

UNITED STATES
 ENVIRONMENTAL PROTECTION AGENCY
 REGION 5

)		
IN THE MATTER OF:)	U.S. EPA Region 5	
)	CERCLA Docket No. V-W-22-C-003	
US SMELTER AND LEAD REFINERY)		
SITE, EAST CHICAGO, INDIANA)		
)		
ATLANTIC RICHFIELD COMPANY,)		
THE CHEMOURS COMPANY FC, LLC,)		
E. I. DU PONT DE NEMOURS AND)		
COMPANY, U.S. SMELTER AND LEAD)		
REFINERY, INC., and UNITED STATES)		
METALS REFINING COMPANY,)		
)		
Respondents.)		
)		
)		
Proceeding under the Comprehensive)		
Environmental Response, Compensation,)		
and Liability Act, 42 U.S.C. §§ 9601-9675)		

**ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT
 FOR PAYMENT OF CERTAIN OPERABLE UNIT 1 RESPONSE COSTS AND
 FOR PROVIDING FINANCIAL ASSURANCE ASSOCIATED WITH PROSPECTIVE
 PURCHASER AGREEMENT FOR REMEDIAL DESIGN AND REMEDIAL ACTION
 AT MODIFIED ZONE 1 OF OPERABLE UNIT 1 OF THE U.S. SMELTER AND LEAD
 REFINERY, INC. SUPERFUND SITE**

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I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Order on Consent (“OU1 ASAOC”) concerning Operable Unit 1 (“OU1”) of the U.S. Smelter and Lead Refinery, Inc. Superfund Site (“Site”) is entered into voluntarily by the United States Environmental Protection Agency (EPA), the State of Indiana (“the State”), and Atlantic Richfield Company, The Chemours Company, FC, LLC, E. I. du Pont de Nemours and Company, U.S. Smelter and Lead Refinery, Inc., and United States Metals Refining Company (“Respondents”). This settlement requires the Respondents to provide financial assurance for the performance of the Remedial Design (“RD”) and Remedial Action (“RA”) at a portion of OU1 known as Modified Zone 1 (as defined below) by Industrial Development Advantage of East Chicago, LLC (“Purchaser”) pursuant to a Prospective Purchaser Agreement (“PPA”), and payment of certain response costs incurred by the United States and the State at or in connection with OU1. Arava Natural Resources Company, Inc., Mining Remedial Recovery Company, and Mueller Industries, Inc. (“Additional Covered Parties”) are also voluntary signatories of this settlement for the limited purpose of accepting the benefits that such parties are receiving under this OU1 ASAOC and assenting to the covenants and commitments in Section XVI and Section XVIII. The purpose of the RD/RA is to implement a 2012 Record of Decision (“2012 ROD”), as modified by the Record of Decision Amendment dated March 24, 2020 (“ROD Amendment”) and an associated Explanation of Significant Differences (“ESD”) issued by EPA in connection with Modified Zone 1 of the Site.

2. This OU1 ASAOC is entered into pursuant to the authority of the Attorney General to compromise and settle claims of the United States and the authority vested in the President of the United States by Sections 104, 106, 107, and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, (CERCLA), as amended. This authority under CERCLA was delegated to the EPA Administrator on January 23, 1987 by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the EPA Regional Administrators by EPA Delegation Nos. 14-14C (Administrative Actions Through Consent Orders, Jan. 18, 2017) and 14-14D (Cost Recovery Non-Judicial Agreements and Administrative Consent Orders, Jan. 18, 2017). These authorities were further redelegated by the Regional Administrator of EPA Region 5 to the Director, Superfund Division, Region 5, by Regional Delegation Nos. 14-14-A, 14-14-C, and 14-14-D.

3. EPA has notified the State pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a) and the State has elected to be a party to the OU1 ASAOC.

4. EPA, the State, Respondents, and Additional Covered Parties recognize that this OU1 ASAOC has been negotiated in good faith and that the actions undertaken by Respondents in accordance with this OU1 ASAOC do not constitute an admission of any liability. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this OU1 ASAOC, the validity of the findings of facts, conclusions of law, and determinations in Sections IV (Findings of Fact) and V (Conclusions of Law and Determinations) of this OU1 ASAOC. Respondents agree to comply with and be bound by the terms of this OU1 ASAOC and further agree that they will not contest the basis or validity of this OU1 ASAOC or its terms.

II. PARTIES BOUND

5. This OU1 ASAOC is binding upon EPA, the State, and upon Respondents and the Additional Covered Parties and their successors, and assigns. Any change in ownership or corporate status of a Respondent or an Additional Covered Party including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondent's or Additional Covered Party's responsibilities under this OU1 ASAOC.

6. Respondents are jointly and severally liable for carrying out all activities required by this OU1 ASAOC. In the event of the insolvency or other failure of any Respondent to implement the requirements of this OU1 ASAOC, the remaining Respondents shall complete all such requirements.

7. Each undersigned representative of Respondents certifies that he or she is fully authorized to enter into the terms and conditions of this OU1 ASAOC and to execute and legally bind Respondents to this OU1 ASAOC.

III. DEFINITIONS

8. Unless otherwise expressly provided in this OU1 ASAOC, terms used in this OU1 ASAOC 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 OU1 ASAOC or its attached appendices, the following definitions shall apply:

“2014 Consent Decree” shall mean the consent decree entered in *United States, et al. v. Atlantic Richfield Co., et al.*, No 14-CV-312 PS (N.D. Ind.), which became effective on October 28, 2014.

“Additional Covered Parties” shall mean Arava Natural Resources Company, Inc. (“Arava”), Mining Remedial Recovery Company (“MRRC”), and Mueller Industries, Inc. (“Mueller”).

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

“Day” or “day” shall mean a calendar day. In computing any period of time under this OU1 ASAOC, where the last day would fall on a Saturday, Sunday, or federal or state holiday, the period shall run until the close of business of the next working day.

“Effective Date” shall mean the effective date of this OU1 ASAOC as provided in Section XXIII.

“EPA” shall mean the United States Environmental Protection Agency.

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

“Future Federal Response Costs” shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs reviewing or developing deliverables submitted pursuant to this OU1 ASAOC, the PPA, or the OU1 RODs; overseeing implementation of the Work Required Under the PPA or the OU1 RODs; or otherwise implementing, overseeing, or enforcing the PPA, the OU1 RODs, or this OU1 ASAOC after December 31, 2020, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, community involvement costs, the costs incurred pursuant to Section VIII of the PPA (Property Requirements) (including, but not limited to, cost of attorney time and any monies paid to secure or enforce access or land, water, or other resource use restrictions, and/or to secure, implement, monitor, maintain, or enforce Institutional Controls, including, but not limited to, the amount of just compensation), costs incurred in taking response action described in Paragraph 82 of this OU1 ASAOC and/or Paragraph 82 of the PPA because of Purchaser’s failure to take emergency action under Section 3.9 of the SOW, costs incurred in implementing Paragraph 85 of the PPA (Work Takeover), Paragraph 49 of this OU1 ASAOC (Access to Financial Assurance), and the costs incurred by the United States in enforcing the terms of this OU1 ASAOC, including all costs incurred in connection with Dispute Resolution pursuant to Section XII (Dispute Resolution) and all litigation costs. For the sake of clarity, the term “Future Federal Response Costs” shall: (1) include, but shall not be limited to, response costs that the United States incurs in implementing Institutional Controls as required by the OU1 RODs throughout OU1 and the requirement to perform five-year remedy reviews in accordance with 42 U.S.C. § 9621; and (2) not include any unreimbursed costs incurred by the United States through December 31, 2020.

“Future Response Costs” shall mean Future Federal Response Costs and Future State Response Costs as those terms are defined in this OU1 ASAOC.

“Future State Response Costs” shall mean all costs, including, but not limited to, direct and indirect costs, that the State incurs in reviewing or developing deliverables submitted pursuant to this OU1 ASAOC, the PPA, or the OU1 RODs, in overseeing implementation of the Work Required Under the PPA or the OU1 RODs, or otherwise implementing, overseeing, or enforcing the PPA, the OU1 RODs, or this OU1 ASAOC after November 1, 2014, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, community involvement costs, the costs incurred pursuant to Section VIII of the PPA (Property Requirements) (including, but not limited to, cost of attorney time and any monies paid to secure or enforce access or land, water, or other resource use restrictions, and/or to secure implement, monitor, maintain, or enforce Institutional Controls, including, but not limited to, the amount of just compensation), costs incurred in taking response action described in Paragraph 82 of this OU1 ASAOC and/or Paragraph 82 of the PPA because of Purchaser’s failure to take emergency action under Section 3.9 of the SOW, costs incurred in implementing Paragraph 85 of the PPA (Work Takeover), Paragraph 49 of this OU1 ASAOC (Access to Financial Assurance), and the costs incurred by the State in enforcing the terms of this OU1 ASAOC, including all costs incurred in connection with Dispute Resolution pursuant to Section XII (Dispute Resolution) and all litigation costs. For the sake of clarity, the term “Future State Response Costs” shall: (1) include, but shall not be limited to, response costs that the State incurs in implementing Institutional Controls as required by the OU1 RODs relating to Institutional Controls throughout OU1 and the requirement to perform five-year remedy reviews in accordance with 42 U.S.C. §

9621; and (2) not include any unreimbursed response costs incurred by the State through November 1, 2014.

“IDEM” shall mean the Indiana Department of Environmental Management and any successor departments or agencies of the State.

“Institutional Controls” or “ICs” means Proprietary Controls and state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices that: (a) limit land, water, or other resource use to minimize the potential for human exposure to Waste Material at or in connection with OU1; (b) limit land, water, or other resource use to implement, ensure non-interference with, or ensure the integrity of the remedial action; and/or (c) provide information intended to modify or guide human behavior at or in connection with OU1.

“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. Rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

“Modified Zone 1” means the surface and subsurface soils in the area encompassed by the former West Calumet Housing Complex (“WCHC”), Goodman Park, and a utility corridor located in the western portion of OU1 between Zone 1 and Zone 2, but does not include the Carrie Gosch School property which is the portion of Zone 1 that has been previously remediated. Modified Zone 1 is depicted on Figure 2 of the ROD Amendment and is attached hereto as Appendix A.

“National Contingency Plan” or “NCP” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

“OU1” shall mean the surface and subsurface soil of the area located inside the red highlighted boundaries on Appendix C. OU1 is generally bounded on the north by East Chicago Avenue; on the east by Parrish Avenue; and the south by East 151st Street/149th Place on the south; and on the west by the Indiana Harbor Canal.

“OU1 ASAOC” shall mean this Administrative Settlement Agreement and Order on Consent and all appendices attached hereto (listed in Section XXI (Integration/Appendices)). In the event of conflict between this OU1 ASAOC and any appendix, this OU1 ASAOC shall control.

“OU1 UAOs” shall include the following Unilateral Administrative Orders that EPA issued for the Site:

- (1) Unilateral Administrative Order for Remedial Action in Zone 2 of Operable Unit 1 of the U.S. Smelter and Lead Refinery, Inc. Superfund Site, signed January 12, 2018;

- (2) Unilateral Administrative Order for Interior Removal Actions in Zone 2 and 3 of Operable Unit 1 of the U.S. Smelter and Lead Refinery, Inc. Superfund Site, signed January 12, 2018;
- (3) Unilateral Administrative Order for Remedial Action for Defined Properties in Operable Unit 1 of the U.S. Smelter and Lead Refinery, Inc. Superfund Site, signed March 27, 2019;
- (4) Unilateral Administrative Order for Remedial Action for Group 2 Defined Properties in Operable Unit 1 of the U.S. Smelter and Lead Refinery, Inc. Superfund Site, signed May 27, 2020; and
- (5) Unilateral Administrative Order for Remedial Action for Group 3 Defined Properties in Operable Unit 1 of the U.S. Smelter and Lead Refinery, Inc. Superfund Site, signed May 27, 2020;

“OU1 RODs” shall mean, collectively: (1) the 2012 ROD; (2) the ROD Amendment, and (3) an Explanation of Significant Differences (“ESD”) that selects Alternative 4A, excavation of soils above commercial/industrial cleanup levels to a depth of 12”, off-site disposal of contaminated soils, and soil and groundwater ICs.

“OU2” shall mean groundwater associated with the Site as well as the surface soil, subsurface soil, and sediments located inside the blue highlighted boundaries on Appendix C. The area within the blue highlighted boundaries on Appendix C consists of approximately 79 acres, is commonly known as 5300 Kennedy Avenue, and is generally bounded on the north by the Indiana Harbor Belt Railroad; on the east by Kennedy Avenue; on the south and west by the Grand Calumet River; and on the northwest by the Indiana Harbor Canal.

