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STATE OF MICHIGAN
CIRCUIT COURT FOR THE 14TH JUDICIAL CIRCUIT
MUSKEGON COUNTY

OCT 29 2010

NATURAL RESOURCES
DIVISION

MICHIGAN DEPARTMENT
OF NATURAL RESOURCES
AND ENVIRONMENT,

Plaintiff,

Case No. 10-47543-CE

HONORABLE TIMOTHY G. HICKS

v

GENESCO, INC.,

Defendant.

CONSENT DECREE

FILED
OCT 20 2010
CIRCUIT COURT RECORDS

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CONSENT DECREE

The Plaintiff is the Michigan Department of Natural Resources and Environment (DNRE).

The Defendant is Genesco, Inc.

This Consent Decree (Decree) requires the performance of response activities for the upland portion of the Whitehall Leather Company facility located at 900 Lake Street in Whitehall, Michigan (hereafter "Facility"). The Defendant agrees not to contest the authority or jurisdiction of the Court to enter this Decree or any terms or conditions set forth herein.

The entry of this Decree by the Defendant is for settlement purposes only and 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 or in the associated Complaint.

The Parties agree, and the Court by entering this Decree finds, 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 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 324.3115; MCL 324.20137 of the Natural Resources and Environmental Protection Act (NREPA), MCL 324.101 *et seq.* This Court also has personal jurisdiction over the Defendant with respect to enforcing the terms of the Decree. Defendant waives

all objections and defenses that it may have with respect to jurisdiction of the Court or to venue in this Circuit.

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 the Defendant and the State and their successors. Any change in the ownership, corporate, or legal status of the Defendant, including, but not limited to, any transfer of assets, or of real or personal property, shall not in any way alter the Defendant's responsibilities under this Decree.

2.2 Notwithstanding the terms of any contract that the Defendant may enter with respect to the performance of response activities pursuant to this Decree, the Defendant is responsible for compliance with the terms of this Decree and shall ensure that its contractors, subcontractors, laboratories, and consultants perform all response activities in conformance with the terms and conditions of this Decree.

2.3 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, it is the mutual intent of the Parties to: (a) require Defendant to conduct all response activities specified in this Decree that are necessary to comply with Part 201 at the Upland Portion of the Facility; (b) reimburse the State for Future Response Activity Costs as described in Section XIV (Reimbursement of Cost), and (c) minimize litigation.

IV. DEFINITIONS

4.1 "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 DNRE, shall be incorporated into and become an enforceable part of this Consent Decree.

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

4.3 "Defendant" means Genesco, Inc., incorporated in the State of Tennessee.

4.4 "DNRE" means the Michigan Department of Natural Resources and Environment, its successor entities, and those authorized persons or entities acting on its behalf.

4.5 "Effective Date" means the date that the Court enters this Decree.

4.6 "Facility" means any area of the Property identified in Attachment A where a hazardous substance, in 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, Leaking Underground Storage Tanks, of the NREPA, has been released, deposited, or disposed of, or otherwise comes to be located; and any other area, place, or property where a hazardous substance,

in concentrations that exceed these requirements or criteria, has come to be located as a result of the migration of the hazardous substance from the Property.

4.7 "Future Response Activity Costs" means all costs lawfully incurred by the State to develop, 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 response activities required by this Decree, observe and comment on field activities, review and comment on Submissions, collect and analyze samples, evaluate data, purchase equipment and supplies to perform monitoring activities, attend and participate in meetings, prepare and review cost reimbursement documentation, and perform response activities, including, but not limited to, those pursuant to Paragraph 6.9 (DNRE Performance of Response Activities) and Section IX (Emergency Response). Contractor costs are also considered Future Response Activity Costs. Future Response Activity Costs also include those costs incurred prior to the Effective Date that are associated with DNRE review and approval of the Work Plan and the costs associated with negotiating and preparing this settlement with the Defendant.

4.8 "O&M Costs" means monitoring, operation and maintenance, oversight, and other costs that are determined by the DNRE to be necessary to assure the effectiveness and integrity of the response activities as set forth in the Decree.

4.9 "Part 201" means Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.20101 *et seq.*, and the Part 201 Administrative Rules.

4.10 "Part 201 Rules" means the administrative rules promulgated under Part 201.

4.11 "Part 31" means Part 31 of NREPA, 1994 PA 451, as amended, MCL 324.3101 *et seq.*, and the administrative rules promulgated thereunder.

4.12 "Party" means either the Defendant or the State. "Parties" means the Defendant and the State.

4.13 "Past Response Activity Costs" means response activity costs that the State incurred and paid during the dates set forth in the attached Summary Report (Attachment D).

4.14 "Property" means the property located at 900 Lake Street in Whitehall, Michigan, Michigan and described in the legal description provided in Attachment A.

4.15 "RD" means the Remediation Division of the DNRE and its successor entities.

4.16 "State" or "State of Michigan" means the Michigan Department of Attorney General (MDAG) and the DNRE, and any authorized representatives acting on their behalf.

4.17 "Submissions" means all plans, reports, schedules, and other submissions that the Defendant is required to provide to the State or the DNRE pursuant to this Decree. "Submissions" does not include the notifications set forth in Section X (*Force Majeure*).

4.18 "Upland" or "Upland Portion of the Facility" means the Property described in Attachment A and any area, place, or property, including soils, sludge, sediments, groundwater, waste, debris, rip-rap, and other materials located landward of the White Lake shoreline, where a hazardous substance, which originated at and emanates from the Property is present in 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, Leaking Underground Storage Tanks, of the NREPA. For the purpose of this definition, the White Lake shoreline shall not be higher than 580.0 feet above mean sea level.

4.19 "Work Plan" means the "*Scope of Work of the Alternative Remedy at the former Whitehall Leather Company, 900 Lake Street, Whitehall, Michigan*", dated September 8, 2010 submitted by Horizon Environmental on behalf of Genesco, Inc.

4.20 Unless otherwise stated herein, all other terms used in this Decree, which are defined in Part 3, Definitions, of the NREPA, MCL 324.301; Part 201; or the Part 201 Rules, shall have the same meaning in this Decree as in Parts 3 and 201 and the Part 201 Rules. Unless otherwise specified in this Decree, "day" means a calendar day.

V. COMPLIANCE WITH STATE AND FEDERAL LAWS

5.1 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 state and federal laws, rules, and regulations, including, but not limited to, Part 201, the Part 201 Rules, and laws relating to occupational safety and health. Other agencies may also be called upon to review the performance of response activities under this Decree.

5.2 This Decree does not relieve the Defendant's obligations to obtain and maintain compliance with any applicable permits.

VI. PERFORMANCE OF RESPONSE ACTIVITIES

6.1 Performance Objectives

Defendant shall perform all necessary response activities at the Upland Portion of the Facility to comply with the requirements of Part 201, including the response activities necessary to achieve the performance objectives as outlined in this Decree.

(a) The performance objectives of the Decree are to:

(i) Meet and maintain compliance with the cleanup criteria as established under Sections 20120a(1)(f), 20120a(15) and 20120a(17) of the NREPA.

(ii) Comply with all applicable requirements of Sections 20118, 20120a, and 20120b of the NREPA, and the Part 201 Rules.

(iii) Assure the ongoing effectiveness and integrity of the response activities specified in the Decree.

(iv) Allow for the continued use of the Upland Portion of the Facility consistent with local zoning pursuant to Section 20120a(6) of the NREPA.

(v) Prevent unacceptable exposures to hazardous substances in the groundwater as a result of the use of the groundwater for drinking water.

(vi) Prevent the unacceptable exposure to hazardous substances in the groundwater as a result of volatilization of those hazardous substances into indoor air.

(vii) With the exception of ammonia, prevent the unacceptable exposure to hazardous substances in the groundwater as a result of those hazardous substances venting to surface water.

(viii) With respect to ammonia, effectively perform the removal of tannery related materials from the Upland Portion of the Facility and the excavation of impacted sediments from the south wetland area and Svensson Park as these response activities are described in the Work Plan.

(ix) Prevent the unacceptable exposure to hazardous substances in the soil as a result of direct contact with contaminated soil.

(x) Prevent the unacceptable exposure to hazardous substances in the soil as a result of volatilization of those hazardous substances into indoor air.

(xi) Prevent the unacceptable exposure to hazardous substances in the soil as a result of the direct transport of those hazardous substances to surface water as a result of erosion, runoff, or other similar means.

(xii) Prevent the unacceptable exposure to hazardous substances that may cause acute toxic effects or physical hazards.

(xiii) Prevent the impact of hazardous substances on terrestrial flora and fauna, on the food chain, and on the aesthetic characteristics of the affected environmental media, consistent with the requirements of Rule 299.5728.

(b) In accordance with this Decree, Defendant shall assure that all work plans for conducting response activities under this Decree are designed to achieve the performance objectives identified in Paragraph 6.1. Defendant shall develop each work plan and perform the response activities contained in each approved work plan in accordance with the requirements of Part 201 and this Decree. DNRE shall approve such work plans if it determines that the implementation of the work plan will comply with Part 201 and meet the performance objectives of the Decree. Upon DNRE approval, each component of each work plan and any approved modifications shall be deemed incorporated into this Decree and made an enforceable part of this Decree. If there is a conflict between the requirements of this Decree and any approved work plan, the requirements of this Decree shall prevail.

6.2 Work Plan

As of the Effective Date, the Work Plan for the Upland Portion of the Facility is approved by the DNRE. The Defendants shall perform the response activities in the Work Plan and submit reports in accordance with the approved schedules contained therein. All technical and administrative requirements submitted to the DNRE, which in combination constitute the Work Plan, shall become incorporated into this Decree, and become an enforceable part of this Decree. The administrative components of the Work Plan include, but may not be limited to, (a) land and resource use restrictions in the form of a restrictive covenant, and (b) a financial assurance mechanism.

(a) Land and Resource Use Restrictions

The Defendant shall file for recording, or cause to be filed for recording, the restrictive covenant included herewith as Attachment B, with the Muskegon County Register of Deeds within twenty-one (21) days after completion of the survey for the restricted area in the upland portion of the Facility as provided for in the Work Plan. The restrictive covenant shall comply with applicable requirements of Part 201. The form and content of the restrictive covenant must be approved by the DNRE. The Defendant shall provide documentation acceptable to the DNRE that demonstrates that the twenty-one (21)-day statutory time frame for recording the restrictive covenant was met (e.g., a date-stamped receipt from the Register of Deeds Office). Such

documentation shall be submitted to the DNRE within seven (7) days of the date the restrictive covenant was delivered to the Muskegon County Register of Deeds for recording. The Defendant shall also provide a true copy of the recorded restrictive covenant and the liber and page numbers to the DNRE within ten (10) days of Defendant's receipt of a copy from the Register of Deeds. Within thirty (30) days of the Effective Date, the Defendant shall provide notice of the restrictive covenant to the zoning authority of the local unit of government within which the Facility is located.

(b) Financial Assurance

(i) The Defendant shall provide and maintain financial assurance for the performance of the response activities required by the Decree including, but not limited to, monitoring, operation and maintenance, oversight, and other costs (collectively referred to as "O&M Costs") that are determined by the DNRE to be necessary to assure the effectiveness and integrity of the response activities.

(ii) The Defendant shall establish and maintain a financial assurance mechanism (FAM) that is acceptable to the DNRE if, at any time, the O&M costs are estimated to exceed \$2,500 per year in 2001 dollars adjusted to account for inflation at the time the estimate is conducted. Any adjustment in the \$2,500 annual threshold to account for inflation shall be determined in a manner that is acceptable to the DNRE. The cost of activities covered by the FAM shall be documented on the basis of an annual estimate of maximum costs for the activity as if they were to be conducted by a person under contract to the state, not employees of the Defendant. The FAM shall be in an amount sufficient to cover O&M Costs at the Upland Portion of the Facility for a thirty (30)-year period. The initial FAM approved by the DNRE is a letter of credit attached hereto as Attachment C.

