



IN THE MATTER OF:) AGREEMENT FOR PAYMENT
) OF PAST RESPONSE COSTS
)
 AMBER OIL SITE)
 1016 N. HAWLEY ROAD) U.S. EPA Region 5
 MILWAUKEE, WISCONSIN) CERCLA Docket No. V-W- '08-C-911
)
)
) PROCEEDING UNDER SECTION
) 122(h)(1) OF CERCLA
) 42 U.S.C. § 9622(h)(1)

I. JURISDICTION

1. This Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("U.S. EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the U.S. EPA by U.S. EPA Delegation No. 14-14-D and redelegated to the Director, Superfund Division Region 5 by Delegation No. 14-14-D.

2. This Agreement is made and entered into by U.S. EPA and the Settling Parties listed in Appendix A to this Agreement ("Settling Parties"). Each Settling Party consents to and will not contest U.S. EPA's authority to enter into this Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Agreement concerns the Amber Oil Site situated at 1016 N. Hawley Road in Milwaukee, Wisconsin ("Site"). U.S. EPA alleges that the Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

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

5. In performing response actions, U.S. EPA has incurred response costs at or in connection with the Site.

6. U.S. EPA alleges that Settling Parties 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 or to be incurred at or in connection with the Site.

7. U.S. EPA has determined that the total past and projected response costs of the United States at or in connection with the Site will not exceed \$500,000. Pursuant to CERCLA Section 122(h)(1), U.S. EPA has the authority to settle this claim without the prior approval of the Attorney General.

8. U.S. EPA and Settling Parties recognize that this Agreement has been negotiated in good faith and that this Agreement is entered into without the admission or adjudication of any issue of fact or law.

III. PARTIES BOUND

9. This Agreement shall be binding upon U.S. EPA and upon Settling Parties and their successors and assigns. Any change in ownership or corporate or other legal status of a Settling Party, including but not limited to, any transfer of assets or real or personal property, shall in no way alter such Settling Party's responsibilities under this Agreement. Each signatory to this Agreement certifies that he or she is authorized to enter into the terms and conditions of this Agreement and to bind legally the party represented by him or her.

IV. DEFINITIONS

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

a. "Agreement" shall mean this Agreement and any attached appendix. In the event of conflict between this Agreement and any appendix, the Agreement shall control.

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

c. "Day" shall mean a calendar day. In computing any period of time under this Agreement, 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. "U.S. EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

e. "Interest" shall mean interest at the rate specified for interest on investments of the U.S. EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1st 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 1st of each year.

f. "Paragraph" shall mean a portion of this Agreement identified by an Arabic numeral or a lower case letter.

g. "Parties" shall mean U.S. EPA and Settling Parties.

h. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that U.S. EPA has paid at or in connection with the Site.

i. "Section" shall mean a portion of this Agreement identified by a Roman numeral.

j. "Settling Parties" shall mean those parties identified in Appendix A.

k. "Site" shall mean the Amber Oil Site, encompassing approximately 2.2 acres, located at 1016 N. Hawley Road, Milwaukee, Wisconsin.

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

V. PAYMENT OF RESPONSE COSTS

11. Within thirty (30) days of the effective date of this Agreement, Settling Parties shall pay to U.S. EPA ONE HUNDRED AND NINETY THOUSAND DOLLARS (\$190,000).

12. Payment by Settling Parties shall be made to U.S. EPA by certified or cashier's check made payable to "U.S. EPA Hazardous Substance Superfund." The check shall identify the name and address of the parties making payment, the "Amber Oil Site" by name, U.S. EPA Region 5, the Amber Oil Site/Spill ID Number 05RG, and the U.S. EPA docket number for this action.

Settling Parties shall send the check to:

U.S. EPA
Superfund Payments
Cincinnati Finance Center
P.O. Box 979076
St. Louis, MO 63197-9000

13. At the time of payment, Settling Parties shall also send notice that payment has been made to U.S. EPA in accordance with Section XIII (Notices and Submissions). Such notice shall

reference the Amber Oil Site, U.S. EPA Region 5 and Site/Spill ID Number 05RG, and the U.S. EPA docket number for this action.

