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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA)

Plaintiff,)

v.)

STRUBE, INC.,)
TAMMIE L. DALLMEYER AND CARL E.)
DALLMEYER as Personal Representatives of the)
ESTATE OF CRAIG E. DALLMEYER, AND)
DONALD C. DALLMEYER)

Defendants.)

13 7303

Civil Action No. _____

CONSENT DECREE

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DONALD C. DALLMEYER)
)
Defendants.)
_____)

Civil Action No. _____

CONSENT DECREE

I. BACKGROUND

A. The United States of America (“United States”), on behalf of the Administrator of the United States Environmental Protection Agency (“EPA”), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9607 (“CERCLA”), seeking reimbursement of response costs incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the Strube, Inc. Site in Marietta, Columbia, Mt. Joy, and Maytown, Lancaster County, Pennsylvania (“the Site”).

B. The Defendants that have entered into this Consent Decree (“Settling Defendants”) do not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint. Settling Federal Agencies do not admit any liability arising out of transactions or occurrences alleged in any counterclaim asserted by Settling Defendants.

C. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604.

D. In performing response actions at the Site, EPA has incurred response costs.

E. The United States alleges that Settling Defendants are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and are jointly and severally liable for response costs incurred at the Site by the United States.

F. The United States has reviewed the Financial Information submitted by Settling Defendant Strube, Inc. (“Strube”) to determine whether Settling Defendant Strube is financially able to pay response costs incurred at the Site. Based upon this Financial Information, the United States has determined that Strube has limited financial ability to pay for response costs incurred at the Site.

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

NOW, THEREFORE, with the consent of the Parties to this Decree, it is hereby ORDERED, ADJUDGED and DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over Settling Defendants. Solely for the purposes of this Consent Decree and the underlying complaint, Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. Settling Defendants shall not challenge the terms of this Consent Decree or this Court’s jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States, and upon Settling Defendants and their heirs, successors and assigns. Any change in ownership or corporate or other legal status, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendants under this Consent Decree.

IV. DEFINITIONS

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

a. “CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601-9675.

b. “Consent Decree” shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and Appendices A and B, this Consent Decree shall control. Any conflict between this Consent Decree and Appendix C shall be controlled by Section VII (“Lien Release and Sale of Property”).

c. “Day” or “day” shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. “DOJ” shall mean the United States Department of Justice and its successor departments, agencies, or instrumentalities.

e. “Effective Date” shall mean the date upon which this Consent Decree is entered by the Court as recorded on the Court docket, or, if the Court instead issues an order approving the Consent Decree, the date such order is recorded on the Court docket.

f. “EPA” shall mean the United States Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

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

h. “Financial Information” shall mean those financial documents identified in Appendix B.

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

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

k. “Parties” shall mean the United States and Settling Defendants.

l. “Past Response Costs” shall mean all costs, including but not limited to direct and indirect costs, that EPA or DOJ on behalf of EPA has paid at or in connection with the Site through the Effective Date of this Consent Decree.

m. “Plaintiff” shall mean the United States.

n. “RCRA” shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

o. “Section” shall mean a portion of this Consent Decree identified by a Roman numeral.

p. “Settling Defendants” shall mean Strube, Inc., Tammie L. Dallmeyer and Carl E. Dallmeyer as Personal Representatives of the Estate of Craig E. Dallmeyer (hereinafter the “Estate of Craig E. Dallmeyer”), and Donald C. Dallmeyer.

q. “Settling Federal Agencies” shall mean the United States Department of Defense, including all of its departments, offices, agencies, activities, commands and instrumentalities, including without limitation, the United States Defense Logistics Agency, which is resolving any claims which have been or could be asserted against it with regard to the Site as provided in this Consent Decree.

r. “Site” shall mean the Strube, Inc. Superfund site, encompassing multiple warehouses on seven properties, generally shown on the maps included in Appendix A, and located at the following addresses:

1280 Franklin Street, Columbia, Pennsylvania
224-228 Locust Street, Columbia, Pennsylvania
172 South Second Street, Columbia, Pennsylvania
131 East High Street, Maytown, Pennsylvania
240 West Main Street, Mt. Joy, Pennsylvania
637 West Market Street, Marietta, Pennsylvania
693 West Market Street, Marietta, Pennsylvania.

s. “State” shall mean the Commonwealth of Pennsylvania.

t. “Superfund Lien” shall mean the lien on the Site properties filed by EPA pursuant to Section 107(l) of CERCLA, 42 U.S.C. § 9607(l), and recorded in the County of Lancaster, Office of the Prothonotary, on July 9, 2009, Case No. CI-09-10512, and in the Office of the Clerk, United States District Court for the Eastern District of Pennsylvania, on June 30, 2009, Docket No. 2:09-mc-00108.

u. “Transfer” shall mean to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

v. “United States” shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA and Settling Federal Agencies.

V. PAYMENT OF RESPONSE COSTS

4. Payment of Past Response Costs.

a. Settling Defendant Strube shall pay to the EPA the principal amount of \$80,000.00. The payment shall be made within 30 days after the Effective Date.

b. Settling Defendants, the Estate of Craig E. Dallmeyer and Donald C. Dallmeyer (collectively, "Dallmeyer Settling Defendants") shall together pay to EPA the amount of \$175,000.00 within 30 days after the Effective Date.