(iii) Sixty (60) days prior to the five (5)-year anniversary of the Effective Date of the Decree, the Defendant shall provide to the DNRE a report containing the actual O&M Costs for the previous 5-year period and an estimate of the amount of funds necessary to assure O&M Costs for the following thirty (30)-year period, given the financial trends in existence at the time of preparation of the report (O&M Cost Report). The O&M Cost Report shall include all assumptions and calculations used in preparing the cost estimate and shall be signed by an authorized

representative of the Defendant who shall confirm the validity of the data. The Defendant may use a present worth analysis if an interest-accruing FAM is selected. The Defendant shall submit the O&M Cost Report every five (5) years, even if no FAM was required during the previous five (5)-year period. The Defendant shall revise the amount of funds secured by the FAM in accordance with that updated five (5)-year cost estimate unless otherwise directed by the DNRE. If, at any time, the DNRE determines that the FAM does not adequately secure sufficient funds, the Defendant shall capitalize or revise the existing FAM or establish a new FAM acceptable to the DNRE.

(iv) If the Defendant can demonstrate that the FAM provides funds in excess of those needed to cover O&M Costs for the Upland Portion of the Facility, the Defendant may submit a request to the DNRE to reduce the amount of funds secured by the FAM. The Defendant shall maintain the FAM until the Defendant can demonstrate to the DNRE that such FAM is no longer necessary to protect the public health, safety, or welfare, or the environment, and is no longer necessary to assure the effectiveness and integrity of the response activities. Any modification of a FAM will be considered to be a modification to the Work Plan, and any such modifications must be made in accordance with Section XXII (Modifications).

6.3 Quality Assurance

Sampling and analytical activities shall be developed and performed in accordance with the United States Environmental Protection Agency's (USEPA's OR EPA's) "EPA Requirements for Quality Assurance Project Plans," EPA QA/R-5, March 2001; "Guidance for Quality Assurance Project Plans," EPA QA/G-5, December 2002; and "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs," American National Standard ANSI/ASQC E4-1994. Defendant shall utilize recommended sampling methods, analytical methods, and analytical detection levels specified in RRD Operational Memorandum No. 2, Sampling and Analytical Guidance, dated July 5, 2007, including all applicable attachments. Defendant shall utilize the MDEQ 2002 Sampling Strategies and Statistics Training Materials for Part 201 Cleanup Criteria (S³TM) to determine the number of samples required to verify the cleanup and to determine sampling strategy.

Defendant shall comply with the above documents or documents that supersede or amend these documents, and may utilize other methods demonstrated by the Defendant to be appropriate as approved by the DNRE.

6.5 Venting Groundwater Discharge Authorization

(a) This Decree authorizes, pursuant to Section 20120a(15) of the NREPA, the discharge of those hazardous substances identified in the Work Plan for which mixing zone-based groundwater surface water (GSI) criteria have been developed by the DNRE. In addition, this Decree authorizes the discharge of mercury pursuant to the Part 4 Rules (Water Quality Standards), governing variances from the water quality standard for the discharge of mercury from the Facility. Except as provided in Paragraphs 6.5(b) through (d), the authorization is effective for a period of five (5) years beginning on the Effective Date. At no time does this Decree authorize the discharge of:

- (i) Hazardous substances in excess of the mixing zone-based GSI criteria established in the Work Plan;
- (ii) Hazardous substances that were not specified in the Work Plan and this Decree; or
- (iii) With the exception of ammonia, hazardous substances in excess of the applicable criteria developed pursuant to Part 201 for which mixing zone based GSI criteria are not provided in the Work Plan.

In the event DNRE approval of the Work Plan is nullified pursuant to Paragraph 6.7(b) of this Decree and the nullification is based upon the groundwater discharge authorization no longer being protective of public health, safety, or welfare, or the environment, the Defendant shall, within thirty (30) days of acquiring knowledge of such nullification, provide to the DNRE a request for a revised mixing zone determination and reauthorization of the venting groundwater discharge.

(b) At least one hundred eighty (180) days prior to the five (5)-year anniversary of the Effective Date, the Defendant shall submit to the DNRE for review and approval a GSI Report. The Defendant shall submit subsequent GSI Reports every five (5) years thereafter until authorization of a discharge to the waters of the state is no

longer required. The GSI Report shall provide all information and data concerning the discharge of contaminated groundwater venting from the Upland Portion of the Facility to the surface water that is necessary to assess the Defendant's ongoing compliance with Part 201.

(c) The GSI Report shall, at a minimum, include the following information:

(i) The identity of the Facility and the DNRE reference number of this Decree.

(ii) The name of the receiving surface water body and the location of the venting groundwater contaminant plume. This information should be provided in narrative form, which includes a quarter-quarter section description, and in map form.

(iii) The location, nature, and chemical characteristics of the past and ongoing source(s) of hazardous substances in the groundwater contaminant plume, including a description of whether the source has been removed or is still present. If the source is still present, identify the type, concentration, and mobility of these hazardous substances.

(iv) A summary of all GSI monitoring data and information collected over the previous five (5) years. The summary shall include: (1) the Chemical Abstract Service (CAS) Number for each hazardous substance; (2) the worst case maximum concentrations of the hazardous substances in the groundwater contaminant plume at the GSI; (3) the identification of all hazardous substances that are non-aqueous phase liquids (light and dense), if present; (4) documentation of any changes in the groundwater contaminant plume's volume or concentrations of hazardous substances; and (5) the concentrations of the hazardous substances in the source area if hazardous substances from the source have not yet reached the groundwater, but are expected to do so. This information shall be provided in narrative and tabular form, and in map form that includes both a plan view showing groundwater concentration contours of the hazardous substances and a cross-sectional view, including the GSI.

(v) An analysis of the groundwater contaminant plume's general chemistry parameters, including, but not limited to, the major cations and anions, ammonia, chemical and biological oxygen demand, chlorides, and phosphorus.

(vi) The discharge rate in cubic feet per second of the groundwater contaminant plume. The discharge rate of the groundwater contaminant plume shall be calculated using that portion of the groundwater contaminant plume which is or may become contaminated above the generic GSI criteria.

(vii) The location of any other groundwater contaminant plumes entering the same surface water body in the vicinity of the Facility and their constituents and concentrations, if available.

(viii) All the information required pursuant to Rule 323.1103 of the Part 4 Rules (Water Quality Standards) to request a renewal of the variance from the water quality standard for the discharge of mercury from the Facility.

(ix) Any other information required by the DNRE at the time of the GSI Report.

(x) A certification statement and signature of an appropriate person. The certification statement shall be: "I certify under penalty of law that I have personally examined and am familiar with the information submitted in this report and all attachments thereto and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information."

(d) The DNRE shall review the GSI Report and determine if the discharge complies with the mixing zone-based GSI criteria applicable at the time the GSI Report is submitted. In the event the DNRE determines that the discharge complies with the then-current applicable mixing zone-based GSI criteria, the authorization to discharge pursuant to Section 20120a(15) of the NREPA shall be reauthorized for a period of five (5) years subject to the conditions specified in Paragraph 6.5(a), and the DNRE shall so notify the Defendant. With the exception of ammonia, in the event the

DNRE determines that the discharge does not comply with the then current applicable mixing zone based GSI criteria, the DNRE approval of the Work Plan is nullified in accordance with Paragraph 6.7(b) of this Decree.

6.6 Modification of the Work Plan

(a) If the DNRE determines that a modification to the Work Plan is necessary to meet and maintain the applicable performance objectives specified in Paragraph 6.1, to comply with Part 201, or to meet any other requirement of this Decree, the DNRE may require that such modification be incorporated into the Work Plan under this Decree. If extensive modifications are necessary, the DNRE may require the Defendant to develop and submit a new response activity work plan for DNRE review and approval. The Defendant may request that the DNRE consider a modification to the Work Plan by submitting such request for modification along with the proposed change in the Work Plan and the justification for that change to the DNRE for review and approval. Any such request for modification by the Defendant must be forwarded to the DNRE at least thirty (30) days prior to the date that the performance of any affected response activity is due. Any Work Plan modifications or any new response activity work plans shall be developed in accordance with the applicable requirements of this section and shall be submitted to the DNRE for review and approval in accordance with the procedures set forth in Section XIII (Submissions and Approvals).

(b) Upon receipt of the DNRE's approval, the Defendant shall perform the response activities specified in the modified Work Plan or new response activity work plan in accordance with the DNRE-approved implementation schedules.

6.7 Voidance and Nullification of DNRE Approval of the Work Plan

(a) The response activities provided for in the Work Plan rely on the cleanup criteria established under Section 20120a(1)(f)-(j) or (2) of the NREPA. The DNRE has determined that the following provisions are applicable to the response activities provided for in the Work Plan:

(i) Required land or resource use restrictions; lapses of these restrictions specifically include, but are not limited to:

- (1) A court of competent jurisdiction determines that a land use or resource use restriction is unlawful; or
- (2) A land use or resource use restriction is not filed in accordance with this Decree or the Work Plan; or
- (3) A land use or resource use restriction is violated in a manner that results in the response activities not being protective of public health, safety, welfare, or the environment; or
- (4) A land use or resource use restriction is modified or revoked without DNRE approval.

- (ii) Monitoring
- (iii) Operation and Maintenance
- (iv) Financial Assurance

If there is a lapse, or if any of these provisions are not complied with, the DNRE's approval of the Work Plan is void from the time of the lapse or violation until the lapse or violation is corrected in accordance with Paragraph 6.7(c).

(b) The DNRE's approval of the Work Plan shall be nullified if any of the following occur until the lapse or violation is corrected in accordance with Paragraph 6.7(c):

- (i) If unknown conditions that existed at the Upland Portion of the Facility at the time the Work Plan was approved by the DNRE are discovered and such condition results in the response activities no longer being protective of the public health, safety, or welfare, or the environment.
- (ii) Failure of the response activities to comply with applicable cleanup criteria identified in the Work Plan or with the performance objectives identified in Paragraph 6.1.
- (iii) Failure by the Defendant to maintain compliance with the Decree.

(iv) The DNRE determines that the Work Plan is not effective or reliable because a response activity repeatedly fails, notwithstanding repeated cure within 90 days of discovery of the failure by either the Defendant or the DNRE.

(c) Within thirty (30) days of the Defendant becoming aware of a lapse or violation under Paragraph 6.7(a) or (b), the Defendant shall provide to the DNRE, for review and approval, a written notification of such lapse or violation. This notification shall include a description of the nature of the lapse or violation, an evaluation of the impact or potential impact of the lapse or violation on the effectiveness and integrity of the Work Plan, and one of the following:

(i) If the Defendant has corrected the lapse or violation, a written demonstration of how and when the Defendant corrected the lapse or violation.

(ii) If the Defendant has not yet corrected the lapse or violation, a work plan and implementation schedule for addressing the lapse or violation.

(iii) If the Defendant believes it will not be able to correct the lapse or violation without modifying the Work Plan, a modification to the Work Plan and implementation schedule outlining the response activities the Defendant will take to comply with Part 201 and the performance objectives of the Decree to assure that the Upland Portion of the Facility does not pose a threat to public health, safety, or welfare, or the environment.