14. The total amount to be paid pursuant to Paragraph 11 by Settling Parties shall be deposited in the U.S. EPA Hazardous Substance Superfund.

VI. FAILURE TO COMPLY WITH AGREEMENT

15. Interest on Late Payments. If any Settling Party fails to make any payment required by Paragraph 11 by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

16. Stipulated Penalty.

a. If any amounts due to U.S. EPA under Paragraph 11 are not paid by the required date, Settling Parties shall be in violation of this Agreement and shall pay to U.S. EPA, as a stipulated penalty per day, in addition to the Interest required by Paragraph 15: \$500 per day for the 1st through 7th day; \$1,000 per day for the 8th through 14th day; and \$1,500 per day for the 15th day and beyond that such payment is late.

b. Stipulated penalties are due and payable within thirty (30) days of the date of demand for payment of the penalties by U.S. EPA. All payments to U.S. EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made payable to "U.S. EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall reference the name and address of the parties making payment, the Amber Oil Site, U.S. EPA Region 5 and Site Spill ID Number 05RG, and the U.S. EPA Docket Number for this action. Settling Parties shall send the check and any accompanying letter to:

U.S. EPA Superfund
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

c. At the time of each payment, Settling Parties shall also send notice that payment has been made to U.S. EPA in accordance with Section XIII (Notices and Submissions). Such notice shall identify the Amber Oil Site, U.S. EPA Region 5 and Site Spill ID Number 05RG and the U.S. EPA Docket Number for this action.

d. Penalties shall accrue as provided in this Paragraph regardless of whether U.S. EPA has notified Settling Parties of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall

continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Agreement.

17. In addition to the Interest and Stipulated Penalty payments required by this Section and any other remedies or sanctions available to U.S. EPA by virtue of Settling Parties' failure to comply with the requirements of this Agreement, any Settling Party who fails or refuses to comply with the requirements of this Agreement shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of U.S. EPA, brings an action to enforce this Agreement, Settling Parties shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

18. The obligations of Settling Parties to pay amounts owed to U.S. EPA under this Agreement are joint and several. In the event of the failure of any one or more Settling Parties to make the payments required under this Agreement, the remaining Settling Parties shall be responsible for such payments.

19. Notwithstanding any other provision of this Section, U.S. EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Agreement. Payment of stipulated penalties shall not excuse Settling Parties from payment as required by Section V or from performance of any other requirements of this Agreement.

VII. COVENANT NOT TO SUE BY U.S. EPA

20. Covenant Not to Sue by U.S. EPA. Except as specifically provided in Section VIII (Reservations of Rights by U.S. EPA), U.S. EPA covenants not to sue or take administrative action against Settling Parties 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 U.S. EPA of all amounts required by Section V (Payment of Response Costs) and any amounts due under Section VI (Failure to Comply with Agreement). This covenant not to sue is conditioned upon the satisfactory performance by Settling Parties of their obligations under this Agreement. This covenant not to sue extends only to Settling Parties and does not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY U.S. EPA

21. U.S. EPA reserves, and this Agreement is without prejudice to, all rights against Settling Parties with respect to all matters not expressly included within the Covenant Not to Sue by U.S. EPA in Paragraph 20. Notwithstanding any other provision of this Agreement, U.S. EPA reserves all rights against Setting Parties with respect to:

- a. liability for failure of Settling Parties to meet a requirement of this Agreement;

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

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

d. criminal liability; and

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

22. Nothing in this Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a signatory to this Agreement.

IX. COVENANT NOT TO SUE BY SETTLING PARTIES

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

a. any direct or indirect claim for reimbursement from the U.S. EPA 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 claims arising out of the response actions at the Site for which the Past Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the State of Wisconsin, 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; and

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

24. Nothing in this Agreement 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).

25. Settling Parties agree not to assert any claims and to waive all claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any person where the person's liability to Settling Parties 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 Party 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 Party. This waiver also shall not apply to any claim or cause of action against any person meeting the above criteria if U.S. EPA determines:

a. that such person has failed to comply with any U.S. 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 the Solid Waste Disposal Act (also known as the Resource Conservation and Recovery Act or "RCRA"), 42 U.S.C. § 6972, 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.