5. Payment by Settling Defendants shall be made at <https://www.pay.gov> to the U.S. Department of Justice account, in accordance with instructions provided to Settling Defendants by the Financial Litigation Unit ("FLU") after the Effective Date. The payment instructions provided by the FLU shall include a Consolidated Debt Collection System ("CDCS") number, which shall be used to identify all payments required to be made in accordance with this Consent Decree. The FLU shall provide the payment instructions to:

On behalf of Defendant Strube:

J. Patrick Rieder
Law Office of J. Patrick Rieder
2536 Eastern Blvd., 193
York, PA 17402

and

On behalf of Defendant Estate of Craig E. Dallmeyer:

Harry Weiss
Ballard Spahr LLP
1735 Market St., 51st Floor
Philadelphia, PA 19103

and

On behalf of Defendant Donald C. Dallmeyer:

Alexandra C. Chiaruttini
Stock and Leader
Susquehanna Commerce Center East
221 W. Philadelphia St., Suite 600
York, PA 17401

on behalf of Settling Defendants. Each Settling Defendant may change the individual to receive payment instructions on its behalf by providing written notice to DOJ and EPA of such change in accordance with Section XIV (Notices and Submissions).

6. At the time of each payment, each Settling Defendant shall send notice that payment has been made to DOJ and EPA in accordance with Section XIV (Notices and Submissions), and to the EPA Cincinnati Finance Office by email at acctreceivable.cinwd@epa.gov, or by mail to:

EPA Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, Ohio 45268

Such notice shall reference the CDCS Number, Site/Spill ID Number A3KH, and DOJ Case Number 90-11-3-10488.

7. The total amount of each payment to be paid pursuant to Paragraph 4 (Payment of Response Costs) shall be deposited by EPA in the EPA Hazardous Substance Superfund.

8. Payments by Settling Federal Agencies

a. As soon as reasonably practicable after the Effective Date, the United States, on behalf of Settling Federal Agencies, shall pay to EPA \$ 1,500,000.00. The total amount to be paid by Settling Federal Agencies pursuant to this Paragraph 8 shall be deposited by EPA in the EPA Hazardous Substance Superfund.

b. Interest. In the event that any payment required by Paragraph 8.a. is not made within 120 days after the Effective Date, Interest on the unpaid balance shall be paid at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), with such Interest commencing on the 121st day after the Effective Date and accruing through the date of the payment.

c. The Parties to this Consent Decree recognize and acknowledge that the payment obligations of Settling Federal Agencies under this Consent Decree can only be paid from appropriated funds legally available for such purpose. Nothing in this Consent Decree shall be interpreted or construed as a commitment or requirement that any Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

VI. FAILURE TO COMPLY WITH CONSENT DECREE

9. Interest on Payments and Accelerated Payments.

a. If Settling Defendant Strube fails to make any payment required by Paragraph 4.a (Payment of Past Response Costs) by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

b. If the Dallmeyer Settling Defendants fail to make any payment under Paragraph 4.b (Payment of Past Response Costs) by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

10. Stipulated Penalty.

a. If any amounts due to EPA under Paragraph 4.a. are not paid by the required date, Settling Defendant Strube is in violation of this Consent Decree and shall pay, as a stipulated penalty, in addition to the Interest required by Paragraph 9.a, \$1,000.00 per violation per day that such payment is late.

b. If any amounts due to EPA under Paragraph 4.b. are not paid by the required date, the Dallmeyer Settling Defendants are in violation of this Consent Decree and shall pay, as a stipulated penalty, in addition to the Interest required by Paragraph 9.b, \$1,000.00 per violation per day that such payment is late.

c. Stipulated penalties are due and payable within 30 days after the date of the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made by Fedwire Electronic Funds Transfer to:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York NY 10045
Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

and shall reference the CDCS Number, Site/Spill ID Number A3KH, and DOJ Case Number 90-11-3-10488.

d. At the time of payment, pursuant to this Paragraph 10, Settling Defendants shall send notice that payment has been made to EPA and DOJ in accordance with Section XIV (Notices and Submissions), and to the EPA Cincinnati Finance Office by email at acctsreceivable.cinwd@epa.gov, or by mail to:

EPA Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, Ohio 45268

Such notice shall reference the CDCS Number, Site/Spill ID Number A3KH, and DOJ Case Number 90-11-3-10488.

e. Penalties shall accrue as provided in this Paragraph 10 regardless of whether EPA has notified Settling Defendants of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due, and shall continue to accrue through the date of payment. Nothing in this Consent Decree

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

11. If the United States brings an action to enforce this Consent Decree and prevails in such action, the non-complying Settling Defendants shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

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

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

VII. LIEN RELEASE AND SALE OF PROPERTY

14. EPA and Settling Defendant Strube entered into a Lien Release Agreement on June 21, 2010 ("Lien Release Agreement"). The Lien Release Agreement is attached to this Consent Decree as Appendix C.

15. The Lien Release Agreement establishes procedures for, among other things, the sale of the Site property and release of the Superfund Lien placed on the Site property by EPA. Nothing in this Consent Decree shall alter, abrogate or excuse the obligations set forth under the Lien Release Agreement.

16. In the event of a conflict between the Lien Release Agreement and this Consent Decree, the Lien Release Agreement shall control.

