictive covenant as recorded in the Allegan County Register of Deeds.

(d) The Defendants shall maintain the permanent markers in perpetuity, or until such time as MDEQ determines that continued maintenance is no longer necessary to assure compliance with Part 201.

6.5 Financial Capability

(a) At least thirty (30) days prior to commencing OM&M pursuant to this Consent Decree, Defendants shall submit to the Project Coordinator an estimate of the cost of OM&M for thirty (30) years, together with the Defendants' election of which financial assurance mechanisms set forth in this Paragraph Defendants will adopt to assure the performance of OM&M. Defendants shall establish and maintain financial assurance for OM&M in the amount of such cost estimate adjusted if necessary and appropriate as specified in "Formula to Determine the Present Worth of a Financial Assurance Mechanism" attached hereto as Attachment D, together with such fees and expenses as are necessary for the creation and administration of the financial assurance mechanism(s). Financial assurance shall be maintained so long as Defendants' obligation to conduct OM&M pursuant to this Consent Decree continues. Such financial assurance shall be provided through a trust fund, letter of credit, certificate of deposit, surety bond, financial test, corporate guarantee, or insurance policy, or any combination of trust funds, letters of credit, certificates of deposit, surety bonds, insurance policies, or other mechanisms acceptable to MDEQ. The form of the financial assurance mechanism(s) which can be used by Defendants shall be those specified in MAC Rule 299.9704-9709 or any mechanism(s) acceptable to MDEQ, provided that for purposes of this Consent Decree, such rules shall be deemed to apply only to the performance of OM&M, and shall not apply or refer to closure or post-closure care and maintenance of hazardous waste facilities.

(b) At any time after commencing OM&M pursuant to this Consent Decree, Defendants may establish a financial assurance mechanism or combination of mechanisms which are different from the mechanism(s) elected under Paragraph 6.5(a) and which are acceptable to

MDEQ. Any different financial assurance mechanism(s) established under this Paragraph shall be in an amount that reflects the estimated costs of OM&M adjusted if necessary and appropriate as specified in Attachment D, for thirty (30) years or a lesser period approved by MDEQ.

(c) Defendants shall submit to MDEQ a revised OM&M plan, including a revised OM&M cost estimate for the next thirty (30) years or a lesser period approved by MDEQ, every five (5) years or such longer interval as may be approved by MDEQ. The revised cost estimate shall include supporting documentation from the prior five (5) year period. The revised cost estimate shall be signed by the Defendant's project coordinator and shall require approval of MDEQ.

(d) Within sixty (60) days after receipt by MDEQ of a revised OM&M plan, MDEQ will determine whether the value of the then existing financial assurance mechanism provides sufficient financial assurance for the performance of OM&M for the next thirty (30) years or a lesser period approved by MDEQ. If MDEQ determines in writing that the financial assurance mechanism does not provide sufficient financial assurance for the performance of OM&M for the next thirty (30) years or approved lesser period and so notifies Defendants in writing, Defendants shall revise and/or establish a new financial mechanism in one or more of the forms described in Paragraph 6.5(a) or otherwise acceptable to MDEQ. Any new financial assurance mechanism established under this Paragraph shall be in an amount that reflects the estimated costs of OM&M adjusted if necessary and appropriate as specified in Attachment D, for the next thirty (30) years or a lesser period approved by MDEQ. A new financial assurance mechanism acceptable to the MDEQ shall be in place within (60) days after receipt by Defendants of the written determination by MDEQ that the existing financial assurance mechanism does not provide sufficient financial assurance.

(e) In the event of bankruptcy of the guarantor, trustee, insurer, or issuing institution, or a suspension or revocation of the authority of the trustee institution to act as trustee, or of the institution issuing a surety bond or letter of credit to issue such mechanisms, Defendants shall establish other financial assurance as specified in this Section VI within sixty (60) days after such an event.

(f) In the event that MDEQ issues a written notice to Defendants alleging that Defendants have failed to perform OM&M in accordance with this Consent Decree, or have

failed to maintain financial assurance in accordance with this Paragraph 6.5, then subject to completion of the procedures set forth in Paragraph 6.9 and Section XVI (Dispute Resolution), the Director may access the financial assurance mechanism(s) in accordance with their terms to perform OM&M required under this Consent Decree.

6.6 Land Use Restrictions

The Parties acknowledge that land use restrictions are required on the Property to protect public health, safety, and welfare and the environment. The MDEQ will facilitate the placement of the necessary restrictions on the Property. If after one (1) year of the Effective Date, the land use restrictions are not in place, Defendants will use their best efforts to secure the recording of MDEQ approved restrictions within the following six (6) months. For purposes of this Paragraph 6.6, "best efforts" includes, but is not limited to, offering reasonable consideration to the owner or taking judicial action to the extent provided by law to secure the recording of such restrictions. Defendants shall be responsible to assure that the restrictions placed on the Property are complied with until the MDEQ determines that hazardous substances controlled by the SARA no longer present an unacceptable risk to the public health, safety, and welfare, or the environment.

6.7 Modification of a Response Activity Work Plan

(a) If the MDEQ determines that a modification to the 100% Design, the Schedule, or another response activity work plan is necessary to meet and maintain the applicable performance objectives specified in Paragraph 6.1 or to meet any other requirements of this Decree, the MDEQ may require that such modification be incorporated into a previous MDEQ-approved response activity work plan, provided that a modification may only be required pursuant to this Paragraph to the extent that it is consistent with the scope of the performance objectives outlined in Paragraph 6.1. If extensive modifications are necessary, the MDEQ may require Defendants to develop and submit a new draft work plan. Defendants may request that the MDEQ consider a modification to a response activity work plan by submitting such request for modification along with the proposed change in the response activity work plan and the justification for that change to the MDEQ for review and approval.

Defendants will use their best efforts to notify MDEQ of a request for modification thirty (30) days prior to the date that the performance of any affected response activity is due. Any work plan modifications or any new work plans shall be developed in accordance with applicable requirements of this Section VI and shall be submitted to the MDEQ for review and approval in accordance with the procedures set forth in Section XIII (Submissions and Approvals).

(b) Upon MDEQ approval, Defendants shall perform response activities that are provided for in a modified response activity work plan or a new work plan in accordance with MDEQ-approved implementation schedules.

6.8 Progress Reports

(a) Defendants shall provide to the MDEQ Project Coordinator written progress reports regarding response activities and other matters at the Facility related to the implementation of this Decree. These progress reports shall include the following:

(i) A description of the activities that have been taken toward achieving compliance with this Decree during the previous reporting period;

(ii) All results of sampling and tests and other data received by Defendants, their employees or authorized representatives during the previous reporting period relating to the response activities performed pursuant to this Decree;

(iii) The status of any access issues that have arisen, which affect or may affect the performance of response activities, and a description of how Defendants propose to resolve those issues;

(iv) A description of the nature and amount of waste materials that were generated and the name and location of the facilities that were used for the off-site transfer, storage, treatment or disposal of those waste materials;

(v) A description of data collection and other activities scheduled for the next reporting period; and

(vi) Any other relevant information regarding other activities or matters at the Facility that affect or may affect the implementation of the requirements of this Decree.

(b) The first progress report shall be submitted to the MDEQ within thirty (30) days following the Effective Date. Thereafter, progress reports shall be submitted (i) monthly

during construction of the landfill cap, and (ii) quarterly at all times before and after construction of the landfill cap, until otherwise specified in the MDEQ-approved work plans. Pursuant to Paragraph 6.7, either the MDEQ may modify or Defendants may modify a schedule for the submittal of progress reports contained in an MDEQ-approved work plan.

6.9 MDEQ's Performance of Response Activities

(a) If Defendants cease to perform the response activities required by this Decree, are not performing response activities in accordance with this Decree, are not performing response activities in accordance with the schedule required by this Decree, or are performing response activities in a manner that causes or threatens an endangerment to human health or the environment, the MDEQ may, at its option, and upon providing thirty (30) days prior written notice to Defendants, take over the performance of those response activities.

Defendants shall either (i) perform the required response activities and deliver documentation of that performance to MDEQ within thirty (30) days from receipt of MDEQ's notice, or (ii) initiate dispute resolution in accordance with Section XVI within five (5) business days from receipt of MDEQ's notice. If Defendants fail to do so, MDEQ may, at its option, take over the performance of the required response activities. Nothing contained in this Paragraph will be deemed to limit, modify, or affect MDEQ's authority to perform emergency response activities in accordance with Section IX (Emergency Response).

(b) If the MDEQ finds it necessary to take over the performance of response activities that Defendants are obligated to perform under this Decree, Defendants shall reimburse the State its costs to perform those response activities plus accrued interest. Interest shall begin to accrue on the State's costs at the rate specified in Section 20126a(3) of the NREPA on the day the State begins to incur costs for those response activities. Costs incurred by the State to perform response activities pursuant to this Paragraph and any accrued interest shall be considered to be "Future Response Activity Costs" and Defendants shall provide reimbursement of these costs to the State in accordance with Paragraphs 14.1 and 14.3. Defendants obligation to pay MDEQ costs under this Paragraph shall apply unless and until Defendants are relieved of this obligation through dispute resolution under Section XVI (Dispute Resolution).

VII. ACCESS

7.1 Upon the Effective Date of this Decree and to the extent access to the Facility and other property, if any, to which access is necessary for the performance of SARA, is owned by, controlled by, or available to Defendants, the MDEQ, its authorized employees, agents, representatives, contractors and consultants, upon presentation of proper credentials and providing reasonable notice to Defendants, shall have access at all reasonable times to the Facility and the associated property for the purpose of conducting any activity to which access is required for the implementation of this Decree or to otherwise fulfill any responsibility under federal or State law with respect to the Facility, including, but not limited to:

- (a) Monitoring response activities or any other activities taking place pursuant to this Decree at the Facility;
- (b) Verifying any data or information submitted to the MDEQ;
- (c) Conducting investigations relating to contamination at or near the Facility;
- (d) Obtaining samples;
- (e) Assessing the need for or planning or conducting response activities at or near the Facility;
- (f) Assessing compliance with requirements for the performance of monitoring, operation and maintenance, or other measures necessary to assure the effectiveness and integrity of a remedial action;
- (g) Inspecting and copying non-privileged records, operating logs, contracts or other documents;
- (h) Communicating with Defendants' Project Coordinator or other personnel, representatives, or consultants for the purpose of assessing compliance with this Decree;
- (i) Determining whether the Facility 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 Decree; and

(j) Assuring the protection of public health, safety, and welfare and the environment.

7.2 To the extent that the Facility, or any other property where the SARA is to be performed by the Defendants under this Decree, is owned or controlled by persons other than Defendants or MDEQ, Defendants shall use their best efforts as provided in this Paragraph to secure from such persons access for the Parties and their authorized employees, agents, representatives, contractors and consultants. Defendants shall provide the MDEQ with a copy of each access agreement secured pursuant to this Section VII. The Parties acknowledge that the MDEQ will facilitate the acquisition of long term access to the Property for the performance of SARA through the acquisition of a non-revocable legal instrument. If long term access to the Property is not obtained within one (1) year of the Effective Date, Defendants shall use their best efforts to secure for the Parties and their authorized employees, agents, representatives, contractors and consultants the requisite access. For purposes of this Paragraph, "best efforts" includes, but is not limited to, offering reasonable consideration to the owner or taking judicial action to the extent provided by law to secure such access. Before Defendants are required to take judicial action to secure access to a property, the State shall request access in writing from the owner or other person, if any, legally entitled to grant access to the property. If judicial action is required to obtain access, Defendants shall provide documentation to the MDEQ that such judicial action has been filed in a court of appropriate jurisdiction no later than ninety (90) days after Defendants' receipt of MDEQ approval of the work plan for which such access is needed. If Defendants have not been able to obtain access within ninety (90) days after filing judicial action, Defendants shall promptly notify the MDEQ of the status of their efforts to obtain access and provide an assessment of how any delay in obtaining access may affect the performance of response activities for which the access is needed. Provided that Defendants have used their best efforts to obtain access in accordance with this Paragraph, a delay in obtaining access, or a delay resulting from inability to obtain access, shall be deemed a Force Majeure event within the meaning of Section X (*Force Majeure*).

7.3 Any lease, purchase, contract or other agreement entered into by Defendants, which transfers to another person a right of control over the Facility or a portion of the Facility, shall contain a provision preserving for the MDEQ or any other person undertaking the response activities and their authorized representatives, the access provided under this Section VII (Access) and Section XI (Record Retention/Access to Information).

VIII. SAMPLING AND ANALYSIS

8.1 All sampling and analysis conducted pursuant to this Decree shall be in accordance with the approved work plans.

8.2 Defendants, or their consultants or subcontractors, shall provide the MDEQ ten (10) days notice prior to any sampling activity to be conducted pursuant to this Decree to allow the MDEQ Project Coordinator, or his or her authorized representative, the opportunity to take split or duplicate samples or to observe the sampling procedures. In circumstances where ten (10) days notice is not possible, Defendants, or their consultants or subcontractors, shall provide notice of the planned sampling activity as soon as possible to the MDEQ Project Coordinator and explain why earlier notification was not possible. If the MDEQ Project Coordinator concurs with the explanation provided, Defendants may forego the ten (10)-day notification period for that particular sampling event. The MDEQ and its authorized representatives shall provide Defendants ten (10) days advance notice of any sampling activity MDEQ intends to undertake in connection with this Consent Decree, and shall afford Defendants an opportunity to take split or duplicate samples and to observe the sampling procedures, except as provided in Section IX (Emergency Response).

8.3 Defendants shall provide the MDEQ with the results of all environmental sampling and other analytical data generated in the performance or monitoring of any requirement under this Decree. Said results shall be included in the progress reports set forth in Paragraph 6.8.

8.4 For the purpose of quality assurance monitoring, Defendants shall assure that the MDEQ and its authorized representatives are allowed access to any laboratory that is used by Defendants in implementing this Decree.

IX. EMERGENCY RESPONSE

9.1 If, in the course of Defendants performing the SARA pursuant to this Decree, an act or the occurrence of an event causes a release or threat of release of a hazardous substance at or from the Facility, or causes exacerbation of existing contamination at the Facility, and the release, threat of release, or exacerbation poses or threatens to pose an imminent and substantial endangerment to public health, safety, or welfare or the environment, Defendants shall immediately undertake all appropriate actions to prevent, abate or minimize such release, threat of release, exacerbation or endangerment and shall immediately notify the MDEQ's Project Coordinator. In the event of his or her unavailability, Defendants shall notify the Pollution Emergency Alerting System (PEAS, 1-800-292-4706). In such an event, any actions taken by Defendants shall be in accordance with all applicable health and safety laws and regulations and with the provisions of the MDEQ approved HASP.