“Paragraph” or “¶” shall mean a portion of this OU1 ASAOC identified by an Arabic numeral or an upper- or lower-case letter.

“Parties” shall mean EPA, IDEM, and Respondents, provided, however, that the Additional Covered Parties also shall be considered Parties for the limited purpose of accepting the benefits they are receiving under this OU1 ASAOC and assenting to their covenants and commitments in Section XVI and Section XVIII as confirmed by their accompanying Signature Pages to this OU1 ASAOC.

“Prospective Purchaser Agreement” or “PPA” shall mean the Administrative Settlement Agreement for Remedial Action by Prospective Purchaser, being entered into concurrently with this OU1 ASAOC, by the United States, the State, and Purchaser, for the performance of Work Required Under the PPA in Modified Zone 1.

“Property” shall mean that portion of Modified Zone 1 purchased by the Purchaser and subject to the terms of the PPA. A legal description and a map of the Property is attached hereto as Appendix B.

“Purchaser” shall mean Industrial Development Advantage of East Chicago, LLC.

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

“ROD Amendment” shall mean the EPA Record of Decision Amendment relating to Operable Unit 1, Zone 1, signed on March 24, 2020, and as modified by any Explanation of Significant Differences issued by EPA in accordance with Section 117 of CERCLA, 42 U.S.C. § 9617.

“Remedial Action” or “RA” shall mean the remedial action selected in the ROD Amendment and its associated ESD.

“Remedial Design” or “RD” shall mean those activities to be undertaken by Purchaser to develop the final plans and specifications for the RA as stated in the SOW.

“Respondents” shall mean Atlantic Richfield Company (“Atlantic Richfield”), The Chemours Company, FC, LLC (“Chemours”), E. I. du Pont de Nemours and Company (“DuPont”), U. S. Smelter and Lead Refinery, Inc. (“USS Lead”), and United States Metals Refining Company (“USMRC”).

“Section” shall mean a portion of this OU1 ASAOC identified by a Roman numeral.

“Site” shall mean the U.S. Smelter and Lead Refinery Superfund Site, located in the city of East Chicago, Indiana, and depicted generally on the map attached as Appendix C.

“Specified Z1&3 Response Costs” shall mean EPA’s net unreimbursed Z1&3 Future Response Costs that have accrued through December 31, 2020, under Paragraph 41 of the 2014 Consent Decree, as shown on the EPA Itemized Cost Summary attached as Appendix D to this OU1 ASAOC.

“State” shall mean the State of Indiana and each department, agency, and instrumentality of the State, including IDEM.

“Statement of Work” or “SOW” shall mean Appendix A of the PPA describing the activities Purchaser must perform to implement the RD and RA at Modified Zone 1.

“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.

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

“USS Lead Sitewide Special Account” shall mean the special account within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3), and the Administrative Agreement and Order on Consent for Remedial Investigation / Feasibility Study of Operable Unit 2 of the U.S. Smelter and Lead Refinery, Inc. Superfund Site, issued on September 20, 2017.

“Waste Material” shall mean (1) any “hazardous substance” under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14) or under Indiana Code 13-11-2-98; (2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33), or under Indiana Code 13-11-2-42; (3) any “solid waste” under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27), or under Indiana Code 13-11-2-205; and (4) any “hazardous material” under Indiana Code 13-11-2-96(b); and (5) any “hazardous waste” under Indiana Code 13-11-2-99(c).

“Work Required Under the PPA” shall mean all activities and obligations Purchaser is required to perform pursuant to the Statement of Work under the PPA.

IV. FINDINGS OF FACT

9. The Site is located in East Chicago, Indiana. The Site includes two operable units: Operable Unit 1 and Operable Unit 2. OU1 is of mixed zoning designations and has been further divided into three zones: Zone 1, Zone 2, and Zone 3. A portion of Zone 1, known as “Modified Zone 1,” is the remediation area to be addressed by the PPA. Other areas of OU1 have been remediated pursuant to other administrative orders and the 2014 Consent Decree.

10. Historic operations at several nearby industrial facilities contributed to the lead and arsenic contamination of the Site, including: (1) a facility formerly located at 5300 Kennedy Ave., that was owned and operated by USS Lead for most of its operations (Former USS Lead Facility); (2) a facility formerly located in Zone 1 that was owned and operated by subsidiaries of the Anaconda Copper Mining Company (Former Anaconda Facility) for most of its operations; and (3) a facility located just southeast of OU1 that was owned and operated by DuPont for most of its operations (Former DuPont Facility).

11. The Former USS Lead Facility was first constructed in 1906 and used an electrolytic process to refine lead bullion. In approximately 1972, the Former USS Lead Facility stopped refining lead bullion and instead increased its blast furnace capacity to treat more scrap lead material. Operations at the Former USS Lead Facility ceased in 1985.

12. Among other sources of contamination from the Former USS Lead Facility, slag from the blast furnace was routinely placed in piles on the ground and left exposed to the elements. Lead and arsenic particulate were disposed of into the environment as fumes from operations, as dust from the baghouses, and as dust from lead waste piles (e.g., slag and baghouse dust) stored on the grounds.

13. Lead and arsenic from the Former USS Lead Facility came to be located in Operable Unit 1 of the Site. Wind was one manner by which lead and arsenic were dispersed into the neighborhood.

14. The Former USS Lead Facility was owned and operated by USMRC from 1906 to 1919, and by USS Lead from 1920 to 1985. USS Lead continues to own the land on which the Former USS Lead Facility was located. USS Lead is a wholly owned subsidiary of MRRC; MRRC is a wholly owned subsidiary of Arava; and Arava is a wholly owned subsidiary of Mueller.

15. The Former Anaconda Facility operated three inter-related processes. Specifically, in 1912, a lead refinery was built on the site and used a pyrometallurgical process to refine lead bullion that was shipped from Tooele, Utah to East Chicago. Then, in 1919, a plant was constructed to produce white lead for use as an ingredient in lead paint. Finally, in 1922, a zinc oxide plant was added to the facility.

16. The Former Anaconda Facility also operated numerous secondary metal treatment processes. Byproducts of the operations included slag, lead waste, and arsenic. Among other sources of contamination, arsenic was burned off and was supposed to be recovered in flues and a baghouse. In addition, lead and arsenic particulate was disposed of into the environment in the same manner as with the Former USS Lead Facility (*see infra* ¶ 14). Operation of the white lead process generated additional releases.

17. Significant quantities of lead were refined from 1912 until 1946, when refining operations at the Former Anaconda Facility ceased. However, secondary smelting and white lead production continued into the 1950s.

18. Lead and arsenic from the Former Anaconda Facility came to be deposited in OU1.

19. The Former Anaconda Facility was owned and operated between 1912 and approximately 1946 by subsidiaries of Anaconda Copper and Mining Company. Respondent Atlantic Richfield is the successor to liabilities of one or more companies that owned and operated the Former Anaconda Facility.

20. The Former Anaconda Facility was demolished over the course of the 1960s and early 1970s. In approximately 1972, the WCHC was constructed on the footprint of the Former Anaconda Facility. In 2018, the WCHC was torn down. The East Chicago Housing Authority (“ECHA”) has removed the buildings and all hardscapes that formerly acted as barriers to inhalation of, ingestion of, and direct contact with contaminated soils. In addition, most of the hardscapes in Goodman Park within Modified Zone 1 were demolished and removed, and the remaining hardscapes are also likely to be removed.

21. The Former DuPont Facility began operations in 1892 to manufacture various organic and inorganic chemicals. Over the course of its operations, the Former DuPont Facility produced over 100 different chemicals, including lead, arsenic, and calcium arsenate (1910 through 1949), and zinc chloride (1900 through 1969). Among other sources of contamination, lead and arsenic particulate generated from these operations was disposed of into the environment as stack emissions, precipitator dust, and dust from exposed waste piles stored on the grounds of the facility. Operations at the Former DuPont Facility contracted significantly during the 1980s and 1990s. The Former DuPont Facility is undergoing corrective action under federal RCRA authorities.

22. Lead and arsenic from the Former DuPont Facility came to be deposited in OU1. Wind was one manner by which lead and arsenic were dispersed into OU1.

23. The Former DuPont Facility was owned and operated by Grasselli Chemical Company from 1891 until 1928, when it was acquired by DuPont. The Former DuPont Facility

was then owned and operated by DuPont or its subsidiaries from 1928 to 2015. In 2015, Respondent Chemours became successor owner by assignment from DuPont of the Former DuPont Facility. Chemours transferred ownership of the Former DuPont Facility to East Chicago Gateway Partners, LLC in 2018.

24. Lead is a hazardous substance, as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14). The Agency for Toxic Substances and Disease Registry (ATSDR) has determined that exposure to lead presents human health risks. The most serious effects associated with markedly elevated blood levels include neurotoxic effects such as irreversible brain damage.

25. Arsenic is a hazardous substance, as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14). ATSDR has determined that exposure to arsenic presents human health risks. Ingesting very high levels of arsenic can result in death. Exposure to lower levels can cause nausea and vomiting, decreased production of red and white blood cells, abnormal heart rhythm, damage to blood vessels, and a sensation of “pins and needles” in hands and feet.

26. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Site on the National Priorities List by publication in the Federal Register on April 8, 2009, 74 Fed. Reg. 16,126–34.

27. OU1 consists of surface and subsurface soil within the geographic boundaries identified in the definition of OU1. OU1 does not include groundwater beneath the Site; groundwater beneath the Site is included in OU2.

28. Between 2009 and 2012, EPA conducted a Remedial Investigation (“RI”) and Feasibility Study in connection with OU1.

29. On November 30, 2012, EPA issued the 2012 ROD, which set forth a selected remedy for OU1.

30. EPA entered into the 2014 Consent Decree with certain potentially liable parties to fund and perform the selected remedy for OU1, Zones 1 and 3.

31. In 2016, EPA and certain potentially liable parties began to implement the selected remedy in OU1, Zone 3. EPA undertook certain response actions in OU1, Zone 1 but did not implement the selected remedy for OU1, Zone 1. From 2017 through 2021 certain potentially responsible parties performed the selected remedy for OU1, Zone 2.

32. In 2016, the ECHA requested permission from the U.S. Department of Housing and Urban Affairs (“HUD”) to demolish the public housing complex then located in Modified Zone 1 and known as the West Calumet Housing Complex or the WCHC. HUD gave permission to ECHA to proceed with the demolition of WCHC and provided funds for the demolition work. By 2018, ECHA had completed the demolition of the WCHC and relocation of the WCHC’s approximately 1,200 residents, likely altering the potential future uses within OU1, Zone 1.

33. Following the demolition of the WCHC in 2018, EPA determined that the remedy for Zone 1 set forth in the 2012 ROD required review. Contaminated soils that had previously been buried beneath streets, sidewalks and other structures were now exposed. Contaminated soils adjacent to the Carrie Gosch School, previously included within the definition of Zone 1, have been remediated.

34. In November 2018, EPA issued a proposed plan to address the new conditions within Modified Zone 1. The proposed plan was presented to the public through a series of public meetings and the publication and distribution of written information. The proposed plan anticipated that the future use of land within Modified Zone 1 might shift from residential use to a commercial or industrial use.

35. In November 2019, EPA learned that the City of East Chicago, Indiana (“the City”) had executed a Letter of Intent (“LOI”) with Purchaser. The LOI proposed a commercial/industrial use for the Property and the cessation of the zoning for residential use of Modified Zone 1. In December 2019, the City confirmed in a letter to EPA that it favored development of the Property for commercial/industrial purposes.

36. Purchaser and its affiliates specialize in the redevelopment of properties that contain or once contained hazardous substances. The City entered into the LOI with Purchaser after considering redevelopment proposals received from other entities in response to a nationally circulated request for proposals.

37. On March 24, 2020, EPA signed the ROD Amendment. The selected remedy assumed that Modified Zone 1 remained slated for residential development and contained action levels and Institutional Controls consistent with residential development. However, the ROD Amendment also includes a contingent remedy which provides that EPA may shift from a residential to a commercial/industrial remedy if the following two conditions are met: (1) the zoning classification of the Property changes from residential to light industrial; and (2) ECHA and other related entities transfer titles to the parcels that comprise Modified Zone 1 to an entity with plans to develop Modified Zone 1 for commercial/industrial use.

38. To develop the ROD Amendment, EPA relied on the results of the RI and a supplemental RI performed by EPA. The RI and supplemental RI documented the presence of soils throughout OU1 with varying concentrations of lead and arsenic.