VIII. COVENANTS BY PLAINTIFF

17. Covenants for Settling Defendants by the United States.

a. Except as specifically provided in Section IX (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Settling Defendants pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. These covenants shall take effect upon receipt by EPA of the payments required by Paragraph 4 (Payment of Past Response Costs). These covenants are conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Consent Decree. These covenants extend only to Settling Defendants and do not extend to any other person.

b. As it relates to Defendant Strube, these covenants are also conditioned upon the veracity and completeness of the Financial Information provided to EPA by Settling Defendant Strube and the financial and indemnity certification made by Settling Defendant Strube in Paragraph 37. If the Financial Information provided by Settling Defendant Strube, or the financial or indemnity certification made by Settling Defendant Strube in Paragraph 37, is subsequently determined by EPA to be false or, in any material respect, inaccurate, Settling Defendant Strube shall forfeit all payments made pursuant to this Consent Decree and these covenants and the contribution protection in Paragraph 29 shall be null and void as to Settling Defendant Strube. Such forfeiture shall not constitute liquidated damages and shall not in any way foreclose the United States' right to pursue any other causes of action arising from Settling Defendant Strube's false or materially inaccurate information.

18. Covenant for Settling Federal Agencies by EPA. Except as specifically provided in Section IX (Reservation of Rights by United States), EPA covenants not to take administrative action against Settling Federal Agencies pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. This covenant shall take effect upon receipt by EPA of the payment required by Paragraph 8.a with any Interest due thereon under Paragraph 8.b (Interest). This covenant is conditioned upon the satisfactory performance by Settling Federal Agencies of their obligations under this Consent Decree. This covenant extends only to Settling Federal Agencies and does not extend to any other person.

IX. RESERVATION OF RIGHTS BY UNITED STATES

19. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants, and EPA and the federal natural resource trustees reserve, and this Consent Decree is without prejudice to, all rights against Settling Federal Agencies, with respect to all matters not expressly included within the Covenants for Settling Defendants by United States in Paragraph 17 and the Covenant for Settling Federal Agencies by EPA in Paragraph 18. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Defendants, and EPA and the federal natural resource trustees reserve, and this Consent Decree is without prejudice to, all rights against Settling Federal Agencies, with respect to:

- a. liability for failure of Settling Defendants or Settling Federal Agencies to meet a requirement of this Consent Decree;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;
- c. criminal liability;
- d. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

20. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to reinstitute or reopen this

action, or to commence a new action seeking relief other than as provided in this Consent Decree against Settling Defendant Strube, if the Financial Information provided by Settling Defendant Strube, or the financial or indemnity certification made by Settling Defendant Strube in Paragraph 37, is false or, in any material respect, inaccurate.

X. COVENANTS BY SETTLING DEFENDANTS AND SETTLING FEDERAL AGENCIES

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

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

b. any claim arising out of response actions at or in connection with the Site, for which the Past Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the Commonwealth of Pennsylvania, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States, including any department, agency, or instrumentality of the United States, pursuant to Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law for Past Response Costs.

22. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

23. Settling Defendants agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have for response costs relating to the Site against each other or any other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that a Settling Defendant may have against any person if such person asserts a claim or cause of action relating to the Site against such Settling Defendant.

24. Covenant by Settling Federal Agencies. Settling Federal Agencies agree not to assert any direct or indirect claim for reimbursement from the Hazardous Substance Superfund through CERCLA Sections 106(b)(2), 107, 111, 112, 113 or any other provision of law with respect to Past Response Costs and this Consent Decree. This covenant does not preclude demand for reimbursement from the Superfund of costs incurred by a Settling Federal Agency in the performance of its duties (other than pursuant to this Consent Decree) as lead or support agency under the National Contingency Plan (40 C.F.R. Part 300).

25. Claims Against *De Micromis* Parties. Settling Defendants agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have for all matters relating to the Site against any person where the person's liability to Settling Defendants with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials.

26. The waiver in Paragraph 25 shall not apply with respect to any defense, claim, or cause of action that a Settling Defendant may have against any person meeting the above criteria if such person asserts a claim or cause of action relating to the Site against such Settling Defendant. This waiver also shall not apply to any claim or cause of action against any person meeting the above criteria if EPA determines:

a. that such person has failed to comply with any EPA requests for information or administrative subpoenas issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) or 9622(e), or Section 3007 of RCRA, 42 U.S.C. § 6927, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site, or has been convicted of a criminal violation for the conduct to which this waiver would apply and that conviction has not been vitiated on appeal or otherwise; or

b. that the materials containing hazardous substances contributed to the Site by such person have contributed significantly, or could contribute significantly, either individually or in the aggregate, to the cost of response action or natural resource restoration at the Site.

27. Claims Against *De Minimis* and Ability to Pay Parties. Settling Defendants agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have for response costs relating to the Site against any person that has entered into a final settlement based on limited ability to pay with EPA with respect to the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that a Settling Defendant may have against any person if such person asserts a claim or cause of action relating to the Site against such Settling Defendant.

XI. EFFECT OF SETTLEMENT/CONTRIBUTION

28. Except as provided in Paragraphs 25 (Claims Against *De Micromis* Parties) and 27 (Claims Against *De Minimis* and Ability to Pay Parties), nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as provided in Paragraphs 25 (Claims Against *De Micromis* Parties) and 27 (Claims Against *De Minimis* and Ability to Pay Parties), each of the Parties expressly

reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613, defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Consent Decree diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2) and (3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

29. The Parties agree, and by entering this Consent Decree this Court finds, that this settlement constitutes a judicially-approved settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that each Settling Defendant and each Settling Federal Agency is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are Past Response Costs.