The work plan and implementation schedule identified in 6.7(c)(ii) and (iii) shall provide for the development of any response activity work plans and associated implementation schedules that are necessary to assure protection of public health, safety, and welfare, and the environment, including work plans for interim response activities and/or remedial investigation to provide additional information to support the selection and approval of an alternate work plan, that meets the performance objectives specified in Paragraph 6.1 and complies with Part 201. The Defendant shall submit and the DNRE will review and approve plans and schedules submitted pursuant to this section in accordance with the procedures set forth in Section XIII (Submissions and Approvals) except as provided in Paragraph 6.7(e). Upon receipt of the DNRE's approval, the Defendant shall perform the response activities in accordance with the DNRE-approved work plans.

(d) If the Defendant does not comply with all of the requirements of Paragraph 6.7(c), stipulated penalties as specified in Paragraph 15.2 shall begin to accrue the day the lapse or violation under Paragraph 6.7(a) or (b) occurred and continue to accrue until the lapse or violation is corrected pursuant to Paragraph 6.7(c).

(e) The provisions in 6.7(a) and (b) are not subject to the dispute resolutions procedure set forth in Section XVI (Dispute Resolution).

6.8 Progress Reports

(a) The Defendant shall provide to the DNRE Project Coordinator written progress reports regarding response activities and other matters at the Upland Portion of 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 specified reporting period.

(ii) All results of sampling and tests and other data that relate to the response activities performed pursuant to this Decree received by the Defendant, its employees, or authorized representatives during the specified reporting period.

(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 the Defendant proposes to resolve those issues and the schedule for resolving the 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, and treatment or disposal of those waste materials, including copies of all waste manifests.

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

(vi) Any other relevant information regarding other activities or matters at the Upland Portion of 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 DNRE within thirty (30) days following the Effective Date of this Decree. Thereafter, progress reports shall be submitted monthly. Pursuant to Paragraph 22.1, the DNRE may approve modification of the schedule for the submission of progress reports.

6.9 DNRE Performance of Response Activities

If the Defendant ceases to perform the response activities required by this Decree, is not performing response activities in accordance with this Decree, or is performing response activities in a manner that causes or may cause an endangerment to human health or the environment, the DNRE may, at its option and upon providing thirty (30) days prior written notice to the Defendant, take over the performance of those response activities. The DNRE, however, is not required to provide thirty (30) days written notice prior to performing response activities that the DNRE determines are necessary pursuant to Section IX (Emergency Response). If the DNRE finds it necessary to take over the performance of response activities that the Defendant is obligated to perform under this Decree, the Defendant shall reimburse the State for its costs to perform these response activities, including any accrued interest. Interest, at the rate specified in Section 20126a(3) of the NREPA, shall begin to accrue on the State's costs 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 shall be considered to be "Future Response Activity Costs" and the Defendant shall provide reimbursement of these costs and any accrued interest to the State in accordance with Paragraphs 14.1, 14.3, and 14.4 of Section XIV (Reimbursement of Costs).

VII. ACCESS

7.1 Upon the Effective Date of this Decree, the Defendant shall allow the DNRE and its authorized employees, agents, representatives, contractors, and consultants to enter the Upland Portion of the Facility and any other associated properties at all reasonable times to the extent access to the Upland Portion of the Facility and any associated properties are owned, controlled by, or available to the Defendant. Upon presentation of proper credentials and upon making a reasonable effort to contact the person in charge of the Upland Portion of the Facility, DNRE staff and its authorized employees, agents, representatives, contractors, and consultants shall be allowed to enter the Upland Portion of the Facility and any associated properties 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 state or federal laws with respect to the Upland Portion of the Facility, including, but not limited to the following:

- (a) Monitoring response activities or any other activities taking place pursuant to this Decree at the Upland Portion of the Facility;
- (b) Verifying any data or information submitted to the DNRE;
- (c) Assessing the need for, or planning, or conducting, investigations relating to the Upland Portion of the Facility;
- (d) Obtaining samples;
- (e) Assessing the need for, or planning, or conducting, response activities at or near the Upland Portion of 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 the response activities;
- (g) Inspecting and copying non-privileged records, operating logs, contracts, or other documents;
- (h) Determining whether the Upland Portion of the Facility or any other property is being used in a manner that is or may need to be prohibited or restricted pursuant to this Decree; and

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

7.2 To the extent that the Upland Portion of the Facility, or any other property where the response activities are to be performed by the Defendant under this Decree, is owned or controlled by persons other than the Defendant, the Defendant shall use its best efforts to secure from such persons written access agreements or judicial orders providing access for the Parties and their authorized employees, agents, representatives, contractors, and consultants. The Defendant shall provide the DNRE with a copy of each written access agreement or judicial order secured pursuant to this section. For purposes of this paragraph, "best efforts" includes, but is not limited to, providing reasonable consideration acceptable to the owner or taking judicial action to secure such access. If judicial action is required to obtain access, the Defendant shall provide documentation to the DNRE that such judicial action has been filed in a court of appropriate jurisdiction no later than sixty (60) days after the Defendant's receipt of the DNRE's approval of the work plan for which such access is needed. If the Defendant has not been able to obtain access within sixty (60) days after filing judicial action, the Defendant shall promptly notify the DNRE of the status of its efforts to obtain access and shall describe how any delay in obtaining access may affect the performance of response activities for which the access is needed. Any delay in obtaining access shall not be an excuse for delaying the performance of response activities, unless the State determines that the delay was caused by a *Force Majeure* event pursuant to Section X (*Force Majeure*). To the extent the Defendant is subject to the requirements of Section 20114 of the NREPA, the Defendant's failure to secure access or petition the court within one (1) year of having reason to believe that access to another person's property is necessary to comply with Section 20114 of the NREPA subjects the Defendant to stipulated penalties pursuant to Paragraph 15.3 of Section XV (Stipulated Penalties).

7.3 Any lease, purchase, contract, or other agreement entered into by the Defendant that transfers to another person a right of control over the Upland Portion of the Facility or a portion of the Upland Portion of the Facility shall contain a provision

preserving for the DNRE or any other person undertaking the response activities, and their authorized representatives, the access provided under this section and Section XI (Record Retention/Access to Information).

7.4 Any person granted access to the Upland Portion of the Facility pursuant to this Decree shall comply with all applicable health and safety laws and regulations.

VIII. SAMPLING AND ANALYSIS

8.1 All sampling and analysis conducted pursuant to this Decree shall be in accordance with the quality assurance requirements, specified in Paragraph 6.3 and the Work Plan.

8.2 The Defendant, or its consultants or subcontractors, shall provide the DNRE a ten (10)-day notice prior to any sampling activity to be conducted pursuant to this Decree to allow the DNRE 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 a ten (10)-day notice is not possible, the Defendant, or its consultants or subcontractors, shall provide notice of the planned sampling activity as soon as possible to the DNRE Project Coordinator and explain why earlier notification was not possible. If the DNRE Project Coordinator concurs with the explanation provided, Defendant may forego the ten (10)-day notification period for that particular sampling event.

8.3 The Defendant shall provide the DNRE with the results of all environmental sampling, and other analytical data generated in the performance or monitoring of any requirement under this Decree, Part 201, Part 211, Underground Storage Tank Regulations, Part 213, or Part 31 of the NREPA, or other relevant authorities. These results shall be included in the progress reports set forth in Paragraph 6.8.

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

IX. EMERGENCY RESPONSE

9.1 If during the course of the Defendant performing response activities conducted 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 Upland Portion of the Facility, or causes exacerbation of existing contamination at the Upland Portion of 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, the Defendant shall immediately undertake all appropriate actions to prevent, abate, or minimize such release, threat of release, or exacerbation; and shall immediately notify the DNRE Project Coordinator. In the event of the DNRE Project Coordinator's unavailability, the Defendant shall notify the Pollution Emergency Alerting System (PEAS) at 1-800-292-4706. In such an event, any actions taken by the Defendant shall be in accordance with all applicable federal and state health and safety laws and regulations.

9.2 Within ten (10) days of notifying the DNRE of such an act or event, the Defendant 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, or exacerbation caused or threatened by the act or event and to prevent recurrence of such an act or event. Regardless of whether the Defendant notifies the DNRE under this section, if an act or event causes a release, threat of release, or exacerbation, the DNRE may: (a) require the Defendant 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, or exacerbation; (b) require the Defendant to undertake any actions that the DNRE determines are necessary to prevent or abate any such release, threat of release, or exacerbation; or (c) undertake any actions that the DNRE determines are necessary to

prevent or abate such release, threat of release, or exacerbation. This section is not subject to the dispute resolution procedures set forth in Section XVI (Dispute Resolution).

X. FORCE MAJEURE

10.1 The Defendant 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*." Any delay in the performance attributable to a *Force Majeure* shall not be deemed a violation of this Decree in accordance with this section.

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 the Defendant, of any person controlled by the Defendant, or of the Defendant's contractors, that delays or prevents the performance of any obligation under this Decree despite the Defendant's "best efforts to fulfill the obligation." The requirement that the Defendant exercises "best efforts to fulfill the obligation" includes the Defendant using best efforts to anticipate any potential *Force Majeure* event and to address the effects of any potential *Force Majeure* event during and after the occurrence of the event, such that the Defendant minimizes any delays in the performance of any obligation under this Decree to the greatest extent possible. *Force Majeure* includes an occurrence or nonoccurrence arising from causes beyond the control of and without the fault of the Defendant, such as an act of God, untimely review of permit applications or submission by the DNRE or other applicable authority, and acts or omissions of third parties that could not have been avoided or overcome by diligence of the Defendant and that delay the performance of an obligation under this Decree. *Force Majeure* 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 actions or omissions of the Defendant.

10.3 The Defendant shall notify the DNRE by telephone within seventy-two (72) hours of discovering any event that causes a delay or prevents performance with any

provision of this Decree. Verbal notice shall be followed by written notice within ten (10) calendar days and shall describe, in detail, the anticipated length of delay for each specific obligation that will be impacted by the delay, the cause or causes of delay, the measures taken by the Defendant to prevent or minimize the delay, and the timetable by which those measures shall be implemented. The Defendant shall use its best efforts to avoid or minimize any such delay.

10.4 Failure of the Defendant to comply with the notice requirements of Paragraph 10.3, above, shall render this Section X void and of no force and effect as to the particular incident involved. The DNRE may, at its sole discretion and in appropriate circumstances, waive the notice requirements of Paragraph 10.3.

10.5 If the parties agree that the delay or anticipated delay was beyond the control of the Defendant, this may be so stipulated and the parties to this Decree may agree upon an appropriate modification of this Decree. If the parties to this Decree are unable to reach such agreement, the dispute shall be resolved in accordance with Section XVI (Dispute Resolution) of this Decree. The burden of proving that any delay was beyond the control of the Defendant, and that all the requirements of this section have been met by the Defendant, is on the Defendant.

10.6 An extension of one compliance date based upon a particular incident does not necessarily mean that the Defendant qualifies for an extension of a subsequent compliance date without providing proof regarding each incremental step or other requirement for which an extension is sought.

XI. RECORD RETENTION/ACCESS TO INFORMATION

11.1 The Defendant shall preserve and retain, for a period of ten (10) years after completion of operation and maintenance and long-term monitoring at the Upland portion of the Facility, all records, sampling and test results, charts, and other documents relating to the release or threatened release of hazardous substances, and the storage,

generation, disposal, treatment, and handling of hazardous substances at the Upland Portion of the Facility; and any other records that are maintained or generated pursuant to any requirement of this Decree, including records that are maintained or generated by representatives, consultants, or contractors of the Defendant. However, the Defendant shall retain any records pertaining to any land use or resource use restrictions in perpetuity until the DNRE determines that land use and resource use restrictions are no longer needed. After the ten (10)-year period of document retention following completion of operation and maintenance and long-term monitoring at the Upland portion of the Facility, the Defendant may seek the DNRE's written permission to destroy any documents that are not required to be held in perpetuity. In the alternative, the Defendant may make a written commitment, with the DNRE's approval, to continue to preserve and retain the documents for a specified period of time, or the Defendant may offer to relinquish custody of all documents to the DNRE. In any event, the Defendant shall obtain the DNRE's written permission prior to the destruction of any documents covered by this Paragraph. The Defendant's 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 DNRE.