X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

27. Except as provided in Paragraphs 25 and 26, nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Agreement. Except as provided in Paragraphs 25 and 26, the Parties expressly reserve any and all rights including, but not limited to, any right to contribution, defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

28. U.S. EPA and Settling Parties agree that the actions undertaken by Settling Parties in accordance with this Agreement do not constitute an admission of any liability by any Settling Party. Settling Parties do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Agreement, the validity of the facts or allegations contained in Section II of this Agreement.

29. The Parties agree that Settling Parties are entitled, as of the effective date of this Agreement, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Agreement. The "matters addressed" in this Agreement are Past Response Costs.

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

31. In any subsequent administrative or judicial proceeding initiated by U.S. EPA, or by the United States on behalf of U.S. EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Parties 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 in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue by U.S. EPA set forth in Section VII.

XI . ACCESS; ACCESS TO INFORMATION

32. Notwithstanding any provision of this Agreement, U.S. EPA retains all of its access authorities and rights, as well as all of its rights to require land/water use restrictions, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulations.

33. Settling Parties shall provide to U.S. EPA, upon request, copies of all records, reports, or information (hereinafter referred to as "records") within their possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Agreement, 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.

34. Confidential Business Information and Privileged Documents.

a. Settling Parties may assert business confidentiality claims covering part or all of the records submitted to U.S. EPA under this Agreement 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 U.S. 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 U.S. EPA, or if U.S. EPA has notified Settling Parties 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 Parties.

b. Settling Parties may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Parties assert such a privilege in lieu of providing records, they shall provide U.S. EPA 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 U.S. EPA in redacted form to mask the privileged information only. Settling Parties shall retain all records that they claim to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Parties' favor. However, no records created or generated pursuant to the requirements of this or any other settlement with the U.S. EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

35. No claim of confidentiality 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 documents or information evidencing conditions at or around the Site.

XII. RETENTION OF RECORDS

36. Until ten (10) years after the effective date of this Agreement, each Settling Party shall preserve and retain all records, reports, or information (hereinafter referred to as "records") now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or to the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary.

37. After the conclusion of the ten (10)-year document retention period in the preceding paragraph, Settling Parties shall notify U.S. EPA at least ninety (90) days prior to the destruction of any such records and, upon request by U.S. EPA, Settling Parties shall deliver any such records to U.S. EPA. Settling Parties may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Parties assert such a privilege, they shall provide U.S. EPA 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 U.S. EPA in redacted form to mask the privileged information only. Settling Parties shall retain all records that they claim to be privileged until U.S. EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Parties' favor. However, no records created or generated pursuant to the requirements of this or any other settlement with the U.S. EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

38. Each Settling Party hereby 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, reports, or information relating to its potential liability regarding the Site since notification of potential liability by the United States or the State or the filing of suit against it regarding the Site. Upon the effective date of this Agreement, U.S. EPA will withdraw, as relates to Settling Parties, its February 2008 request for information pursuant to CERCLA Section 104(e) Site.

XIII. NOTICES AND SUBMISSIONS

39. Whenever, under the terms of this Agreement, 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 herein shall constitute complete satisfaction of any written notice requirement of this Agreement with respect to U.S. EPA and Settling Parties.

As to U.S. EPA :

Jerome P. Kujawa
U.S. EPA –ORC (C-14J)
77 West Jackson Boulevard
Chicago, IL 60604

“kujawa.jerome@epa.gov”

William Messenger
U.S. EPA OSF (C-6J)
77 West Jackson Boulevard.
Chicago, IL 60604

U.S. EPA Region 5 Comptroller’s Office
77 West Jackson Boulevard
Chicago, IL 60604

As to Settling Parties:

P. Duncan Moss
Godfrey & Kahn, S.C.
One East Main Street, Suite 500
P.O. Box 2719
Madison, WI 53701-2719

XIV. INTEGRATION/APPENDICES

40. This Agreement and its appendices constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Agreement. The following appendices are attached to and incorporated into this Agreement: "Appendix A" is a complete list of the Settling Parties.