30. Each Settling Defendant shall, with respect to any suit or claim brought by it for matters related to this Consent Decree, notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Defendant also shall, with respect to any suit or claim brought against it for matters related to this Consent Decree, notify EPA and DOJ in writing within ten (10) days after service of the complaint or claim upon it. In addition, each Settling Defendant shall notify EPA and DOJ within ten (10) days after service or receipt of any Motion for Summary Judgment, and within ten (10) days after receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

31. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph 31 affects the enforceability of the Covenants by Plaintiff set forth in Section VIII.

XII. ACCESS TO INFORMATION

32. Settling Defendants shall provide to EPA, upon request, copies of all records, reports, or information (including records, reports, documents and other information in electronic form) (hereinafter referred to as “Records”) within their possession or control or that of their contractors or agents relating to activities at the Site, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Site.

33. Confidential Business Information and Privileged Documents.

a. Settling Defendants may assert business confidentiality claims covering part or all of the Records submitted to Plaintiff under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Records determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA, or if EPA has notified Settling Defendants that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such Records without further notice to Settling Defendants.

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

34. No claim of confidentiality or privilege shall be made with respect to any data, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other records evidencing conditions at or around the Site.

XIII. RETENTION OF RECORDS AND CERTIFICATION

35. Until seven (7) years after the entry of this Consent Decree, Settling Defendants shall preserve and retain all non-identical copies of Records now in their possession or control, or that come into their possession or control, that relate in any manner to response actions taken at the Site or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary. Destruction after this seven (7) year period will be done pursuant to existing corporate retention policies in effect at that time.

36. After the conclusion of the seven (7) year document retention period in the preceding Paragraph 35, Settling Defendants shall notify EPA and DOJ at least 90 days prior to the destruction of any such Records, and, upon request by EPA or DOJ, Settling Defendants shall deliver any such Records to EPA. Settling Defendants may assert that certain Records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If any Settling Defendant asserts such a privilege in lieu of providing Records, it shall provide Plaintiff with the following: (a) the title of the Record; (b) the date of the Record; (c) the name,

title, affiliation (e.g., company or firm), and address of the author of the Record; (d) the name and title of each addressee and recipient; (e) a description of the subject of the Record; and (f) the privilege asserted. If a claim of privilege applies only to a portion of a Record, the Record shall be provided to the United States in redacted form to mask the privileged portion only. Settling Defendants shall retain all Records that they claim to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Defendants' favor. However, no Records created or generated pursuant to the requirements of this or any other settlement with EPA pertaining to the Site shall be withheld from the United States on the grounds that they are privileged or confidential.

37. Certifications.

a. Each Settling Defendant certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any Records (other than identical copies) relating to its potential liability regarding the Site since the earlier of notification of potential liability by the United States or the State or the filing of suit against it regarding the Site, and that it has fully complied with any and all EPA requests for information regarding the Site and Settling Defendant's financial circumstances, including but not limited to indemnity information, pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e);

b. Strube certifies that to the best of its knowledge and belief, after thorough inquiry, it has submitted to EPA financial information that fairly, accurately, and materially sets forth its financial circumstances, and that those circumstances have not materially changed between the time the financial information was submitted to EPA and the time Settling Defendants execute this Consent Decree; and

c. Strube certifies that to the best of its knowledge and belief, after thorough inquiry, it has fully disclosed any information regarding the existence of any indemnity agreements that may cover claims relating to cleanup of the Site, and submitted to EPA upon request such indemnity agreements and information.

XIV. NOTICES AND SUBMISSIONS

38. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified in this Section XIV shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to EPA, DOJ, and Settling Defendants, respectively.

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DOJ # 90-11-3-10488

and

Chief, Environmental Defense Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 23986
Washington, D.C. 20026-3986
Re: DOJ # 90-11-6-18772

As to EPA:

Robin E. Eiseman (3RC41)
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency, Region III
1650 Arch Street
Philadelphia, PA 19103

As to The Estate of Craig E. Dallmeyer:

Harry Weiss
Ballard Spahr LLP
1735 Market St., 51st Floor
Philadelphia, PA 19103

As to Donald C. Dallmeyer:

Alexandra C. Chiaruttini
Stock and Leader
Susquehanna Commerce Center East
221 W. Philadelphia St., Suite 600
York, PA 17401

As to Strube:

J. Patrick Rieder
Law Office of J. Patrick Rieder
2536 Eastern Blvd., 193
York, PA 17402

XV. RETENTION OF JURISDICTION

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

XVI. INTEGRATION/APPENDICES

40. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding between the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree:

“Appendix A” is a map of the Site;

“Appendix B” is a certification by Settling Defendant Strube, Inc. of the Financial Information submitted to EPA;

“Appendix C” is the Lien Release Agreement.

XVII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

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

42. If for any reason this Court should decline to approve this Consent Decree in the form presented, this Consent Decree is voidable at the sole discretion of any Party and the terms of the Consent Decree may not be used as evidence in any litigation between the Parties.