39. The data contained in the RI and supplemental RI support the conclusion that the concentrations of lead and arsenic in soils throughout OU 1, including soils in Modified Zone 1, posed and continue to pose a threat to human health and the environment.

40. In May 2020, the City changed the zoning classification of Modified Zone 1 to light industry.

41. EPA has prepared and, upon the transfer of title to the Property from ECHA and related entities to the Purchaser, expects to issue an associated ESD, which selects the commercial/industrial contingent remedy option included in the ROD Amendment.

42. EPA, the Purchaser, and the State have negotiated the terms of the attached PPA, which requires Purchaser to undertake the RD and RA at Modified Zone 1 in accordance with the commercial/industrial remedial option provided in the ROD Amendment.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

43. Based on the Findings of Fact set forth above and the administrative record, EPA has determined that:

a. The Site, including the Property, is a “facility” as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. The contamination found at the Site, as identified in the Findings of Fact above, includes “hazardous substance(s)” as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

c. Each Respondent is a “person” as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

d. Each Respondent is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

(1) Respondent Atlantic Richfield Company is liable as a successor to: (i) one or more persons including Anaconda Lead Products Company, International Lead Refining Company, and International Smelting and Refining Company, who, at the time of disposal of hazardous substances, “owned” and/or “operated” – within the meaning of Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2) – the Former Anaconda Facility at which hazardous substances were disposed of and from which there were releases of hazardous substances to the Site; and/or (ii) one or more persons, including Anaconda Lead Products Company, International Lead Refining Company, and International Smelting and Refining Company, who arranged with USS Lead for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances at the Former USS Lead Facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

(2) Respondent E. I. du Pont de Nemours and Company is a person who: (i) at the time of disposal of hazardous substances, “owned” and/or “operated” – within the meaning of Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2) – the Former DuPont Facility at which hazardous substances were disposed of and from which there were releases of hazardous substances to the Site; and/or (ii) arranged

with USS Lead for the disposal or treatment, or arranged with a transporter for the transport for disposal or treatment, or hazardous substances at the Former USS Lead Facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

(3) Respondent The Chemours Company FC, LLC, is liable as a successor by assignment to E. I. Du Point de Nemours and Company, which is liable as described in the previous paragraph.

(4) Respondent U.S. Smelter and Lead Refinery, Inc. is a person who at the time of disposal of hazardous substances, “owned” and/or “operated” – within the meaning of Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2) – the Former USS Lead Facility at which hazardous substances were disposed of and from which there were releases of hazardous substances.

(5) Respondent United States Metals Refining Company is a person who at the time of disposal of hazardous substances, “owned” and/or “operated” – within the meaning of Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2) – the Former USS Lead Facility at which hazardous substances were disposed of and from which there were releases of hazardous substances.

e. Each Additional Covered Party has been identified by EPA as a potentially a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and has been ordered by EPA to participate in CERCLA response actions at the Site.

f. The conditions described in the Findings of Fact above constitute an actual or threatened “release” of a hazardous substance from the facility as defined by Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

g. The RD and RA required to be implemented by the PPA at Modified Zone 1 is necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of the PPA, will be consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP. Successful implementation of the PPA will also result in the implementation within the Property of the remedy selected in the ROD Amendment as modified by the Explanation of Significant Differences.

VI. SETTLEMENT AGREEMENT AND ORDER

44. Based upon the Findings of Fact, Conclusions of Law, and Determinations set forth above, and the administrative record, it is hereby Ordered and Agreed that Respondents shall comply with all provisions of this OU1 ASAOC, including, but not limited to, all appendices to this OU1 ASAOC and all documents incorporated by reference into this OU1 ASAOC.

VII. PERFORMANCE OF THE WORK

A. The Work Required Under the PPA

45. The Purchaser will perform the Work Required Under the PPA, which includes the implementation of the remedy selected in the ROD Amendment and its associated ESD. The United States and the State will perform other response activities required by the OUI RODs, such as implementing Institutional Controls and performing statutory five-year remedy reviews, with reimbursement by Respondents under this OUI ASAOC.

B. Respondents' Provision of Financial Assurance

46. **Financial Assurance.** In order to ensure the completion of the Work Required Under the PPA, and payment of Future Federal Response Costs pursuant to this OUI ASAOC, Respondents shall secure financial assurance, initially in the amount of \$13,500,000 for the benefit of EPA. The financial assurance must be one or more of the mechanisms listed below, in a form substantially identical to the relevant sample documents available from EPA or under the "Financial Assurance - Settlements" category on the Cleanup Enforcement Model Language and Sample Documents Database at <https://cfpub.epa.gov/compliance/models/>, and satisfactory to EPA. Respondents may use multiple mechanisms if they are limited to surety bonds guaranteeing payment, letters of credit, trust funds, and/or insurance policies.

a. A surety bond guaranteeing payment and/or performance of the Work Required Under the PPA that is issued by a surety company among those listed as acceptable sureties on federal bonds as set forth in Circular 570 of the U.S. Department of the Treasury;

b. An irrevocable letter of credit, payable to or at the direction of EPA, that is issued by an entity that has the authority to issue letters of credit and whose letter-of-credit operations are regulated and examined by a federal or state agency;

c. a trust fund established for the benefit of EPA that is administered by a trustee that has the authority to act as a trustee and whose trust operations are regulated and examined by a federal or state agency;

d. A policy of insurance that provides EPA with acceptable rights as a beneficiary thereof and that is issued by an insurance carrier that has the authority to issue insurance policies in the applicable jurisdiction(s) and whose insurance operations are regulated and examined by a federal or state agency;

47. Respondents have selected, and EPA has found satisfactory, a Surety Bond as an initial form of financial assurance. Within 30 days after the Effective Date, Respondents shall secure all executed and/or otherwise finalized mechanisms or other documents consistent with the EPA-approved form of financial assurance and shall submit such mechanisms and documents to the Chief, Program and Analysis Section, U.S. EPA, Region 5, MF-10J, 77 W. Jackson Boulevard, Chicago, IL 60604-3590, with copies to EPA in accordance with Section XXI (Notices and Submissions).

48. Respondents shall diligently monitor the adequacy of the financial assurance. If any Respondent becomes aware of any information indicating that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, such Respondent shall notify EPA of such information within 7 days. If EPA determines that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, EPA will notify the affected Respondent of such determination. Respondents shall, within 30 days after notifying EPA or receiving notice from EPA under this Paragraph, secure and submit to EPA for approval a proposal for a revised or alternative financial assurance mechanism that satisfies the requirements of this Section. EPA may extend this deadline for such time as is reasonably necessary for the affected Respondent, in the exercise of due diligence, to secure and submit to EPA a proposal for a revised or alternative financial assurance mechanism, not to exceed 60 days. Respondents shall follow the procedures of ¶ 50 (Modification of Amount, Form, or Terms of Financial Assurance) in seeking approval of, and submitting documentation for, the revised or alternative financial assurance mechanism. Respondents' inability to secure financial assurance in accordance with this Section does not excuse performance of any other obligation under this OU1 ASAOC.

49. Access to Financial Assurance

a. If EPA issues a notice of implementation of a Work Takeover under Paragraph 85 of the PPA, then, in accordance with any applicable financial assurance mechanism, EPA is entitled to require that any funds guaranteed be paid in accordance with ¶ 49.d.

b. If EPA is notified by the issuer of a financial assurance mechanism that it intends to cancel such mechanism, and the affected Respondent fails to provide an alternative financial assurance mechanism in accordance with this Section at least 30 days prior to the cancellation date, the funds guaranteed under such mechanism must be paid prior to cancellation in accordance with ¶ 49.d.

c. If, upon issuance of a notice of implementation of a Work Takeover under Paragraph 85 of the PPA, EPA is unable for any reason to promptly secure the resources guaranteed under any applicable financial assurance mechanism, whether in cash or in kind, to continue and complete the Work Required Under the PPA, then EPA is entitled to demand an amount, as determined by EPA, sufficient to cover the cost of the remaining Work Required Under the PPA to be performed and an estimate of Future Response Costs. Respondents shall, within 30 days of such demand, pay the amount demanded as directed by EPA.

d. Any amounts required to be paid under this ¶ 49 shall be, as directed by EPA: (i) paid to EPA in order to facilitate the completion of the Work Required Under the PPA by EPA or by another person; or (ii) deposited into an interest-bearing account, established at a duly chartered bank or trust company that is insured by the Federal Deposit Insurance Corporation ("FDIC"), in order to facilitate the completion of the Work Required Under the PPA by another person. If payment is made to EPA, EPA may deposit the payment into the EPA Hazardous Substance Superfund or into the USS Lead Sitewide Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at

or in connection with Modified Zone 1 or other areas of the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

e. All costs not paid under this ¶ 49 relating to Paragraph 85 of the PPA (Work Takeover) must be reimbursed as Future Response Costs under Section XI (Payments for Response Costs).

50. Modification of Amount, Form, or Terms of Financial Assurance.

Respondents may submit, on any anniversary of the Effective Date or at any other time agreed to by the Parties, a request to reduce the amount, or change the form or terms, of the financial assurance mechanism. Any such request must be submitted to EPA in accordance with ¶ 47, and must include an estimate of the cost of the remaining Work Required Under the PPA, an explanation of the bases for the cost calculation, and a description of the proposed changes, if any, to the form or terms of the financial assurance. EPA will notify Respondents of its decision to approve or disapprove a requested reduction or change pursuant to this Paragraph. Respondents may reduce the amount of the financial assurance mechanism only in accordance with: (a) EPA's approval; or (b) if there is a dispute, the agreement or written decision resolving such dispute under Section XII (Dispute Resolution). Respondents may change the form or terms of the financial assurance mechanism only in accordance with EPA's approval. Any decision made by EPA on a request submitted under this Paragraph to change the form or terms of a financial assurance mechanism shall not be subject to challenge by Respondents pursuant to the dispute resolution provisions of this OUI ASAOC or in any other forum. Within 30 days after receipt of EPA's approval of, or the agreement or decision resolving a dispute relating to, the requested modifications pursuant to this Paragraph, Respondents shall submit to EPA documentation of the reduced, revised, or alternative financial assurance mechanism in accordance with ¶ 47.

51. Release, Cancellation, or Discontinuation of Financial Assurance.

Respondents may release, cancel, or discontinue any financial assurance provided under this Section only: (a) if EPA issues a Certification of RA Completion under Paragraph 3.11 of the SOW; (b) in accordance with EPA's approval of such release, cancellation, or discontinuation; or (c) if there is a dispute regarding the release, cancellation, or discontinuance of any financial assurance, in accordance with the agreement or final decision resolving such dispute under Section XII (Dispute Resolution).

52. Release of Financial Assurance under the Consent Decree

After Respondents have submitted the financial assurance required under Paragraphs 46 and 47 above, EPA shall issue a notice pursuant to Paragraph 33(c) of the Consent Decree allowing Respondents to release the Performance Guarantee currently required under the Consent Decree.

VIII. ACCESS TO INFORMATION

53. Respondents shall provide to EPA and the State, upon request, copies of all records, reports, documents and other 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 the implementation of the PPA or this OUI ASAOC, including, but not limited to, documents or information related to the Work

Required Under the PPA including relevant financial instruments. Respondents shall also make available to EPA and the State, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work Required Under the PPA or the requirements of this OUI ASAOC.

54. **Privileged and Protected Claims**

a. Respondents may assert all or part of a Record requested by EPA or the State is privileged or protected as provided under federal law, in lieu of providing the Record, provided Respondents comply with ¶ 54.b, and except as provided in ¶ 54.c.

b. If Respondents assert such a privilege or protection, they shall provide EPA and the State with the following information regarding such Record: its title; its date; the name, title, affiliation (e.g., company or firm), and address of the author, of each addressee, and of each recipient; a description of the Record's contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a Record, Respondents shall provide the Record to EPA and the State in redacted form to mask the privileged or protected portion only. Respondents shall retain all Records that they claim to be privileged or protected until EPA and the State have had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in Respondents' favor.

c. Respondents may make no claim of privilege or protection regarding: (1) any data regarding the Site, including, but not limited to, all sampling, analytical, monitoring, hydrogeological, scientific, chemical, radiological, or engineering data, or the portion of any other Record that evidences conditions at or around the Site; or (2) the portion of any Record that Respondents are required to create or generate pursuant to this OUI ASAOC.