XV. PUBLIC COMMENT

41. This Agreement shall be subject to a public comment period of not less than thirty (30) days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, U.S. EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

XVI. EFFECTIVE DATE

42. The effective date of this Agreement shall be the date upon which U.S. EPA issues written notice to the Settling Parties that the public comment period pursuant to Paragraph 41 has closed and that comments received, if any, do not require modification of or U.S. EPA withdrawal from this Agreement.

IT IS SO AGREED:

U.S. Environmental Protection Agency

By: Richard C Karl

9-4-06

Richard C. Karl
Director, Superfund Division
U.S. EPA Region 5, Chicago IL

Date

By: Jerome P Kujawa

Aug 23, 2008

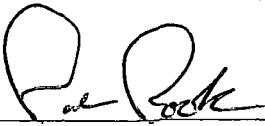
Jerome P. Kujawa
Associate Regional Counsel
U.S. EPA Region 5, Chicago, IL

Date

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Amber Oil Site relating to the Amber Oil Site at 1016 N. Hawley Road, Milwaukee, Wisconsin:

FOR SETTLING PARTY: AAA SALES & ENGINEERING, INC
1120 W. NORTHBRANCH DRIVE
OAK CREEK, WI 53154

Address of Settling Party

By:  AUGUST 1, 2008
PAUL ROOK, PRESIDENT

Name and Title of approving official

Date

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Amber Oil Site relating to the Amber Oil Site at 1016 N. Hawley Road, Milwaukee, Wisconsin:

FOR SETTLING PARTY: Ad-Tech Industries, Incorporated

110 South Votek Drive, P.O. Box 505, Watertown, WI 53094

Address of Settling Party

By: William Neeman 8/13/08

William Neeman General Manager

Date 08/13/2008

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Amber Oil Site relating to the Amber Oil Site at 1016 N. Hawley Road, Milwaukee, Wisconsin:

FOR SETTLING PARTY: ALLIANCE LAUNDRY SYSTEMS, LLC
119 Shepard Street
Ripon, WI 54971

Address of Settling Party

By: *Todd Kaull* *Plant Manager* *3/11/08*
Todd Kaull

Name and Title of approving official

Date

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Amber Oil Site relating to the Amber Oil Site at 1016 N. Hawley Road, Milwaukee, Wisconsin:

FOR SETTLING PARTY: The Black and Decker Corporation

701 E. Joppa Road
Towson, MD 21286

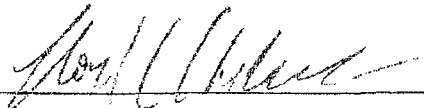
By: Linda H. Biagioni Aug. 1, 2008
Linda H. Biagioni, Vice President Date

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Amber Oil Site relating to the Amber Oil Site at 1016 N. Hawley Road, Milwaukee, Wisconsin:

FOR SETTLING PARTY: Brunswick Corporation

1 North Field Court, Lake Forest, IL 60045

Address of Settling Party

By:  8-13-2008
Vice President and General Counsel
Name and Title of approving official Date

3131507_1

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Amber Oil Site relating to the Amber Oil Site at 1016 N. Hawley Road, Milwaukee, Wisconsin:

FOR SETTLING PARTY: Epicor Industries, Inc. (formerly dba Plews/Edelmann)

1550 Franklin Grove Road
Dixon, IL 61021

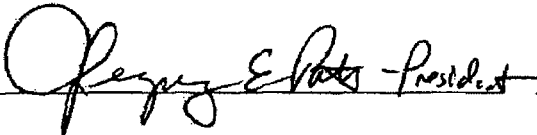
By: Mildred P. Woryk 8/4/08
Mildred P. Woryk, Vice President Date

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Amber Oil Site relating to the Amber Oil Site at 1016 N. Hawley Road, Milwaukee, Wisconsin:

FOR SETTLING PARTY: F. Ziegler Enterprises, LTD.

1209 Industrial Parkway Fond du Lac, WI
54937

Address of Settling Party

By:  President 8/5/08

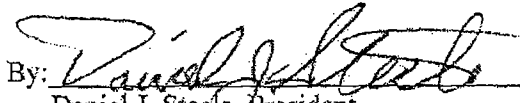
Name and Title of approving official

Date

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Amber Oil Site relating to the Amber Oil Site at 1016 N. Hawley Road, Milwaukee, Wisconsin:

FOR SETTLING PARTY: Galland Henning – Nopak, Inc.

