

States to enter into this Settlement Agreement or to implement or enforce its terms. The obligations of Settling Parties under this Settlement Agreement are joint and several.

II. EPA'S BACKGROUND FINDINGS

3. This Settlement Agreement concerns the Old Roosevelt Field Contaminated Groundwater Area Superfund Site ("Site"). The Site is generally located in the vicinity of the intersection of Clinton Road and Old Country Road, in Garden City, New York. The Site includes an area of groundwater contamination in and around the former Roosevelt Field airfield ("Airfield"), which is currently developed and contains a large retail shopping mall and commercial office buildings.

4. Volatile organic compounds ("VOCs") such as trichloroethene ("TCE") and tetrachloroethene ("PCE"), which are hazardous substances as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), have been used in a wide array of industries including metal working and aircraft maintenance and repair since these VOCs were first put into mass production in the 1930s.

5. In 1978, a release of TCE was discovered at a facility, located at 40 Voice Road, Carle Place, New York ("Facility"), which is north and west of the Airfield. The Facility was then owned and operated by a company unrelated to Settling Parties named Johnson & Hoffman Manufacturing Corporation ("JHMC"). JHMC used TCE and PCE in its metal fabricating operations. In July 1978, a corroded sewer pipe at the Facility was discovered that allowed TCE-contaminated effluent to be released into the ground for an unknown period. JHMC's effluent was found to contain in excess of 10,000 parts per billion of TCE.

6. VOCs were also detected at the Site in 1979 when the Village of Garden City ("Village") detected TCE and PCE in its municipal groundwater Wells 10 and 11, located along Clinton Road. Shortly thereafter, nearby groundwater wells that also tested positive for TCE and PCE were decommissioned.

7. As a result of the groundwater contamination at the Site, in 1990, the New York State Department of Conservation ("NYSDEC") added the Site to its list of inactive hazardous waste disposal sites under state law.

8. On May 11, 2000, the Site was added to the National Priorities List ("NPL") pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, by publication at 65 Federal Register 30482.

9. In 2004, JHMC was discharged in bankruptcy and all its business assets were sold, without interruption of the operations of the Facility. In 2005, the assets were again sold to one or more companies unrelated to the Settling Parties.

10. EPA conducted a remedial investigation/feasibility study ("RI/FS") at the Site from 2005-2007, which identified a plume of groundwater contaminated with, among other things, TCE and PCE at the Airfield and extending 1.5 miles to the south.

11. On September 28, 2007, EPA issued a Record of Decision (“ROD”) for Operable Unit (“OU”) 1 for the Site, which provided for, among other things, the extraction and treatment of the identified VOC-contaminated groundwater as the cleanup remedy.

12. During the implementation of the remedy described in the OU1 ROD, EPA discovered additional elevated concentrations of TCE and PCE in monitoring wells installed in the eastern and southern areas of the Site. This contamination, which is adjacent to the area addressed by OU1, resulted in the need for further remedial investigation of groundwater that EPA identified as OU2 of the Site.

13. The RI for OU2 was conducted from 2014 to 2016 and revealed that the groundwater contamination not only extended to the east and to the south of the area studied in OU1, but also west of Clinton Road near Old Country Road and south of Commercial Avenue.

14. Settling Party Ansaco One is the current owner of the Facility real property, having purchased it on October 2, 2015, and asserts it is a bona fide prospective purchaser within the meaning of Section 107(r) of CERCLA, 42 U.S.C. § 9607(r). Ansaco is the parent company of JHLLC and Ansaco One. Since October 2015, Settling Party JHLLC has been operating the Facility, although as described below, it is planning to shut down shortly. Settling Party JHLLC has asserted that it does not and has never used TCE or PCE in its operations at the Facility.

15. EPA completed an OU2 FS in February 2018. On March 30, 2018, EPA issued a ROD for OU2 at the Site, which provided for, among other things, the treatment of additional contaminated groundwater at the Site in the eastern and southern portions of the Site.

16. To date, EPA has incurred almost \$33 million in response costs to address the groundwater contamination at the Site and anticipates spending approximately \$19 million to implement the remedy as described in the OU2 ROD.

17. On September 5, 2019, Settling Parties notified EPA that JHLLC was winding down its operations at the Facility due to ongoing unprofitability. On September 6, 2019, EPA notified Settling Party JHLLC and Settling Party Ansaco One of their status as potentially responsible parties for the Site.

18. EPA alleges that the Site includes a “facility” within the meaning of Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

19. EPA alleges that Settling Parties are potentially liable pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for response costs incurred or to be incurred at or in connection with the Site.

20. EPA and Settling Parties recognize that this Settlement Agreement has been negotiated in good faith and that this Settlement Agreement is entered into without the admission or adjudication of any issue of fact or law. The actions undertaken by Settling Parties in accordance with this Settlement Agreement do not constitute an admission of any liability by Settling Parties. Settling Parties do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the facts or allegations contained in this Section.