9.2 Within ten (10) days of notifying the MDEQ of such an act or event, Defendants shall submit a written report setting forth a description of the act or event that occurred and the measures taken or to be taken to mitigate any release, threat of release, exacerbation, or endangerment caused or threatened by the act or event and to prevent recurrence of such an act or event. Regardless of whether Defendants notify the MDEQ under this Section IX, if an act or event causes a release, threat of release, or exacerbation, or poses or threatens to pose an imminent and substantial endangerment to public health, safety, or welfare or the environment, the MDEQ may: (a) require Defendants to stop response activities at the Facility for such period of time as may be needed to prevent or abate any such release, threat of release, exacerbation, or endangerment; (b) require Defendants to undertake any actions that the MDEQ determines are necessary to prevent or abate any such release, threat of release, exacerbation, or endangerment; or (c) undertake any actions that the MDEQ

determines are necessary to prevent or abate such release, threat of release, exacerbation, or endangerment.

X. FORCE MAJEURE

10.1 Defendants shall perform the requirements of this Decree within the time limits established herein, unless performance is prevented or delayed by events that constitute a “*Force Majeure*.” Defendants shall not be deemed to be in violation of this Decree if the State agrees that a delay in performance is attributable to a *Force Majeure* event pursuant to Paragraph 10.4(a) or if Defendants’ position prevails at the conclusion of a dispute resolution proceeding between the Parties regarding an alleged *Force Majeure* event. Defendants shall be subject to stipulated penalties as set forth in Section XV (Stipulated Penalties) for any noncompliance or violation described in Paragraph 15.2 that is not attributable to a *Force Majeure* event.

10.2 For the purposes of this Decree, a “*Force Majeure*” event is defined as any event arising from causes beyond the control of and without the fault of Defendants, of any entity controlled by Defendants, or of Defendants’ contractors, that delays or prevents the performance of any obligation under this Decree despite Defendants’ “best efforts to fulfill the obligation.” The requirement that Defendants exercise “best efforts to fulfill the obligation” includes using best efforts to anticipate any potential *Force Majeure* event and to address the effects of any potential *Force Majeure* event as it is occurring and following the potential *Force Majeure* event, such that any delay is minimized to the greatest extent possible. A *Force Majeure* event does not include, among other things, unanticipated or increased costs, changed financial circumstances, or failure to obtain a permit or license as a result of Defendants’ acts or omissions.

10.3 If either (a) an event occurs that causes or may cause a delay in the performance of any obligation under this Decree, whether or not such delay is caused by a *Force Majeure* event, or (b) a delay in performance occurs due to Defendants' failure to comply with this Decree, Defendants shall do the following:

(i) Notify the MDEQ by telephone or telefax within two (2) business days of discovering the event and its impact on the performance of Defendants' obligations under this Consent Decree; and

(ii) Within ten (10) days of providing the two (2) day notice, provide a written notice, action plan, and supporting documentation to the MDEQ, which includes the following:

(1) A description of the event or delay in performance and the anticipated length and precise causes of the delay or potential delay;

(2) The specific obligations of this Decree that may be or have been affected by a delay in performance;

(3) The measures Defendants have taken or propose to take to avoid, minimize or mitigate the delay in performance or the effect of the delay, or to cure the cause of the delay, and an implementation schedule for performing those measures;

(4) If Defendants intend to assert a claim of *Force Majeure*, Defendants' rationale for attributing a delay or potential delay to a *Force Majeure* event;

(5) Whether Defendants are requesting an extension for the performance of any of their obligations under this Decree and, if so, the specific obligations for which they are seeking such an extension, the length of the requested extension, and their rationale for needing the extension; and

(6) A statement as to whether, in the opinion of Defendants, the event or delay in performance may cause or contribute to an endangerment to public health, safety, or welfare or the environment and how the measures taken or to be taken to address the event or delay in performance will avoid, minimize, or mitigate such endangerment.

10.4 Within thirty (30) days of receiving Defendants' written notification under Paragraph 10.3, the State will provide written notification of its approval, approval with modifications, or disapproval of Defendants' written notification under Paragraph 10.3 and will notify Defendants of one of the following:

(a) If the State agrees with Defendants' assertion that a delay in performance or potential delay is attributable to a *Force Majeure* event, the State's written notification will include the length of the extension, if any, for the performance of specific obligations under this Decree that are affected by the *Force Majeure* event and for which Defendants are seeking an extension. An extension of the schedule for performance of a specific obligation affected by a *Force Majeure* event shall not, by itself, extend the schedule for performance of any other obligation, except for those obligations as to which the obligation extended by the *Force Majeure* event is a prerequisite.

(b) If the State does not agree with Defendants' assertion that a delay in performance or anticipated delay has been or will be caused by an alleged *Force Majeure* event, the State will notify Defendants of its decision. If Defendants disagree with the State's decision, Defendants may initiate the dispute resolution process specified in Section XVI (Dispute Resolution) of this Decree. In any such proceeding, Defendants shall have the burden of demonstrating by the preponderance of the evidence that: (i) the delay in performance or anticipated delay has been or will be caused by a *Force Majeure* event; (ii) the duration of the delay or the extension sought by Defendants was or will be warranted under the circumstances; (iii) Defendants exercised their best efforts to fulfill the obligation; and (iv) Defendants have complied with all requirements of this Section X.

(c) If Defendants' notification pertains to a delay in performance that has occurred because of its failure to comply with the requirements of this Decree, Defendants shall undertake those actions determined to be necessary and appropriate by the MDEQ to address the delay in performance and, for any noncompliance or violation described in Paragraph 15.2, shall pay stipulated penalties upon receipt of the MDEQ's demand for payment as set forth in Section XV (Stipulated Penalties). Penalties shall accrue as provided in Section XV (Stipulated Penalties) regardless of when Defendants notify the MDEQ or when the MDEQ notifies Defendants of a violation.

10.5 This Decree shall be modified as set forth in Section XXI (Modifications) to reflect any modifications to the Schedule set forth in Attachment C that are made pursuant to

Paragraph 10.4(a) or that are made pursuant to the resolution of a dispute between the Parties under Section XVI (Dispute Resolution).

10.6 Defendants' failure to comply with the applicable notice requirements of Paragraph 10.3 as to a delay in performance shall render this Section X void and of no force and effect with respect to that delay, and a claim of *Force Majeure* shall not be available for that delay, until such time as Defendants provide a notice to the MDEQ that provides the information required by Paragraph 10.3; however, the State may waive these notice requirements in its sole discretion in appropriate circumstances. The State will provide written notice to Defendants of any such waiver.

XI. RECORD RETENTION/ACCESS TO INFORMATION

11.1 Defendants and their representatives, consultants and contractors shall preserve and retain, during the pendency of this Decree and for a period of five (5) years after completion of operation and maintenance and long-term monitoring at the Facility, all documents that are maintained or generated pursuant to any requirement of this Decree. Thereafter, Defendants shall continue to preserve and retain all such documents, provided that Defendants may destroy any such documents after providing not less than ninety (90) days advance written notification to the MDEQ of the proposed destruction. Defendants' notification of proposed document destruction request shall be accompanied by a copy of this Decree and sent to the address listed in Section XII (Project Coordinators and Communications/Notices) or to such other address as may subsequently be designated in writing by the MDEQ. Upon written direction from the MDEQ received by Defendants within such ninety (90)-day notification period, Defendants shall deliver the original or a duplicate copy, in Defendants' discretion, of any and all non-privileged documents proposed for destruction which are identified in the MDEQ's written direction to Defendants. In the alternative, Defendants may make a written commitment, with the MDEQ's approval, to continue to preserve and retain the documents for a specified period of time, or Defendants may offer to relinquish custody of all non-privileged documents to the MDEQ.

11.2 Upon request, Defendants shall provide to the MDEQ copies of all non-privileged documents and information within their possession, or within the possession or control of their employees, contractors, agents or representatives, relating to the performance of the SARA or implementation of other requirements of this Decree, including, but not limited to, records regarding the collection and analysis of samples, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing forms, or other correspondence, documents, or information related to response activities. Upon reasonable notice, Defendants also shall make available to the MDEQ, Defendants' employees, contractors, agents or representatives with knowledge of relevant facts concerning the performance of the SARA.

11.3 If Defendants submit to the MDEQ documents or information that Defendants believe they are entitled to protection as provided for in Section 20117(10) and (11) of the NREPA, Defendants may designate in that submittal the documents or information to which they believe they are entitled such protection. If no such designation accompanies the information when it is submitted to the MDEQ, the information may be made available to the public by the MDEQ without further notice to Defendants. Any information submitted to the MDEQ that is described in Section 20117(11)(a)-(h) of the NREPA shall not be claimed as confidential or privileged by Defendants. Information or data generated under this Decree shall not be subject to Part 148 of the NREPA, MCL 324.14801 *et seq.*

XII. PROJECT COORDINATORS AND COMMUNICATIONS/NOTICES

12.1 Each Party shall designate one or more Project Coordinators. Whenever notices are required to be given or progress reports, information on the collection and analysis of samples, sampling data, work plan submittals, approvals, or disapprovals, or other technical Submissions are required to be forwarded by one Party to the other Party under this Decree, or whenever other communications between the Parties is needed, such communications shall be directed to the Project Coordinators at the addresses listed below. If any Party changes its

designated Project Coordinator, the name, address and telephone number of the successor shall be provided to the other Party, in writing, as soon as practicable.

A. As to MDEQ:

(1) For all matters pertaining to this Decree, except those specified in Paragraphs A(2), (3) and (4) below:

Mr. Paul Gauthier, Project Coordinator
Environmental Response Division
Field Operations Section
P.O. Box 30426
Lansing, MI 48909
Telephone: 517-373-9892
FAX: 517-241-9581
E-mail: gauthiep@michigan.gov

(Via courier)
525 West Allegan Street
Lansing, MI 48909

With a copy to:

Mr. David O'Donnell, District Supervisor
Environmental Response Division
Kalamazoo District
Michigan Department of Environmental Quality
7953 Adobe Road
Kalamazoo, MI 49009
Telephone: 616-567-3500
FAX: 616-567-9440
E-mail odonneld@michigan.gov

The Project Coordinator will have primary responsibility for overseeing the performance of response activities at the Facility and the other requirements specified in this Decree for the MDEQ.

(2) For all matters specified in this Decree that are to be directed to the ERD Division Chief:

Chief, Environmental Response Division
Michigan Department of Environmental Quality
P.O. Box 30426
Lansing, MI 48909

Telephone: 517-335-1104
FAX: 517-373-2637

(Via courier)
525 West Allegan
Lansing, MI 48909

A copy of all correspondence that is sent to the Chief of the ERD shall also be provided to the MDEQ Project Coordinator designated in Paragraph 12.1A(1).

(3) For Record Retention pursuant to Section XI (Record Retention/Access to Information), and questions concerning financial matters pursuant to Section XIV (Reimbursement of Costs) and Section XV (Stipulated Penalties):

Chief, Compliance and Enforcement Section
Environmental Response Division
Michigan Department of Environmental Quality
P.O. Box 30426
Lansing, MI 48909
Telephone: 517-373-7818
FAX: 517-373-2637

(Via courier)
525 West Allegan
Lansing, MI 48909

A copy of all correspondence that is sent to the Chief of the Compliance and Enforcement Section shall also be provided to the MDEQ Project Coordinator designated in Paragraph 12.1A(1).

(4) For all payments pursuant to Section XIV (Reimbursement of Costs) and Section XV (Stipulated Penalties):

Financial & Business Services Division
Revenue Control Unit
Michigan Department of Environmental Quality
525 West Allegan
P.O. Box 30657
Lansing, MI 48909

To ensure proper credit, all payments made pursuant to this Decree must reference the Sunrise Landfill and the Court Case Number.

A copy of all correspondence that is sent to the Revenue Control Unit shall also be provided to the MDEQ Project Coordinator designated in Paragraph 12.1A(1), and the Compliance and Enforcement Section Chief designated in Paragraph 12.1A(3).

B. As to the Department of Attorney General:

Assistant Attorney General in Charge
Natural Resources and Environmental Quality Division
Department of Attorney General
525 West Allegan
Lansing, MI 48909
Telephone: 517-373-7540
FAX: 517-335-6668

C. As to Defendants:

(1) For all technical matters pertaining to this Decree:

Mr. Michael T. Miller, Project Coordinator
Newell Rubbermaid
0585 W. 600 N
Howe, IN 46746
Telephone: 260-562-3966
E-mail: ehsmmiller@skyenet.net

With a copy to:

Mr. Eugene E. Smary, Administrative Chair
The Sunrise Landfill Potentially Responsible Party Group
Warner Norcross & Judd, LLP
111 Lyon Street, N.W., Suite 900
Grand Rapids, MI 49503
Telephone: 616-752-2000
FAX: 616-752-2500
E-mail: esmary@wnj.com

(2) For all other matters specified in this Decree:

Mr. Eugene E. Smary, Administrative Chair
The Sunrise Landfill Potentially Responsible Party Group
Warner Norcross & Judd LLP
111 Lyon Street, N.W., Suite 900
Grand Rapids, MI 49503
Telephone: 616-752-2000
FAX: 616-752-2500
E-mail: esmary@wnj.com

12.2 Defendants' Project Coordinator shall have primary responsibility for overseeing the performance of response activities at the Facility and the other requirements specified in this Decree.

12.3 The MDEQ may designate other authorized representatives, employees, contractors, and consultants to observe and monitor the progress of any activity undertaken pursuant to this Decree.

XIII. SUBMISSIONS AND APPROVALS

13.1 All Submissions required by this Decree shall comply with all applicable laws and regulations and the requirements of this Decree and be delivered to the MDEQ in accordance with the schedules set forth in this Decree. All Submissions delivered to the MDEQ pursuant to this Decree shall include a reference to the Sunrise Landfill and the Court Case Number. Any Submission delivered to the MDEQ for approval also shall be marked "Draft" and shall include, in a prominent location in the document, the following disclaimer: "Disclaimer: This document is a DRAFT document that has not received final approval from the Michigan Department of Environmental Quality ("MDEQ"). This document was prepared pursuant to a Court Order. The opinions, findings, and conclusions expressed are those of the authors and not those of the MDEQ."

13.2 After receipt of any Submission relating to response activities that is required to be submitted for approval pursuant to this Decree, the MDEQ Project Coordinator will in writing: (a) approve the Submission; (b) approve the Submission with modifications; or (c) disapprove the Submission and notify Defendants of the deficiencies in the Submission. Upon receipt of a notice of approval or approval with modifications from the MDEQ, Defendants shall proceed to take the actions and perform the response activities required by the Submission, as approved or as modified, and shall submit a new cover page and any modified pages of the Submission marked "Final."