11.2 Upon request, the Defendant shall provide to the DNRE copies of all documents and information within its possession, or within the possession or control of its employees, contractors, agents, or representatives, relating to the performance of response activities or 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 request, the Defendant shall also make available to the DNRE, upon reasonable notice, the Defendant's employees, contractors, agents, or representatives with knowledge of relevant facts concerning the performance of response activities.

11.3 If the Defendant submits documents or information to the DNRE that the Defendant believes are entitled to protection as provided for in Section 20117(10) of the NREPA, the Defendant may designate in that submission the documents or information which it believes are entitled to such protection. If no such designation accompanies the information when it is submitted to the DNRE, the DNRE may provide the information to the public without further notice to the Defendant. Information described in Section 20117(11)(a)-(h) of the NREPA shall not be claimed as confidential or privileged by the Defendant. Information or data generated under this Decree shall not be subject to Part 148, Environmental Audit Privilege and Immunity, 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, 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 designated Project Coordinator at the address listed below. Notices and submissions may be initially provided by electronic means but a hard copy must be concurrently sent. 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 the DNRE:

(1) For all matters pertaining to this Decree, except those specified in Paragraphs 12.1A(2), (3), and (4) below:

Heather Hopkins, Project Coordinator
Grand Rapids District Office
Remediation Division
Michigan Department of Natural Resources and Environment
350 Ottawa Ave NW, Unit 10
Grand Rapids, MI 49503-2341
Phone: 616-356-0242
Fax: 616-356-0202
E-mail address: hopkinsh@michigan.gov

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

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

Chief, Remediation Division
Michigan Department of Natural Resources and Environment
P.O. Box 30426
Lansing, MI 48909-7926
Phone: 517-335-1104
Fax: 517-373-2637

Via courier:

Chief, Remediation Division
Michigan Department of Natural Resources and Environment
Constitution Hall, 4th Floor, South Tower
525 West Allegan Street
Lansing, MI 48933-2125

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

(3) For providing a true copy of any restrictive covenants recorded pursuant to Section VI (Performance of Response Activities); for questions concerning Record Retention pursuant to Section XI (Record Retention/Access to Information); and for questions concerning financial matters pursuant to Section VI (Performance of Response Activities), including the financial assurance mechanism associated with the DNRE-approved Work Plan:

Chief, Compliance and Enforcement Section
Remediation Division
Michigan Department of Natural Resources and Environment
P.O. Box 30426
Lansing, MI 48909-7926
Phone: 517-373-7818
Fax: 517-373-2637

Via courier:

Chief, Compliance and Enforcement Section
Remediation Division
Michigan Department of Natural resources and Environment
Constitution Hall, 4th Floor, South Tower
525 West Allegan Street
Lansing, MI 48933-2125

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

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

Revenue Control Unit
Financial and Business Services Division
Michigan Department of Natural Resources and Environment
P.O. Box 30657
Lansing, MI 48909-8157

Via courier:

Revenue Control Unit
Financial and Business Services Division
Michigan Department of Natural Resources and Environment
Constitution Hall, 5th Floor, South Tower
525 West Allegan Street
Lansing, MI 48933-2125

To ensure proper credit, all payments made pursuant to this Decree must reference the Whitehall Leather Facility, Court Case No. 16-47543-CE.

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

B. As to the MDAG:

Assistant in Charge
Environment, Natural Resources, and Agriculture Division
Michigan Department of Attorney General
G. Mennen Williams Building, 6th Floor
525 West Ottawa Street
Lansing, MI 48933
Phone: 517-373-7540
Fax: 517-373-1610

C. As to the Defendant:

Roger Sisson, Senior Vice President and General Counsel
Genesco, Inc.
Suite 140, Genesco Park
P.O. Box 731
Nashville, TN 37202-0731
Phone: 615-367-8444
Fax: 615-367-7073
With copy to:

Dennis J. Donohue
Warner, Norcross & Judd, LLP
900 Fifth Third Center
111 Lyon Street, NW
Grand Rapids, MI 49503
Phone: 616-752-2192
Fax: 616-222-2191

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

12.3 The DNRE 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 shall be delivered to the DNRE in accordance with the schedule set forth in this Decree. All Submissions delivered to the DNRE pursuant to this Decree shall include a reference to the Whitehall Leather Facility and Court Case No. 10-47543-CE. All Submissions delivered to the DNRE for approval shall also 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 approval from the Michigan Department of Natural Resources and Environment (DNRE). This document was prepared pursuant to a court Consent Decree. The opinions, findings, and conclusions expressed are those of the authors and not those of the DNRE."*

13.2 With the exception of the submission of a modification to the Work Plan, after receipt of any Submission relating to response activities that is required to be submitted for approval pursuant to this Decree, the DNRE District Supervisor will in writing: (a) approve the Submission; (b) approve the Submission with modifications; or (c) disapprove the Submission and notify the Defendant of the deficiencies in the Submission. Upon receipt of a notice of approval or approval with modifications from the DNRE, the Defendant 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 "Approved."

13.3 Upon receipt of a notice of disapproval from the DNRE pursuant to Paragraph 13.2(c), the Defendant shall correct the deficiencies and provide the revised Submission to the DNRE for review and approval within thirty (30) days, unless the notice of disapproval specifies a longer time period for resubmission. Unless otherwise stated in the DNRE's notice of disapproval, the Defendant 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 specified for the Defendant to provide the revised Submission, but shall not be assessed unless the resubmission is also disapproved and the DNRE demands payment of stipulated penalties pursuant to Section XV (Stipulated Penalties). The DNRE will review the revised Submission in accordance with the procedure set forth in Paragraph 13.2. If the DNRE disapproves a revised Submission, the DNRE will so advise the Defendant and, as set forth above, stipulated penalties shall accrue from the date of the DNRE's disapproval of the original Submission and continue to accrue until the Defendant delivers an approvable Submission.

13.4 Within six (6) months of receipt of a modification to the Work Plan, the RD Chief will make a decision regarding the modified Work Plan and will in writing: (a) approve the modified Work Plan; (b) reject the modified Work Plan as insufficient if the modified Work Plan lacks any information necessary or required by the DNRE to make a decision regarding approval of the modified Work Plan; or (c) deny approval of the modified Work Plan. The time period for a decision regarding the modified Work Plan may be extended by the mutual consent of the Parties. Upon receipt of a notice of approval from the DNRE, the Defendant shall proceed to take the actions and perform the response activities required by the modified Work Plan and shall submit a new cover page marked "Approved."

13.5 Within sixty (60) days of receipt of a rejection or denial of approval of a modified Work Plan from the DNRE pursuant to 13.4(b) or (c), the Defendant shall submit a revision to the modified Work Plan to the DNRE for review and approval. The time period for resubmission may be extended by the DNRE. If the DNRE does not approve the revision to the modified Work Plan upon resubmission, the DNRE will so advise the Defendant. Any stipulated penalties applicable to the delivery of the modified Work Plan shall accrue during the 60-day period or other time period specified for the Defendant to submit revisions to the modified Work Plan, but shall not be assessed unless the revision to the modified Work Plan are also rejected or approval is denied and the DNRE demands payment of stipulated penalties pursuant to Section XV (Stipulated

Penalties). The DNRE will review the revisions to the modified Work Plan in accordance with the procedure stated in Paragraph 13.4. If the DNRE rejects or denies a revision to the modified Work Plan, the DNRE will so advise the Defendant and, as set forth above, stipulated penalties shall accrue from the date of the DNRE's disapproval of the original modified Work Plan Submission and continue to accrue until the Defendant delivers an approvable modified Work Plan.

13.6 If any initial Submission, including a modified Work Plan, contains significant deficiencies such that the Submission is not in the judgment of the DNRE a good faith effort by the Defendant to deliver an acceptable Submission that complies with Part 201 and this Decree, the DNRE will notify the Defendant of such and will deem the Defendant to be in violation of this Decree. Stipulated penalties, as set forth in Section XV (Stipulated Penalties), shall begin to accrue on the day after the Submission was due and continue to accrue until an approvable Submission is provided to the DNRE.

13.7 Upon approval by the DNRE, any Submission and attachments to Submissions required by this Decree shall be considered 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.

13.8 An approval or approval with modifications of a Submission shall not be construed to mean that the DNRE concurs with any of the conclusions, methods, or statements in any Submission or warrants that the Submission comports with law.

13.9 Informal advice, guidance, suggestions, or comments by the DNRE regarding any Submission provided by the Defendant shall not be construed as relieving the Defendant of its obligation to obtain any formal approval required under this Decree.

XIV. REIMBURSEMENT OF COSTS

14.1 The Defendant shall reimburse the State for all Future Response Activity Costs lawfully incurred by the State. Following the Effective Date of this Decree, the DNRE will periodically provide Defendant with a summary report (Summary Report) that identifies all Future Response Activity Costs incurred through the dates specified in the Summary Report. Any such demand will set forth, with reasonable specificity, the nature of the costs incurred. Except as provided by Section XVI (Dispute Resolution), Defendant shall reimburse the DNRE for such costs within thirty (30) days of Defendant's receipt of a written demand from the DNRE.

14.2 The Defendant shall have the right to request a full and complete accounting of all DNRE demands made hereunder, including time sheets, travel vouchers, contracts, invoices, and payment vouchers as may be available to the DNRE. The DNRE's provision of these documents to the Defendant may result in the DNRE 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 Whitehall Leather Facility and the Court Case No. 10 - 47543 - CE shall be designated on each check. A copy of the transmittal letter and the check shall be provided simultaneously to the DNRE Project Coordinator at the address listed in Paragraph 12.1A.(1), the Chief of the Compliance and Enforcement Section, RD, at the address listed in Paragraph 12.1A.(3), and the Assistant in Charge at the address listed in Paragraph 12.1B. Costs recovered pursuant to this section and payment of stipulated penalties pursuant to Section XV (Stipulated Penalties) shall be deposited into the Environmental Response Fund in accordance with the provisions of Section 20108(3) of the NREPA.

14.4 If the Defendant fails to make full payment to the DNRE for Future Response Activity Costs as specified in Paragraph 14.1, interest, at the rate specified in Section 20126a(3) of the NREPA, shall begin to accrue on the unpaid balance on the day after payment was due until the date upon which the Defendant makes full payment of those costs and the accrued interest to the DNRE. In any challenge by the Defendant to a DNRE demand for reimbursement of costs, the Defendant shall have the burden of establishing that the DNRE did not lawfully incur those costs in accordance with Section 20126a(1)(a) of the NREPA.

XV. STIPULATED PENALTIES

15.1 The Defendant shall be liable for stipulated penalties in the amounts set forth in Paragraphs 15.2 and 15.3 for failure to comply with the requirements of this Decree, unless excused under Section X (*Force Majeure*). "Failure to Comply" by the Defendant shall include failure to complete Submissions and notifications as required by this Decree and, failure to perform response activities in accordance with DNRE-approved plans, this Decree, and all applicable requirements of law and this Decree within the specified implementation schedules established by or approved under this Decree.

15.2 The following stipulated penalties shall accrue per violation per day for any violation of Section VI (Performance of Response Activities):

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$500	1 st through 14 th day
\$1000	15 th through 30 th day
\$1500	31 st day and beyond

15.3 Except as provided in Paragraph 15.2 and Section X (*Force Majeure*) and Section XVI (Dispute Resolution), if the Defendant fails or refuses to comply with any

other term or condition of this Decree, the Defendant shall pay the DNRE stipulated penalties of Five Hundred Dollars (\$500) a day for each and every failure or refusal to comply.