55. **Business Confidential Claims.** Respondents may assert that all or part of a Record provided to EPA and the State under this Section or Section IX (Record Retention) is business confidential 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). Respondents shall segregate and clearly identify all Records or parts thereof submitted under this OUI ASAOC for which Respondents assert business confidentiality claims. Records claimed as confidential business information will be afforded 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 and the State, or if EPA has notified Respondents 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 Respondents.

56. Notwithstanding any provision of this OUI ASAOC, EPA and the State retain all of their information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

IX. RECORD RETENTION

57. For a period of 10 years following EPA's issuance of the Certification of RA Completion under Section 3.11 of the SOW, Respondents shall preserve and retain all non-

identical copies of Records (including Records in electronic form) now in their possession or control or that come into their possession or control that relate in any manner to their liability under CERCLA with respect to the Site, provided, however, that Respondents who are potentially liable as owners or operators of the Site must retain, in addition, all Records that relate to the liability of any other person under CERCLA with respect to the Site. Each Respondent must also retain, and instruct its contractors and agents to preserve, for the same period of time specified above, all non-identical copies of the last draft or final version of any Records (including Records in electronic form) now in their possession or control or that come into their possession or control that relate in any manner to the performance of the Work Required Under the PPA, provided, however, that each Respondent (and its contractors and agents) must retain, in addition, copies of all data generated during the performance of the Work Required Under the PPA and not contained in the aforementioned Records required to be retained. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

58. At the conclusion of the document retention period, Respondents shall notify EPA and the State at least 90 days prior to the destruction of any such Records and, upon request by EPA or the State, and except as provided for in ¶ 54 (Privileged and Protected Claims), Respondents shall deliver any such Records to EPA or the State.

59. Each Respondent 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 notification of potential liability by EPA or the State and that it has fully complied with any and all EPA and State requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

X. COMPLIANCE WITH OTHER LAWS

60. Nothing in this OUI ASAOC limits Respondents' obligations to comply with the requirements of all applicable federal and state laws and regulations.

XI. PAYMENT OF RESPONSE COSTS

61. Payments to EPA.

a. **Payments for Specified Z1&3 Response Costs.** Respondents shall pay to EPA \$18,000,000 plus Interest for the Specified Z1&3 Response Costs, as follows:

(1) Within 30 days after the Effective Date, Respondents shall pay EPA \$6,000,000;

(2) Within 400 days after the Effective Date, Respondents shall pay EPA \$6,000,000 plus Interest on that amount accruing from the Effective Date until the date of payment; and

(3) Within 730 days after the Effective Date, Respondents shall pay EPA \$6,000,000 plus Interest on that amount accruing from the Effective Date until the date of payment.

Respondents shall make the payments required under ¶ 61.a. in accordance with the payment procedures in ¶ 61.c and shall send notice of all payments under this ¶ 61.a in accordance with the notice procedures under ¶ 61.c.

b. **Periodic Payments for Future Federal Response Costs.** Respondents shall pay to EPA all Future Federal Response Costs not inconsistent with the NCP, excluding the first \$800,000 of Future Federal Response Costs. On a periodic basis, EPA will send Respondents a bill requiring payment that includes an itemized cost summary, which includes direct and indirect costs incurred by EPA, its contractors, subcontractors, and the United States Department of Justice. Respondents shall make all payments within 30 days after Respondents' receipt of each bill requiring payment, except as otherwise provided in ¶ 64 (Contesting Future Response Costs). Respondents shall make all payments and send notice of the payments in accordance with the procedures under ¶ 61.c.

c. All payments required by this Paragraph shall be made at <https://www.pay.gov> using the "EPA Miscellaneous Payments Cincinnati Finance Center" link, and shall expressly state (i) the Site/Spill ID Number 053J, (ii) the EPA CERCLA Docket Number for this action, and (iii) that the funds are for the USS Lead Sitewide Special Account, C5NN. At the time of each payment, Respondents shall send notice that such payment has been made to EPA and the United States Department of Justice, including these references.

d. The total amount to be paid by Respondents pursuant to this Paragraph shall be deposited by EPA in the USS Lead Sitewide Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund, provided, however, that EPA may deposit a payment directly into the EPA Hazardous Substance Superfund if, at the time the payment is received, EPA estimates that the USS Lead Sitewide Special Account balance is sufficient to address currently anticipated future response actions to be conducted or financed by EPA at or in connection with the Site. Any decision by EPA to deposit a payment directly into the EPA Hazardous Substance Superfund for this reason shall not be subject to challenge by Respondents pursuant to the dispute resolution provisions of this OU1 ASAOC or in any other forum.

62. **Payments for Future State Response Costs.** Respondents shall pay to the State all Future State Response Costs not inconsistent with the NCP. On a periodic basis, the State will send Respondents an invoice requiring payment that includes an itemized cost summary, which includes direct and indirect costs incurred by the State, its contractors, and subcontractors, and the Office of the Indiana Attorney General. Respondents shall make all payments within 30 days of Respondents' receipt of each invoice requiring payment in accordance with this Paragraph, except as otherwise provided in Paragraph 64 (Contesting Future Response Costs). The check and a transmittal letter shall reference the name and address of the party making payment, the invoice number, the Site name, the Civil Action Number, and the IDEM Site Identification Number (USS Lead #75000 (SZ0)) and shall be mailed to:

Indiana Department of Environmental Management

100 North Senate Avenue, Mail Code 5010C
Indianapolis, IN 46204-2251
Attn: Cashier

Any payment received by IDEM after 12:30 p.m. Eastern Time will be credited on the next business day. A copy of the transmittal letter shall be sent to IDEM's Project Manager in accordance with Section XX (Notices and Submissions).

63. **Interest.** In the event that any payment for Future Response Costs is not made by the date required, Respondents shall pay Interest on the unpaid balance. The Interest on Future Response Costs shall begin to accrue on the date of the bill. For the avoidance of doubt, Interest on the Specified Z1&3 Response Costs shall accrue from the Effective Date of this ASAOC as set forth in Paragraph 61.a. The Interest shall accrue through the date of Respondents' payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondents' failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Section XIII (Stipulated Penalties).

64. **Contesting Future Federal Response Costs and Future State Response Costs.** Respondents may initiate the procedures of Section XII (Dispute Resolution) regarding payment of any Future Federal Response Costs billed under ¶ 61.b (Periodic Payments for Future Federal Response Costs) or ¶ 62 (Payments for Future State Response Costs) if they determine that EPA or the State has made a mathematical error or included a cost item that is not within the definition of Future Response Costs, or if they believe EPA or the State has incurred excess costs as a direct result of an EPA or State action that was inconsistent with a specific provision or provisions of the NCP. To initiate such dispute, Respondents shall submit a Notice of Dispute in writing to the EPA and State in accordance with Section XX (Notices and Submissions) within 30 days after receipt of the bill. Any such Notice of Dispute shall specifically identify the contested Future Response Costs and the basis for objection. If Respondents submit a Notice of Dispute, Respondents shall within the 30-day period, also as a requirement for initiating the dispute, (a) pay all uncontested Future Response Costs to EPA or the State in the manner described in ¶ 61.c and ¶ 62, and (b) establish, in a duly chartered bank or trust company, an interest-bearing escrow account that is insured by the FDIC and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. Respondents shall send to the EPA and State a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. If EPA or the State prevails in the dispute, within 5 days after the resolution of the dispute, Respondents shall pay the sums due (with accrued interest) to EPA and/or the State in the manner described in ¶ 61.c and ¶ 62. If Respondents prevail concerning any aspect of the contested costs, Respondents shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to EPA and/or the State in the manner described in ¶ 61.b and ¶ 62. Respondents shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XII (Dispute Resolution) shall be the exclusive mechanisms for resolving

disputes regarding Respondents' obligation to reimburse EPA or the State for their Future Response Costs.

XII. DISPUTE RESOLUTION

65. Unless otherwise expressly provided for in this OU1 ASAOC, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this OU1 ASAOC. The Parties shall attempt to resolve any disagreements concerning this OU1 ASAOC expeditiously and informally.

66. **Informal Dispute Resolution.** If Respondents object to any EPA or State action taken pursuant to this OU1 ASAOC, including billings for Future Response Costs, they shall send EPA and the State a written Notice of Dispute describing the objection(s) within 10 days after such action, unless the objection(s) has/have been resolved informally. EPA, the State, and Respondents shall have 30 days from EPA or the State's receipt of Respondents' Notice of Dispute to resolve the dispute through informal negotiations (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA or in the event of a dispute involving only the State, the sole discretion of the State. Any agreement reached by the Parties pursuant to this Section shall be in writing and shall, upon signature by the Parties, be incorporated into and become an enforceable part of this OU1 ASAOC.

67. **Formal Dispute Resolution.** If the Parties are unable to reach an agreement within the Negotiation Period, Respondents shall, within 20 days after the end of the Negotiation Period, submit a statement of position to EPA or the State. EPA or the State may, within 20 days thereafter, submit a statement of position. For any dispute involving Future State Response Costs, the IDEM Federal Program Section Chief level or higher will issue a written decision on the dispute to Respondents. For any other dispute, an EPA management official at the Region 5 Superfund and Emergency Management Division Director level or higher will issue a written decision on the dispute to Respondents. EPA's or the State's decision shall be incorporated into and become an enforceable part of this OU1 ASAOC. Following resolution of the dispute, as provided by this Section, Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's or the State's decision, whichever occurs.

68. The invocation of formal dispute resolution procedures under this Section does not extend, postpone, or affect in any way any obligation of Respondents under this OU1 ASAOC, except as provided by ¶ 64 (Contesting Future Response Costs), as agreed by EPA.

69. Except as provided in ¶ 72, stipulated penalties with respect to the disputed matter shall continue to accrue, but payment shall be stayed pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this OU1 ASAOC. In the event that Respondents do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XIII (Stipulated Penalties).

XIII. STIPULATED PENALTIES

70. Respondents shall be liable to EPA for stipulated penalties in the amounts set forth in ¶ 71.a for failure to comply with the obligations specified in ¶ 71.a. “Comply” as used in the previous sentence includes compliance by Respondents with all applicable requirements of this OU1 ASAOC, within the deadlines established under this OU1 ASAOC.

71. Stipulated Penalty Amounts: Payments, Financial Assurance.

a. The following stipulated penalties shall accrue per violation per day for any noncompliance with any obligation identified in ¶ 71.b:

Penalty Per Violation Per Day	Period of Noncompliance
\$1,000	1st through 14th day
\$2,500	15th through 30th day
\$5,000	31st day and beyond

b. Obligations

(1) Payment of any amount due under Section XII (Payment of Response Costs).

(2) Establishment and maintenance of financial assurance in accordance with Section VII.B (Respondents’ Provision of Financial Assurance).

(3) Establishment of an escrow account to hold any disputed Future Response Costs under ¶ 64 (Contesting Future Response Costs).

72. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. Penalties shall continue to accrue during any dispute resolution period and shall be paid within 15 days after the agreement or the receipt of EPA’s decision. However, stipulated penalties shall not accrue with respect to a decision by an EPA or IDEM management official under Section XII (Dispute Resolution), during the period, if any, beginning on the 21st day after the Negotiation Period begins until the date that the management official issues a final decision regarding such dispute. Nothing in this OU1 ASAOC shall prevent the simultaneous accrual of separate penalties for separate violations of this OU1 ASAOC.

73. Following EPA’s determination that Respondents have failed to comply with a requirement of this OU1 ASAOC, EPA may give Respondents written notification of the failure and describe the noncompliance, and EPA may send Respondents a written demand for payment of the penalties. Following IDEM’s determination that Respondents have failed to comply with a requirement to pay Future State Response Costs under this OU1 ASAOC, IDEM may give

Respondents written notification of the failure and describe the noncompliance, and IDEM may send Respondents a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA or IDEM has notified Respondents of a violation.

74. All penalties accruing under this Section shall be due and payable to EPA within 30 days after Respondents' receipt of a demand for payment of the penalties unless Respondents invoke the Dispute Resolution procedures under Section XII (Dispute Resolution) within the 30-day period. Respondents shall make all payments and shall send notice of such payments in accordance with the procedures under ¶ 61.c . Respondents shall indicate in the comment field on the <https://www.pay.gov> payment form that the payment is for stipulated penalties.

75. If Respondents fail to pay stipulated penalties when due, Respondents shall pay Interest on the unpaid stipulated penalties as follows: (a) if Respondents have timely invoked dispute resolution such that the obligation to pay stipulated penalties has been stayed pending the outcome of dispute resolution, Interest shall accrue from the date stipulated penalties are due pursuant to ¶ 72 until the date of payment; and (b) if Respondents fail to timely invoke dispute resolution, Interest shall accrue from the date of demand under ¶ 74 until the date of payment. If Respondents fail to pay stipulated penalties and Interest when due, the United States or the State (as applicable) may institute proceedings to collect the penalties and Interest.