13.3 Upon receipt of a notice of disapproval from the MDEQ pursuant to Paragraph 13.2(c), Defendants shall correct the deficiencies and resubmit the Submission for MDEQ review and approval within thirty (30) days, unless the notice of disapproval specifies a longer time period for resubmission. Unless otherwise stated in the MDEQ's notice of disapproval, Defendants shall proceed to take the actions and perform the response activities not directly related to the deficient portion of the Submission. Any stipulated penalties applicable to the delivery of the Submission shall accrue during the thirty (30)-day period or other time period for Defendants to resubmit the Submission, but shall not be payable unless the resubmission is also disapproved and the State makes a demand for payment of such penalties in accordance with Section XV (Stipulated Penalties). The MDEQ will review any resubmitted Submission in accordance with the procedure set forth in Paragraph 13.2. If a resubmitted Submission is disapproved, the MDEQ will so advise Defendants and, as set forth above, stipulated penalties shall accrue from the date of the MDEQ's disapproval of the original Submission and continue to accrue until Defendants deliver an approvable Submission. In that event, stipulated penalties shall not accrue separately for the disapproval of the resubmitted Submission.

13.4 Upon approval by the MDEQ, any Submission and attachments to Submissions required by this Decree shall be considered to be part of this Decree and are enforceable pursuant to the terms of this Decree. If there is a conflict between the requirements of this Decree and any Submission or an attachment to a Submission, the requirements of this Decree shall prevail.

13.5 An approval or approval with modifications of a Submission means that the MDEQ views the Submission as complying with this Consent Decree, but does not otherwise mean that the MDEQ concurs with any of the conclusions, methods, or statements in the Submission.

13.6 No informal advice, guidance, suggestions or comments by the MDEQ regarding any Submission provided by Defendants shall be construed as relieving Defendants of their obligation to obtain such formal approval as may be required by this Decree.

XIV. REIMBURSEMENT OF COSTS

14.1 Defendants shall reimburse the State for all Future Response Activity Costs incurred by the State. As soon as possible after each anniversary of the Effective Date of this Decree, the MDEQ will provide Defendants with a written demand for payment of Future Response Activity Costs that have been lawfully incurred by the State since the Effective Date. Any such demand will identify, and will include written documentation supporting each cost incurred for which reimbursement is sought. Except as provided by Section XVI (Dispute Resolution), Defendants shall reimburse the MDEQ for such costs within ninety (90) days of receipt of a written demand from the MDEQ.

14.2 Defendants shall have the right to request and receive a full and complete accounting of all MDEQ demands made hereunder, including time sheets, travel vouchers, contracts, invoices, and payment vouchers as may be available to the MDEQ. The MDEQ's provision of these documents to Defendants may result in the MDEQ incurring additional Future Response Activity Costs, which will be included in the annual demand for payment of Future Response Activity Costs.

14.3 All payments made pursuant to this Decree shall be by certified check, made payable to the "State of Michigan - Environmental Response Fund," and shall be sent by first class mail to the Revenue Control Unit at the address listed in Paragraph 12.1A(4) of Section XII (Project Coordinators and Communications/Notices). The Sunrise Landfill and the Court Case Number shall be identified on each check. A copy of the transmittal letter and the check shall be provided simultaneously to the MDEQ's Project Coordinator at the address listed in Paragraph 12.1A(1), the Chief of the Compliance and Enforcement Section at the address listed in Paragraph 12.1A(3), and the Assistant Attorney General in Charge at the address listed in Paragraph 12.1B. Costs recovered pursuant to this Section XIV and payment of stipulated penalties pursuant to Section XV (Stipulated Penalties) shall be deposited in the

Environmental Response Fund in accordance with the provisions of Section 20108(3) of the NREPA.

14.4 If Defendants fail to make full payment to the MDEQ for Future Response Activity Costs as specified in Paragraph 14.1, interest shall begin to accrue on the unpaid balance at the rate specified in Section 20126a(3) of the NREPA on the day after payment was due until the date upon which Defendants make full payment of those costs and the accrued interest to the MDEQ, unless before the due date Defendants timely initiate dispute resolution proceedings under Section XVI (Dispute Resolution) with respect to the unpaid Future Response Activity Costs. In the event that such proceedings result in a final unappealable determination adverse to Defendants as to any challenged Future Response Activity Costs, interest on that portion of the challenged costs shall accrue from the day after payment was due and shall continue to accrue until the costs and interest thereon are fully paid. In any challenge by Defendants to a MDEQ demand for reimbursement of costs, Defendants shall have the burden of establishing that the MDEQ did not lawfully incur those costs in accordance with Section 20126a(1)(a) of the NREPA.

XV. STIPULATED PENALTIES

15.1 Defendants shall be liable for stipulated penalties in the amounts set forth in Paragraph 15.2 for failure to comply with the requirements of this Decree specified below, unless excused under Section X (*Force Majeure*).

15.2 The following stipulated penalties shall accrue, per violation, per day, for failure to perform the indicated response activities:

VIOLATION

PERIOD OF NONCOMPLIANCE

Up to	16 to	Over
<u>15 Days</u>	<u>30 Days</u>	<u>30 Days</u>

Failure to complete the following to meet the performance objectives of this Decree and in compliance with the Construction Quality Assurance Plan, included as part of the 100% Design and the Schedule as set forth in Attachment C:

Installation of the landfill leachate collection system or landfill gas management system	\$200	\$500	\$800
Installation of the landfill cap membrane	\$200	\$500	\$800
Installation of the landfill erosion control and stormwater management system	\$200	\$500	\$800
Submittal and implementation of work plan for permanent markers pursuant to Paragraph 6.4	\$200	\$500	\$800
Establishment and maintenance of financial assurance in accordance with Paragraph 6.5	\$200	\$500	\$800
Implementation of OM&M	\$200	\$500	\$800
Implementation of any work plan modified in accordance with Paragraph 6.7	\$200	\$500	\$800
Submittal of progress reports, monitoring reports, modifications, and any other Submission required in this Decree, except for notices of <i>Force Majeure</i> under Paragraph 10.3 of this Decree	\$100	\$400	\$700

15.3 All penalties shall begin to accrue on the day after performance of an activity was due or the day a violation occurs, and shall continue to accrue through the final day of completion of performance of the activity or correction of the violation. Nothing contained in this Section XV shall prevent the simultaneous accrual of separate penalties for separate violations of this Decree.

15.4 Except as provided in Section XVI (Dispute Resolution), Defendants shall pay stipulated penalties owed to the State no later than thirty (30) days after Defendants' receipt of a written demand from the State. Payment shall be made in the manner set forth in Paragraph

14.3. Interest shall begin to accrue on the unpaid balance at the end of the thirty (30)-day period at the rate provided for in Section 20126a(3) of NREPA on the day after payment was due and shall continue to accrue until the date upon which Defendants make full payment of those stipulated penalties and the accrued interest to the MDEQ. Failure to pay the stipulated penalties within thirty (30) days after receipt of a written demand therefore constitutes a further violation of this Decree, unless within that thirty (30) day period Defendants invoke dispute resolution.

15.5 The payment of penalties shall not alter in any way Defendants' obligation to complete the performance of response activities required by this Decree.

15.6 If Defendants fail to pay stipulated penalties when due, the State may institute proceedings to collect the penalties, as well as interest. However, the assessment of stipulated penalties is not the State's exclusive remedy if Defendants violate this Decree. For any failure or refusal of Defendants to comply with the requirements of this Decree, the State also reserves the right to pursue any other remedies to which it is entitled under this Decree or any applicable law including, but not limited to, seeking injunctive relief, the specific performance of response activities, reimbursement of costs, and sanctions for contempt of court. The State also reserves the right to seek the imposition of civil penalties under applicable laws for violations of this Decree; provided that the State may elect to assert a claim for stipulated penalties under this Section XV, or a claim for civil penalties under Part 201 of the NREPA or other applicable authority, but shall not seek both stipulated penalties and civil penalties for the same violation.

15.7 Notwithstanding any other provision of this Section XV, the State may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Decree.

XVI. DISPUTE RESOLUTION

16.1 Unless otherwise expressly provided for in this Decree, the dispute resolution procedures of this Section XVI shall be the exclusive mechanism to resolve disputes arising under or with respect to this Decree. However, the procedures set forth in this Section XVI shall not apply to actions by the State to enforce obligations of Defendants that have not been disputed in accordance with this Section XVI. Engagement of dispute resolution under this Section XVI as to any obligation or issue shall not, by itself, be cause for delay in the performance of any other obligation under this Decree, except for those obligations as to which the disputed obligation, or the determination of the disputed issue, is a prerequisite.

16.2 The State shall maintain an administrative record of any disputes that are initiated pursuant to this Section XVI. The administrative record shall include the information Defendants provide to the State under Paragraphs 16.3-16.5 and any documents the MDEQ and State rely on to make the decisions set forth in Paragraphs 16.3-16.5. Defendants shall have the right to request that the administrative record be supplemented with other material involving matters in dispute pursuant to MCL 324.20137(5).

16.3 Any dispute that arises under this Decree with respect to the MDEQ's disapproval, modification, or other decision concerning the requirements of Section VI (Performance of Response Activities), Section VIII (Sampling and Analysis), Section IX (Emergency Response), or Section XIII (Submissions and Approvals) shall in the first instance be the subject of informal negotiations between the Project Coordinators representing the Parties. A dispute shall be considered to have arisen on the date that a Party to this Decree receives a written Notice of Dispute from the other Party. This Notice of Dispute shall state the issues in dispute; the relevant facts upon which the dispute is based; any factual data, analysis, or opinion supporting its position; and all supporting documentation upon which the Party bases its position. The period of informal negotiations shall not exceed twenty-one (21) days from the date a Party receives a Notice of Dispute, unless the time period for negotiations is modified by written agreement between the Parties. If the Parties do not reach an agreement within twenty-one (21) days, the MDEQ Project Coordinator will thereafter provide a written ERD Statement of Decision to Defendants. In the absence of initiation of formal

dispute resolution by Defendants under Paragraph 16.4, the MDEQ's position as set forth in the ERD Statement of Decision shall be binding on the Parties.

16.4 If Defendants and the MDEQ cannot informally resolve a dispute under Paragraph 16.3, Defendants may initiate formal dispute resolution by submitting a written request for review of the disputed issues ("Request for Review") to the ERD Division Chief. Defendants must file a Request for Review with the ERD Division Chief and the MDEQ Project Coordinator within ten (10) days of Defendant's receipt of the ERD Statement of Decision issued pursuant to Paragraph 16.3. Defendants' Request for Review shall state the issues in dispute; the relevant facts upon which the dispute is based; any factual data, analysis, or opinion supporting its position; and all supporting documentation upon which Defendants base their position. Within twenty (20) days of the ERD Division Chief's receipt of Defendants' Request for Review, the ERD Division Chief will provide a written Final ERD Statement of Decision to Defendants, which will include a statement of his/her understanding of the issues in dispute; the relevant facts upon which the dispute is based; any factual data, analysis, or opinion supporting her/his position; and all supporting documentation relied upon by the ERD Division Chief in making his/her decision. The time period for the ERD Division Chief's review of the Request for Review may be extended by written agreement between the Parties. The Final ERD Statement of Decision shall be binding on the Parties unless contested in accordance with Paragraph 16.6.

16.5 If Defendants seek to challenge any decision or notice issued by the MDEQ or the State under this Decree, except for any decision or notice regarding matters covered by Paragraphs 16.3 or 16.4, Defendants shall send a written Notice of Dispute to both the ERD Division Chief and the Assistant Attorney General in Charge assigned to this matter within ten (10) days of Defendants' receipt of the decision or notice from the MDEQ or State. The Notice of Dispute shall include the relevant facts upon which the dispute is based; any factual data, analysis, or opinion supporting its position; and all supporting documentation upon which Defendants base their position. The Parties shall have fourteen (14) days from the date of the State's receipt of the Notice of Dispute to reach an agreement. If an agreement is not reached on any issue within the fourteen (14)-day period, the State will thereafter issue, in

writing, the State's Statement of Decision to Defendants, which shall be binding on the Parties unless contested in accordance with Paragraph 16.6.

16.6 The Final ERD Statement of Decision or the State's Statement of Decision pursuant to Paragraph 16.4 or 16.5, respectively, shall control unless, within twenty (20) days after Defendants' receipt of one of those Decisions, Defendants file with this Court a motion for resolution of the dispute, which sets 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 insure orderly implementation of this Decree. Within thirty (30) days of Defendants' filing of a motion asking the Court to resolve a dispute, Plaintiffs will file with the Court the administrative record that is maintained pursuant to Paragraph 16.2.

16.7 Any judicial review of the Final ERD Statement of Decision or the State's Statement of Decision shall be limited to the administrative record. In proceedings on any dispute relating to the selection, extent, or adequacy of any aspect of the response activities that are the subject of this Decree, Defendants shall have the burden of demonstrating on the administrative record that the position of the MDEQ is arbitrary and capricious or otherwise not in accordance with law. In proceedings on any dispute, Defendants shall bear the burden of persuasion on factual issues under the applicable standards of review. Nothing herein shall prevent Plaintiffs from arguing that the Court should apply the arbitrary and capricious standard of review to any dispute under this Decree.

16.8 Notwithstanding the invocation of a dispute resolution proceeding, stipulated penalties shall accrue from the first day of any failure to comply with any term or condition of this Decree, but payment shall be stayed pending resolution of the dispute. In the event, and to the extent, that Defendants do not prevail on the disputed issue, the MDEQ may demand payment of stipulated penalties and Defendants shall pay stipulated penalties as set forth in Section XV (Stipulated Penalties), except as determined otherwise by the Court. Defendants shall not be assessed stipulated penalties for disputes that are resolved in their favor.

16.9 Notwithstanding the provisions of this Section XVI and in accordance with Sections XIV (Reimbursement of Costs) and XV (Stipulated Penalties), as appropriate, Defendants shall pay to the MDEQ that portion of a demand for reimbursement of costs or for payment of stipulated penalties that is not the subject of an ongoing dispute resolution proceeding in accordance with and in the manner provided in Sections XIV (Reimbursement of Costs) and XV (Stipulated Penalties), as appropriate.

XVII. INDEMNIFICATION AND INSURANCE

17.1 The State of Michigan does not assume any liability by entering into this Decree. This Decree shall not be construed to be an indemnity by the State for the benefit of Defendants or any other person.

17.2 Defendants shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, agents, employees, contractors and representatives for any claims or causes of action that arise from, or on account of, any acts or omissions of Defendants, their officers, employees, agents, or any persons acting on their behalf, or under their control, in performing the activities required by this Decree.

17.3 Defendants shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, agents, employees, contractors and representatives for any claims or causes of action for damages or reimbursement from the State that arise from, or on account of, any contract, agreement, or arrangement between Defendants and any person for the performance of response activities at the Facility, including any claims on account of construction delays.