15.4 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 herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Decree.

15.5 Except as provided in Section XVI (Dispute Resolution), the Defendant shall pay stipulated penalties owed to the State no later than thirty (30) days after the Defendant's receipt of a written demand from the State. Payment shall be made in the manner set forth in Paragraph 14.3 of Section XIV (Reimbursement of Costs). Interest, at the rate provided for in Section 20126a(3) of the NREPA, shall begin to accrue on the unpaid balance at the end of the thirty (30)-day period on the day after payment was due until the date upon which the Defendant makes full payment of those stipulated penalties and the accrued interest to the DNRE. Failure to pay the stipulated penalties within thirty (30) days after receipt of a written demand constitutes a further violation of the terms and conditions of this Decree.

15.6 The payment of stipulated penalties shall not alter in any way the Defendant's obligation to perform the response activities required by this Decree.

15.7 If the Defendant fails to pay stipulated penalties when due, the State may institute proceedings to collect the penalties, as well as any accrued interest. However, the assessment of stipulated penalties is not the State's exclusive remedy if the Defendant violates this Decree. For any failure or refusal of the Defendant 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 civil fines, injunctive relief, the specific performance of response activities,

reimbursement of costs, exemplary damages pursuant to Section 20119(4) of the NREPA in the amount of three (3) times the costs incurred by the State as a result of the Defendant's violation of or failure to comply with this Decree, and sanctions for contempt of court.

15.8 Notwithstanding any other provision of this section, the State may waive, in its unreviewable discretion, any portion of stipulated penalties and interest that has 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 shall be the exclusive mechanism to resolve all disputes arising under or with respect to this Decree, except for Paragraphs 6.7(a) and (b) (Voidance and Nullification of the DNRE Approval of the Work Plan) of Section VI (Performance of Response Activities) and Section IX (Emergency Response), which are not disputable. However, the procedures set forth in this section shall not apply to actions by the State to enforce any of the Defendant's obligations that have not been disputed in accordance with this section. Engagement of dispute resolution pursuant to this section shall not be cause for the Defendant to delay the performance of any response activity required under this Decree.

16.2 The State shall maintain an administrative record of any disputes initiated pursuant to this section. The administrative record shall include the information the Defendant provides to the State under Paragraphs 16.3 through 16.5 and any documents the DNRE and the State rely on to make the decisions set forth in Paragraphs 16.3 through 16.5.

16.3 Except for undisputable matters identified in Paragraph 16.1 and disputes related to the Work Plan, which are addressed under Paragraph 16.4 of this Decree, any dispute that arises under this Decree with respect to the DNRE's disapproval,

modification, or other decision concerning requirements of this Decree shall in the first instance be the subject of informal negotiations between the Project Coordinators representing the DNRE and the Defendant. 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. The Notice of Dispute shall state the issues in dispute; the relevant facts upon which the dispute is based; factual data, analysis, or opinion supporting the Party's position; and supporting documentation upon which the Party bases its position. In the event, Defendant objects to any DNRE notice of disapproval, modification, or decision concerning the requirements of this Decree that is subject to dispute under this Section, Defendant shall submit the Notice of Dispute within ten (10) days of receipt of the DNRE's notice of disapproval, modification or decision. The period of informal negotiations shall not exceed ten (10) 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 ten (10) days or within the agreed-upon time period, the RD District Supervisor will thereafter provide the DNRE's Statement of Position, in writing, to the Defendant. In the absence of initiation of formal dispute resolution by the Defendant under Paragraph 16.4, the DNRE's position as set forth in the DNRE's Statement of Position shall be binding on the Parties.

16.4 If the Defendant and the DNRE cannot informally resolve a dispute under Paragraph 16.3, or if the dispute involves the Work Plan, the Defendant may initiate formal dispute resolution by submitting a written Request for Review to the RD Chief, with a copy to the DNRE Project Coordinator, requesting a review of the disputed issues. This Request for Review must be submitted within ten (10) days of the Defendant's receipt of the Statement of Position issued by the DNRE pursuant to Paragraph 16.3. If the dispute is in regard to the DNRE-approved Work Plan, either Party may initiate formal dispute resolution by filing a Request for Review with the other Party. The Request for Review shall state the issues in dispute; the relevant facts upon which the dispute is based; factual data, analysis, or opinion supporting the Party's position; and supporting documentation upon which the Party bases its position. When the DNRE issues a Request for Review, the Defendant will have twenty (20) days to submit a

written rebuttal to the RD Chief, with copy to the DNRE Project Coordinator. Within twenty (20) days of the RD Chief's receipt of the Defendant's Request for Review or the Defendant's rebuttal, the RD Chief will provide the DNRE's Statement of Decision, in writing, to the Defendant, which will include a statement of his/her understanding of the issues in dispute; the relevant facts upon which the dispute is based; factual data, analysis, or opinion supporting his/her position; and supporting documentation he/she relied upon in making the decision. The time period for the RD Chief's review of the Request for Review may be extended by written agreement between the Parties. In the absence of initiation of procedures set forth in Paragraph 16.5 by the Defendant, the DNRE's Statement of Decision shall be binding on the Parties.

16.5 The DNRE's Statement of Decision pursuant to Paragraph 16.4 shall control unless, within twenty (20) days after Defendant's receipt of the DNRE's Statement of Decision, Defendant files 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 Defendant's filing of a motion asking the Court to resolve a dispute, Plaintiff will file with the Court the administrative record that is maintained pursuant to Paragraph 16.2.

16.6 Any judicial review of the DNRE'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 subject of this Decree, the Defendant shall have the burden of demonstrating on the administrative record that the position of the DNRE is arbitrary and capricious or otherwise not in accordance with law. In proceedings on any dispute, the Defendant shall bear the burden of persuasion on factual issues under the applicable standards of review. Nothing herein shall prevent Plaintiff from arguing that the Court should apply the arbitrary and capricious standard of review to any dispute under this Decree.

16.7 Notwithstanding the invocation of a dispute resolution proceeding, stipulated penalties shall accrue from the first day of the Defendant's failure or refusal 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 the Defendant does not prevail on the disputed matters, the DNRE may demand payment of stipulated penalties and the Defendant shall pay stipulated penalties as set forth in Paragraph 15.5 of Section XV (Stipulated Penalties). The Defendant shall not be assessed stipulated penalties for disputes that are resolved in Defendant's favor. The MDAG, on behalf of the DNRE, may take civil enforcement action against the Defendant to seek the assessment of civil penalties or damages pursuant to Sections 20119(4) and 20137(1) of the NREPA or other statutory and equitable authorities.

16.8 Notwithstanding the provisions of this section and in accordance with Section XIV (Reimbursement of Costs) and Section XV (Stipulated Penalties), the Defendant shall pay to the DNRE 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.

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 the Defendant or any other person.

17.2 The Defendant 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, acts or omissions of the Defendant, its officers, employees, agents, or any other person acting on its behalf or under its control, in performing the activities required by this Decree.

17.3 The Defendant shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, agents, employees, contractors, and representatives for all 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 the Defendant and any person for the performance of response activities at the Upland Portion of the Facility, including any claims on account of construction delays.

17.4 The State shall provide the Defendant notice of any claim for which the State intends to seek indemnification pursuant to Paragraphs 17.2 or 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 the Defendant for the performance of activities required by this Decree. Neither the Defendant nor any contractor shall be considered an agent of the State.

17.6 The Defendant waives 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 the Defendant and any other person for the performance of response activities at the Upland Portion of 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, the Defendant shall secure and maintain comprehensive general liability insurance with limits of one million dollars (\$1,000,000) combined single limit, which names the DNRE, the MDAG and the State of Michigan as additional insured parties. If the Defendant demonstrates by evidence satisfactory to the DNRE that any contractor or subcontractor maintains insurance equivalent to that described above, then with respect to that contractor or subcontractor, the Defendant needs to 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 the Defendant, and prior to commencement of response activities pursuant to this Decree, the Defendant shall provide the DNRE Project Coordinator and the MDAG with certificates evidencing said insurance and the DNRE, the MDAG, and the State of Michigan's status as additional insured parties. Such certificates shall specify the Whitehall Leather Facility, the Court Case No. 10-47543-CE and the Remediation Division. In addition, and for the duration of this Decree, the Defendant shall satisfy, or shall ensure that its 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 the Defendant in furtherance of this Decree.

XVIII. COVENANTS NOT TO SUE BY THE STATE

18.1 In consideration of the actions that will be performed and the payments that will be made by the Defendant under the terms of this Decree, and except as specifically provided for in this section and Section XIX (Reservation of Rights by the State), the State of Michigan hereby covenants not to sue or to take further administrative action against the Defendant for:

- (a) Performance of response activities related to the releases of hazardous substances at and from the Upland Portion of the Facility, provided that the performance objectives of Paragraph 6.1 are being met by Defendant;
- (b) The venting of groundwater containing ammonia from the Upland Portion of the Facility to White Lake;
- (c) Damages for injury to, destruction of, or loss of natural resources; and the costs for any natural resource damage assessment that are attributable to the releases of hazardous substances from the Upland Portion of the Facility;
- (d) Past Response Activity Costs incurred and paid by the State during the dates set forth in the attached Summary Report (Attachment D); and

(e) Reimbursement of Future Response Activity Costs that are incurred and paid by the State as set forth in Paragraphs 14.1 and 14.4 of Section XIV (Reimbursement of Costs) of this Decree.

18.2 The covenants not to sue shall take effect under this Decree as follows:

(a) With respect to Defendant's liability for response activities performed related to the releases of hazardous substances at and from the Upland Portion of the Facility, the covenant not to sue is effective so long as Defendant is meeting the performance objectives that are included in the Paragraph 6.1 of the Decree.

(b) With respect to Defendant's liability for the venting of groundwater containing ammonia from the Upland Portion of the Facility to White Lake, the covenant not to sue shall take effect upon the removal of tannery related materials from the Upland Portion of the Facility and the excavation of impacted sediments from the south wetland area and Svensson Park in accordance with the approved Work Plan.

(c) With respect to Defendant's liability for damages for injury to, destruction of, or loss of natural resources, and the costs for any natural resource damage assessment that are attributable to the releases of hazardous substances from the Upland Portion of the Facility, the covenant not to sue shall take effect upon the Effective Date.

(d) With respect to Defendant's liability for Past Response Activity Costs incurred and paid by the State, the covenant not to sue shall take effect upon the Effective Date.

(E) With respect to Defendant's liability for Future Response Activity Costs incurred and paid by the State, the covenant not to sue shall take effect upon the DNRE's receipt of payments for those costs, including any applicable interest that has accrued pursuant to Paragraph 14.4 of this Decree.

18.3 The covenants not to sue extend only to the Defendant and do not extend to any other person.

XIX. RESERVATION OF RIGHTS BY THE STATE

19.1 The covenants not to sue apply only to those matters specified in Paragraph 18.1 of Section XVII (Covenants Not to Sue by the State). The State expressly 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 the Defendant with respect to the following:

(a) Performance of the response activities described in the approved Work Plan and any future modifications to the Work Plan or new response activity Work Plan required by Section 6.6 of this Decree.

(b) Future response activity costs that the Defendant has not paid.

(c) Subject to the Consent Judgment between the parties dated February 20, 2002 addressing the non-upland portions of the Site, the past, present, or future treatment, handling, disposal, release, or threat of release of hazardous substances that occur outside of the Upland Portion of the Facility and that are not attributable to the Upland Portion of the Facility.

(d) The past, present, or future treatment, handling, disposal, release, or threat of release of hazardous substances taken from the Upland portion of the Facility.