76. The payment of penalties and Interest, if any, shall not alter in any way Respondents' obligation to comply with the terms of this OU1 ASAOC.

77. Nothing in this OU1 ASAOC shall be construed as prohibiting, altering, or in any way limiting the ability of EPA or IDEM to seek any other remedies or sanctions available by virtue of Respondents' violation of this OU1 ASAOC or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3), provided, however, that EPA shall not seek civil penalties pursuant to Section 122(l) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided in this OU1 ASAOC, except in the case of a willful violation of this OU1 ASAOC.

78. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this OU1 ASAOC. IDEM will neither assess nor collect stipulated penalties under this OU1 ASAOC, other than penalties for non-payment of Future State Response Costs.

XIV. COVENANTS BY EPA AND THE STATE

79. Except as provided in Section XV (Reservation of Rights by EPA and the State), EPA and the State covenant not to sue or to take administrative action against Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), and pursuant to Indiana Code 13-25-4-8, for response actions required for OU1 (including for the Work Required Under the PPA) and for the Specified Z1&3 Response Costs and Future Response Costs. Except with respect to future liability, this covenant not to sue shall take effect upon the

Effective Date. With respect to future liability, this covenant shall take effect upon certification of completion of the remedial action by EPA pursuant to 42 U.S.C. § 9622(f)(3). These covenants are conditioned upon the complete and satisfactory performance by Respondents of their obligations under this OU1 ASAOC and the complete and satisfactory performance by Purchaser of its obligations under the PPA.

80. The covenants not to sue in Paragraph 79 extend only to Respondents and the Additional Covered Parties, and the successors of a Respondent or Additional Covered Party but only to the extent that the alleged liability of the successor of the Respondent or Additional Covered Party is based solely on its status as a successor of a Respondent or Additional Covered Party, and do not extend to any other persons.

81. EPA agrees that the participation of the Additional Covered Parties for the limited purpose of accepting benefits they are receiving under this OU1 ASAOC and assenting to their covenants and commitments in Section XVI and Section XVIII, and any provision of funding they make with respect to this OU1 ASAOC shall not be used by EPA to support any argument in any proceeding that any of the Additional Covered Parties are directly or indirectly liable under CERCLA or any other applicable law.

XV. RESERVATIONS OF RIGHTS BY THE UNITED STATES AND THE STATE

82. Except as specifically provided in this OU1 ASAOC, nothing in this OU1 ASAOC shall limit the power and authority of the United States or the State to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants, or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing in this OU1 ASAOC shall prevent the United States and the State from seeking legal or equitable relief to enforce the terms of this OU1 ASAOC, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Respondents or the Additional Covered Parties in the future to perform additional activities pursuant to CERCLA or any other applicable law.

83. The covenants set forth in Section XIV (Covenants by EPA and the State) above do not pertain to any matters other than those expressly identified therein. EPA and the State reserve, and this OU1 ASAOC is without prejudice to, all rights against Respondents and the Additional Covered Parties with respect to all other matters, including, but not limited to:

- a. liability for failure by Respondents to meet a requirement of this OU1 ASAOC;
- b. liability for additional operable units at the Site – including OU2;
- c. liability for costs not included within the definitions of the Specified Z1&3 Response Costs and Future Response Costs;
- d. criminal liability;
- e. liability for violations of federal or state law that occur during or after implementation of the Work Required Under the PPA;

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

g. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site; and

h. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site not paid as Future Response Costs under this OU1 ASAOC.

84. Reservations for New Information and Unknown Conditions.

a. Notwithstanding any other provision of this OU1 ASAOC, the United States and the State reserve, and this OU1 ASAOC is without prejudice to, the right to institute proceedings or to issue an administrative order seeking to compel the Respondents and the Additional Covered Parties (1) to perform further response actions relating to OU1 or the Site or (2) to reimburse the United States and the State for additional costs of response if, prior to certification of completion of the remedial action at the Site:

(i) conditions at the Site, previously unknown to EPA, are discovered,

or

(ii) information, previously unknown to EPA, is received in whole or in part,

and these previously unknown conditions or information together with other relevant information indicate that the remedial action is not protective of human health or the environment.

b. Notwithstanding any other provision of this OU1 ASAOC, the United States and the State reserve, and this OU1 ASAOC is without prejudice to, the right to institute proceedings or to issue an administrative order seeking to compel the Respondents and the Additional Covered Parties, (1) to perform further response actions relating to OU1 or the Site or (2) to reimburse the United States and the State for additional costs of response if, subsequent to certification of completion of the remedial action at the Site:

(i) conditions at the Site, previously unknown to EPA, are discovered,

or

(ii) information, previously unknown to EPA, is received in whole or in part,

and these previously unknown conditions or information together with other relevant information indicate that the remedial action is not protective of human health or the environment.

c. For purposes of ¶ 84.a, the information and the conditions known to EPA shall include only that information contained in EPA's administrative record for the Site as of the Effective Date. For purposes of ¶ 84.b, the information and the conditions known to EPA shall

include only that information contained in EPA's administrative record for the Site as of the date of EPA's certification of completion of the remedial action at the Site.

85. Other Reservations

a. The Parties acknowledge that sampling has not occurred under houses, streets, sidewalks, and other impermeable surfaces (collectively "hardscapes") within Zone 2 and Zone 3. Notwithstanding any other provision of this OU1 ASAOC, if (1) Institutional Controls do not govern removal of these hardscapes and the management of soils beneath these hardscapes, and (2) an impermeable barrier no longer exists and will not be replaced within a time frame deemed acceptable by EPA to prevent people from ingesting, inhaling, or having direct contact with the underlying soils, and contaminated soil is discovered requiring response under the OU1 RODs, EPA reserves the right to issue administrative orders or take other enforcement actions consistent with the remedy selected in the OU1 RODs directing the Respondents to remediate the contaminated soil, including excavation, removal, transportation, disposal, and restoration. EPA also retains the option to take an EPA-lead response action to remediate the contaminated soil. Should EPA become aware of soils requiring remediation as described in this Paragraph 85.a, EPA will provide notice to Respondents when deemed practicable by EPA in accordance with Section XX prior to taking or requiring response action to remediate the contaminated soil.

b. Notwithstanding any other provision of this OU1 ASAOC, EPA and the State retain all authority and reserve all rights to take any and all response actions authorized by law.

XVI. COVENANTS BY RESPONDENTS AND ADDITIONAL COVERED PARTIES

86. Respondents and Additional Covered Parties covenant not to sue and agree not to assert any claims or causes of action against the United States or the State, or its contractors or employees, with respect to response actions taken or required for OU1 including the Work Required Under the PPA, the OU1 UAOs, the Specified Z1&3 Response Costs, Future Response Costs, and this OU1 ASAOC, including, but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund through 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 under Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law relating to response actions required for OU1 (including the Work Required Under the PPA), Future Response Costs, and this OU1 ASAOC; or

c. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the State Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law.

87. Except as expressly provided in ¶ 90 (Waiver of Claims by Respondents and Additional Covered Parties), these covenants not to sue shall not apply in the event the United

States or the State brings a cause of action or issues an order pursuant to any of the reservations set forth in Section XV (Reservations of Rights by the United States and the State), other than in ¶ 83.a (liability for failure to meet a requirement of the OU1 ASAOC), 83.d (criminal liability), or 83.e (violations of federal/state law during or after implementation of the Work Required Under the PPA), but only to the extent that Respondents' or Additional Covered Parties' claims arise from the same response action, response costs, or damages that the United States or the State is seeking pursuant to the applicable reservation. For the avoidance of doubt, the Parties and Additional Covered Parties agree that all defenses to causes of actions or orders within the scope of the reservations in Section XV are reserved.

88. Nothing in this OU1 ASAOC 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).

89. Respondents reserve, and this OU1 ASAOC is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, and brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States, as that term is defined in 28 U.S.C. § 2671, while acting within the scope of his or her office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, the foregoing shall not include any claim based on EPA's selection of response actions, or the oversight or approval of Respondents' deliverables or activities.

90. **Waiver of Claims by Respondents and Additional Covered Parties**

a. Respondents and Additional Covered Parties 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, 42 U.S.C. §§ 9607(a) and 9613) that they may have:

(1) **De Micromis Waiver.** For all matters relating to OU1 against any person where the person's liability to Respondents and Additional Covered Parties with respect to OU1 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.

(2) **De Minimis/Ability to Pay Waiver.** For response costs relating to OU1 against any person that in the future enters into a final CERCLA § 122(g) *de minimis* settlement, or a final settlement based on limited ability to pay, with EPA with respect to the Site.

b. Exceptions to Waivers

(1) The waivers under this ¶ 90 shall not apply with respect to any defense, claim, or cause of action that a Respondent or Additional Covered Parties may have against any person otherwise covered by such waivers if such person asserts a claim or cause of action relating to the Site against such Respondent.

(2) The waiver under ¶ 90.a(1) (De Micromis Waiver) shall not apply to any claim or cause of action against any person otherwise covered by such waiver, if EPA determines that: (i) 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; or (ii) 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 if (iii) such person 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.

XVII. OTHER CLAIMS

91. By issuance of this OU1 ASAOC, the United States and the State assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The United States and the State shall not be deemed a party to any contract entered into by Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this OU1 ASAOC.

92. Except as expressly provided in ¶ 90 (Waiver of Claims by Respondents and Additional Covered Parties) and Section XIV (Covenants by EPA), nothing in this OU1 ASAOC constitutes a satisfaction of or release from any claim or cause of action against Respondents, the Additional Covered Parties, or any person not a party to this OU1 ASAOC for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages, and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

93. No action or decision by EPA or the State pursuant to this OU1 ASAOC shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XVIII. EFFECT OF SETTLEMENT/CONTRIBUTION

94. Except as provided in ¶ 90 (Waiver of Claims by Respondents and Additional Covered Parties), nothing in this OU1 ASAOC shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this OU1 ASAOC. Except as provided in Section XVI (Covenants by Respondents and Additional Covered 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 OUI ASAOC 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).

95. The Parties agree that this OUI ASAOC constitutes an administrative settlement pursuant to which each Respondent has, as of the Effective Date, resolved liability to the United States within the meaning of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and to the State within the meaning of Indiana Code 13-25-4-23(a), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, and by Indiana Code 13-25-4-27, or as may be otherwise provided by law, for the “matters addressed” in this OUI ASAOC. The Additional Covered Parties are also entitled, as of the Effective Date of this OUI ASAOC, to protection from contribution actions or claims as provided by Section 113(f)(2) and 122(h)(4) of CERCLA, or other applicable law, for the “matters addressed” in this OUI ASAOC. The “matters addressed” in this OUI ASAOC are response actions taken or required for OUI, including the Work Required Under the PPA, the OUI UAOs, the Specified Z1&3 Response Costs, and Future Response Costs. The Parties agree that the contribution protections in this OUI ASAOC do not apply to actions or claims that may be brought between or among any of the Respondents or Additional Covered Parties for cost recovery or contribution.

96. The Parties further agree that this OUI ASAOC constitutes an administrative settlement pursuant to which each Respondent and each Additional Covered Party has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

97. Each Respondent and each Additional Covered Party shall, with respect to any suit or claim brought by it for matters related to this OUI ASAOC, notify EPA and the State in writing no later than 60 days prior to the initiation of such suit or claim. Each Respondent and each Additional Covered Party also shall, with respect to any suit or claim brought against it for matters related to this OUI ASAOC, notify EPA and the State in writing within 10 days after service of the complaint or claim upon it. In addition, each Respondent and each Additional Covered Party shall notify EPA and the State within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this OUI ASAOC.

98. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, or by IDEM or the State on behalf of IDEM, for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondents and Additional Covered 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 by EPA and the State set forth in Section XIV (Covenants by EPA and the State).

XIX. INDEMNIFICATION

99. The United States and the State do not assume any liability by entering into this OUI ASAOC or by virtue of any designation of Respondents as EPA's authorized representatives under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), and 40 C.F.R. 300.400(d)(3). Respondents shall indemnify, save, and hold harmless the United States, the State, their officials, agents, employees, contractors, subcontractors, employees, and representatives for or from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, or subcontractors, and any persons acting on Respondents' behalf or under their control, in carrying out activities pursuant to this OUI ASAOC. Further, Respondents agree to pay the United States and the State all costs it incurs, including, but not limited to attorneys' fees and other expenses of litigation and settlement arising from, or on account of, claims made against the United States or the State based on negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this OUI ASAOC and the PPA. The United States and the State shall not be held out as a party to any contract entered into, by, or on behalf of Respondents in carrying out activities pursuant to this OUI ASAOC. Neither Respondents nor any such contractor shall be considered an agent of the United States.

