

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

MILFORD DOWNTOWN
DEVELOPMENT AUTHORITY, a public
corporate body,

File No. 07-083146-CH

Hon. Steven N. Andrews

Plaintiff/Counter-Defendant,

v

J & S COMPANY, a Michigan corporation,

Defendant/Counter-Plaintiff,

and

J & S COMPANY, a Michigan corporation,

Third Party Plaintiff,

v

MICHIGAN DEPARTMENT OF
ENVIRONMENTAL QUALITY, an executive
department of the State of Michigan,
Third Party Defendant,

CONSENT JUDGMENT
BETWEEN MICHIGAN
DEPARTMENT OF
ENVIRONMENTAL
QUALITY AND
G/CSC, LTD.

and

MICHIGAN DEPARTMENT OF
ENVIRONMENTAL QUALITY, an executive
department of the State of Michigan,

Fourth Party Plaintiff/Counter Plaintiff,

v

G/CSC, LTD., a Michigan Corporation, and
BP PRODUCTS NORTH AMERICA, INC., a
Maryland Corporation and J & S COMPANY, a
Michigan Corporation,

Fourth Party Defendants and Counter Defendant.

The Fourth Party Plaintiff is the Michigan Department of Environmental Quality ("MDEQ").

The Fourth Party Defendant is G/CSC, Ltd. ("G/CSC")

The Consent Judgment concerns the settlement of the Fourth-Party Complaint filed by MDEQ against G/CSC for the State's claims for Past Response Activity Costs which were incurred in responding to releases or threats of releases of hazardous substances from the Property, that occurred prior to the effective date of this Consent Judgment, and to resolve G/CSC's liability for any Future Response Activity Costs related to known releases or threats of releases of hazardous substances from the Property that occurred prior to the effective date of this Consent Judgment.

The Parties agree not to contest (a) the authority or jurisdiction of the Court to enter this Consent Judgment or, (b) any terms or conditions of this Consent Judgment.

This Consent Judgment is neither an admission or denial of any factual allegations or legal conclusions stated or implied in this Consent Judgment, nor is it an admission or denial of liability with respect to the issues dealt with in the Consent Judgment.

The Parties agree, and the Court by entering this Consent Judgment finds, that the terms and conditions of the Consent Judgment are fair, reasonable, and consistent with the public interest and the doctrines of applicable law.

NOW, THEREFORE, before the taking of any testimony, and without this Consent Judgment constituting an admission of any of the allegations in the Fourth-Party Complaint, and upon the consent of the Parties and their attorneys, it is hereby ORDERED, ADJUDGED AND DECREED:

I. JURISDICTION

1.1 This Court has jurisdiction over the subject matter of this action pursuant to MCL 324.20137 and 324.21323. This Court also has personal jurisdiction over the Parties. The Parties waive all objections and defenses that they may have to the jurisdiction of this Court or to venue in this Circuit Court.

1.2 The Court shall retain jurisdiction over the Parties and subject matter of this action to enforce this Consent Judgment.

II. PARTIES BOUND

2.1 This Consent Judgment shall apply to and be binding upon the Parties and their successors and assigns. No change or changes in the ownership or corporate status of the Defendant shall in any way alter the Parties' responsibilities under this Consent Judgment.

2.2 The Defendant is liable for the payment specified in this Consent Judgment. The signatories to this Consent Judgment certify that they are authorized to execute this Consent Judgment and to legally bind the Parties they represent.

III. STATEMENT OF PURPOSE

3.1 In entering into this Consent Judgment, the mutual objective of the Parties is to resolve, without further litigation, the State's claims against G/CSC for the recovery of Past and Future Response Activity Costs that the State has incurred or will incur at the Facility.

IV. DEFINITIONS

4.1 "Consent Judgment" means this Consent Judgment and any attachment.

4.2 "Fourth Party Defendant" means G/CSC, Ltd.

4.3 "Facility" means the property located at 505 North Main Street, Milford, Michigan (Property), and any area, place, or property where a hazardous substance, which originated at and emanates from the Property and is present at concentrations that exceed the requirements of Section 20120a(1)(a) or (17) of the natural resources and environmental protection act (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, or disposed of, or otherwise has come to be located.