XVIII. SIGNATORIES/SERVICE

43. Each undersigned representative of a Party to this Consent Decree certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

44. Each Settling Defendant agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

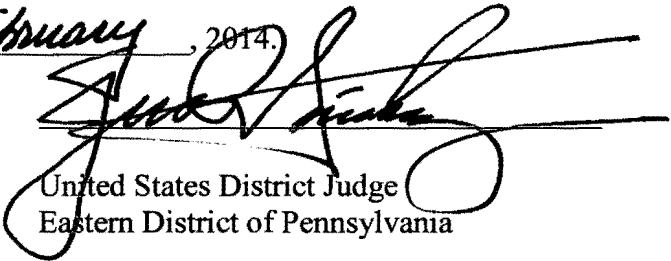
45. Each Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on its behalf with respect to all matters arising under or relating to this Consent Decree. Settling Defendants

hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons.

XIX. FINAL JUDGMENT

46. Upon entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States and Settling Defendants. The Court enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS 26th DAY OF February, 2014.


United States District Judge
Eastern District of Pennsylvania

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Strube, Inc., relating to the Strube, Inc. Superfund Site in Lancaster County, Pennsylvania.

FOR THE UNITED STATES OF AMERICA:

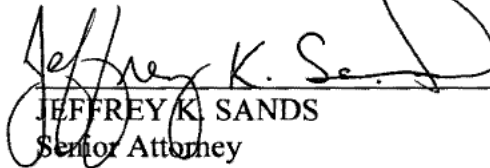
Date: 12/11/13



ROBERT G. DREHER
Acting Assistant Attorney General
U.S. Department of Justice
Environment and Natural Resources Division

NATHANIEL DOUGLAS
Deputy Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division

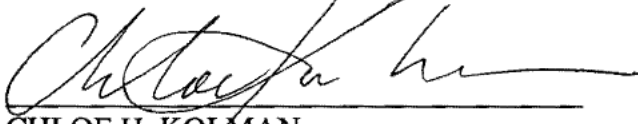
Date: 12/12/13



JEFFREY K. SANDS
Senior Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

LETITIA J. GRISHAW
Chief
Environmental Defense Section
Environment and Natural Resources Division

Date: 12/12/13



CHLOE H. KOLMAN
Trial Attorney
Environmental Defense Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 23986
Washington, D.C. 20026-3986

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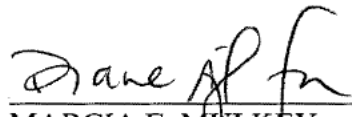
THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Strube, Inc., relating to the Strube, Inc. Superfund Site in Lancaster County, Pennsylvania.

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

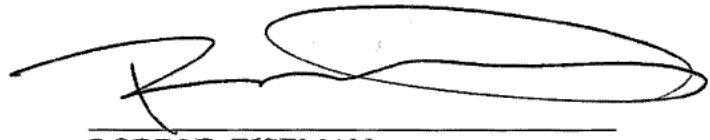
9/4/13
Date


SHAWN M. GARVIN
Regional Administrator
U.S. Environmental Protection Agency, Region III

8/28/13
Date


MARCIA E. MULKEY
Regional Counsel
U.S. Environmental Protection Agency, Region III

8/28/13
Date


ROBIN E. EISEMAN
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency, Region III
1650 Arch Street
Philadelphia, PA 19103-2029
(215) 814-2612
Eisman.Robin@epa.gov

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Strube, Inc., relating to the Strube, Inc. Superfund Site in Lancaster County, Pennsylvania.

FOR STRUBE, INC.:

8/26/13
Date

Robert B. Burns
NAME

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

Name (print): Robert B. Burns
Title: General Counsel
Address: 625 W. Market St Merion PA 17547
Phone: 717-426-1900 x 33
email: rburns@strubeinc.net

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Strube, Inc., relating to the Strube, Inc. Superfund Site in Lancaster County, Pennsylvania.

FOR THE ESTATE OF CRAIG E. DALLMEYER:

8/26/13
Date


NAME

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

Name (print): CARL E. DALLMEYER

Title: PERSONAL REPRESENTATIVE

Address: 4775 N. SHERMAN ST EXT MT WOLF PD 17347

Phone: (717) 577-1201

email: CED77@COMCOST.NET

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Strube, Inc., relating to the Strube, Inc. Superfund Site in Lancaster County, Pennsylvania.

FOR DONALD C. DALLMEYER:

Aug 29, 2013
Date

Donald C. Dallmeyer
NAME

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

Name (print): Alexandra C. Chiaruttini

Title: Attorney

Address: Stock and Leader, 221 W. Philadelphia Street, Suite E600, York, PA 17401