17.4 The State will provide Defendants timely notice of any claim for which the State intends to seek indemnification pursuant to Paragraphs 17.2 and 17.3.

17.5 Neither the State of Michigan nor any of its departments, agencies, officials, agents, employees, contractors or representatives shall be held out as a party to any contract that is entered into by or on behalf of Defendants for the performance of activities required by this Decree. Neither Defendants nor any contractor shall be considered an agent of the State.

17.6 Defendants waive all claims or causes of action against the State of Michigan and its departments, agencies, officials, agents, employees, contractors, and representatives for damages, reimbursement, or set-off of any payments made or to be made to the State, that arise from, or on account of, any contract, agreement or arrangement between Defendants and any other person for the performance of response activities at the Facility, including any claims on account of construction delays.

17.7 Prior to commencing any response activities pursuant to this Decree and for the duration of this Decree, Defendants shall require their contractors and any subcontractors to secure and maintain comprehensive general liability insurance with limits of two million dollars (\$2,000,000.00), combined single limit, which names the MDEQ and the Attorney General as additional insured parties. If Defendants demonstrate by evidence satisfactory to the MDEQ that any contractor or subcontractor maintains insurance equivalent to that described above, then with respect to that contractor or subcontractor, Defendants shall provide only that portion, if any, of the insurance described above that is not maintained by the contractor or subcontractor. Regardless of the insurance method used by Defendants, prior to the commencement of response activities pursuant to this Decree, Defendants shall provide the MDEQ Project Coordinator and the Attorney General with certificates evidencing said insurance and the MDEQ's and the Attorney General's status as additional insured parties. In addition, for the duration of this Decree, Defendants shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of Workers' Disability Compensation Insurance for all persons performing response activities on behalf of Defendants in furtherance of this Decree.

XVIII. RESERVATION OF RIGHTS BY PLAINTIFFS

18.1 The State reserves, and this Decree is without prejudice to, all rights to take administrative action or to file a new action pursuant to any applicable authority against Defendants with respect to all matters other than the response activities performed in compliance with this Decree and the reimbursement for Future Response Activity Costs pursuant to Section XIV (Reimbursement of Costs). This reservation includes, but is not limited to, the following:

(a) the performance of Source Area Response Activities that are required to achieve and maintain the performance objectives specified in Paragraph 6.1;

(b) the performance of response activities required to address the Facility other than the Source Area, including but not limited to the development and implementation of a remedial action plan pursuant to Part 201 of the NREPA;

(c) any response activity costs incurred at the Facility and paid by the State subsequent to March 31, 1999, and any interest accrued on such response activity costs, except for Future Response Activity Costs which have been paid by Defendants pursuant to this Decree;

(d) the past, present or future treatment, handling, disposal, release or threat of release of hazardous substances that occur outside of the Facility and that are not attributable to the Facility;

(e) the past, present or future treatment, handling, disposal, release or threat of release of hazardous substances taken from the Facility;

(f) damages for injury to, destruction of, or loss of natural resources and the costs for any natural resource damage assessment;

(g) criminal acts;

(h) any matters for which the State is owed indemnification under Section XVII (Indemnification and Insurance) of this Decree; and

(i) the release or threatened release of hazardous substances or for violations of federal or state law that occur during or after the performance of response activities required by this Decree.

18.2 The State reserves the right to take action against Defendants if at any time it discovers that any material information provided by Defendants prior to or after entry of this Decree was false or misleading.

18.3 The MDEQ and the Attorney General expressly reserve all rights and defenses pursuant to any available legal authority that they may have to enforce this Decree or to compel Defendants to comply with the NREPA.

18.4 In addition to, and not as a limitation of any other provision of this Decree, the MDEQ retains all authority and reserves all rights to perform, or contract to have performed, any response activities that the MDEQ determines are necessary.

18.5 In addition to, and not as a limitation of any provision of this Decree, the MDEQ and the Attorney General retain all of their information gathering, inspection, access, and enforcement authorities and rights under Part 201 of the NREPA and any other applicable statute or regulation.

18.6 Failure by the MDEQ or the Attorney General to timely enforce any term, condition or requirement of this Decree shall not:

- (a) Provide or be construed to provide a defense for Defendants' noncompliance with any such term, condition or requirement of this Decree; or
- (b) Estop or limit the authority of MDEQ or the Attorney General to later enforce any such term, condition or requirement of the Decree or to seek any other remedy provided by law.

18.7 This Decree does not constitute a warranty or representation of any kind by the MDEQ that the response activities performed by Defendants in accordance with the MDEQ-approved work plans required by this Decree will result in the achievement of the performance objectives stated in Paragraph 6.1 or the remedial criteria established by law, or that those response activities will assure protection of public health, safety, or welfare or the environment.

18.8 Except as provided in Paragraph 18.1, nothing in this Decree shall limit the power and authority of the MDEQ or the State of Michigan, pursuant to Section 20132(8) of the NREPA, to direct or order all appropriate action to protect the public health, safety, or welfare or the environment; or to prevent, abate or minimize a release or threatened release of hazardous substances, pollutants or contaminants on, at or from the Facility.

18.9 After the Effective Date of this Decree, if the State initiates any administrative or judicial proceeding for injunctive relief, recovery of response activity costs, or other appropriate relief relating to the Facility, Defendants agree not to assert and shall not maintain any defenses or claims that are based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, or claim-splitting, or that are based upon a defense that contends any claims raised by the State in such a proceeding were or should have been brought in this case.

XIX. CONTRIBUTION PROTECTION

Pursuant to Section 20129(5) of the NREPA and Section 9613(f)(2) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC (CERCLA), Defendants shall not be liable for claims for contribution for (a) response activities that Defendants perform pursuant to MDEQ-approved work plans and implementation schedules and (b) reimbursement of Future Response Activity Costs that are incurred by the State and paid by Defendants as set forth in Paragraph 14.1, to the extent allowable by law. Entry of this Decree does not discharge the liability of any other person that may be liable under Section 20126 of the NREPA, or the CERCLA, 42 USC §9607 and §9613. Pursuant to Section 20129(9) of the NREPA, any action by Defendants for contribution from any person that is not a Party to this Decree shall be subordinate to the rights of the State of Michigan if the State files an action pursuant to the NREPA or other applicable federal or state law.

XX. MDEQ APPROVAL OF DEFENDANTS' PERFORMANCE OF RESPONSE ACTIVITIES

20.1 Defendants may apply to the MDEQ for an "Approval of Performance of Response Activities" when Defendants have satisfactorily performed the response activities specified in Section VI (Performance of Response Activities) with the exception of the performance of activities to implement any long term requirements of the SARA that are needed to assure the effectiveness and integrity of SARA. When Defendants have met the criteria stated in this Paragraph, Defendants may send a "Request for Approval of Performance of Response Activities" and a draft Performance Report (collectively "Request for Approval of Performance") to the MDEQ. The draft Performance Report shall summarize all response activities conducted pursuant to the MDEQ-approved work plans and shall include or reference any supporting documentation.

20.2 Within sixty (60) days of receipt of the Request for Approval of Performance, if the MDEQ determines that Defendants have satisfactorily performed the response activities specified in Section VI (Performance of Response Activities) except for the performance of any actions to implement long term requirements of SARA that are needed to assure the effectiveness and integrity of SARA, the ERD Division Chief will so notify Defendants. The time frame for such notification may be extended by the mutual agreement of the Parties. Upon Defendants' delivery of a final Performance Report, the ERD Division Chief shall issue an Approval of Performance of Response Activities. The MDEQ's issuance of an Approval of Performance of Response Activities does not relieve Defendants of their obligations to achieve and maintain the performance objectives specified in Paragraph 6.1 and to otherwise continue to comply with this Decree.

XXI. MODIFICATIONS

21.1 This Decree may only be modified according to the terms of this Section XXI. Any attachment to or Submission required pursuant to this Decree may be modified by written agreement of the MDEQ Project Coordinator and Defendants, as specified in this Decree.

21.2 Modification of any other provision of this Decree shall, upon written agreement between Defendants, the ERD Division Chief, and the Michigan Department of Attorney General, be entered with the Court.

XXII. SEPARATE DOCUMENTS

This Decree may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Decree may be executed in duplicate original form.

Sunrise Landfill, Allegan County, Michigan
Consent Decree
Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY PLAINTIFFS:

Attorney for Plaintiffs

JENNIFER M. GRANHOLM
Attorney General

By: 

Date: 

Gary L. Finkbeiner (P25363)

Assistant Attorney General

Natural Resources and Environmental Quality Division

Department of Attorney General

525 West Allegan

Telephone: 517-373-7540

Lansing, Michigan 48909

Telephone: 517-373-7540

Sunrise Landfill, Allegan County, Michigan
Consent Decree
Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: GRAND TRANSFORMERS INCORPORATED

Executed By: *[Signature]*

Date:

FAXED
06/13/02

Print or Type Name: G.V. RETZLAFF

Title: CEO

← ORIGINAL
GVR
06/18/02

Designated Representative: Alan Bennett

Firm: Law, Weathers & Richardson, P.C.

Address: Bridgewater Place - Suite 800

333 Bridge St., N.W.

Grand Rapids, MI 49504

Telephone: (616) 459-1171

Fax: (616) 732-1740

Agent for Service: Alan Bennett

Address: Law, Weathers & Richardson, P.C.

Bridgewater Place - Suite 800

333 Bridge St., N.W.

Grand Rapids, MI 49504

Sunrise Landfill, Allegan County, Michigan
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Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Grand Trunk Western RR
Executed By: R Pellerin Date: June 11/02
Print or Type Name: N PELLERIN
Title: AUP Environment

Designated Representative: Richard A. Verkter
Firm: Counsel - U.S. Environment
Address: Canadian National / Illinois Central Railroad Company
455 N. Cityfront Plaza Drive
Chicago, IL 60611-5317
Telephone: (312) 755-7654
Fax: (312) 755-7669

Agent for Service: Richard A. Verkter
Address: same as above

Sunrise Landfill, Allegan County, Michigan
Consent Decree
Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Grand Trunk Western RR
Executed By: N. Pellier Date: June 11/02
Print or Type Name: N PELLIER
Title: AVP Environment

Designated Representative: Richard A. Verkter
Firm: Canadian National / Illinois Central Railroad Company
Address: Grand Trunk Western
455 N. Cityfront Plaza Drive
Chicago, IL 60611-5317
Telephone: (312) 755-7654
Fax: (312) 755-7669

Agent for Service: Richard A. Verkter
Address: Same as above

Sunrise Landfill, Allegan County, Michigan
Consent Decree
Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: BRUNSWICK CORPORATION, on its own behalf and
on behalf of Brunswick Bowling and Billiards
Corporation

Executed By:

M. I. Smith

Date: 6.17.02

Print or Type Name:

Marshall I. Smith

Title:

VP, General Counsel & Secretary

Designated Representative:

James A. Carney

Firm:

Sidley Austin Brown & Wood

Address:

Bank One Plaza

10 S. Dearborn Street

Chicago, IL 60603

Telephone:

(312) 853-6095

Fax:

(312) 853-

Agent for Service:

Marshall I. Smith

Address:

Vice President and General Counsel

BRUNSWICK CORPORATION

1 N. Field Ct.

Lake Forest, IL 60045-4811

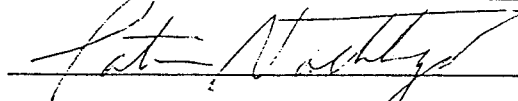
Sunrise Landfill, Allegan County, Michigan
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Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Clark Equipment Company

Executed By:



Date: 6/17/02

Print or Type Name:

Patricia Nachtigal

Title:

Vice President, General Counsel

Designated Representative: Aaron Kleinbaum

Firm:

Ingersoll-Rand Company

Address:

200 Chestnut Ridge Road

Woodcliff Lake, NJ 07677

Telephone:

201-573-3233

Fax:

201-573-3448

Agent for Service:

Address:

Sunrise Landfill, Allegan County, Michigan
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Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Union Pump

Executed By: Jon Schiff Date: 18 June 02

Print or Type Name: Jameson Schiff

Title: Assistant General Counsel, Textron Inc.

Designated Representative: Patricia Bisschopp

Firm: Textron Inc

Address: 40 Westminster Street
Providence RI

02903

Telephone: 401 457-2245

Fax: 401 457-2460

Agent for Service: _____

Address: _____

Sunrise Landfill, Allegan County, Michigan
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Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: H.B. Fuller Company

Executed By:  Date: 6/19/02

Print or Type Name: Richard C. Baker

Title: Vice President General Counsel and Secretary

Designated Representative: Charles B. Rogers

Firm: Briggs and Morgan

Address: 2400 IDS Center

80 South Eighth Street
Minneapolis, MN 55402

Telephone: 612 334-8446

Fax: 612-334-8650

Agent for Service: Richard C Baker

Address: H.B. Fuller Company

1200 Willow Lake Blvd.
St. Paul, MN 55110

Sunrise Landfill, Allegan County, Michigan
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Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: CSX Transportation

Executed By:

Carl A. Gerhardt

Date:

6/12/02

Print or Type Name:

CARL A. GERHARDT

Title:

Sr. Dir. Env.

Designated Representative: Fredrick J. Dindoffer, Esq.

Firm:

Bodman, Longley & Dahling LLP

Address:

100 Renaissance Center

34th Floor

Detroit, Michigan 48243

Telephone:

(313) 393-7595

Fax:

(313) 393-7579

Agent for Service: Fredrick J. Dindoffer, Esq.

Address:

Bodman, Longley & Dahling LLP

100 Renaissance Center, 34th Floor

Detroit, Michigan 48243

Sunrise Landfill, Allegan County, Michigan
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Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Extruded Metals, Inc.

Executed By:

George M. Dykhuizen

Date: 6/12/2002

Print or Type Name:

George M. Dykhuizen

Title:

President

Designated Representative:

Mark M. Davis

Firm:

Varnum, Riddering, et al.

Address:

Bridgewater Place

P.O. Box 352

Grand Rapids, MI 49501-0352

Telephone:

616/336-6733

Fax:

616/336-7000

Agent for Service:

Mark M. Davis

Address:

same as above

Sunrise Landfill, Allegan County, Michigan
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File
Consent Decree
At disposal
Removal
Of the Third Party
Insured C. J. P. H.

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: SPX Corporation

Executed By: Daniel M. Grady Date: 6-11-07

Print or Type Name: DANIEL M. GRADY

Title: DIRECTOR, Environmental Health + Safety

Designated Representative: Mark M. Davis

Firm: Varnum, Riddering, et al.