1025 S. 40th Street
Milwaukee, WI 53215

By:  Date 8/11/08
Daniel J. Steele, President

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Amber Oil Site relating to the Amber Oil Site at 1016 N. Hawley Road, Milwaukee, Wisconsin:

FOR SETTLING PARTY: Ganton Technologies, Inc.
a subsidiary of Internet Corporation

301 Commerce Street
Suite 2901
Fort Worth, TX 76102

By: Bill Whalen 8/1/08

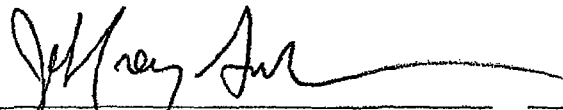
Bill Whalen, VP, Finance & CFO

Date

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Amber Oil Site relating to the Amber Oil Site at 1016 N. Hawley Road, Milwaukee, Wisconsin:

FOR SETTLING PARTY: Kraft Foods Global, Inc.

Three Lakes Drive
Northfield, IL 60093

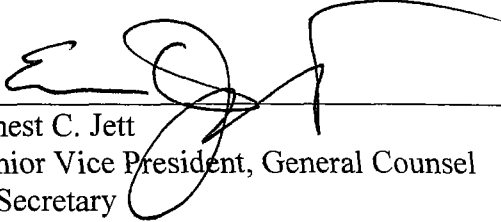
By: 
Jeffrey Srulovitz, Chief Environmental and
Safety Counsel

Date August 8, 2008

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Amber Oil Site relating to the Amber Oil Site at 1016 N. Hawley Road, Milwaukee, Wisconsin:

FOR SETTLING PARTY: Leggett & Platt, Inc.

No. 1 Leggett Road
Carthage, MO 64836

By: 
Ernest C. Jett
Senior Vice President, General Counsel
& Secretary

07-31-08
Date

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Amber Oil Site relating to the Amber Oil Site at 1016 N. Hawley Road, Milwaukee, Wisconsin:

FOR SETTLING PARTY: MeadWestvaco Corporation

11013 W. Broad Street
Glen Allen, VA 23060

By: John H. Beasley
John H. Beasley, Assistant General Counsel

August 5, 2008
Date

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Amber Oil Site relating to the Amber Oil Site at 1016 N. Hawley Road, Milwaukee, Wisconsin:

FOR SETTLING PARTY: MetalTek International, Inc.

905 N. St. Paul Avenue
Waukesha, WI 53188

By: 
Richard M. Danning, CFO/Treasurer

August 1, 2008
Date

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Amber Oil Site relating to the Amber Oil Site at 1016 N. Hawley Road, Milwaukee, Wisconsin:

FOR SETTLING PARTY: METSO PAPER USA, Inc.

2900 COWARDS DRIVE, NORCROSS, GA 30071

Address of Settling Party

By:  8/03/08

TONY AUFFANT, VP - LEGAL COUNSEL
+ SECRETARY

Name and Title of approving official

Date

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Amber Oil Site relating to the Amber Oil Site at 1016 N. Hawley Road, Milwaukee, Wisconsin:

FOR SETTLING PARTY: MILWAUKEE WIRE PRODUCTS

1212 W. GLEN OAKS LANE, MEQUON, WI 53092

Address of Settling Party

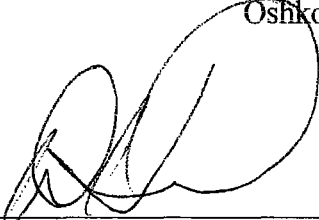
By: *John M. Couper* CFO

JOHN M. COUPER
VICE PRESIDENT - CHIEF FINANCIAL OFFICER
Name and Title of approving official Date *8-5-08*

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Amber Oil Site relating to the Amber Oil Site at 1016 N. Hawley Road, Milwaukee, Wisconsin:

FOR SETTLING PARTY: Muza Metal Products

606 E. Murdock Avenue
Oshkosh, WI 54901

By: 
Dan Hietpas, President

7/31/08
Date

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Amber Oil Site relating to the Amber Oil Site at 1016 N. Hawley Road, Milwaukee, Wisconsin:

FOR SETTLING PARTY: James M. Beere President - Pioneer
James M. Beere 08/11/08
1917 S. Memorial Drive, Racine, WI 53403

Address of Settling Party

By: _____


Name and Title of approving official

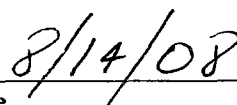
Date

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Amber Oil Site relating to the Amber Oil Site at 1016 N. Hawley Road, Milwaukee, Wisconsin:

FOR SETTLING PARTY: Toolrite Mfg. Co., Inc.

16400 W. Lincoln Avenue
P. O. Box 510283
New Berlin, WI 53151

By: 
Bernhard Schreib, President


Date

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Amber Oil Site relating to the Amber Oil Site at 1016 N. Hawley Road, Milwaukee, Wisconsin:

FOR SETTLING PARTY:

[Signature] ~ U.S. Chrome Performance Coating
650 DAK PARK Ave, Fond du Lac, WI

Address of Settling Party

By: Scott Reath

[Signature]

8/11/08

⊕

54935
920 922
5066

Name and Title of approving official

Date

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Amber Oil Site relating to the Amber Oil Site at 1016 N. Hawley Road, Milwaukee, Wisconsin:

FOR SETTLING PARTY: Warner Electric

449 Gardner Street
South Beloit, IL 61080

By: Stan Owens 8/5/08
Stan Owens, General Manager Date

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Amber Oil Site relating to the Amber Oil Site at 1016 N. Hawley Road, Milwaukee, Wisconsin:

FOR SETTLING PARTY: Wisconsin Central Ltd.

17641 S. Ashland Avenue
Homewood, IL 60430

By: Richard A. Verkler 7/31/08
Richard A. Verkler, Environmental Counsel Date

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Amber Oil Site relating to the Amber Oil Site at 1016 N. Hawley Road, Milwaukee, Wisconsin:

FOR SETTLING PARTY: Wisconsin Knife Works

2505 Kennedy Drive
Beloit, WI 53511

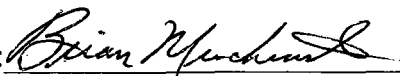
By: Bruce H. Swing
Bruce H. Swing, CEO

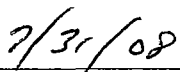
July 31, 2008
Date

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Amber Oil Site relating to the Amber Oil Site at 1016 N. Hawley Road, Milwaukee, Wisconsin:

FOR SETTLING PARTY: Wrought Washer Mfg., Inc.

2100 S. Bay Street
Milwaukee, WI 53207

By: 
Brian Mrochinski, CFO


Date

APPENDIX A – LIST OF SETTLING RESPONDENTS
AMBER OIL SITE, MILWAUKEE, WISCONSIN CERCLA ID #05RG
ADMINISTRATIVE ORDER ON CONSENT FOR PAYMENT OF PAST COSTS

AAA Sales & Engineering, Inc.

AD-Tech Industries, Inc.

Metso Paper USA, Inc. (fka Beloit-Manhattan)

Black and Decker Corporation

F. Ziegler Enterprises

Galland Henning – Nopak, Inc.

Internet Corporation (fka Ganton Technologies)

Leggett & Platt, Inc.

MeadWestvaco Corporation (fka Mead Container)

Milwaukee Wire Products

Muza Metal Products

Kraft Foods Global, Inc. (fka Oscar Mayer)

Pioneer Products, Inc.

Epicor Industries, Inc. (fdbba Plews/Edelmann)

Brunswick Corporation (fka Roadmaster Corp.)

Alliance Laundry Systems, LLC (fka Speed Queen Co.)

Toolrite Manufacturing Co., Inc.

U.S. Chrome Performance Coating

Warner Electric

Wisconsin Central Ltd.

Metak Tek International, Inc. (aka Wisconsin Centrifugal)

Wisconsin Knife Works

Wrought Washer Mfg., Inc.