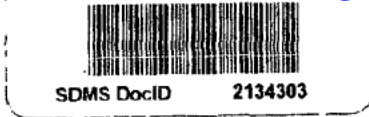
Phone: (717) 846-9800

~~email:~~

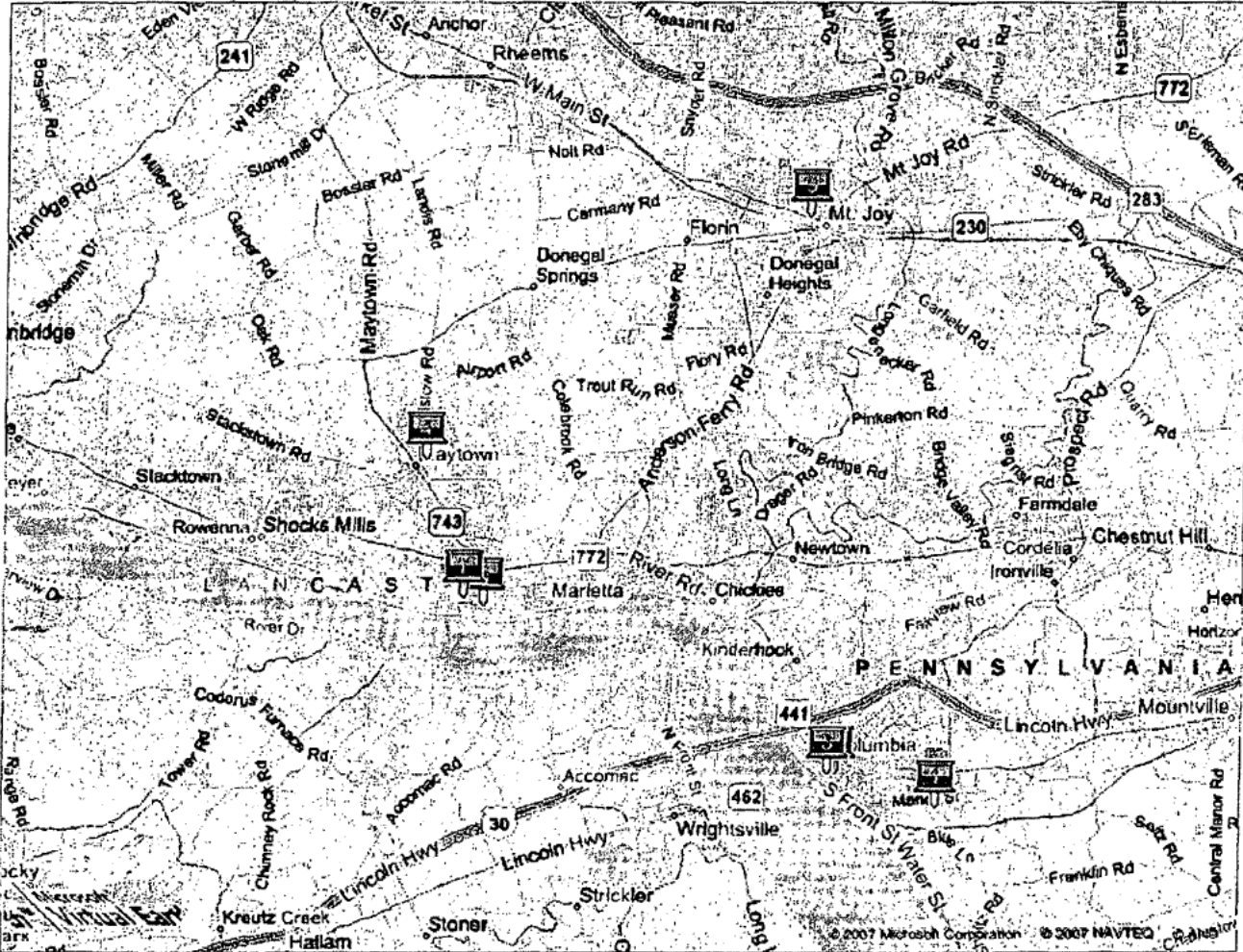
Appendix A

Strube Locations

1. 1280 Franklin St, Columbia, PA 17512-1921
2. 224 Locust St, Columbia, PA 17512-1111
3. 172 S 2nd St, Columbia, PA 17512-1434
4. 131 E High St, Maytown, PA 17550
5. 240 W Main St, Mount Joy, PA 17552-1214
6. 637 W Market St, Marietta, PA 17547-1014
7. 693 W Market St, Marietta, PA 17547-1020



ORIGINAL
RED



Appendix B

**DECLARATION OF ROBERT BURNS, ON BEHALF OF STRUBE, INC.,
IDENTIFYING FINANCIAL DOCUMENTS/INFORMATION PROVIDED TO THE
UNITED STATES RELATED TO THE CONSENT DECREE IN THIS CIVIL ACTION
BETWEEN UNITED STATES AND SETTLING DEFENDANTS¹**

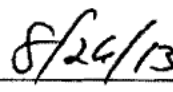
I, Robert Burns, hereby certify that to the best of my knowledge, information and belief the following documents represent true, accurate and complete responses to the United States' requests concerning my financial condition and the financial condition of Strube, Inc. I further certify that there are no other documents that would show a materially different financial position.

1. U.S. Corporate Income Tax Returns for Strube, Inc. the fiscal years ending March 31, 2003 through March 31, 2012.
2. Financial Statement of Corporate Debtor signed by Robert B. Burns on January 13, 2012, dated February 2, 2010.
3. Accounting Statements prepared for Strube, Inc. by Brenner Accounting Services for the fiscal years endings March 31, 2002 to 2011.
4. Electronic submissions made on behalf of Strube, Inc. submitted by Kirsten L. Nathanson Partner, Crowell & Moring LLP on March 17, 2008, March 27, 2008, and April 18, 2008.
5. Strube, Inc. Property Appraisals Conducted by EnergySolutions, May 2009.
6. Letter dated May 5, 2008 from Kirsten L. Nathanson, Partner, Crowell & Moring LLP regarding Strube Inc. Insurance 104(e) Request and all attachments to that Letter.
7. Letter dated May 12, 2008 from Kirsten L. Nathanson, Partner, Crowell & Moring LLP regarding Strube Inc. Insurance 104(e) Request and all attachments to that Letter.
8. Lien Release Agreement dated June 15, 2010, between the United States Environmental Protection Agency and Strube, Inc.
9. Escrow Agreement by and among Citizens Bank of Pennsylvania, the Pennsylvania Department of Environmental Protection and Strube, Inc. dated June 18, 2010.