Address: Bridgewater Place
P.O. Box 352
Grand Rapids, MI 49501-0352

Telephone: 616/336-6233

Fax: 616/336-7000

Agent for Service: Mark M. Davis

Address: Varnum, Riddering, et al.
P.O. Box 352
Grand Rapids, MI 49501-0352

Sunrise Landfill, Allegan County, Michigan
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Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: 3M Company

Executed By: R.A. Paschke Date: 6/18/2002

Print or Type Name: Robert A. Paschke

Title: Manager, Corporate Environmental Programs

Designated Representative: George Ann Biros

Firm: 3M Office of General Counsel

Address: P O Box 33428

St. Paul, MN 55133-3428

Telephone: 651/736-1581

Fax: 651/736-9469

Agent for Service: _____

Address: _____

Sunrise Landfill, Allegan County, Michigan
Consent Decree
Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Sunoco, Inc. f/k/a Sun Oil Co.

Executed By:

Thomas J. Haines

Date: June 18, 2002

Print or Type Name:

Thomas J. Haines

Title:

Senior Counsel

Designated Representative: Thomas J. Haines

Firm:

Sunoco, Inc

Law Department

Address:

1801 Market Street

Philadelphia, Pa. 19103

Telephone:

(215) 977- 6273

Fax:

(215) 977- 6878

Agent for Service: The Corporation Company

Address:

30600 Telegraph Road

Bingham Farms, MI 48025

Sunrise Landfill, Allegan County, Michigan
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Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Eagle Ottawa, LLC

Executed By:



Date: 6/17/02

Print or Type Name: Jerry Sumpter

Title: President

Designated Representative: _____

Firm: _____

Address: _____

Telephone: _____

Fax: _____

Agent for Service: _____

Address: _____

Sunrise Landfill, Allegan County, Michigan
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Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: STRYKER CORPORATION

Executed By: Michael G. Cartier Date: June 12, 2002

Print or Type Name: Michael G. Cartier

Title: Assistant Counsel

Designated Representative: Ronald E. Baylor

Firm: Miller Canfield Paddock and Stone PLC

Address: 444 West Michigan Avenue

Kalamazoo, MI 49007

Telephone: 616-381-7030

Fax: 616-382-0244

Agent for Service: Ronald E. Baylor

Address: 444 West Michigan Avenue

Kalamazoo, MI 49007

Sunrise Landfill, Allegan County, Michigan
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Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: MICHIGAN STATE UNIVERSITY

Executed By: Kathryn E. Lindahl Date: 6-12-02

Print or Type Name: Kathryn E. Lindahl

Title: Assistant Vice President for Finance and Operations

Designated Representative: Ronald E. Baylor

Firm: Miller Canfield Paddock and Stone PLC

Address: 444 West Michigan Avenue

Kalamazoo, MI 49007

Telephone: 616-381-7030

Fax: 616-382-0244

Agent for Service: Ronald E. Baylor

Address: 444 West Michigan Avenue

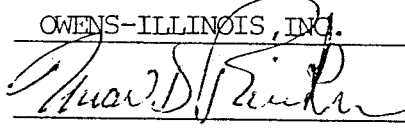
Kalamazoo, MI 49007

Sunrise Landfill, Allegan County, Michigan
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Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: OWENS-ILLINOIS, INC.

Executed By: 

Date: 6/6/02

Print or Type Name: NIRAV D. PARIKH

Title: LEGAL COUNSEL

Designated Representative: Ronald E. Baylor

Firm: Miller Canfield Paddock and Stone PLC

Address: 444 West Michigan Avenue

Kalamazoo, MI 49007

Telephone: 616-381-7030

Fax: 616-382-0244

Agent for Service: Ronald E. Baylor

Address: 444 West Michigan Avenue

Kalamazoo, MI 49007

Sunrise Landfill, Allegan County, Michigan
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Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: H.E. One Corporation

Executed By: Janet E. Vitacco Date: June 17, 2002

Print or Type Name: Janet E. Vitacco

Title: Assistant Secretary

Designated Representative: Paul Puryear

Firm: C/O GE Capital Corporation

Address: 500 West Monroe Street

Chicago, Illinois 60661

Telephone: (312)441-7114

Fax: (312)441-7236

Agent for Service: The Corporation Company

Address: 30600 Telegraph Road

Bingham Farms, Oakland County, Michigan 48025

Sunrise Landfill, Allegan County, Michigan
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Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: REPCOLITE PAINTS, INC.

Executed By:

Dan Altana

Date: 6-17-02

Print or Type Name:

DAN ALTENA

Title:

C.O.O.

Designated Representative: DAN ALTENA

Firm:

REPCOLITE PAINTS, INC.

Address:

473 W. 17th STREET

HOLLAND, MI 49423

Telephone:

616-396-1275

Fax:

616-396-9654

Agent for Service:

Address:

Sunrise Landfill, Allegan County, Michigan
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Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Kraft Foods North America, Inc.
Defendant Company: (on behalf of Nabisco and General Foods)

Executed By: Philip M. McAndrew Date: 6/11/02

Print or Type Name: Philip M. McAndrew

Title: Director Environmental Affairs

Designated Representative: Thomas M. Giller

Firm: Kraft Foods North America, Inc.

Address: Three Lakes Drive - NF362

Northfield, IL 60093

Telephone: (847) 646-8524

Fax: (847) 646-5101

Agent for Service: CT Corporation

Address: 208 South LaSalle Street

Chicago, IL 60604

Sunrise Landfill, Allegan County, Michigan
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Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: BUSH CONCRETE PRODUCTS, INC.
A DISSOLVED CORPORATION

Executed By: Harold B Bush Date: JUNE 12, 2002

Print or Type Name: HAROLD B. BUSH

Title: PRESIDENT

Designated Representative: JAMES KROGER

Firm: WARNER, NORCROSS + JUDD

Address: P.O. BOX 900

MUSKEGON, MI 49443

Telephone: 231-727-2600

Fax: _____

Agent for Service: _____

Address: _____

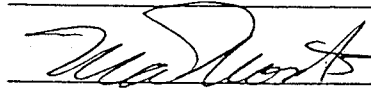
Sunrise Landfill, Allegan County, Michigan
Consent Decree
Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Hamilton Sundstrand Corporation

Executed By:



Date:

6/12/02

Print or Type Name: Michael A. Monts

Title:

Vice President & General Counsel

Designated Representative: Eric W. Alletzhauser

Firm:

United Technologies Corporation

Address:

One Financial Plaza

Hartford, CT 06103

Telephone:

(860) 728-7985

Fax:

(860) 728-6227

Agent for Service: Eric W. Alletzhauser

Address:

United Technologies Corporation

One Financial Plaza, Hartford, CT 06103

Sunrise Landfill, Allegan County, Michigan
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Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: ELECTROLUX
Executed By: DJA E Mix Date: 6-11-02
Print or Type Name: DOUGLASE MIX
Title: VP REGULATORY AFFAIRS

Designated Representative: JOHN LANG, P.E.
Firm: QUANTUM MANAGEMENT GROUP, INC.
Address: 3550 BURCH AV, FIRST FLOOR
CINCINNATI, OH 45208
Telephone: 513 871 7203
Fax: 513 871 7204

Agent for Service: CT CORPORATION c/o CORPORATION COMPANY
Address: 30600 TELEGRAPH
BINGHAM FARMS, MI
48025

Sunrise Landfill, Allegan County, Michigan
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Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Honeywell International Inc, f/k/a AlliedSignal Inc.
successor to the Bendix Corporation

Executed By:

[Signature]

Date: 6/12/02

Print or Type Name:

TIMOTHY J. METCALF

Title:

Project Manager

Designated Representative: Heleen Schiller

Firm:

Honeywell International Inc.

Address:

101 Columbia Road

Morristown, NJ 07962

Telephone:

973-455-3104

Fax:

973-455-5904

Agent for Service: CT Corporation

Address:

30600 Telegraph Road

Bingham Farms, MI 48025

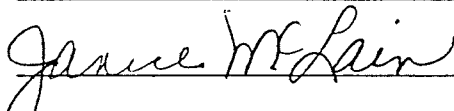
Sunrise Landfill, Allegan County, Michigan
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Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: BP Products North America Inc. f/k/a Amoco Oil Co.

Executed By:



Date: 6/12/02

Print or Type Name: Janice M. McLain

Title:

Senior Attorney for BP Products North America Inc.

Designated Representative: _____

Firm: _____

Address: _____

Telephone: _____

Fax: _____

Agent for Service: _____

Address: _____

Sunrise Landfill, Allegan County, Michigan
Consent Decree
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Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: ATLANTIC RICHFIELD (ANACONDA)
Executed By: Mark E. Brekhus Date: June 11, 2002
Print or Type Name: MARK E. BREKHUS
Title: MANAGER, ORC

Designated Representative: CYNTHIA KEZOS

Firm: ATLANTIC RICHFIELD

Address: 333 S. HOPE STREET, 1923A
LOS ANGELES, CA 90071

Telephone: 213-486-0370

Fax: 213-486-0300

Agent for Service: CT CORPORATION SYSTEM

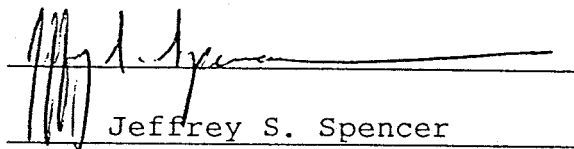
Address: 818 WEST SEVENTH STREET
LOS ANGELES, CA 90017

Sunrise Landfill, Allegan County, Michigan
Consent Decree
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Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: A. M. Todd Company

Executed By:  Date: May 31, 2002

Print or Type Name: Jeffrey S. Spencer

Title: President and CEO

Designated Representative: Mark M. Davis

Firm: Varnum, Riddering, Schmidt & Howlett LLP

Address: Bridgewater Place

P.O. Box 352

Grand Rapids, MI 49501-0352

Telephone: 616/336-6733

Fax: 616/336-7000

Agent for Service: Mark M. Davis

Address: Varnum, Riddering, et al.

P.O. Box 352

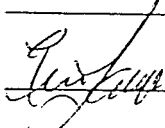
Grand Rapids, MI 49501-0352

Sunrise Landfill, Allegan County, Michigan
Consent Decree
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Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Bradford White Corporation

Executed By: 

Date: 30/05/02

Print or Type Name: Eric M. Lannes

Title: Vice-President & General Manager

Designated Representative: Mark M. Davis

Firm: Varnum, Riddering, Schmidt & Howlett LLP

Address: Bridgewater Place

P.O. Box 352

Grand Rapids, MI 49501-0352

Telephone: 616/336-6733

Fax: 616/336-7000

Agent for Service: Mark M. Davis

Address: Varnum, Riddering, et al.

P.O. Box 352

Grand Rapids, MI 49501-0352

Sunrise Landfill, Allegan County, Michigan
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Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: DONNELLY CORPORATION

Executed By: Susan Paulwe

Date: 5-30-02

Print or Type Name: SUSAN PAULWE

Title: MGR. of ENV. STRATEGIES

Designated Representative: Mark M. Davis

Firm: Varnum, Riddering, Schmidt & Howlett LLP

Address: Bridgewater Place

P.O. Box 352

Grand Rapids, MI 49501-0352

Telephone: 616/336-6733

Fax: 616/336-7000

Agent for Service: Mark M. Davis

Address: P.O. Box 352

Grand Rapids, MI 49501-0352

Sunrise Landfill, Allegan County, Michigan
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Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Kent County Health Department

Executed By: *Cathy Raevsky* Date: 5/31/02

Print or Type Name: Cathy Raevsky

Title: Administrative Health Officer

Designated Representative: Cathy Raevsky

Firm: Kent County Health Department

Address: 700 Fuller Avenue, N.E.

Grand Rapids, MI 49503

Telephone: 616/336-3023

Fax: 616/336-3033

Agent for Service: Cathy Raevsky

Address: same as above

Sunrise Landfill, Allegan County, Michigan
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Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: LEAR CORPORATION MENDON/LEAR PLASTICS CORP.

Executed By:

Gary N. Chowtran

Date:

5/29/2002

Print or Type Name:

GARY N. CHOWTRAN

Title:

ENVIRONMENTAL ENGINEER

Designated Representative: Mark M. Davis

Firm:

Varnum, Riddering, Schmidt & Howlett LLP

Address:

Bridgewater Place

P.O. Box 352

Grand Rapids, MI 49501-0352

Telephone:

616/336-6733

Fax:

616/336-7000

Agent for Service: Mark M. Davis

Address:

Varnum, Riddering, et al.

P.O. Box 352

Grand Rapids, MI 49501-0352

Sunrise Landfill, Allegan County, Michigan
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Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Meridian Inc

Executed By:

James E Christensen

Date: 5 June 02

Print or Type Name:

JAMES E CHRISTENSEN

Title:

SECRETARY

Designated Representative: Mark M. Davis

Firm: Varnum, Riddering, Schmidt & Howlett

Address: Bridgewater Place

P.O. Box 352

Grand Rapids, MI 49501-0352

Telephone: 616/336-6733

Fax: 616/336-7000

Agent for Service: Mark M. Davis

Address: Varnum, Riddering, et al.

P.O. Box 352

Grand Rapids, MI 49501-0352

Sunrise Landfill, Allegan County, Michigan
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Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Idra Prince, Inc (Formerly Known As Prince Machine Corp)

Executed By: Phat Tyl Date: 6/5/02

Print or Type Name: KENT TAYLOR

Title: VP of FINANCE / TREASURER / SECRETARY
Phone: (616) 394-8216

Designated Representative: Mark M. Davis

Firm: Varnum, Riddering, Schmidt & Howlett LLP

Address: Bridgewater Place

P.O. Box 352

Grand Rapids, MI 49501-0352

Telephone: 616/336-6733

Fax: 616/336-7000

Agent for Service: Mark M. Davis

Address: Varnum, Riddering, et al.

P.O. Box 352

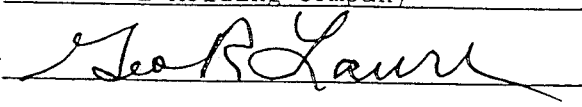
Grand Rapids, MI 49501-0352

Sunrise Landfill, Allegan County, Michigan
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Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: The W-L Molding Company

Executed By:  Date: 6-6-02

Print or Type Name: Geo. R. Laure

Title: Vice President/Treasurer

Designated Representative: Geo. R. Laure

Firm: The W-L Molding Company

Address: 8212 Shaver Road

Portage, MI 49024

Telephone: 616.327.3075

Fax: 616.323.8416

Agent for Service: Mark M. Davis

Address: Varnum, Riddering, Schmidt & Howlett

P.O. Box 352

Grand Rapids, MI 49501-0352

Sunrise Landfill, Allegan County, Michigan
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Signature Page

Jennifer M. Granholm. et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: MEAD CORPORATION

Executed By: John H. Beasley Date: June 4 '02

Print or Type Name: JOHN H. BEASLEY

Title: ENVIRONMENTAL COUNSEL

Designated Representative: Ronald E. Baylor

Firm: Miller Canfield Paddock and Stone PLC

Address: 444 West Michigan Avenue
Kalamazoo, MI 49007

Telephone: 616-381-7030

Fax: 616-382-0244

Agent for Service: Ronald E. Baylor

Address: 444 West Michigan Avenue
Kalamazoo, MI 49007

Sunrise Landfill, Allegan County, Michigan
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Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: HERCULES INCORPORATED ^{fw}

Executed By: Thomas Wm Fredericks Date: 6/11/02

Print or Type Name: THOMAS WM FREDERICKS

Title: GLOBAL Supply chain Director.