(e) Criminal acts.

(f) Any matters for which the State is owed indemnification under Section XVII (Indemnification and Insurance) of this Decree.

(g) The release or threatened release of hazardous substances that occur during or after the performance of response activities required by this Decree or any other violations of state or federal law for which Defendant has not received a covenant not to sue.

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

19.3 The DNRE and the MDAG expressly reserve all of their rights and defenses pursuant to any available legal authority to enforce this Decree.

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

19.5 In addition to, and not as a limitation of any provision of this Decree, the DNRE and the MDAG retain all of their information-gathering, inspection, access and enforcement authorities and rights under Part 201 and any other applicable statute or regulation.

19.6 Failure by the DNRE or the MDAG to enforce any term, condition, or requirement of this Decree in a timely manner shall not:

(a) Provide or be construed to provide a defense for the Defendant's noncompliance with any such term, condition, or requirement of this Decree.

(b) Estop or limit the authority of the DNRE or the MDAG to enforce any such term, condition, or requirement of the Decree, or to seek any other remedy provided by law:

19.7 This Decree does not constitute a warranty or representation of any kind by the DNRE that the response activities performed by the Defendant in accordance with the Work Plan required by this Decree will result in the achievement of the performance objectives stated in Paragraph 6.1 of Section VI (Performance of Response Activities) or the remedial criteria established by law, or that those response activities will assure protection of public health, safety, or welfare, or the environment.

19.8 Except as provided in Paragraph 18.1(a) of Section XVIII (Covenants Not to Sue by the State), nothing in this Decree shall limit the power and authority of the DNRE 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 Upland Portion of the Facility.

XX. COVENANTS NOT TO SUE BY THE DEFENDANT

20.1 The Defendant hereby covenants not to sue or to take any civil, judicial, or administrative action against the State, its agencies, or their authorized representatives, for any claims or causes of action against the State that arise from this Decree, including, but not limited to, any direct or indirect claim for reimbursement from the Cleanup and Redevelopment Fund pursuant to Section 20119(5) of the NREPA or any other provision of law.

20.2 After the Effective Date of this Decree, if the MDAG initiates any administrative or judicial proceeding for injunctive relief, recovery of response activity costs, or other appropriate relief relating to the Upland portion of the Facility, the Defendant agrees 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 DNRE or the MDAG in such a 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 XVIII (Covenants Not to Sue by the State).

XXI. CONTRIBUTION

Pursuant to Section 20129(5) of the NREPA and Section 113(f)(2) of the Comprehensive Environmental Response, Compensation, and Liability Act, 1980 PL 96-510, as amended (CERCLA), 42 USC Section 9613(f)(2); and to the extent provided in Section XVIII (Covenants Not to Sue by the State), the Defendant shall not be liable for claims for contribution for the matters set forth in Paragraph 18.1 of Section XVIII (Covenants Not to Sue by the State) of this Decree, to the extent allowable by law. The

parties agree that entry of this Decree constitutes a judicially approved settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 USC 9613(f)(3)(B), pursuant to which Defendant has, as of the Effective Date, resolved its liability to the DNRE for the matters set forth in Paragraph 18.1 of this Decree. Entry of this Decree does not discharge the liability of any other person that may be liable under Section 20126 of the NREPA, or Sections 9607 and 9613 of the CERCLA. Pursuant to Section 20129(9) of the NREPA, any action by Defendant 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 state or federal law.

XXII. MODIFICATIONS

22.1 The Parties may only modify this Decree according to the terms of this section. The modification of any Submission or schedule required by this Decree, excluding the Work Plan, may be made only upon written approval from the DNRE Project Coordinator. Any modifications to the Work Plan must be approved in writing by the RD Chief or his or her authorized representative.

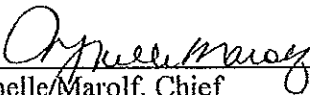
22.2 Modification of any other provision of this Decree shall be made only by written agreement between the Defendant's Project Coordinator, the RD Chief, or his or her authorized representative, and the designated representative of the MDAG, and shall be entered with the Court.

XXIII. SEPARATE DOCUMENTS

The Parties may execute this Decree in duplicate original form for the primary purpose of obtaining multiple signatures, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

IT IS SO AGREED AND DECREED BY:

MICHIGAN DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT


Lynelle Marolf, Chief
Remediation Division
Michigan Department of Natural Resources and Environment
Constitution Hall, 4th Floor, South Tower
525 West Allegan Street
Lansing, MI 48933-2125
Phone: 517-335-1104

Dated 10/11/10

MICHIGAN DEPARTMENT OF ATTORNEY GENERAL

Polly A. Synk (P63473)
Assistant Attorney General
Environment, Natural Resources, and
Agriculture Division
Michigan Department of Attorney General
G. Mennen Williams Building, 6th Floor
525 West Ottawa Street
Lansing, MI 48933
Phone: 517-373-7540

Dated _____

Genesco, Inc.

Roger G. Sisson
Vice President and General Counsel
Genesco Park, Suite 490
1415 Murfreesboro Road
Nashville, TN 37217
Phone: 615-367-8444

Dated _____

Dennis J. Donohue (P47729)
Warner, Norcross & Judd, LLP
Attorneys for Genesco, Inc.
900 Fifth Third Building
111 Lyon Street NW
Grand Rapids, MI 49503
Phone: 616-752-2192

Dated _____

IT IS SO AGREED AND DECREED BY:

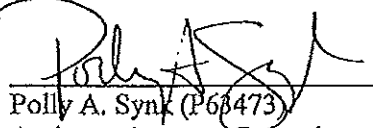
MICHIGAN DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT

Dated _____

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Michigan Department of Natural Resources and Environment
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525 West Allegan Street
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Phone: 517-335-1104

MICHIGAN DEPARTMENT OF ATTORNEY GENERAL

Dated 10-8-2016



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Environment, Natural Resources, and
Agriculture Division
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Lansing, MI 48933
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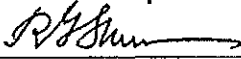
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MICHIGAN DEPARTMENT OF ATTORNEY GENERAL

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Agriculture Division
Michigan Department of Attorney General
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Dated _____

Genesco, Inc.



Roger G. Sisson
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Phone: 615-367-8444

Dated 10/4/2010

Dennis J. Donohue (P47729)
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Attorneys for Genesco, Inc.
900 Fifth Third Building
111 Lyon Street NW
Grand Rapids, MI 49503
Phone: 616-752-2192

Dated _____

IT IS SO AGREED AND DECREED BY:

MICHIGAN DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT

Dated _____

Lynelle Marolf, Chief
Remediation Division
Michigan Department of Natural Resources and Environment
Constitution Hall, 4th Floor, South Tower
525 West Allegan Street
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Phone: 517-335-1104

MICHIGAN DEPARTMENT OF ATTORNEY GENERAL

Dated _____

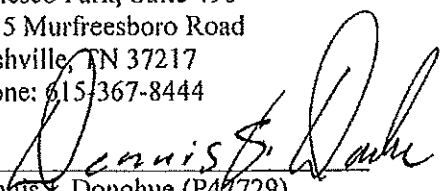
Polly A. Synk (P63473)
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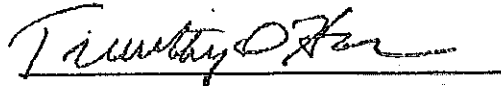
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Dated 10/11/10



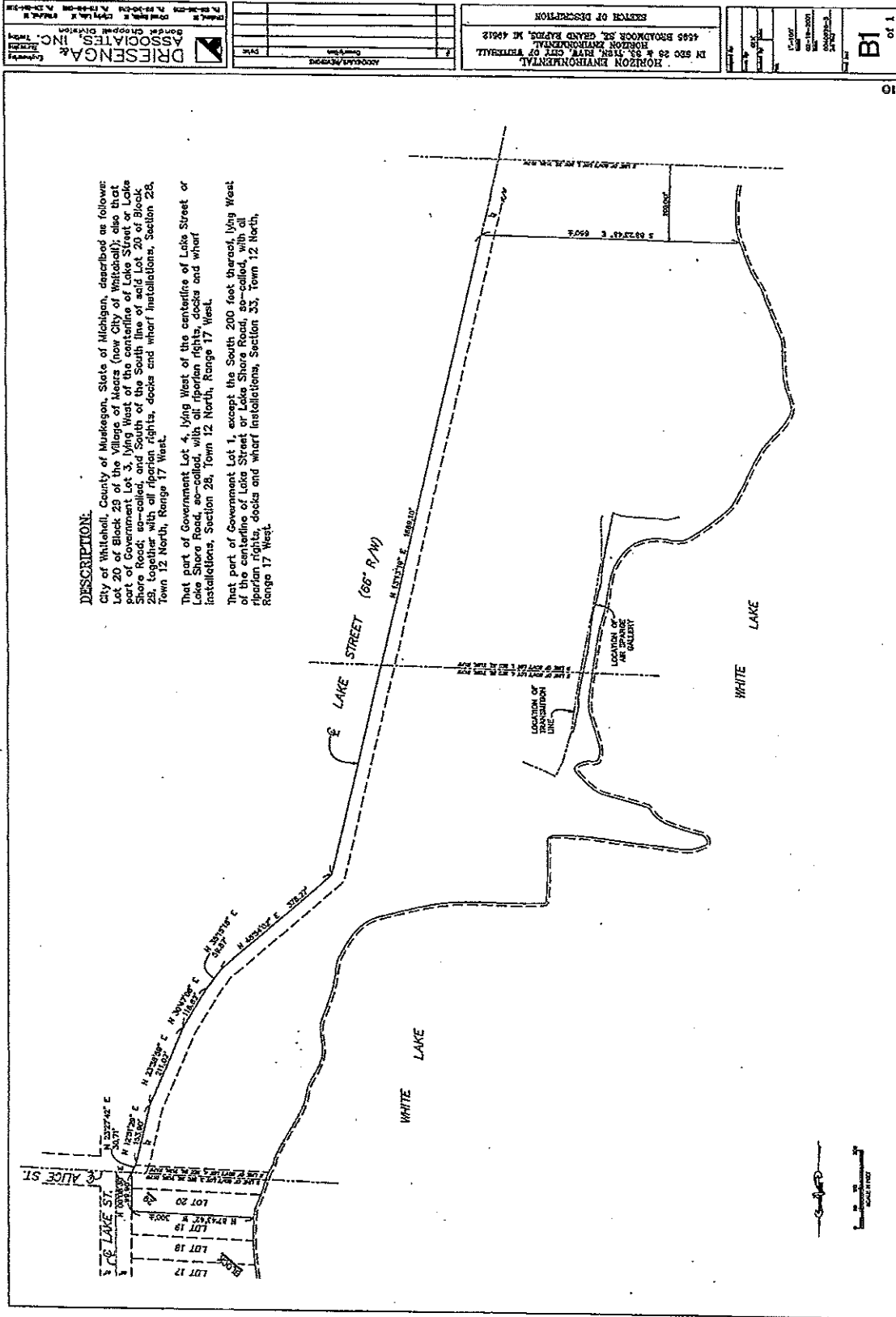
Dennis S. Donohue (P47729)
Warner, Norcross & Judd, LLP
Attorneys for Genesco, Inc.
900 Fifth Third Building
111 Lyon Street NW
Grand Rapids, MI 49503
Phone: 616-752-2192

IT IS SO DECREED, ADJUDGED AND DECREED THIS 20 day of
Oct, 2010.