I declare under penalty of perjury under the laws of the United States of America that the foregoing documents and information are true and correct to best of my knowledge, recognizing that some of the documents and/or information were prepared by third parties based upon information that was supplied by me.



Robert Burns, General Counsel



DATE

¹ Attachments to letters and documents are assumed to be included notwithstanding their specific identification.

Appendix C

LIEN RELEASE AGREEMENT

THIS LIEN RELEASE AGREEMENT ("Agreement") by and between the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION III (hereinafter, "EPA"),

AND

STRUBE, INC. (hereinafter, "Strube"),

WITNESSETH:

WHEREAS, Pennsylvania Radioactive Materials License No. PA-1004 (the "License") was issued to Strube by the Pennsylvania Department of Environmental Protection pursuant to the Radiation Protection Act, the Act of July 10, 1984 (No. 147, P.L. 688)(35 P.S. §§ 7110.101-7110.703);

WHEREAS, Strube is required under the License to decommission certain parcels of property located at the following locations (the "Decommissioning") pursuant to the License:

637 West Market Street, Marietta, PA 17547
1280 Franklin Street, Columbia, PA 17512
172 South Second Street, Columbia, PA 17512
244-228 Locust Street, Columbia, PA 17512
240 West Main Street, Mt. Joy, PA 17552
131 East High Street, Maytown, PA 17550

WHEREAS, Strube has already completed the decommissioning of 131 East High Street, Maytown, PA 17550;

WHEREAS, Strube desires to sell certain parcels of property (the "Property") identified as:

1280 Franklin Street, Columbia, PA 17512
172 South Second Street, Columbia, PA 17512
244-228 Locust Street, Columbia, PA 17512
240 West Main Street, Mt. Joy, PA 17552
131 East High Street, Maytown, PA 17550;

WHEREAS, the Property is part of the Strube, Inc Site (“the Site”);

WHEREAS, a lien in favor of EPA pursuant to Section 107(l) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), as amended, 42 U.S.C. § 9607(l), was recorded in the County of Lancaster, Office of the Prothonotary, on July 9, 2009, Case Number CI-09-10512, and in the Office of the Clerk, United States District Court for the Eastern District of Pennsylvania, on June 30, 2009, Docket No. 2:09-mc-00108 (collectively, the “Superfund Lien”);

WHEREAS, the proceeds from Strube’s sale of the Property will provide a substantial benefit for the removal response at the Site and will reduce the extent of the potential liability of all persons who are liable under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a);

NOW, THEREFORE, the parties hereto agree as follows:

1. Contemporaneously with this Lien Release Agreement, Strube has established an Escrow Agreement with the Pennsylvania Department of Environmental Protection and Citizens Bank of Pennsylvania. The Escrow Agreement requires, among other things, the creation of Escrow Account B (“Account B”). The purpose of the Escrow Agreement is to satisfy Strube’s financial obligations under the License and to allow for the remainder of Account B to be used as partial reimbursement toward EPA’s past costs.

2. Within thirty (30) days of decommissioning any portion of the Property, Strube will use Best Efforts to list all portions of the Property that have been decommissioned for sale. For purposes of this Lien Release Agreement, “Best Efforts” shall include, at a minimum, the following:

(a) developing a marketing plan to include direct contact with prospective purchasers, advertisement of the sale of the decommissioned portion(s) of the Property in appropriate publications, and other solicitation of prospective purchasers as appropriate, including any notice of land use restrictions as set forth in an Environmental Covenant;

(b) implementing the marketing plan;

(c) responding to the reasonable inquiries of prospective purchasers;

(d) maintaining, to the extent practicable, the decommissioned portion(s) of the Property in a condition suitable for exhibition to prospective purchasers;

(e) allowing the decommissioned portion(s) of the Property to be shown at all reasonable times;

(f) assisting a broker, dealer, agent, or consultant in any other reasonable way requested in an effort to sell the decommissioned portion(s) of the Property at the highest price possible and in an expeditious manner; and

(g) timely paying all real estate taxes and water and sewer assessments levied against the decommissioned portion(s) of the Property.

3. Strube may enter into an agreement with an agent or custodian to act on behalf of Strube to facilitate the marketing and sale of the decommissioned portion(s) of the Property.

4. Every six months following the effective date of the Lien Release Agreement, Strube shall submit to EPA a report identifying all actions taken during the previous six months to sell the decommissioned portion(s) of the Property. Such reports shall be due within 30 days

of the end of each six month period and are required to be submitted until all decommissioned portion(s) of the Property have been sold.

5. Strube shall ensure that the listing agreement with the real estate broker, dealer, agent, or consultant provides that said broker, dealer, agent or consultant shall timely provide to EPA copies of all advertising published with respect to any decommissioned portion(s) of the Property, indicating when such advertising is/was displayed. Copies shall be considered timely if the copies arrive at EPA within thirty days (30) of when such advertising is/was displayed.