Designated Representative: RICHMOND WILLIAMS

Firm: HERCULES INCORPORATED

Address: 1313 NORTH MARKET STREET

WILMINGTON, DE 19894

Telephone: (302) 594-7020

Fax: (302) 594-6998

Agent for Service: CT CORPORATION SYSTEM

Address: 30600 TELEGRAPH ROAD

BINGHAM FARMS, MI 48025

(248) 646-9033

Sunrise Landfill, Allegan County, Michigan
Consent Decree
Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: American Seating Company

Executed By: Thomas J. Geyer Date: 6/6/02

Print or Type Name: Thomas J. Geyer

Title: Environmental Manager

Designated Representative: Todd Berman

Firm: Robinson's Cole

Address: 280 Trumbull St.

Hartford, CT 06103-3597

Telephone: 860 275 8382

Fax: 860 275 8299

Agent for Service: CT Corporation

Address: 30600 Telegraph Rd

Bingham Farms, MI

48025

Sunrise Landfill, Allegan County, Michigan
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Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: George Belfer Drum & Barrel Co.

Executed By: Paul N. Belfer Date: June 5, 2002

Print or Type Name: Paul Belfer

Title: President

Designated Representative: Barry A. Steinway, Esquire

Firm: Thav, Gross, Steinway & Bennett, P.C.

Address: 30150 Telegraph Road, Suite 444

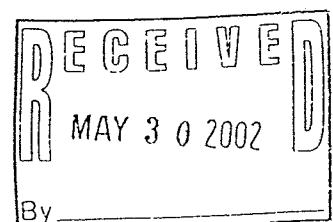
Bingham Farms, Michigan 48025

Telephone: (248) 645-8202

Fax: (248) 331-1002

Agent for Service: See Designated Representative Above

Address: _____



Sunrise Landfill, Allegan County, Michigan
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Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Millennium Petrochemical Inc.

Executed By: Michael R. Blamnick Date: 6-5-02

Print or Type Name: Michael R. Blamnick

Title: Associate General Counsel

Designated Representative: _____

Firm: _____

Address: _____

Telephone: _____

Fax: _____

Agent for Service: _____

Address: 230 Half Mile Road

Red Bank, NJ 07701

Sunrise Landfill, Allegan County, Michigan
Consent Decree
Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Yale Materials Handling (Lakeshore Materials)

Executed By: Theodore M. Schaf Date: 6/6/02

Print or Type Name: Theodore M. Schaf

Title: CFO

Designated Representative: Sunrise Landfill PRP Group

Firm: Warner Norcross & Judd LLP

Address: 900 Fifth Third Center
111 Lyon Street, N.W.
Grand Rapids, MI 49503

Telephone: (616) 752-2000

Fax: (616) 752-2500

Agent for Service: _____

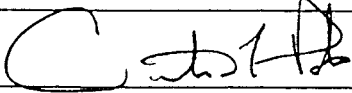
Address: _____

Sunrise Landfill, Allegan County, Michigan
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Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: CITY OF WYOMING

Executed By:  Date: 6.5.02

Print or Type Name: Curtis Holt

Title: City Manager

Designated Representative: Alan Bennett

Firm: Law, Weathers & Richardson, P.C.

Address: Bridgewater Place - Suite 800

333 Bridge St., N.W.

Grand Rapids, MI 49504

Telephone: (616) 459-1171

Fax: (616) 732-1740

Agent for Service: Alan Bennett

Address: Law, Weathers & Richardson, P.C.

Bridgewater Place - Suite 800

333 Bridge St., N.W.

Grand Rapids, MI 49504

Sunrise Landfill, Allegan County, Michigan
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Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: E.I. du Pont de Nemours and Company

Executed By: Edward J. Lutz, Jr. Date: 6/7/02

Print or Type Name: Edward J. Lutz, Jr.

Title: Project Director
DuPont Corporate Remediation

Designated Representative: Barbara U. Gravely

Firm: DuPont Legal

Address: 1007 Market Street

D-7083

Wilmington, DE 19898

Telephone: (302) 774-4201

Fax: (302) 774-4812

Agent for Service: The Corporation Company

Address: 30600 Telegraph Road

Bingham Farms, MI 48025

Sunrise Landfill, Allegan County, Michigan
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Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: ATCO RUBBER PRODUCTS, INC

Executed By: Steve Barnes Date: 6-6-02

Print or Type Name: STEVE BARNES

Title: MANAGER REAL ESTATE DEVELOPMENT

Designated Representative: _____

Firm: _____

Address: _____

Telephone: _____

Fax: _____

Agent for Service: _____

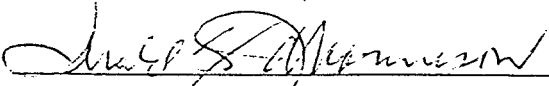
Address: _____

Sunrise Landfill, Allegan County, Michigan
Consent Decree
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Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Haworth, Inc.

Executed By:  Date: 6-6-02

Print or Type Name: GERALD R. Johansson

Title: President + CEO

Designated Representative: Eugene E. Smary

Firm: Warner, Norcross and Judd LLP

Address: 900 Fifth Third Center

111 Lyon St. NW

Grand Rapids MI 49503-2487

Telephone: 616-752-2000

Fax: 616-752-2500

Agent for Service: Warner, Norcross and Judd LLP

Address: 900 Fifth Third Center

111 Lyon St. NW

Grand Rapids MI
49503-2487

Sunrise Landfill, Allegan County, Michigan
Consent Decree
Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: LAWRENCE INDUSTRIES

Executed By: Ruth Murphy Date: 6-3-02

Print or Type Name: Ruth Murphy

Title: President

Designated Representative: Ronald E. Baylor

Firm: Miller Canfield Paddock and Stone PLC

Address: 444 West Michigan Avenue

Kalamazoo, MI 49007

Telephone: 616-381-7030

Fax: 616-382-0244

Agent for Service: Ronald E. Baylor

Address: 444 West Michigan Avenue

Kalamazoo, MI 49007

Sunrise Landfill, Allegan County, Michigan
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Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: PRAB, INC.

Executed By: *Gary A Herder* Date: 4 JUNE 2002

Print or Type Name: GARY HERDER

Title: PRESIDENT

Designated Representative: Ronald E. Baylor

Firm: Miller Canfield Paddock and Stone PLC

Address: 444 West Michigan Avenue

Kalamazoo, MI 49007

Telephone: 616-381-7030

Fax: 616-382-0244

Agent for Service: Ronald E. Baylor

Address: 444 West Michigan Avenue

Kalamazoo, MI 49007

Sunrise Landfill, Allegan County, Michigan
Consent Decree
Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: RONNINGEN-PETTER DIVISION OF DOVER CORP.

Executed By:

Joseph A. Krill

Date:

6/3/02

Print or Type Name:

Joseph A. Krill

Title:

V.P. - Finance - System Admin.

Designated Representative: Ronald E. Baylor

Firm:

Miller Canfield Paddock and Stone PLC

Address:

444 West Michigan Avenue

Kalamazoo, MI 49007

Telephone:

616-381-7030

Fax:

616-382-0244

Agent for Service: Ronald E. Baylor

Address:

444 West Michigan Avenue

Kalamazoo, MI 49007

Sunrise Landfill, Allegan County, Michigan
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Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: UNIFAB CORPORATION

Executed By: *Steven F. Schroen* Date: 6/4/02

Print or Type Name: Steven F. Schroen

Title: President

Designated Representative: Ronald E. Baylor

Firm: Miller Canfield Paddock and Stone PLC

Address: 444 West Michigan Avenue

Kalamazoo, MI 49007

Telephone: 616-381-7030

Fax: 616-382-0244

Agent for Service: Ronald E. Baylor

Address: 444 West Michigan Avenue

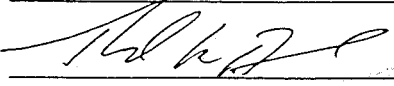
Kalamazoo, MI 49007

Sunrise Landfill, Allegan County, Michigan
Consent Decree
Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: CITY OF OTSEGO

Executed By:  Date: JUNE 4, 2002

Print or Type Name: THAD M. BEARD

Title: CITY MANAGER

Designated Representative: Alan Bennett

Firm: Law, Weathers & Richardson, P.C.

Address: Bridgewater Place - Suite 800

333 Bridge St., N.W.

Grand Rapids, MI 49504

Telephone: (616) 459-1171

Fax: (616) 73201740

Agent for Service: Alan Bennett

Address: Law, Weathers & Richardson, P.C.

Bridgewater Place - Suite 800

333 Bridge St., N.W.

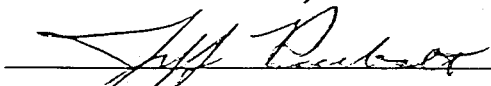
Grand Rapids, MI 49504

Sunrise Landfill, Allegan County, Michigan
Consent Decree
Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: PEERBOLT'S, INC.

Executed By:  Date: 6/6/02

Print or Type Name: JEFF PEEBOLT

Title: VP

Designated Representative: SAME

Firm: PEERBOLT'S, INC.

Address: 12764 GREENLY ST., SUITE 10
HOLLAND, MI 49424

Telephone: (616) 786-0300

Fax: (616) 786-3564

Agent for Service: DOSS LAW OFFICE PC

Address: 301 HOOVER BLVD
HOLLAND, MI 49423

Sunrise Landfill, Allegan County, Michigan
Consent Decree
Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: BASF Corporation on behalf of itself and Inmont Corporation

Executed By: Nan Bernardo Date: June 6, 2002

Print or Type Name: NAN BERNARDO

Title: ATTORNEY

Designated Representative: Nan Bernardo

Firm: BASF Corporation

Address: 3000 Continental Drive - North
Mt. Olive, N.J. 07828-1234

Telephone: (973) 426-6006

Fax: (973) 426-3258

Agent for Service: NAN BERNARDO

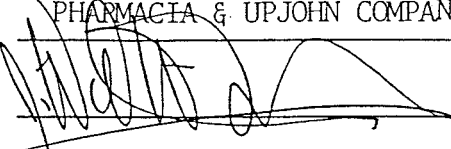
Address: BASF Corporation
3000 Continental Drive - North
Mt. Olive, NJ 07828-1234

Sunrise Landfill, Allegan County, Michigan
Consent Decree
Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: PHARMACIA & UPJOHN COMPANY

Executed By:  Date: June 5, 2001

Print or Type Name: J. William Whitlock

Title: Associate General Counsel, ESH
Vice President and Assistant Secretary

Designated Representative: J. William Whitlock

Firm: Pharmacia & Upjohn Company

Address: 7000 Portage Road

Kalamazoo, Michigan 49001

Telephone: (616) 833-7595

Fax: (616) 833-3661

Agent for Service: _____

Address: _____

Sunrise Landfill, Allegan County, Michigan
Consent Decree
Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.


IT IS SO AGREED BY DEFENDANT:

Defendant Company: NESTLE USA, INC.

Executed By:   Date: June 4, 2002

Print or Type Name: ROBERT H. SANDERS

Title: VICE PRESIDENT, DEPUTY GENERAL COUNSEL

Designated Representative: 
NOELIA MARTI-COLON

Firm: NESTLE USA, INC.

Address: 800 North Brand Boulevard

Glendale, CA 91203

Telephone: (818) 549-5633

Fax: (818) 549-5840

Agent for Service: C. T. CORPORATION SYSTEM

Address: 818 West Seventh Street

Los Angeles, CA 90017

Sunrise Landfill, Allegan County, Michigan
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Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: REID TOOL SUPPLY COMPANY

Executed By: *Paul A. Reid* Date: MAY 31, 2002

Print or Type Name: PAUL A. REID

Title: CHAIRMAN

Designated Representative: EUGENE E. SMARY

Firm: WARNER, NORCROSS & JUDD

Address: 900 FIFTH THIRD CENTER

111 LYON STREET

GRAND RAPIDS, MICHIGAN 49503

Telephone: 616 752-2129

Fax: 616 752-2500

Agent for Service: PAUL A. REID

Address: 2265 BLACK CREEK ROAD

MUSKEGON, MI 49444

Sunrise Landfill, Allegan County, Michigan
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Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Bronson Methodist Hospital

Executed By: James B. Falahee, Jr. Date: 5-29-02

Print or Type Name: James B. Falahee, Jr.

Title: Senior VP, Legal & Legislative Affairs

Designated Representative: _____

~~Firm:~~ _____

Address: 601 John Street

Kalamazoo, MI 49007

Telephone: (616) 341-8907

Fax: (616) 341-8314

Agent for Service: _____

~~Address:~~ _____

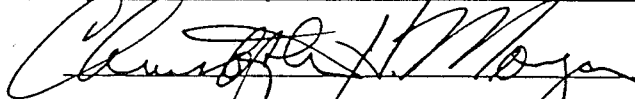
Sunrise Landfill, Allegan County, Michigan
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Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: PARKER-HANNIFIN

Executed By:



Date: 5/29/02

Print or Type Name: CHRISTOPHER H. MORGAN

Title:

ASSISTANT GENERAL COUNSEL

Designated Representative: CHRISTOPHER H. MORGAN

Firm:

PARKER-HANNIFIN CORP.

Address:

6035 PARKLAND BLVD.

CLEVELAND, OH 44124-4141

Telephone:

216-896-2943

Fax:

216-896-4027

Agent for Service:

CT CORPORATION SYSTEM

Address:

1300 EAST 9TH STREET, SUITE 1010

CLEVELAND, OH 44114

216-621-4270

Sunrise Landfill, Allegan County, Michigan
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Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Amstore Corporation

Executed By: Tammy Guiles Date: 5/28/02

Print or Type Name: Tammy Guiles

Title: CEO

Designated Representative: _____

Firm: _____

Address: _____

Telephone: _____

Fax: _____

Agent for Service: _____

Address: _____

Sunrise Landfill, Allegan County, Michigan
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Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: CARGO HEAVY DUTY

Executed By: [Signature]

Date: 5/28/02

Print or Type Name: DALE R. FRAAZA

Title: V.P. / TREASURER

Designated Representative: _____

Firm: _____

Address: _____

Telephone: _____

Fax: _____

Agent for Service: _____

Address: _____

Sunrise Landfill, Allegan County, Michigan
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Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: GENERAL FORMULATIONS

Executed By: J. G. Clay

Date: 5/27/02

Print or Type Name: JAMES G CLAY

Title:

PRESIDENT

Designated Representative: DENNIS FODRICK

Firm: GENERAL FORMULATIONS

Address: 309 S. UNION

SPARTA, MI

49345

Telephone: 616 887-7387

Fax: 616 887-0537

Agent for Service: _____

Address: _____

Sunrise Landfill, Allegan County, Michigan
Consent Decree
Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Howard Miller Co.