4.4 "Future Response Activity Costs" means the gap costs that the State incurred and paid between the date of the Final Summary Report, Attachment B, and the effective date of this Consent Judgment, and all costs the State incurs and pays after the effective date of this Consent Judgment, performing response activities at the Facility to address known releases or threats of releases of hazardous substances as defined in Part 201 of NREPA, MCL 324.21201, pollutants and contaminants that occurred prior to the effective date of this Consent Judgment.

4.5 "Past Response Activity Costs" means all costs that the State has incurred at the Facility for the releases or threats of release of hazardous substances as defined in Part 201 of NREPA, MCL 324.21201, pollutants and contaminants as of the effective date of this Consent Judgment and paid prior to and during the time periods set forth in the attached Final Summary Report, and all interest and penalties that may be applicable to those costs.

4.6 "Fourth Party Plaintiff" means the Michigan Department of Environmental Quality.

4.7 "Parties" means the MDEQ and G/CSC.

4.8 "State" means Michigan Department of Environmental Quality and the Attorney General of the State of Michigan.

4.9 All other terms used in this Consent Judgment, which are defined in Part 201 of NREPA, MCL 324.20101 *et seq.*, or the Part 201 Administrative Rules, 1990 AACRS, R 299.5101 *et seq.*, or Part 213 of the NREPA, MCL 324.21301 *et seq.*, shall have the same meaning in the Consent Judgment as in Part 201 and its rules.

V. PAYMENT OF COSTS

5.1 Within (30) days of the effective date of this Consent Judgment, G/CSC shall pay to the MDEQ the sum of \$40,000.00 to resolve all claims for Past Response Activity Costs and Future Response Activity Costs incurred by the MDEQ.

Payment is to be made by check payable to the "State of Michigan - Environmental Response Fund" and sent to:

Revenue Control Unit
Michigan Department of Environmental Quality
Constitution Hall, 5th Floor, South Tower
P.O. Box 30657
Lansing, Michigan 48909-8157

Via courier:
Chief, Remediation and Redevelopment Division
Michigan Department of Environmental Quality
Constitution Hall, 4th Floor, South Tower
525 West Allegan Street
Lansing, MI 48933-2125

To ensure proper credit, payments made pursuant to this Consent Judgment must be made by check referencing Coe's Cleaners Facility, G/CSC, Oakland County Circuit Court No. 07-083146-CH, and the Remediation and Redevelopment Division Account Number RRD2254.

5.2 If G/CSC fails to pay the amount indicated in Paragraph 5.1 within the time frame set forth therein, G/CSC shall pay MDEQ interest on those unreimbursed costs at the rate provided in Section 20126a(3) of the NREPA. If G/CSC's payment is more than thirty (30) days past due, G/CSC shall also pay the MDEQ stipulated penalties of \$500.00 per day for every day of noncompliance with Paragraph 5.1.

5.3 Costs recovered pursuant to this Consent Judgment shall be deposited in the Environmental Response Fund in accordance with the provisions of Section 20108(3) of the NREPA, MCL 324.20108(3).

VI. COVENANT NOT TO SUE AND RESERVATION OF RIGHTS BY MDEQ

6.1 In consideration of the payments to be made by G/CSC as provided in this Consent Judgment, except as specifically provided in this Section, the MDEQ covenants not to sue or to take administrative action against G/CSC for Past Response Activity Costs, Future Response Activity Costs, or injunctive relief related to known releases or threats of release from the Property or from liability under Part 201 or Part 213 of NREPA arising before the effective date of this Consent Judgment. This covenant not to sue shall take effect upon the MDEQ's receipt of the payments required by Paragraph 5.1 and any associated interest and penalties that may have accrued pursuant to Paragraph 5.2. This covenant not to sue shall not be construed as a covenant not to sue for any other liability that G/CSC may have to the State for the Facility. This covenant not to sue extends only to G/CSC and does not extend to any other person.

6.2 The covenant not to sue applies only to those matters specified in Paragraph 6.1. The MDEQ reserves the right to bring an action against G/CSC under state laws for any matters that are not set forth in Paragraph 6.1. The MDEQ reserves, and this Consent Judgment is

without prejudice to, all rights to take administrative action or to file a new action pursuant to any applicable authority against G/CSC with respect to all other matters.