100. The United States and the State shall give Respondents notice of any claim for which the United States or the State plans to seek indemnification pursuant to this Section and shall consult with Respondents prior to settling such claim.

101. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States or the State for damages or reimbursement or for set-off of any payments made, or to be made, to the United States or the State, arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work Required Under the PPA on or relating to Modified Zone 1, including, but not limited to, claims on account of construction delays. In addition, Respondents shall indemnify and hold harmless the United States and the State with respect to any and all claims for damages or reimbursement arising from or on account of, any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work Required Under the PPA or relating to Modified Zone 1, including, but not limited to, claims on account of construction delays.

XX. NOTICES AND SUBMISSIONS

102. Whenever, under this OUI ASAOC, notice is required to be given, or a report or deliverable is required to be sent, by one party to another, it must be directed to the person(s) specified below at the address(es) specified below. Any party may change the person and/or address applicable to it by providing notice of such changes to all parties. All notices under this Section are effective upon receipt, unless otherwise specified. Notice should be provided by

email, if available, with notice by regular mail as an acceptable alternative, unless otherwise specified. Except as otherwise noted, notice to a party by email or by regular mail in accordance with this Section satisfies any notice requirement of the OUI ASAOC regarding such party.

As to EPA:

Douglas Ballotti
Director, Superfund Division
United States Environmental Protection Agency
Region 5
77 W. Jackson Blvd. (SR-6J)
Chicago, Illinois 60604
ballotti.douglas@epa.gov

Sarah Rolfes
Thomas Alcamo
Superfund Division
United States Environmental Protection Agency
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Chicago, Illinois 60604
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Steven Kaiser
Jamie Getz
Office of Regional Counsel
United States Environmental Protection Agency
Region 5
77 W. Jackson Blvd.
Chicago, Illinois 60604
kaiser.steven@epa.gov
getz.jamie@epa.gov

As to the U.S. Department of Justice:

EES Case Management Unit
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ #90-11-3-10884/8
eescdcopy.enrd@usdoj.gov

As to the State of Indiana:

Lisa McCoy
Deputy Commissioner of Office of Legal Counsel
Indiana Department of Environmental Management
100 North Senate Avenue
IGCN – 13th Floor

Indianapolis, Indiana 46204
lmccoy@idem.in.gov

As to Respondent Atlantic
Richfield Company:

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30 South Wacker Drive
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Michael H. Elam
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michael.elam@btlaw.com

As to Respondent E. I. du
Pont de Nemours and
Company:

Patricia McGee
Corporate Counsel
E.I. du Pont de Nemours and Company
974 Centre Road, Bldg. 735
Wilmington, Delaware 19805
patricia.mcgee@corteva.com

As to Respondent The
Chemours Company FC,
LLC:

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Project Director
Corporate Remediation Group
The Chemours Company
974 Centre Road
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sathya.v.yalvigi@chemours.com

Todd Coomes
Chemours Legal 655-9
The Chemours Company
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Wilmington, Delaware 19899
todd.coomes@chemours.com

David L. Rieser
K&L Gates LLP
70 West Madison Street
Suite 3300
Chicago, Illinois 60602

david.rieser@klgates.com

As to the Respondent U.S.
Smelter and Lead Refinery,
Inc.:

Mary Gade
E5431 County Road South
Reedsburg, WI 53959
mary.gade@yahoo.com

As to the Respondent United
States Metals Refining
Company:

David P. Gosen
Jason Hughes
United States Metal Refining Co.
333 North Central Avenue
Phoenix, Arizona 85004
dgosen@fmi.com
jhughes@fmi.com

David L. Wallis
Gallagher & Kennedy, P.A.
2575 East Camelback Road
Phoenix, Arizona 85016
dlw@gknet.com

As to Additional Covered
Parties Arava Natural
Resources Company, Inc.,
Mining Remedial Recovery
Company, and Mueller
Industries, Inc.:

Thomas Brugato
Covington & Burling
One CityCenter
850 Tenth Street, NW
Washington, DC 20001-4956
tbrugato@cov.com

XXI. INTEGRATION/APPENDICES

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

- a. Appendix A is a map of Modified Zone 1 of the Site.
- b. Appendix B is the legal description and a map of the Property
- c. Appendix C is a map of the U.S. Smelter and Lead, Inc. Superfund Site
- d. Appendix D is the Itemized Cost Summary

XXII. MODIFICATION AND TERMINATION

104. Any requirement of this OU1 ASAOC may be modified or terminated, in whole or in part, by mutual written agreement of the Parties or by entry of a Consent Decree that expressly modifies or supersedes this OU1 ASAOC.

105. No informal advice, guidance, suggestion, or comment EPA representatives regarding any deliverable submitted by Respondents shall relieve Respondents of their obligation to obtain any formal approval required by this OU1 ASAOC, or to comply with all requirements of this OU1 ASAOC, unless it is formally modified.

XXIII. PUBLIC COMMENT, EFFECTIVE DATE, AND TERMINATION OF THE 2014 CONSENT DECREE

106. **Public Comment.** This OU1 ASAOC is subject to a thirty (30) day public comment period, after which the United States or the State may withhold its consent or seek to modify this OU1 ASAOC if comments received disclose facts or considerations which indicate that this Settlement is inappropriate, improper or inadequate.

107. **Effective Date.** This OU1 ASAOC shall be effective when the following two conditions have been met: (1) EPA issues written notice to Respondents that the United States and the State have fully executed this OU1 ASAOC after review of and response to any public comments, and (2) the PPA has become effective pursuant to Paragraph 111 of the PPA.

108. **Termination of 2014 Consent Decree.** The ROD Amendment accounts for the changed conditions within Zone 1, including the demolition of the WCHC, the change in zoning, and the anticipated sale of Modified Zone 1. The ROD Amendment supersedes the 2012 ROD with respect to Zone 1. Thus, following the later of: (i) 30 days after the Effective Date of the PPA and this OU1 ASAOC; or (ii) 30 days after full payment of the amounts due under ¶ 61.a (Payments for Specified Z1&3 Response Costs) – the parties to the 2014 Consent Decree will jointly seek the termination of the 2014 Consent Decree.

IT IS SO AGREED AND ORDERED;

Signature Page for Operable Unit 1 Administrative Settlement Agreement on Consent regarding the USS Lead Superfund Site, East Chicago, Indiana (CERCLA Docket No. V-W-22-C-003)

U.S. ENVIRONMENTAL PROTECTION AGENCY:



Digitally signed by
DOUGLAS BALLOTTI
Date: 2022.03.23
16:21:59 -05'00'

March 23, 2022
Dated

Douglas Ballotti, Director
Superfund and Emergency Management Division
U.S. EPA, Region 5
77 W. Jackson Blvd.
Chicago, Illinois 60604

Signature Page for Operable Unit 1 Administrative Settlement Agreement on Consent regarding the USS Lead Superfund Site, East Chicago, Indiana

U.S. DEPARTMENT OF JUSTICE:

Todd Kim
Assistant Attorney General
U.S. Department of Justice
Environment and Natural Resources Division

Dated: April 7, 2022



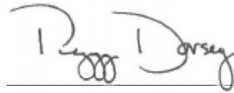
Katherine A. Abend
Matthew Indrisano
Trial Attorneys
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Enforcement Section
P.O. Box 7611
Washington, D.C. 20044-7611

Signature Page for Operable Unit 1 Administrative Settlement Agreement on Consent regarding the USS Lead Superfund Site, East Chicago, Indiana (CERCLA Docket No. V-W-22-C-003)

STATE OF INDIANA

3/15/2022

Dated _____

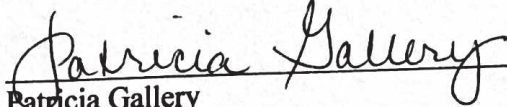


Peggy Dorsey
Assistant Commissioner
Office of Land Quality
Indiana Department of Environmental Management
Indiana Government Center North 1154
100 N. Senate Avenue
Indianapolis, IN 46202

Signature Page for Operable Unit 1 Administrative Settlement Order on Consent regarding the
US Smelter and Lead Refinery Superfund Site, East Chicago, Indiana

ATLANTIC RICHFIELD COMPANY

15 MARCH 2022
Dated



Patricia Gallery
President, Atlantic Richfield Company
201 Helios Way
Houston, TX 77079

Signature Page for Operable Unit 1 Administrative Settlement Order on Consent regarding the US Smelter and Lead Refinery Superfund Site, East Chicago, Indiana

THE CHEMOURS COMPANY, FC, LLC.

3-15-2022

Dated



Tom Ei

Director, Environment and Remediation

The Chemours Company

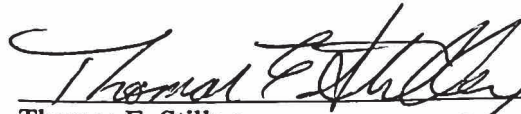
1007 Market Street – 507-1

Wilmington, DE 19801

Signature Page for Operable Unit 1 Administrative Settlement Order on Consent regarding the US Smelter and Lead Refinery Superfund Site, East Chicago, Indiana

E. I. DU PONT DE NEMOURS AND COMPANY

3/15/22
Dated



Thomas E. Stille
Remediation Business Manager
974 Centre Road Bldg 135
Wilmington, DE 19805

Signature Page for Operable Unit 1 Administrative Settlement Order on Consent regarding the US Smelter and Lead Refinery Superfund Site, East Chicago, Indiana

U.S. SMELTER AND LEAD REFINERY, INC.

3/7/2022
Dated



Norman Johnson
Vice President & Secretary
Mining Remedial Recovery Company
4780 Caterpillar Road, Unit C
Redding, CA 96003

Signature Page for Operable Unit 1 Administrative Settlement Order on Consent regarding the US Smelter and Lead Refinery Superfund Site, East Chicago, Indiana

UNITED STATES METALS REFINING COMPANY

Scott Statham Digitally signed by Scott Statham
Date: 2022.03.09 11:38:08 -07'00'

Dated

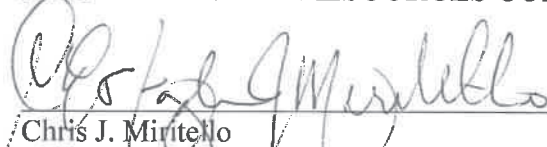
K. Scott Statham
Vice President
United States Metals Refining Company
333 N. Central Avenue
Phoenix, AZ 85004

Signature Page for Operable Unit 1 Administrative Settlement Order on Consent regarding the US Smelter and Lead Refinery Superfund Site, East Chicago, Indiana

The Additional Covered Party identified below executes this Signature Page for the limited purpose of accepting the benefits that such Party is receiving under this Settlement and assenting to such Party's covenants and commitments in Section XVI and Section XVIII.

ARAVA NATURAL RESOURCES COMPANY, INC.

3/10/2022
Dated



Chris J. Mirtello
Vice President, General Counsel, & Corporate Secretary
Mueller Industries, Inc.
150 Schilling Blvd., Suite 100
Collierville, TN 38017

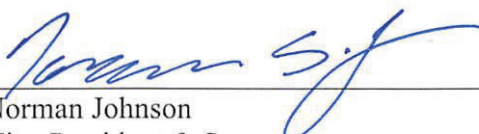
Signature Page for Operable Unit 1 Administrative Settlement Order on Consent regarding the US Smelter and Lead Refinery Superfund Site, East Chicago, Indiana

The Additional Covered Party identified below executes this Signature Page for the limited purpose of accepting the benefits that such Party is receiving under this Settlement and assenting to such Party's covenants and commitments in Section XVI and Section XVIII.

MINING REMEDIAL RECOVERY COMPANY

3/7/2022

Dated



Norman Johnson

Vice President & Secretary

Mining Remedial Recovery Company

4780 Caterpillar Road, Unit C

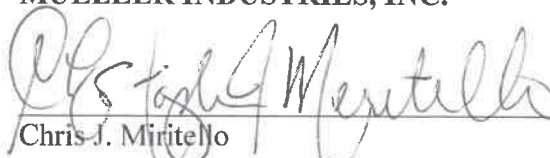
Redding, CA 96003

Signature Page for Operable Unit 1 Administrative Settlement Order on Consent regarding the US Smelter and Lead Refinery Superfund Site, East Chicago, Indiana

The Additional Covered Party identified below executes this Signature Page for the limited purpose of accepting the benefits that such Party is receiving under this Settlement and assenting to such Party's covenants and commitments in Section XVI and Section XVIII.