Honorable TIMOTHY G. HICKS P35198

ATTACHMENT A
LEGAL DESCRIPTION OF PROPERTY



ATTACHMENT B
RESTRICTIVE COVENANT

DECLARATION OF RESTRICTIVE COVENANT

DNRE Reference No.: RC-RRD-201-10-14

This Declaration of Restrictive Covenant ("Restrictive Covenant") has been recorded with the Muskegon County Register of Deeds for the purpose of protecting public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to environmental contamination present at the property located at 900 Lake Street, Whitehall, Michigan and legally described in Exhibit 1 attached hereto ("Property"). This Restrictive Covenant supercedes and replaces the Declaration of Restrictive Covenant (DNRE Reference No. RC-RRD-99-015) as recorded with the Muskegon County Register of Deeds on June 1, 1999, Liber 2245, Pages 957-962.

This Property contains hazardous substances in excess of the concentrations developed as the unrestricted residential criteria under Section 20120a(1)(a) of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.20101 et seq., therefore the provisions of Section 20107a of the NREPA apply to any future owner or operator at the Property,

The Property is associated with the former Whitehall Leather Company Site, Site ID No. 61000062 for which response activities are being conducted. The response activities that are being implemented to address environmental contamination are fully described in the *Scope of Work for the Alternative Remedy at the Former Whitehall Leather Company, 900 Lake Street, Whitehall, Michigan*, dated September 8, 2010 (Work Plan), and submitted by Horizon Environmental on behalf of Genesco, Inc. The Michigan Department of Natural Resources and Environment (DNRE) approved the Work Plan on *[insert date]*, pursuant to Part 201 of the NREPA.

The Work Plan required the recording of this Restrictive Covenant with the Muskegon County Register of Deeds to: 1) assure that the use of Property is consistent with the exposure assumptions utilized in the development of cleanup criteria pursuant to Section 20120a(1)(f) of the NREPA and the exposure control measures relied upon in the Work Plan; 2) restrict unacceptable exposures to hazardous substances located on the Property; and 3) to prevent damage or disturbance of any element of the response activity constructed on the Property. The restrictions contained in this Restrictive Covenant are based upon information available to the DNRE at the time the Work Plan was approved by the DNRE. Changes in conditions at the Property, applicable cleanup criteria or unsuccessful implementation of the Work Plan, while not expected to occur, could result in the use restrictions described in this Restrictive Covenant not being protective of public health, safety, welfare and the environment. Exhibit 2 provides a survey of the Property that is subject to the land use or resource use restrictions specified herein.

Summary of Response Activities

Response activities at the site will consist of excavation and removal of soils impacted from past tannery operations from the upland portions of the site, as well as the southern wetlands. Tannery-related materials have been removed from the northern wetlands on the site. The excavated soils and tannery materials will be disposed of off site. Removal of the soils and tannery materials will enable residual contaminants in groundwater to attenuate over time. This attenuation will, however, be monitored at locations, frequencies, and for a duration specified by MDNRE. A subsurface air sparge ground water treatment system will remain at the site as a contingency. In addition, a 12-inch soil and vegetative cover will be maintained in a limited area of the site to protect against unacceptable direct contact exposure to residual contaminants in subsurface soils.

Definitions

"DNRE" means the Michigan Department of Natural Resources and Environment, its successor entities, and those persons or entities acting on its behalf.

"Owner" means at any given time the then current title holder of the Property or any portion thereof.

All other terms used in this document which are defined in Part 3, Definitions, of the NREPA; Part 201 of the NREPA; or the Part 201 Administrative Rules ("Part 201 Rules"), 1990 AACRS R 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 Rules, as of the date of filing of this Restrictive Covenant.

NOW THEREFORE,

Declaration of Land Use or Resource Use Restrictions

Pursuant to the Work Plan, Genesco, Inc., with the express written permission of the Owner of the Property, hereby declares and covenants that the Property shall be subject to the following restrictions and conditions:

1. The Owner shall prohibit all uses of the Property that are not compatible with the Limited Residential land use category under Section 20120a(1)(f) of the NREPA and generally described in the *Description of Allowable Uses*, attached hereto as Exhibit 3. Cleanup criteria for land use-based response activities are located in the Government Documents Section of the State of Michigan Library.

2. The Owner shall prohibit activities on the Property, or within the portions of the Property as designated below, that may result in exposure to hazardous substances that exceed levels established in the Work Plan. These prohibited activities include:

- A. Any construction or use of wells or other devices on the Property to extract groundwater for consumption, irrigation, or any other use, except for wells and devices that are part of an MDEQ-approved response activity. Short-term dewatering for construction purposes is permitted provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing

contamination, or any other violation of local, state, and federal environmental laws and regulations including, but not limited to, Part 201 of the NREPA.

- B. In the limited area depicted in Exhibit 2, any excavation or other intrusive activity on the Property that could affect the integrity of the direct contact exposure barrier provided by at least 12 inches of clean soil and vegetative cover placed on the area depicted as the *[insert name of area and provide survey of this area on Exhibit 2]*. This cover may also take the form of asphalt, concrete or building foundations as necessary to support residential development of the Property. This prohibition does not apply to short term construction or repair projects or for purposes of further treating or remediating the subject contamination. At the time of the recording of this restrictive covenant, the designated wetland areas on the Property were delineated by three (3) separate Joint Permit Numbers; 05-61-0046-P, 10-61-0022-P, and 10-61-0037-P administered under Parts 301, 303, and 31 of the NREPA. If a change in the designated wetland portions of the Property occurs, a new wetlands determination may be required to determine if additional direct contact exposure barriers are necessary.

Any excavation or other intrusive activity, including removing, altering, or disturbing any of the cover as described above, must be replaced with a barrier that provides at least an equivalent degree of protection as the original barrier upon completion of the work. Repair and/or replacement of the cover must be completed unless additional sampling is conducted that demonstrates that a barrier in the area is no longer necessary in accordance with the applicable provisions and requirements of Part 201 and is approved by the DNRE.

- C. Any construction of new structures on the Property, unless such construction incorporates engineering controls designed to eliminate the potential for subsurface vapor phase hazardous substances to migrate into the new structure at concentrations greater than applicable criteria. This prohibition does not apply if an evaluation of the potential for any hazardous substances to volatilize into indoor air assures the protection of persons who may be present in the buildings and is in compliance with Section 20107a of the NREPA.

3. The Owner shall prohibit activities on the Property that may interfere with any element of the Work Plan, including the performance of operation and maintenance activities, monitoring, or other measures necessary to ensure the effectiveness and integrity of the response activities in the Work Plan. This includes any activities that would disturb the operation of the air sparge system in place on the Property at the location depicted in Exhibit 2. However nothing in this Restrictive Covenant prevents or precludes the Owner from undertaking those activities associated with development of this site into a residential community including building of homes, condominiums, commercial or retail space, accessory buildings, marina, landscaping and common area recreation space so long as that activity is done in compliance with an appropriate "Due Care Plan".

4. Contaminated Soil Management. The Owner shall manage, where applicable, all soils, media and/or debris located on the Property in accordance with the applicable requirements of Section 20120c of the NREPA; Part 111, Hazardous Waste Management, of the NREPA; Subtitle C of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the administrative rules promulgated thereunder; and all other relevant state and federal laws.

5. DNRE Access. The Owner grants to the DNRE and its designated representatives the right to enter the Property at reasonable times and after reasonable notice for the purpose of determining and monitoring compliance with the Work Plan, including the right to take samples, inspect the operation of the response activities and, inspect any records relating thereto, and to perform any actions necessary to maintain compliance with, Part 201 and the Work Plan, provided that any disturbance to the Property is minimized.

6. Genesco Access. The Owner grants to Genesco and its designated representatives the right to enter the Property to perform those response activities necessary to comply with the Work Plan approved by the DNRE that are necessary to comply with Part 201 of the NREPA. The access provision set forth in this paragraph is being agreed to by the Owner of the Property and Genesco at the time this Restrictive Covenant is recorded and is not a part of the Work Plan approved by the DNRE, accordingly the DNRE will not enforce this provision of the Restrictive Covenant.

7. Notice. The Owner shall provide notice to the DNRE of the Owner's intent to transfer any interest in the Property the Property at least fourteen (14) business days prior to consummating the conveyance. A conveyance of title, easement, or other interest in the Property shall not be consummated by the Owner without adequate and complete compliance with the applicable provisions of Section 20116 of the NREPA. The notice required to be made to the DNRE under this Paragraph shall be made to: Chief, Remediation Division, DNRE, P.O. Box 30426, Lansing, Michigan 48909-7926; and shall include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant, DNRE Reference Number RC-RRD-201-10-014. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, easement holders, assigns, and transferees by the person transferring the interest.

If the property is developed under the Michigan Condominium Act, the notice requirements in this paragraph may be satisfied by including a copy of these restrictions as part of the recorded master deed and providing the Chief of the Remediation Division with a single notice within 14 days of the time that a majority of the board of directors of the condominium association is elected by non-developer co-owners in accordance with the Michigan Condominium Act MCL 559.101, et. seq. and the Bylaws of the Association. So long as the Property continues to be used for those uses allowed for under the Michigan Condominium Act, the DNRE will not require further notice for each transfer of interest for each individual condominium unit. However, should a change in the land use of the Property or portion thereof occur that terminates the use of the Property as a condominium or is otherwise not consistent with the Michigan Condominium Act, notice to the Chief of the Remediation Division shall be required within 14 business days of such termination or change, as provided for in the first section of this paragraph.

8. Term and Enforcement of Restrictive Covenant. This Restrictive Covenant runs with the Property and is binding on the Owner; future owners; and all current and future successors, lessees, easement holders, their assigns, and their authorized agents, employees, or persons acting under their direction and control. This Restrictive Covenant may only be modified or rescinded with the written approval of the DNRE.

The State of Michigan, through the DNRE, and Genesco may enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of competent jurisdiction.

9. Severability. If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof, and all such other provisions shall continue unimpaired and in full force and effect.

10. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant is the Owner, or has the express written permission of the Owner, and represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this Restrictive Covenant.

IN WITNESS WHEREOF, [OWNER] has caused this Restrictive Covenant,
RC-RRD-201-10-14, to be executed on this _____ day of _____, 200__.

[Insert name of OWNER]

By: _____
Signature

Name: _____
Print or Type Name

Its: _____
Title

STATE OF *[Insert state]*
COUNTY OF *[Insert name of county]*

The foregoing instrument was acknowledged before me this *[date]* by *[name of owner]*,
Owner.

Notary Public

[Print or type name]
Acting in *[Commissioned In]* County, *[State]*

My Commission Expires: _____

PREPARED BY AND RETURN TO:

Dennis J. Donahue
WARNER NORCROSS & JUDD LLP
900 Old Kent Building
111 Lyon Street, NW
Grand Rapids, Michigan 49503
(616) 752-2192

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

All those certain parcels of land being in the City of Whitehall, County of Muskegon, and State of Michigan and described as follows:

Parcel Number: *[insert parcel number]*

The part of Government lot 1, except the south 200 feet thereof, lying West of the centerline of Lake Street or Lake Shore Road, so-called, with all riparian rights, docks and wharf installations, Section 33, Town 12 North, Range 17 West.

Parcel Number: *[insert parcel number]*

Lot 20 of Block 29 of the village of Mears (now city of Whitehall); also that part of Government Lot 3 lying West of the centerline of Lake Street or Lake Shore Road, so-called, and South of the South line of Lot 20 of Block 29, together with all riparian rights, docks and wharf installations, Section 28, Town 12 North, Range 17 West.

Parcel Number: *[insert parcel number]*

That part of Government Lot 4 lying West of the centerline of Lake Street or Lake Shore Road, so-called, with all riparian rights, docks and wharf installations, Section 28, Town 12 North, Range 17 West.