Executed By: Buzz Miller Date: 5/29/02

Print or Type Name: Buzz Miller

Title: President

Designated Representative: _____

Firm: Warner Norcross + Judd

Address: _____

Grand Rapids, MI

Telephone: _____

Fax: _____

Agent for Service: Howard Jack Miller

Address: 860 East Main Ave

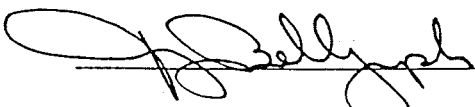
Zeeland MI 49464

Sunrise Landfill, Allegan County, Michigan
Consent Decree
Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Hastings Manufacturing Company

Executed By:  Date: May 29, 2002

Print or Type Name: Thomas J. Bellgraph

Title: Vice President - Corporate Administration

Designated Representative: Eugene E. Smary

Firm: Warner Norcross & Judd LLP

Address: 900 Fifth Third Center

111 Lyon Street, N.W.

Grand Rapids, MI 49503

Telephone: 616-752-2000

Fax: 616-752-2500

Agent for Service: Thomas J. Bellgraph

Address: Hastings Manufacturing Company

325 N. Hanover Street

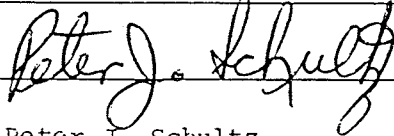
Hastings, MI 49058

Sunrise Landfill, Allegan County, Michigan
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Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Kirsch Div., Newell Window Furnishings, Inc.

Executed By:  Date: June 3, 2002

Print or Type Name: Dr. Peter J. Schultz

Title: Director - Environmental Affairs
Newell Rubbermaid Inc.

Designated Representative: Kevin B. Hynes

Firm: Schiff Hardin & Waite

Address: 6600 Sears Tower

Chicago, IL 60606

Telephone: (312) 258-5603

Fax: (312) 258-5700

khynes@schiffhardin.com

Agent for Service: Designated rep will accept service for matters
relating to this consent decree

Address: _____

Sunrise Landfill, Allegan County, Michigan
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Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

SMITHKLINE BEECHAM CORPORATION

Defendant Company: ON BEHALF OF ROBERTS CONSOLIDATED INDUSTRIES INCORPORATED

Executed By:



Date: 3 JUNE 2002

Print or Type Name:

PAUL R. NOLL

Title:

VICE PRESIDENT, ASSOCIATE GENERAL COUNSEL

Designated Representative: PAUL R. NOLL

Firm:

GLAXOSMITHKLINE

Address:

ONE FRANKLIN PLAZA

200 NORTH 16TH STREET

PHILADELPHIA PA 19102

Telephone:

215 751 7059

Fax:

215 751 3489

Agent for Service:

PAUL R. NOLL

Address:

SEE ABOVE

Sunrise Landfill, Allegan County, Michigan
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Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Du-Wel Products Inc.

Executed By: Charles E. Barbieri Date: 6/4/02

Print or Type Name: Charles E. Barbieri

Title: Attorney for company

Designated Representative: Charles E. Barbieri

Firm: Foster, Swift, Collins & Smith P.C.

Address: 313 S. Washington Square

Lansing, MI 48933

Telephone: (517) 371-8155

Fax: (517) 367-7155

Agent for Service: See above

Address: _____

Sunrise Landfill, Allegan County, Michigan
Consent Decree
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Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Eaton Corporation

Executed By: *Lisa D. Sutton* Date: 6/4/02

Print or Type Name: Lisa D. Sutton

Title: Corporate Attorney

Designated Representative: Lisa D. Sutton

Firm: N/A

Address: Eaton Corporation

Eaton Center

1111 Superior Avenue - Cleveland, OH 44114 - 2584

Telephone: (216) 523-4358

Fax: (216) 479-7122

Agent for Service: Eaton Corporation c/o CT Corporation

Address: 30600 Telegraph Road

Bingham Farms, MI 48025

Sunrise Landfill, Allegan County, Michigan
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Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: AMERSON STANDARD INC. on behalf of TYLER REFRIGERATION CORP.

Executed By:

Paul M. McGrath

Date: 06-10-02

Print or Type Name:

J Paul McGrath

Title:

SENIOR VICE PRESIDENT, GENERAL COUNSEL & SECRETARY

Designated Representative:

Jill A. Weller

Firm:

Thompson HINE LLP

Address:

312 WALNUT STREET

14TH FLOOR

CINCINNATI, OHIO 45202-4089

Telephone:

513 352-6700

Fax:

513 241-4771

Agent for Service:

CT CORPORATION SYSTEM

Address:

441 VINE STREET

CINCINNATI, OHIO 45202

Sunrise Landfill, Allegan County, Michigan
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Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Therm-O-Disc, Inc (Midwest Components)
Executed By: [Signature] Date: 6/5/02
Print or Type Name: KARL E. Reesler
Title: Sr. Vice President - Finance

Sheila McC. Harvey
Michele Ball Morhenn
Designated Representative: _____

Firm: Shaw Pittman LLP

Address: 2300 N Street NW

Washington, DC 20037

Telephone: (202) 663-8000

Fax: (202) 663-8007

Agent for Service: Michele Ball Morhenn

Address: Shaw Pittman LLP

2300 N Street NW


Washington, DC 20037

Sunrise Landfill, Allegan County, Michigan
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Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: AgrEvo USA (Fisons Inc.) now Aventis CropScience USA LP

Executed By:  Date: June 10, 2002

Print or Type Name: Randall A. Jones

Title: Vice President and General Counsel

Designated Representative: George S. Goodridge

Firm: Aventis CropScience USA LP (Bayer CropScience)

Address: 2 T.W. Alexander Drive

P.O. Box 12014

Research Triangle Park, NC 27709

Telephone: 919-549-2418

Fax: 919-549-2500

Agent for Service: Corporation Service Company

Address: 601 Abbott Road

East Lansing, MI 48823

Sunrise Landfill, Allegan County, Michigan
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Jennifer M. Granholm, et al.. v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: ILLINOIS TOOL WORKS INC.

Executed By: *Maria C Green* Date: June 11, 2002

Print or Type Name: Maria C. Green

Title: Assistant Secretary

Designated Representative: _____

Firm: _____

Address: _____

Telephone: _____

Fax: _____

Agent for Service: _____

Address: _____

Sunrise Landfill, Allegan County, Michigan
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Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

MICHIGAN STATE INDUSTRIES BUREAU OF CORRECTIONAL INDUSTRIES - MICHIGAN DEPT. OF
Defendant Company: CORRECTIONS

Executed By: William S. Overton Date: 06-10-02

Print or Type Name: William S. Overton

Title: Director

Designated Representative: Leo Friedman, Assistant in Charge

Firm: Dept. of Attorney General, Corrections Division

Address: One Michigan Ave. Bldg. - Third Floor

P.O. Box 30217

Lansing, MI 48909

Telephone: 517-335-7021

Fax: 517-335-7157

Agent for Service: Linda Wittmann, Manager

Address: Litigation and FOIA Section

Dept. of Corrections

206 E. Michigan Ave.

P.O. Box 30003

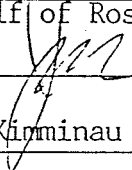
Lansing, MI 48909

Sunrise Landfill, Allegan County, Michigan
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Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Ameriwood Industries, Inc., formerly known as
Ameriwood Industries International, Inc., on
behalf of Rosspatch Corporation and Jessco, Inc.

Executed By:  Date: 6/11/02

Print or Type Name: Jim Kimminau

Title: Vice President of Finance

Designated Representative: Kent D. Riesen

Firm: Anspach, Serraino, Meeks & Nunn, L.L.P.

Address: 405 Madison Avenue, Suite 2100
Toledo, OH 43604-1236

Telephone: 419-246-5757

Fax: 419-321-6979

Agent for Service: Kent D. Riesen

Address: Anspach, Serraino, Meeks & Nunn, L.L.P.
405 Madison Avenue, Suite 2100
Toledo, OH 43604-1236

Sunrise Landfill, Allegan County, Michigan
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Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Essex Group, Inc.

Executed By: David A. Owen  Date: June 6, 2002

Print or Type Name: David A. Owen

Title: Vice President - Electrical Group

Designated Representative: Joseph A. Gregg

Firm: Eastman & Smith Ltd.

Address: P.O. Box 10032

Toledo, OH 43699-0033

Telephone: 419-247-1657

Fax: 419-247-1777

Agent for Service: Joseph A. Gregg

Address: Eastman & Smith Ltd.

P.O. Box 10032

Toledo, OH 43699-0033

Sunrise Landfill, Allegan County, Michigan
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Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Appleton Papers Inc. (f/k/a East Shore Chemical Co.)

Executed By: Tami L. Van Straten Date: 06/10/02

Print or Type Name: Tami L. Van Straten

Title: Sr. Legal Counsel & Asst. Secretary

Designated Representative: Tami L. Van Straten

Firm: Appleton Papers Inc.

Address: 1400 N. Rankin Street

Appleton, WI 54911

Telephone: 920/991-5122

Fax: 920/991-8852

Agent for Service: CT Corporation

Address: 208 South LaSalle Street, Suite 814

Chicago, IL 60604

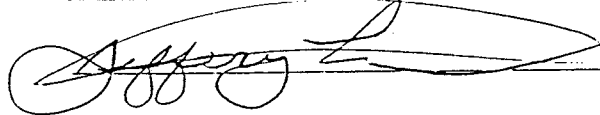
Sunrise Landfill, Allegan County, Michigan
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Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Menasha Packaging Company, LLC

Executed By:



Date: 6-10-02

Print or Type Name: Jeffery F. Volker

Title: Regional Vice President

Designated Representative: Rebecca L. Takacs

Firm: Dickinson Wright PLLC

Address: 500 Woodward Avenue

Suite 4000

Detroit, Michigan 48226

Telephone: (313) 223-3190

Fax: (313) 223-3479

Agent for Service: _____

Address: _____

Sunrise Landfill, Allegan County, Michigan
Consent Decree
Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: General Motors Corporation

Executed By: Michelle J. Fisher Date: June 11, 02

Print or Type Name: Michelle T. Fisher

Title: attorney

Designated Representative: David Tripp, Esq.

Firm: Dykema Gossett PLLC

Address: 400 Renaissance Center

Detroit, MI 48243-1668

Telephone: 313/568-6800

Fax: 313/568-6545

Agent for Service: Service of Process Office - General Motors Corporation

Address: MC: 482-038-210, P.O. Box 400,

Detroit, MI 48265-4000

Sunrise Landfill, Allegan County, Michigan
Consent Decree
Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: LEARN SIEGLER, INC.

Executed By: James F. Matthews Date: 6/11/02

Print or Type Name: JAMES F. MATTHEWS

Title: PRESIDENT

Designated Representative: JAMES F. MATTHEWS

Firm: LEARN SIEGLER DIVERSIFIED HOLDINGS CORP

Address: 469 MORRIS AVENUE

SUMMIT, NJ 07901

Telephone: (908) 277-4200

Fax: (908) 277-1811

Agent for Service: JAMES F. MATTHEWS

Address: c/o LEARN SIEGLER

469 MORRIS AVE

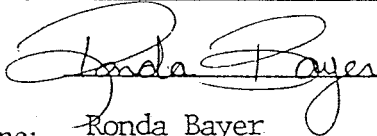
SUMMIT, NJ 07901

Sunrise Landfill, Allegan County, Michigan
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Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: The Valspar Corporation, on behalf of itself and Lilly Industries, Inc

Executed By:  Date: 6/12/02

Print or Type Name: Ronda Bayer

Title: Associate General Counsel

Designated Representative: Ronda Bayer

Firm: The Valspar Corporation

Address: 1101 So. Third Street

Minneapolis, MN 55415

Telephone: 612-375-7306

Fax: 612-375-7313

Agent for Service: Ronda Bayer

Address: same

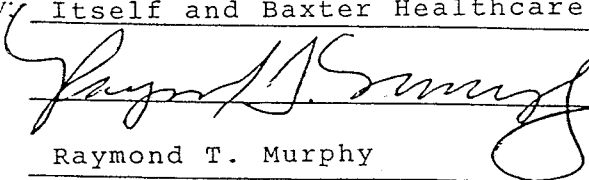
Sunrise Landfill, Allegan County, Michigan
Consent Decree
Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Allegiance Healthcare Corporation on Behalf of
Itself and Baxter Healthcare Corporation

Executed By:



Date: 6/13/02

Print or Type Name: Raymond T. Murphy

Title: Attorney

Designated Representative: Raymond T. Murphy

Firm: Law Offices of Raymond T. Murphy

Address: 1510 Old Deerfield Road, Suite 230
Highland Park, IL 60035-3072

Telephone: (847) 945-0148

Fax: (815) 377-7032

Agent for Service: Raymond T. Murphy

Address: 1510 Old Deerfield Road, Suite 230
Highland Park, IL 60035-3072

Sunrise Landfill, Allegan County, Michigan
Consent Decree
Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Humphrey Products Company

Executed By: M. Linda Rynd Date: June 11, 2002

Print or Type Name: M. Linda Rynd

Title: Human Resources Manager

Designated Representative: _____

Firm: _____

Address: _____

Telephone: _____

Fax: _____

Agent for Service: _____

Address: _____

Sunrise Landfill, Allegan County, Michigan
Consent Decree
Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Shakespeare Company

Executed By:

John J. Rangel

Date: 6/24/02

Print or Type Name:

John J. Rangel

Title:

Senior Vice president - finance

Designated Representative: Thomas M Woods

Firm: Jaffe Raitt Heuer & Weiss, P.C.

Address: 3033 Chewton Cross Rd.

Bloomfield Hills, Michigan 48301-2529

Telephone: 248-645-0633

Fax: 248-645-9076

Agent for Service: Thomas M. Woods

Address: 3033 Chewton Cross Road


Bloomfield Hills, Michigan 48301-2529

Sunrise Landfill, Allegan County, Michigan
Consent Decree
Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: TDY Industries Inc.