3/10/2022
Dated

MUELLER INDUSTRIES, INC.



Chris J. Miritello
Vice President, General Counsel, & Corporate Secretary
Mueller Industries, Inc.
150 Schilling Blvd., Suite 100
Collierville, TN 38017

APPENDIX A
TO THE OU1 ASAOC

MAP OF MODIFIED ZONE 1



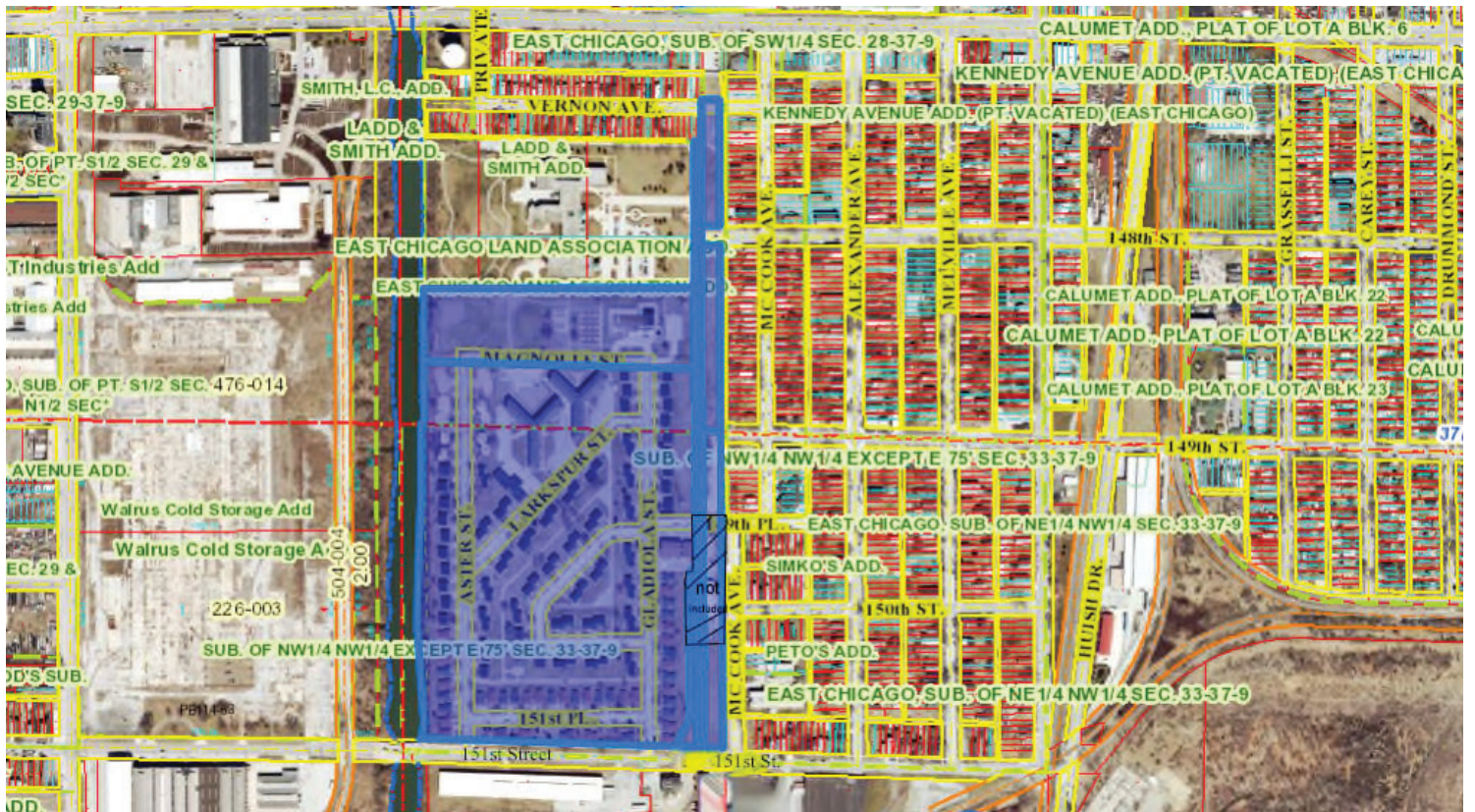
Legend
 Approximate Site Boundary

USS Lead
 East Chicago, Indiana

Figure 2
 Site Layout Map

APPENDIX B
TO THE OU1 ASAOC

MAP AND LEGAL DESCRIPTION
OF THE PROPERTY



Pictorial Depiction of the real estate to be purchased by Industrial Development Advantage of East Chicago, LLC. The color blue depicts the real estate to be purchased. The area with black hash marks will not be purchased, but will be retained by the seller.

Real Estate to be purchased by Industrial Development Advantage of East Chicago, LLC

Parcels 1 and 5:

Current Vesting: East Chicago Housing Authority

**Split from Tax Parcel Numbers 45-03-28-351-046.000-024 and
45-03-33-101-005.000-024**

Part of the Southwest Quarter of Section 28, Township 37 North, Range 9 West of the Second Principal Meridian and Part of the Northwest Quarter of Section 33, Township 37 North, Range 9 West of the Second Principal Meridian in Lake County, Indiana, more particularly described as follows: Commencing at the Southeast corner of Block 4, Subdivision of the Northwest Quarter of Section 33, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of East Chicago, as shown in Plat Book 4, page 4, in the Recorder's Office of Lake County, Indiana; thence North along the East line of said Block 4 and said line extended to the South right of way line of Chicago Avenue; thence East along said South line, a distance of 75 feet; thence South along a line that is 75 feet distant and parallel to the West line of this described tract to the North right of way line of 151st Street; thence West 75 feet to a point on the East line of said Block 4 that is 45 feet North of the point of commencement, excepting therefrom the North 266 feet;

Also excepting that part lying within the following described parcel of land:

That part of Block 4, as marked and laid down on the recorded Plat of Subdivision of part of the Northwest Quarter of Section 33, Township 37 North, Range 9 West of the Second Principal Meridian, situated in the City of East Chicago, Lake County, Indiana along with part of the Northwest Quarter of Section 33, Township 37 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana described as follows:

Commencing at the point of intersection of the southerly line of said Block 4 (being also the center line of 151st Street as dedicated) with a line parallel to and 30,000 feet westerly of the east line of said Block 4 (said east line being also the west line of the 75.0 foot right of way conveyed to Chicago and Calumet Terminal Transfer Railway Company by the deed dated April 2, 1890 and recorded in Deed Record 49, page 375, in the Recorder's Office of Lake County, Indiana); thence running northerly on said parallel line a distance of 755.0 feet to the Point of Beginning; thence running westerly at right angles to said parallel line 20.0 feet; thence southwesterly a distance of 51.20 feet more or less, to a point in a line 31.0 feet distant, westerly from said parallel line and 50.0 feet south of the north line of this parcel of real estate extended westerly; thence running south and parallel to said parallel line a distance of 234.00 feet; thence running easterly at right angles to said parallel line a distance of 136.00 feet to a line 75.00 feet distant and parallel to the east line of said Block 4; thence running northerly on said parallel line a distance of 512.00 feet; thence running westerly at right angles to said parallel line a distance of 105.00 feet to a line parallel to and 30.00 feet westerly of the east line of said Block 4; thence running south on said parallel line a distance of 228.0 feet to the Point of Beginning, in Lake County, Indiana.

Parcel 2:

Current Vesting: City of East Chicago for the use and benefit of its Department of Parks and Recreation

Tax Parcel Number 45-03-28-351-047.000-024

All that part of Block 13, Subdivision of the Southwest Quarter of Section 28, Township 37 North, Range 9 West of the 2nd P.M. in the City of East Chicago, Lake County, Indiana, as shown in Plat Book 2, page 25, in the Office of the Recorder of Lake County, Indiana;

EXCEPTING THEREFROM: The East 30 feet thereof;

ALSO EXCEPTING THEREFROM: Beginning at a point 100 feet East of the West Line of Section 28, which point is the Northwest corner of Block 13; thence Easterly and along the North Line of Block 13, a distance of 1,102 feet; thence Southerly and along a line 30 feet West of and parallel to the Easterly Line of said Block 13, a distance of 186.6 feet; thence Southwesterly (South 29° 44' 30" West) a distance of 27.01 feet; thence Westerly and parallel to the North Line of

Block 13, a distance of 1,088.4 feet; thence Northerly and parallel to the West Line of Section 23, a distance of 210.0 feet; to the point of beginning;

ALSO EXCEPTING THEREFROM: Commencing at the Southwest corner of Block 13, thence Northerly on and upon the West Line of said Block 13 a distance of 250.25 feet; thence Easterly parallel to the South Line of said Block 13 a distance of 125.07 feet; thence Northerly parallel to the West Line of said Block 13 a distance of 60.00 feet; thence Easterly parallel to the South Line of said Block 13 a distance of 813.34 feet; thence Southerly parallel to the East Line of said Block 13 a distance of 60.00 feet; thence Easterly parallel to the South Line of said Block 13 a distance of 163.11 feet to a line parallel to and 30 feet West of the East Line of said Block 13; thence Southerly parallel to said East Line of Block 13 a distance of 250.25 feet to the South Line of said Block 13; thence Westerly on and upon the said South Line of Block 13 a distance of 1,102.3 feet to the place of commencement.

Parcel 3:

Current Vesting: East Chicago Housing Authority

Tax Parcel Number 45-03-28-351-048.000-024

The East 30 feet of Block 13, Subdivision of the Southwest Quarter of Section 28, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of East Chicago, as per plat thereof, recorded in Plat Book 2, page 25, in the Office of the Recorder of Lake County, Indiana.

Parcel 4:

Current Vesting: East Chicago Housing Authority

Split from Tax Parcel Number 45-03-33-101-004.000-024

The East 30 feet of Block 4, (except the South 45 feet thereof) Subdivision of the Northwest Quarter of Section 33, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of East Chicago, as per plat thereof, recorded in Plat Book 4, page 4, in the Office of the Recorder of Lake County, Indiana;

Also excepting that part lying within the following described parcel of land:

That part of Block 4, as marked and laid down on the recorded Plat of Subdivision of part of the Northwest Quarter of Section 33, Township 37 North, Range 9 West of the Second Principal Meridian, situated in the City of East Chicago, Lake County, Indiana along with part of the Northwest Quarter of Section 33, Township 37 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana described as follows:

Commencing at the point of intersection of the southerly line of said Block 4 (being also the center line of 151st Street as dedicated) with a line parallel to and 30,000 feet westerly of the east line of said Block 4 (said east line being also the west line of the 75.0 foot right of way conveyed to Chicago and Calumet Terminal Transfer Railway Company by the deed dated April 2, 1890 and recorded in Deed Record 49, page 375, in the Recorder's Office of Lake County, Indiana); thence running northerly on said parallel line a distance of 755.0 feet to the Point of Beginning; thence running westerly at right angles to said parallel line 20.0 feet; thence southwesterly a distance of 51.20 feet more or less, to a point in a line 31.0 feet distant, westerly from said parallel line and 50.0 feet south of the north line of this parcel of real estate extended westerly; thence running south and parallel to said parallel line a distance of 234.00 feet; thence running easterly at right angles to said parallel line a distance of 136.00 feet to a line 75.00 feet distant and parallel to the east line of said Block 4; thence running northerly on said parallel line a distance of 512.00 feet; thence running westerly at right angles to said parallel line a distance of 105.00 feet to a line parallel to and 30.00 feet westerly of the east line of said Block 4; thence running south on said parallel line a distance of 228.0 feet to the Point of Beginning, in Lake County, Indiana.

Parcel 6:

Current Vesting: The City of East Chicago Housing Authority

Tax Parcel Number 45-03-33-101-001.000-024

All of Block 4, Subdivision of part of the Northwest Quarter of Section 33, Township 37 North, Range 9 west of the 2nd P.M. in the City of East Chicago, as per plat thereof, recorded in Plat Book 4, Page 4, in the Office of the Recorder of Lake County, Indiana, excepting the East 30 feet, also excepting that part conveyed to Goldschmidt Detinning Company by Warranty Deed dated 11-14-11 and recorded 11-18-11 in Deed Record 174, pages 391 and 392, and also excepting therefrom that part conveyed to Metal and Thermit Corporation by deed dated 11-6-62 and recorded 11-15-62 in Deed Record 1219, Page 528.