6. Strube agrees to provide EPA a copy of any purchase offer for the decommissioned portion(s) of the Property, or any portion thereof, within forty-eight (48) hours of receipt of any such offer. If EPA does not object to the proposed transfer within twenty (20) days of EPA's receipt of the purchase offer, Strube may proceed with execution of a contract for sale on the terms identified in the purchase offer. In the event that any material term of the purchase offer is modified after being provided to EPA, Strube must submit the modification to EPA within five (5) days of the date the modification is proposed. If EPA does not object to the proposed modification within twenty (20) days of EPA's receipt of the proposed modification, Strube may proceed with the contract for sale on the modified terms. Strube shall receive no fee for its efforts to sell the decommissioned portion(s) of the Property. Strube agrees to close the sale of the decommissioned portion(s) of the Property within the time period established in the contract for the sale of the decommissioned portion(s) of the Property, unless otherwise agreed to in writing by Strube and EPA.

7. At least thirty (30) Days before any sale of any decommissioned portion(s) of the Property by Strube, Strube shall notify EPA of the proposed sale with a written notice describing

the decommissioned portion(s) of the Property to be sold, the identity of the purchaser, the terms of the sale, including the estimated net proceeds, the estimated closing costs, the consideration to be paid, a copy of the sale or purchase agreement, and the name and address of the title company or other entity conducting the closing ("Closing Agent").

8. EPA shall have fifteen (15) days after its receipt of the notice described in Paragraph 7 to object to any of the estimates contained in the notice. If EPA does not object to any of the estimates contained in the notice, EPA shall deliver to the Closing Agent a release of the decommissioned portion(s) of the Property to be released from the Superfund Lien in a form suitable for filing in the Prothonotary's Office and the Office of the Clerk of the United States District Court for the Eastern District of Pennsylvania.

9. Upon the sale of any decommissioned portion(s) of the Property, Strube shall pay to Escrow Account B the "Net Sales Proceeds" from the sale of the decommissioned portion(s) of the Property. The Net Sales Proceeds from the sale of the decommissioned portion(s) of the Property shall be calculated by subtracting from the purchase price the following costs:

- (a) the real estate broker, dealer, agent, or consultant's fee or commission (including advertising costs), if any, up to a maximum of six (6) percent of the purchase price;
- (b) required recording fees normally paid by a seller in Pennsylvania;
- (c) required transfer taxes normally paid by a seller in Pennsylvania;
- (f) reasonable attorney fees related solely to the closing on the sale of the decommissioned portion(s) of the Property.

10. Contemporaneously with the payment of Net Sale Proceeds to Account B, the Closing Agent shall record the partial release of lien.

11. In the event there is any dispute with regard to the closing costs and the Net Sales Proceeds, the disputed portion(s) of the funds shall be held in escrow for the benefit of the Parties pending resolution of the dispute.

12. At the time of the payment described in Paragraph 9, above, Closing Agent shall send notice that such payment has been made by email to Robin E. Eiseman at eiseman.robin@epa.gov and Leo Mullin at mullin.leo@epa.gov. Written notice shall be sent to

U.S. EPA Region III
Attention: Robin E. Eiseman
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

13. Within ten days after the sale of the last decommissioned portion of the Property, the Escrow Agent shall remit the balance of funds in Escrow Account B to EPA for payment of past costs, unless otherwise directed by EPA or by agreement of the parties. The payment to EPA from Escrow Account B, shall be made by Electronic Funds Transfer ("EFT") in accordance with current EFT procedures to be provided to the Escrow Agent by EPA, and shall be accompanied by a statement identifying the name and address of the party making the payment, the Site name, the EPA Region and Site Spill ID Number A3KH for this action.

14. At the time of the payment described in Paragraph 13 above, Escrow Agent shall send notice that such payment has been made by email to acctsreceivable.cinwd@epa.gov and eiseman.robin@epa.gov and by letter to the following offices:

EPA Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, Ohio 45268

Office of the Regional Comptroller (3PM30)
U.S. EPA Region III
Attention: Barbara Borden
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

15. Except as expressly provided in this Agreement, the EPA and the United States reserve, and this Agreement is without prejudice to, all rights against Strube with respect to all other matters, including but not limited to:

- a. Liability of Strube for failure to meet a requirement of this Agreement;
- b. Liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessment incurred by federal agencies other than EPA;
- c. Criminal liability;
- d. Liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606; and
- e. Liability for response costs incurred or to be incurred by the United States.

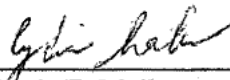
16. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, and may not be modified or amended except in a writing executed by all the parties hereto.

17. By entering into this Agreement, Strube does not admit the validity or amount of EPA's Past Costs or agree to reimburse any such Past Costs except as provided herein and subject to a reservation of any and all rights.

18. This Agreement may be executed in multiple counterparts which, taken together, shall constitute one legally binding instrument.

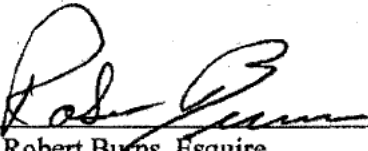
The parties have hereunto set their hands and seals as of the day and year written below,
intending to be legally bound hereby.

UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY, REGION III

By: 
for Marcia E. Mulkey
Regional Counsel

Date: 6/15/10

STRUBE, INC.

By: 
Robert Burns, Esquire
General Counsel, Strube, Inc.

Date: 6/21/10