Executed By:  Date: 6/21/02

Print or Type Name: Jon D. Walton

Title: Sr. V.P., Chief Legal & Administrative Officer

Designated Representative: Lauren S. McAndrews

Firm: Allegheny Technologies

Address: 1000 Six PPG Place
Pittsburgh, PA 15222

Telephone: 412-394-2974

Fax: 412-394-3010

Agent for Service: Jon D. Walton

Address: Allegheny Technologies
1000 Six PPG Place
Pittsburgh, PA 15222

Sunrise Landfill, Allegan County, Michigan
Consent Decree
Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: CONOCO INC. ON BEHALF OF KAYO OIL COMPANY
Executed By: William E. Rodgers ⁵⁰ Date: 6/21/02
Print or Type Name: WILLIAM E. RODGERS
Title: PROGRAM MANAGER

Designated Representative: Stephen Chung

Firm: CONOCO INC.

Address: 650 N. Dairy Ashford

ML 2036

HOUSTON TX 77079

Telephone: 281-293-6231

Fax: 281-293-4255

Agent for Service: Same as designated representation

Address: _____

Sunrise Landfill, Allegan County, Michigan
Consent Decree
Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Kimberly-Clark Corporation / Kimberly-Clark Tissue Company, on behalf of S.D. Warren

Executed By: Susan L. Gaynor Date: 6-18-2002

Print or Type Name: SUSAN L. GAYNOR

Title: Sr. Paralegal

Designated Representative: Marcia K. Conner, Esq.

Firm: Kimberly Clark Corporation

Address: 1400 Holcomb Bridge Rd.
Roswell GA 30076

Telephone: 770 587-7254

Fax: 770 587-8680

Agent for Service: Susan L. Gaynor

Address: Kimberly-Clark Corporation
1400 Holcomb Bridge Rd
Roswell GA 30076

Sunrise Landfill, Allegan County, Michigan
Consent Decree
Signature Page

Jennifer M. Granholm, et al., v. AgrEvo USA Company, et al.

IT IS SO ORDERED, ADJUDGED AND DECREED THIS 28th day of June, 2002.

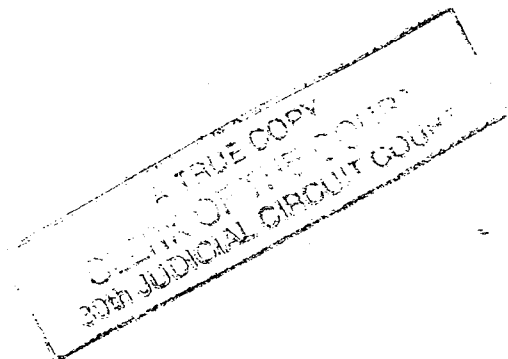
JUDGE PETER D. HOUK

Honorable

ATTEST: A TRUE COPY

SARAH RICKETTS

Deputy Court Clerk



ATTACHMENT A
Property Description

The legal description for the property is as follows:

Parcel 1: All that certain piece or parcel of land situated and being in the Township of Wayland, County of Allegan, and State of Michigan, described as follows: The East 1/2 of the Southeast 1/4 of Section 8, Town 3 North, Range 11 West, EXCEPT one acre described as: Commencing 368 feet North of the Southeast corner of said section, thence North 208.5 feet, thence West 208.5 feet, thence South 208.5 feet, thence East 208.5 feet to place of commencement, containing 79 acres, more or less.

ATTACHMENT B
MDEQ Approval of 100% Design

ATTACHMENT C
Schedule

[illegible]

- Construction milestones reflected in Paragraph 15.2 of Consent Decree

ATTACHMENT D
Formula to Determine the Present Worth

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
ENVIRONMENTAL RESPONSE DIVISION

FINANCIAL ASSURANCE MECHANISMS
For REMEDIAL ACTION PLANS

Date: 06/01/2001

Guidance Document

Financial Assurance Mechanisms: General Information

Appendix B: Present Worth Analysis

Subject: Formula to Determine the Present Worth of a Financial Assurance Mechanism

Purpose: To provide guidance and the information necessary to determine the amount of an initial contribution to fund operation and maintenance (O&M) activities, long-term monitoring and other costs necessary to assure the effectiveness and integrity of the remedial action for a remedial action plan (RAP) proposed pursuant to Sections 20120a(1)(b) to (j) and 20120a(2) of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). Preparation of a cost estimate for these activities is mandatory. Note: in order to utilize the present worth formulas detailed in this document, the financial assurance mechanism (FAM) must be an interest bearing mechanism; i.e., an escrow, certificate of deposit, or trust fund.

Formula:

$$D = (AP)(PWF)$$

where:

D = Required contribution to be deposited in an interest accruing FAM.

AP = Annual pay out. The annual pay out is the amount of money needed to fund O&M, long-term monitoring, and trustee fees on an annual basis. A contingency rate of 15%, which represents the percentage of increase attributable to unknown contingencies in relation to O&M estimates, is also applied to the annual pay out. The following mathematical calculation is utilized to determine the annual pay out:

$$AP = (OM + T)(1 + C)$$

where:

- OM** = Annual O&M estimate.
T = Annual trustee fee.
C = Contingency rate (15% or $C = 0.15$).
PWF = Present worth factor. The uniform series present worth factor is a mathematical calculation to determine the discounted amount of the FAM. The calculation follows:

$$PWF = \frac{(1+i)^N - 1}{i(1+i)^N}$$

where:

- i** = Interest rate. Contact the Compliance and Enforcement Section at 517-373-7818 for current rate information.
N = Number of years (normally 30 years for the long-term requirements of a RAP that will continue in perpetuity).

Note: the **PWF** can easily be found without the use of the above equation by locating the intersection of the following coordinates on the table in Attachment A:

- (a) the interest rate **i** and,
- (b) the number of years **N**

An example of the present worth calculation for a RAP where the FAM is used to pay a third party¹ to perform the long-term requirements of the RAP for a 30-year period is included in Attachment B.

DISCLOSURE IN WRITTEN SETTLEMENT AGREEMENTS:

In order to evaluate the contribution required to guarantee the effectiveness and integrity of the remedial action by funding O&M and long-term monitoring activities, an attachment, which states and/or calculates all of the following, should be submitted as part of the FAM submittal:

1. Interest rate utilized in calculation (as quoted from the MDEQ).
2. Number of years utilized in calculation (normally 30).
3. Annual O&M cost estimate (documentation must be provided).
4. Annual trustee fees (if applicable).
5. Annual pay out.
6. Present worth factor.
7. Required contribution calculated from the above data.

¹The premise here is that if a person proposing a plan or PPP fails or is unable for any reason to perform the long-term requirements provided for in a RAP, a third party, including the Michigan Department of Environmental Quality (MDEQ), could step in and assume the performance of these requirements using the funds that have been set aside for that purpose in the FAM.

REVISING THE FAM PRESENT WORTH CONTRIBUTION:

For purposes of revising the FAM as described in the Agreement to Implement a Limited Remedial Action, the annual pay out and rates utilized in the present worth calculation must be based on the higher of the following:

1. Historic trend analysis of the annual pay out and the rates used during the previous agreement period; or
2. The average of the pay out and rates of the same previous period.

ACCEPTABLE FINANCIAL MECHANISMS:

Environmental trusts, letters of credit, certificates of deposit/time deposit accounts, performance bonds, and financial test/corporate guarantees are financial mechanisms acceptable to the MDEQ for funding O&M and long-term monitoring activities for limited or site-specific RAPs as described in Sections 20120a(1)(f) to (j) and 20120a(2) of the NREPA. The financial mechanisms, in essence, are collateral on the work to be performed for the life of the land use based remedy. When O&M and long-term monitoring are no longer necessary, the collateral is cancelled or returned to the guarantor. Note: as stated earlier, in order to utilize the present worth formulas detailed in this document, the FAM must be an interest bearing mechanism; i.e., an escrow, certificate of deposit, or trust fund.

ATTACHMENT A **Present Worth Factor (PWF)**

Number of Years	Interest Rate									
	1%	2%	3%	4%	5%	6%	7%	8%	9%	10%
1	.9901	.9804	.9709	.9615	.9524	.9434	.9346	.9259	.9174	.9091
2	1.9704	1.9416	1.9135	1.8861	1.8594	1.8334	1.8080	1.7833	1.7591	1.7355
3	2.9410	2.8839	2.8286	2.7751	2.7232	2.6730	2.6243	2.5771	2.5313	2.4869
4	3.9020	3.8077	3.7171	3.6299	3.5460	3.4651	3.3872	3.3121	3.2397	3.1699
5	4.8534	4.7135	4.5797	4.4518	4.3295	4.2124	4.1002	3.9927	3.8897	3.7908
6	5.7955	5.6014	5.4172	5.2421	5.0757	4.9173	4.7665	4.6229	4.4859	4.3553
7	6.7282	6.4720	6.2303	6.0021	5.7864	5.5824	5.3893	5.2064	5.0330	4.8684
8	7.6517	7.3255	7.0197	6.7327	6.4632	6.2098	5.9713	5.7466	5.5348	5.3349
9	8.5660	8.1622	7.7861	7.4353	7.1078	6.8017	6.5152	6.2469	5.9952	5.7590
10	9.4713	8.9826	8.5302	8.1109	7.7217	7.3601	7.0236	6.7101	6.4177	6.1446
11	10.3676	9.7868	9.2526	8.7605	8.3064	7.8869	7.4987	7.1390	6.8052	6.4951
12	11.2551	10.5753	9.9540	9.3851	8.8633	8.3838	7.9427	7.5361	7.1607	6.8137
13	12.1337	11.3484	10.6350	9.9856	9.3936	8.8527	8.3577	7.9038	7.4869	7.1034
14	13.0037	12.1062	11.2961	10.5631	9.8986	9.2950	8.7455	8.2442	7.7862	7.3667
15	13.8651	12.8493	11.9379	11.1184	10.3797	9.7122	9.1079	8.5595	8.0607	7.6061
16	14.7179	13.5777	12.5611	11.6523	10.8378	10.1059	9.4466	8.8514	8.3126	7.8237
17	15.5623	14.2919	13.1661	12.1657	11.2741	10.4773	9.7632	9.1216	8.5436	8.0216
18	16.3983	14.9920	13.7535	12.6593	11.6896	10.8276	10.0591	9.3719	8.7556	8.2014
19	17.2260	15.6785	14.3238	13.1339	12.0853	11.1581	10.3356	9.6036	8.9501	8.3649
20	18.0456	16.3514	14.8775	13.5903	12.4622	11.4699	10.5940	9.8181	9.1285	8.5136
21	18.8570	17.0112	15.4150	14.0292	12.8212	11.7641	10.8355	10.0168	9.2922	8.6487
22	19.6604	17.6580	15.9369	14.4511	13.1630	12.0416	11.0612	10.2007	9.4424	8.7715
23	20.4558	18.2922	16.4436	14.8568	13.4886	12.3034	11.2722	10.3711	9.5802	8.8832
24	21.2434	18.9139	16.9355	15.2470	13.7986	12.5504	11.4693	10.5288	9.7066	8.9847
25	22.0232	19.5235	17.4131	15.6221	14.0939	12.7834	11.6536	10.6748	9.8226	9.0770
26	22.7952	20.1210	17.8768	15.9828	14.3752	13.0032	11.8258	10.810	9.9290	9.1609
27	23.5596	20.7069	18.3270	16.3296	14.6430	13.2105	11.9867	10.9352	10.0266	9.2372
28	24.3164	21.2813	18.7641	16.6631	14.8981	13.4062	12.1371	11.0511	10.1161	9.3066
29	25.0658	21.8444	19.1885	16.9837	15.1411	13.5907	12.2777	11.1584	10.1983	9.3696
30	25.8077	22.3965	19.6004	17.2920	15.3725	13.7648	12.4090	11.2578	10.2737	9.4269

ATTACHMENT B
Present Worth Example
(Thirty years of payments to a third party)

Interest rate	Number of periods	Annual O&M costs	Annual trustee fee	Annual pay out	Present worth factor
5.00%	30	\$2,500.00	\$500.00	\$3,450.00	15.37245103

Required contribution					
\$53,034.96					

Year	Principle at start of year	Interest rate	Principle + interest	Annual pay out	Year end principle
1	\$53,034.96	5.00%	\$55,686.70	\$3,450.00	\$52,236.70
2	\$52,236.7	5.00%	\$54,848.54	\$3,450.00	\$51,398.54
3	\$51,398.54	5.00%	\$53,968.47	\$3,450.00	\$50,518.47
4	\$50,518.47	5.00%	\$53,044.39	\$3,450.00	\$49,594.39
5	\$49,594.39	5.00%	\$52,074.11	\$3,450.00	\$48,624.11
6	\$48,624.11	5.00%	\$51,055.31	\$3,450.00	\$47,605.31
7	\$47,605.31	5.00%	\$49,985.58	\$3,450.00	\$46,535.58
8	\$46,535.58	5.00%	\$48,862.36	\$3,450.00	\$45,412.36
9	\$45,412.36	5.00%	\$47,682.98	\$3,450.00	\$44,232.98
10	\$44,232.98	5.00%	\$46,444.63	\$3,450.00	\$42,994.63
11	\$42,994.63	5.00%	\$45,144.36	\$3,450.00	\$41,694.36
12	\$41,694.36	5.00%	\$43,779.07	\$3,450.00	\$40,329.07
13	\$40,329.07	5.00%	\$42,345.53	\$3,450.00	\$38,895.53
14	\$38,895.53	5.00%	\$40,840.30	\$3,450.00	\$37,390.30
15	\$37,390.3	5.00%	\$39,259.82	\$3,450.00	\$35,809.82
16	\$35,809.82	5.00%	\$37,600.31	\$3,450.00	\$34,150.31
17	\$34,150.31	5.00%	\$35,857.83	\$3,450.00	\$32,407.83
18	\$32,407.83	5.00%	\$34,028.22	\$3,450.00	\$30,578.22
19	\$30,578.22	5.00%	\$32,107.13	\$3,450.00	\$28,657.13
20	\$28,657.13	5.00%	\$30,089.99	\$3,450.00	\$26,639.99

Year	Principle at start of year	Interest rate	Principle + interest	Annual pay out	Year end principle
21	\$26,639.99	5.00%	\$27,971.98	\$3,450.00	\$24,521.98
22	\$24,521.98	5.00%	\$25,748.08	\$3,450.00	\$22,298.08
23	\$22,298.08	5.00%	\$23,412.99	\$3,450.00	\$19,962.99
24	\$19,962.99	5.00%	\$20,961.14	\$3,450.00	\$17,511.14
25	\$17,511.14	5.00%	\$18,386.69	\$3,450.00	\$14,936.69
26	\$14,936.69	5.00%	\$15,683.53	\$3,450.00	\$12,233.53
27	\$12,233.53	5.00%	\$12,845.21	\$3,450.00	\$9,395.21
28	\$9,395.21	5.00%	\$9,864.97	\$3,450.00	\$6,414.97
29	\$6,414.97	5.00%	\$6,735.71	\$3,450.00	\$3,285.71
30	\$3,285.71	5.00%	\$3,450.00	\$3,450.00	(\$0.00)