6.3 The State has concluded that entry into this Consent Judgment is appropriate based in part on representations, information and documentation provided by G/CSC, related to its financial status. If the MDEQ subsequently determines that financial information or documents provided by G/CSC are substantially inaccurate concerning its financial status, the covenant not to sue in Paragraph 6.1 shall be void unless this Court rules that the MDEQ determination is arbitrary and capricious or otherwise not in accordance with the law.

6.4 MDEQ expressly reserves all of its rights and defenses pursuant to any available legal authority to enforce this Consent Judgment.

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

6.6 Nothing in this Consent Judgment shall limit the power and authority of the MDEQ or the State of Michigan to take, 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.

VII. COVENANT NOT TO SUE AND RESERVATION OF RIGHT BY G/CSC

7.1 G/CSC hereby covenants not to sue and agrees not to assert any claim or cause of action against the State of Michigan with respect to the Facility for matters arising from this Consent Judgment, including, but not limited to, any direct or indirect claim for reimbursement

from the Environmental Response Fund pursuant to Section 20119(5) of the NREPA, MCL 324.20119(5), or any other provision of law.

7.2 In any subsequent administrative or judicial proceeding initiated by the Attorney General for injunctive relief, recovery of response activity costs, or other appropriate relief relating to matters reserved by MDEQ in Paragraph 6.2, G/CSC agrees not to assert, and may not and shall not maintain any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by MDEQ in the subsequent proceeding were or should have been brought in this case; provided, however, that nothing in this paragraph affects the enforceability of the covenants not to sue set forth in Section VI (Covenant Not to Sue and Reservation of Rights by MDEQ) and Section VII (Covenant Not to Sue and Reservation of Rights by G/CSC).

VIII. CONTRIBUTION PROTECTION

Pursuant to Section 113(f)(2) of CERCLA, 42 USC § 9613(f)(2), and Section 20129(5) of NREPA, MCL 324.20129(5) and to the extent provided in Section VI (Covenant Not to Sue and Reservation of Rights), G/CSC shall not be liable for claims for contribution regarding matters addressed in this Consent Judgment. Entry of this Consent Judgment does not discharge the liability of any other person or persons liable under Section 107 of CERCLA, 42 USC § 9607, or Section 20126 of NREPA, MCL 324.20126. Pursuant to Section 20129(9) of the NREPA, MCL 324.20129(9), any action by G/CSC for contribution from any person not a party to this Consent Judgment shall be subordinate to the rights of the State if the State files an action pursuant to the NREPA or other applicable federal or state law.

IX. SEPARATE DOCUMENTS

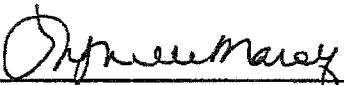
This Consent Judgment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

X. EFFECTIVE DATE

This Consent Judgment shall be effective upon the date that this Consent Judgment is entered with the Court. All dates for performance of activities under this Consent Judgment shall be calculated from the effective date of this Consent Judgment. For the purposes of this Consent Judgment, the term "day" shall mean a calendar day unless otherwise noted.

IT IS SO AGREED AND ORDERED BY:

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY



Lynelle Marolf, Acting Chief
Remediation and Redevelopment Division
Michigan Department of Environmental Quality
P.O. Box 30426
Lansing, MI 48909-7926
517-335-1104

Dated 10/21/09

Attorney for Fourth Party Plaintiff

Attorney for Fourth Party Defendant-G/CSC, Ltd.

Michael A. Cox
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By: Todd B. Adams
Todd B. Adams (P36819)
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Counter-Plaintiff MDEQ
Environment, Natural Resources,
and Agriculture Division
Lansing, MI 48909
(517) 373-7540

By: Sarah C. Lindsey
Sarah C. Lindsey (P68544)
Warner Norcross & Judd LLP
2000 Town Center, Ste. 2700
Southfield, MI 48075
(248) 784-5147

Dated: Oct. 20, 2009

Dated: Oct. 21, 2009

IT IS SO ORDERED, ADJUDGED AND DECREED THIS 25 day of December
2009.
[Signature]
Honorable

ATTEST: A TRUE COPY

Deputy Court Clerk

A TRUE COPY
RUTH JOHNSON
Oakland County Clerk, Register of Deeds
By: [Signature]
Deputy