And: Commencing at the Southwest corner of Block 13, Subdivision of the Southwest Quarter of Section 28, Township 37 North, Range 9 West of the 2nd P.M. in the City of East Chicago, Indiana, as shown in Plat Book 2, Page 25, in Lake County, Indiana: thence Northerly on and upon the West line of said Block 13 a distance of 250.25 feet; thence Easterly parallel to the South line of said Block 13 a distance of 125.07 feet; thence Northerly parallel to the West line of said Block 13 a distance of 60.00 feet; thence Easterly parallel to the South line of said Block 13 a distance of 813.34 feet; thence Southerly parallel to the East line of said Block 13 a distance of 60.00 feet; thence Easterly parallel to the South line of said Block 13 a distance of 163.11 feet to a line parallel to and 30 feet West of the East line of said Block 13; thence Southerly parallel to said East line of Block 13 a distance of 250.25 feet to the South line of said Block 13; thence Westerly on and upon the said South line of Block 13 a distance of 1102.3 feet to the place of commencement.

Parcel 7:

Current Vesting: City of East Chicago

Split from Tax Parcel Number 45-03-33-101-002.000-024

That part of Block 4, as marked and laid down on the recorded plat of a Subdivision of part of the Northwest Quarter of Section 33, Township 37 North, Range 9 West of the Second Principal Meridian, situated in the City of East Chicago, Lake County, Indiana described as follows: Beginning at the point of intersection of the Southerly line of said Block 4 (being also the center line of 151st Street as dedicated) with a line parallel to and 30.0 feet Westerly of the East line of said Block 4 (said East line being also the West line of the 75.0 foot right of way conveyed to the Chicago and Calumet Terminal Transfer Railway Company by Deed Dated April 2, 1890, and recorded in Deed Record 49, page 375, in the Recorder's Office of Lake County, Indiana); thence running Northerly on said parallel line a distance of 205.0 feet to a point, which point shall be the starting point of this description; thence running Northerly on said parallel line a distance of 550.0 feet to a point; thence running Westerly at right angles to said parallel line 20.0 feet: thence Southwesterly a distance of 51.20 feet, more or less, to a point in a line 31.0 feet distant, Westerly from said parallel line and 50.0 feet South of the North line of this parcel of real estate extended Westerly; thence running South and parallel to said parallel line a distance of 553.63 feet, more or less, to the Northwesterly side of the tract of land conveyed by Deed of East Chicago Company to Goldsmith Detinning Company, dated November 14, 1911, and recorded in Deed Record 174, page 391, in the Recorder's Office of Lake County, Indiana; thence running Northeasterly along the Northwesterly line of said tract, 62.15 feet, more or less, to the point of beginning, in Lake County, Indiana;

Excepting that part lying within the following described parcel of land:

That part of Block 4, as marked and laid down on the recorded Plat of Subdivision of part of the Northwest Quarter of Section 33, Township 37 North, Range 9 West of the Second Principal Meridian, situated in the City of East Chicago, Lake County, Indiana along with part of the Northwest Quarter of Section 33, Township 37 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana described as follows:

Commencing at the point of intersection of the southerly line of said Block 4 (being also the center line of 151st Street as dedicated) with a line parallel to and 30,000 feet westerly of the east line of said Block 4 (said east line being also the west line of the 75.0 foot right of way conveyed to Chicago and Calumet Terminal Transfer Railway Company by the deed dated April 2, 1890 and recorded in Deed Record 49, page 375, in the Recorder's Office of Lake County, Indiana); thence

running northerly on said parallel line a distance of 755.0 feet to the Point of Beginning; thence running westerly at right angles to said parallel line 20.0 feet; thence southwesterly a distance of 51.20 feet more or less, to a point in a line 31.0 feet distant, westerly from said parallel line and 50.0 feet south of the north line of this parcel of real estate extended westerly; thence running south and parallel to said parallel line a distance of 234.00 feet; thence running easterly at right angles to said parallel line a distance of 136.00 feet to a line 75.00 feet distant and parallel to the east line of said Block 4; thence running northerly on said parallel line a distance of 512.00 feet; thence running westerly at right angles to said parallel line a distance of 105.00 feet to a line parallel to and 30.00 feet westerly of the east line of said Block 4; thence running south on said parallel line a distance of 228.0 feet to the Point of Beginning, in Lake County, Indiana.

Parcel 8:

Current Vesting: City of East Chicago

Tax Parcel Number 45-03-33-101-003.000-024

That part of Block 4 in a Subdivision of part of the Northwest Quarter of Section 33, Township 37 North, Range 9 West of the 2nd Principal Meridian, in the city of East Chicago, as per plat thereof, recorded in Plat Book 4, page 4, in the Office of the Recorder of Lake County, Indiana, described as follows: Beginning at the point of intersection of the Southerly line of said Block 4 (being also the center line of 151st Street as dedicated) with a line parallel with and 30 feet Westerly of the East Line of said Block 4 (said East line being also the West line of the 75 foot right of way conveyed to the Chicago and Calumet Terminal Transfer Railway Company by Deed dated April 2, 1890); thence Northerly on said parallel line 205 feet; thence Southwesterly on a straight line 180.33 to a point in the Northerly line of 151st Street, 90 feet distant Westerly measured along said North line from its intersection with the line described as parallel with and 30 feet Westerly of the East line of said Block 4; thence Southerly parallel with said East line 45 feet to the center line of 151st Street, Thence Easterly on said center line 90 feet to the place of beginning, in Lake County, Indiana.

Parcel 9:

Current Vesting: East Chicago Housing Authority

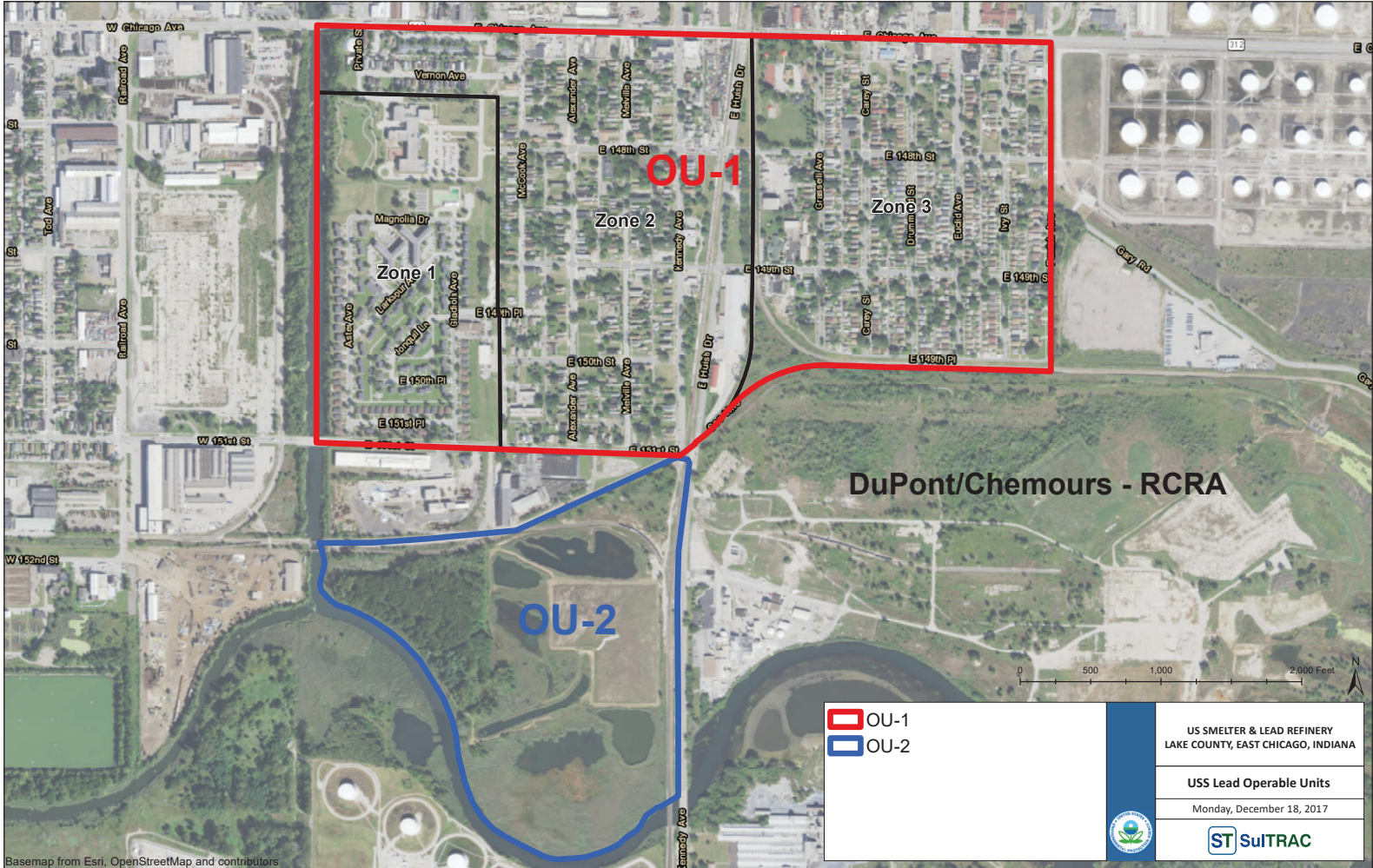
Tax Parcel Number 45-03-28-351-045.000-024

The East 30 feet of Lot 37, Block 12, Subdivision of the Southwest Quarter of Section 28, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of East Chicago, as per plat thereof, recorded in Plat Book 2, page 25, in the Office of the Recorder of Lake County, Indiana;

EXCEPTING THEREFROM the North 269.4 feet thereof platted as Ladd and Smith's Addition to the City of East Chicago, Lake County, Indiana, recorded in Plat Book 6, page 22, in the Office of the Recorder of Lake County, Indiana.

APPENDIX C
TO THE OU1 ASAOC

SITE MAP



APPENDIX D
TO THE OU1 ASAOC

EPA ITEMIZED COST SUMMARY
OF SPECIFIED Z1&3 RESPONSE COSTS

Itemized Cost Summary Verification

U.S.S. LEAD, EAST CHICAGO, IN SITE ID = 05 3J

CRP# 147041 - OU00 "Z1&3 Future Response Costs" (2014 CD)

Cumulative Site Expenditures Through 12/31/2020

REGIONAL PAYROLL COSTS	\$725,404.18
HEADQUARTERS PAYROLL COSTS	\$9,613.28
REGIONAL TRAVEL COSTS	\$6,752.59
EMERGENCY REMOVAL CLEANUP (ERC) CONTRACT	
ENVIRONMENTAL RESTORATION, L.L.C. (EPS41602)	\$3,737,989.72
ENVIRONMENTAL RESTORATION, L.L.C. (EPS41604)	\$207,662.11
ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (ESAT)	
TECHLAW, INC. (EPW13025)	\$82,520.20
INTERAGENCY AGREEMENT (IAG)	
U.S. DEPARTMENT OF JUSTICE (DOJREPORT)	\$475,734.19
QUALITY ASSURANCE SUPPORT SERVICES (QASU)	
SUSTAINMENT & RESTORATION SERVICES, LLC (EPS51601)	\$446,899.48
RESPONSE ACTION (RAC) CONTRACT	
CH2M HILL, INC. (EPS50601)	\$18,032,947.68
SULTRAC, JV (EPS50602)	\$2,637,544.46
SUPERFUND COOPERATIVE AGREEMENT (SCA)	
INDIANA DEPARTMENT OF ENVIRONMENT MANAGEMENT (V01E00994) ...	\$10,221.00
SUPERFUND TECH. ASSISTANCE & RESPONSE TEAM (START)	
TETRA TECH, INC. (EPS51301)	\$60,323.63
CONTRACT LAB PROGRAM (CLP) COSTS	
FINANCIAL COST SUMMARY	\$85,710.31
EPA INDIRECT COSTS	\$17,200,285.54
TOTAL SITE COSTS BEFORE COST RECOVERY COLLECTIONS	\$43,719,608.37

Itemized Cost Summary Verification

U.S.S. LEAD, EAST CHICAGO, IN SITE ID = 05 3J

CRP# 147041 - OU00 "Z1&3 Future Response Costs" (2014 CD)

Cumulative Site Expenditures Through 12/31/2020

COLLECTIONS/ADJUSTMENTS	(\$24,775,000.00)
EPA COSTS BEFORE PREJUDGMENT INTEREST	\$18,944,608.37
Prejudgment Interest	\$742,814.81
Total Site Costs:	\$19,687,423.18