EXHIBIT 2

SURVEY OF THE PROPERTY

[This must include a survey of the entire Property boundary and subset survey within the property boundary where the direct contact exposure barrier as described in paragraph 2b is required]

EXHIBIT 3

DESCRIPTION OF ALLOWABLE USES

The Property may be used for any purpose, including residential uses, subject to compliance with all restrictions contained in this document that are necessary to prevent unacceptable exposures to hazardous substances at the Property and to ensure the effectiveness and integrity of the Work Plan. Any use of the Property must be consistent with the uses allowed by the zoning of the Property and the assumptions used to develop the Limited Residential cleanup criteria pursuant to Section 20120a(1)(f) of the NREPA and the Part 201 Rules.

ATTACHMENT C
FINANCIAL ASSURANCE MECHANISM

Bank of America



BANK OF AMERICA - CONFIDENTIAL

PAGE: 1

DATE: SEPTEMBER 21, 2010

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 68035673
APPLICANT REFERENCE NUMBER: 2AXSMICHIGAN

ISSUING BANK
BANK OF AMERICA, N.A.
ONE FLEET WAY
PA6-580-02-30
SCRANTON, PA 18507-1999

BENEFICIARY
CHIEF, REMEDIATION DIVISION
MICHIGAN DEPARTMENT OF NATURAL
RESOURCES AND ENVIRONMENT
CONSTITUTION HALL, SOUTH 4TH FLOOR

APPLICANT
GENESCO INC.
1415 MURFREESBORO PIKE
NASHVILLE, TN 37217

525 WEST ALLEGAN STREET
LANSING, MICHIGAN 48933

AMOUNT
USD 562,388.00
FIVE HUNDRED SIXTY TWO THOUSAND THREE HUNDRED EIGHTY EIGHT AND 00/100'S US
DOLLARS

EXPIRATION
SEPTEMBER 21, 2011 AT OUR COUNTERS

DEAR DESIGNATED AUTHORIZED REPRESENTATIVE:

SUBJECT: WHITEHALL LEATHER COMPANY
900 LAKE STREET
WHITEHALL,
MUSKEGON COUNTY,
MICHIGAN 49461

SITE ID NO. 61000062

1. WE, BANK OF AMERICA, N.A., HEREBY ISSUES THIS IRREVOCABLE
LETTER OF CREDIT, NO. 68035673 (LOC) IN FAVOR OF CHIEF,
REMEDIATION DIVISION, MICHIGAN DEPARTMENT OF NATURAL
RESOURCES AND ENVIRONMENT (DEPARTMENT) ON BEHALF OF
GENESCO INC. (DESIGNATED PARTY), FOR A SUM OF
USD562,388 (FIVE HUNDRED SIXTY TWO THOUSAND THREE HUNDRED
EIGHTY EIGHT AND 00/100 DOLLARS), AVAILABLE BY THE DEPARTMENT'S
DRAFTS AT SIGHT DRAWN ON OUR INSTITUTION, MARKED "DRAWN UNDER

ORIGINAL



THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 68035673

BANK OF AMERICA, N.A. LOC NO. 68035673 DATED SEPTEMBER 21, 2010." WE ARE A BANK OR FINANCIAL INSTITUTION THAT HAS THE AUTHORITY TO ISSUE LOC'S. OUR OPERATION IS REGULATED AND EXAMINED BY THE FEDERAL GOVERNMENT.

2. THE PURPOSE OF THIS LOC IS TO PROVIDE FINANCIAL ASSURANCE TO THE DEPARTMENT FOR MONITORING, OPERATION AND MAINTENANCE, OVERSIGHT, AND OTHER COSTS DETERMINED TO BE NECESSARY BY THE DEPARTMENT TO ASSURE THE EFFECTIVENESS AND INTEGRITY OF THE SCOPE OF WORK FOR THE ALTERNATIVE REMEDY AT THE FORMER WHITEHALL LEATHER COMPANY, 900 LAKE STREET, WHITEHALL, MICHIGAN (THE FACILITY), SITE ID 61000062, DATED SEPTEMBER 8, 2010 (THE WORK PLAN), SUBMITTED BY HORIZON ENVIRONMENTAL ON BEHALF OF GENESCO INC.

3. THIS LOC IS EFFECTIVE AS OF SEPTEMBER 21, 2010, AND SHALL EXPIRE ON SEPTEMBER 21, 2011, BUT SUCH LOC SHALL BE AUTOMATICALLY EXTENDED FOR A PERIOD OF AT LEAST ONE ADDITIONAL YEAR UNLESS, NOT LESS THAN ONE HUNDRED AND TWENTY (120) DAYS BEFORE THE EXPIRATION DATE INDICATED ABOVE, WE NOTIFY BOTH THE DESIGNATED PARTY AND THE DEPARTMENT AUTHORIZED REPRESENTATIVE (THE DEPARTMENT DIVISION CHIEF IMPLEMENTING PART 201) BY CERTIFIED MAIL OF OUR DECISION NOT TO EXTEND THE LOC BEYOND THE CURRENT EXPIRATION DATE. THE LOC SHALL BE AUTOMATICALLY EXTENDED FOR A PERIOD OF ONE YEAR EACH AND EVERY SUBSEQUENT YEAR UNLESS, NOT LESS THAN ONE HUNDRED AND TWENTY (120) DAYS BEFORE THE EXTENDED EXPIRATION DATE, WE NOTIFY THE DESIGNATED PARTY AND THE DEPARTMENT AUTHORIZED REPRESENTATIVE AS INDICATED ABOVE. WE AGREE THAT THE ONE HUNDRED AND TWENTY (120) DAY PERIOD SHALL BEGIN ON THE DATE WHEN BOTH THE DESIGNATED PARTY AND THE DEPARTMENT AUTHORIZED REPRESENTATIVE HAVE RECEIVED THE NOTICE, AS EVIDENCED BY THE RETURN CERTIFIED MAIL RECEIPTS.

4. THE DEPARTMENT AUTHORIZED REPRESENTATIVE MAY MAKE COMPLETE OR PARTIAL DRAWING(S) ON THIS LOC AS FOLLOWS. WHEN MAKING A PARTIAL DRAWING, THE DEPARTMENT AUTHORIZED REPRESENTATIVE MUST SUBMIT THE ORIGINAL LOC TO US TOGETHER WITH ANY DRAWINGS HEREUNDER FOR OUR ENDORSEMENT OF ANY PAYMENTS EFFECTED BY US AND/OR FOR CANCELLATION.

(A) IF, WITHIN NINETY (90) DAYS OF BOTH THE DESIGNATED PARTY AND THE DEPARTMENT AUTHORIZED REPRESENTATIVE'S RECEIPT OF A NOTICE FROM US THAT WE HAVE DECIDED NOT TO EXTEND THE LOC BEYOND ITS CURRENT EXPIRATION DATE, THE DESIGNATED PARTY FAILS TO MAKE ARRANGEMENTS WITH US TO PROVIDE THE DEPARTMENT AUTHORIZED REPRESENTATIVE WITH AN EXTENSION OF THE CURRENT EXPIRATION DATE OF THIS LOC OR WITH AN ACCEPTABLE REPLACEMENT LOC, OR FAILS TO MAKE ARRANGEMENTS FOR ANOTHER TYPE OF FINANCIAL ASSURANCE MECHANISM ACCEPTABLE TO THE DEPARTMENT AUTHORIZED

ORIGINAL



THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 68035673

REPRESENTATIVE, THE DEPARTMENT AUTHORIZED REPRESENTATIVE MAY MAKE A COMPLETE DRAWING ON THIS LOC.

(B) IF THE DESIGNATED PARTY DOES NOT PROVIDE FOR MONITORING, OPERATION AND MAINTENANCE, AND OTHER COSTS DETERMINED TO BE NECESSARY BY THE DEPARTMENT TO ASSURE THE EFFECTIVENESS AND INTEGRITY OF THE WORK PLAN AT THE FACILITY, AND THE DEPARTMENT, UPON PROVIDING A THIRTY (30) DAY NOTICE TO THE DESIGNATED PARTY, IMPLEMENTS THESE RESPONSE ACTIVITIES, THE DEPARTMENT AUTHORIZED REPRESENTATIVE MAY DRAW ON THE LOC TO REIMBURSE THE DEPARTMENT FOR ITS COSTS OF DOING THE WORK.

(C) IF THE DESIGNATED PARTY DOES NOT REIMBURSE THE DEPARTMENT WITHIN THIRTY (30) DAYS OF THE DESIGNATED PARTY'S RECEIPT OF A SUMMARY OF OVERSIGHT COSTS FROM THE DEPARTMENT, THE DEPARTMENT AUTHORIZED REPRESENTATIVE MAY DRAW ON THE LOC FOR THE AMOUNT OF COSTS THE DESIGNATED PARTY OWES THE DEPARTMENT.

5. THIS LOC IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600) AND THE MICHIGAN UNIFORM COMMERCIAL CODE, WHERE APPLICABLE. WHERE CONFLICTS EXIST BETWEEN THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS AND THE MICHIGAN UNIFORM COMMERCIAL CODE, THE MICHIGAN UNIFORM COMMERCIAL CODE SHALL CONTROL.

6. WE SHALL HONOR DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LOC AND THESE DRAFTS SHALL BE DULY HONORED UPON PRESENTATION IF PRESENTED ON OR AFTER SEPTEMBER 21, 2010, AND ON OR BEFORE SEPTEMBER 21, 2011, OR BY ANY AUTOMATICALLY EXTENDED DATE AS PROVIDED FOR IN PARAGRAPH 3 OF THIS LOC. THE AMOUNT OF EACH DRAFT MUST BE ENDORSED ON THE REVERSE OF THIS LOC BY THE NEGOTIATING BANK OR FINANCIAL INSTITUTION.

WE CERTIFY THAT THE WORDING OF THIS LOC IS IDENTICAL TO THE WORDING PROVIDED BY THE DEPARTMENT AUTHORIZED REPRESENTATIVE AS OF THE DATE SHOWN IMMEDIATELY BELOW.

BANK OF AMERICA, N.A.
1 FLEET WAY, PA6-580-02-30
SCRANTON, PA 18507-1999
ATTN: TRADE OPERS. - STANDBY UNIT


AUTHORIZED SIGNATURE

MICHAEL GRIZZANTI
VICE PRESIDENT
SEPTEMBER 21, 2010

ORIGINAL

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
REMEDATION AND REDEVELOPMENT DIVISION

Date: 05/19/2010

Source: ERNIE

Cost Recovery Summary Report

Page: 1 of 1

Site Name: White Lake

County: Muskegon

Site ID: 61000365

Package: 454276-00

WHITE LAKE TANNERY Genesco: Update 2

Total for Employee Salaries and Wages		
Period Covered: 10/27/2001 - 02/20/2010	\$273,178.25	
Indirect Dollars	\$42,737.70	
Sub-Total		\$315,915.95
Total for Employee Travel Expenses		
Period Covered: 10/27/2001 - 02/20/2010		\$8,140.63
Contractual Expenses		
Period Covered:	\$0.00	
Contract Sub-Total		\$0.00
Total for Miscellaneous Expenses		
Period Covered: 11/02/2001 - 02/20/2010		\$4.00
MDNR/MDEQ Lab		
Period Covered:		\$0.00
Total for MDPH/Community Health Expenses		
Alternate Water Supply		
Period Covered:	\$0.00	
Bottled Water		
Period Covered:	\$0.00	
MDPH/MDCH Lab		
Period Covered:	\$0.00	
Sub-Total		\$0.00
Attorney General Expenses		
Period Covered: 11/30/2001 - 02/20/2010		\$22,005.00
Other Expenses		
Period Covered:		\$0.00
Sub-Total		\$346,065.58
Interest Calculated from through		\$0.00
Total Combined Expenses for Site and Interest		\$346,065.58
Run Date 05/18/2010		