III. PARTIES BOUND

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

IV. STATEMENT OF PURPOSE

22. By entering into this Settlement Agreement, the mutual objective of the Parties is to avoid difficult and prolonged litigation by allowing Settling Parties to make a cash payment to resolve their alleged civil liability under Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), with regard to the Site as provided in the Covenants by EPA in Section VIII, subject to the Reservations of Rights by EPA in Section IX.

V. DEFINITIONS

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

- a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675.
- b. "Day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.
- c. "Effective Date" shall mean the effective date of this Settlement Agreement as provided by Section XVII.
- d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.
- e. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.
- f. "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.

- g. “OU1 ROD” shall mean the September 28, 2007 remedy selected for OU1 at the Site, which includes, among other things, treatment of groundwater in the western and southern area of the Site.
- h. “OU2 ROD” shall mean the March 30, 2018 remedy selected for OU2 the Site, which includes, among other things, treatment of groundwater in the eastern and southern area of the Site.
- i. “Paragraph” shall mean a portion of this Settlement Agreement identified by an Arabic numeral or a lower case letter.
- j. “Parties” shall mean EPA and Settling Parties.
- k. “Section” shall mean a portion of this Settlement Agreement identified by a Roman numeral.
- l. “Settlement Agreement” shall mean this Settlement Agreement and any attached appendices. In the event of conflict between this Settlement Agreement and any appendix, the Settlement Agreement shall control.
- m. “Settling Parties” shall mean Johnson & Hoffman, LLC, Ansaco Properties One, LLC, and Ansaco, LLC.
- n. “Site” shall mean the Old Roosevelt Field Contaminated Groundwater Area Superfund Site, located in and around Garden City, Nassau County, New York.
- o. “State” shall mean the State of New York.
- p. “United States” shall mean the United States of America, including its departments, agencies and instrumentalities.

VI. PAYMENT OF RESPONSE COSTS

24. Within ten (10) days of the Effective Date, Settling Parties shall pay to the EPA Hazardous Substance Superfund \$207,000.00. The total amount paid by Settling Parties pursuant to this Settlement Agreement shall be deposited in the Old Roosevelt Field Contaminated Groundwater Area Superfund Site Special Account within the EPA Hazardous Substance Superfund 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.

25. The payment to be made pursuant to Paragraph 24, above, shall be remitted to EPA’s account at the Federal Reserve Bank of New York via Electronic Funds Transfer

("EFT"). To make payment by EFT, Settling Parties shall provide the following information to their bank:

- Amount of payment: **\$207,000.00**
- Federal Reserve Bank of New York
- SWIFT address = **FRNYUS33**
33 Liberty Street
New York NY 10045
- Account code: **68010727**
- Federal Reserve ABA Routing Number: **021030004**
- Names of Settling Parties:
- Case number: **CERCLA-02-2020-2019**
- Site/spill identifier: **02PE**
- Field Tag 4200 of the Fedwire message should read "D 68010727
Environmental Protection Agency"

Along with this information, Settling Parties shall instruct their bank to remit payment in the required amount via EFT to EPA's account with the Federal Reserve Bank of New York. At the time of payment, Settling Parties shall send notice that payment has been made to EPA in accordance with Section XIII (Notices and Submissions) by regular mail at:

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

and via email to the following: cinwd_acctsreceivable@epa.gov; henderson.jessica@epa.gov; henry.sherrel@epa.gov, and davis.leilani@epa.gov.

Said notice shall include the date of the EFT, the payment amount, the name of this Site, Index Number CERCLA 02-2020-2019, and Settling Parties' names and addresses.

VII. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT

26. Interest on Late Payments. If Settling Parties fail to make the payment required by Paragraph 24 by the required due date, Interest shall accrue on the unpaid balance through the date of payment.

27. Stipulated Penalties.

- a. If the amount due to EPA under Paragraph 24 is not paid by the required date by Settling Parties, Settling Parties shall be in violation of this Settlement Agreement and shall pay to EPA, as a stipulated penalties, in addition to the Interest required by Paragraph 26 (Interest on Late Payments), \$500 per day for the first day through twentieth day that such payment is late, and \$1,000 per day for the twenty-first day and beyond that such payment is late.

- b. All penalties accruing under this Section shall be due and payable to EPA within 30 days after Settling Parties' receipt from EPA of a demand for payment of the penalties. All payments to EPA required under Paragraph 27.a. shall be identified as "stipulated penalties" and shall be made in accordance with the procedures set forth in Paragraph 25.
- c. At the time of payment, Settling Parties shall send notice that payment has been made as provided in Paragraph 25.
- d. Stipulated penalties shall accrue as provided above regardless of whether EPA has notified Settling Parties of the violation or made a demand for payment, but need only be paid upon demand. All stipulated penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

28. In addition to the Interest and stipulated penalty payments required by this Section and any other remedies or sanctions available to the United States by virtue of Settling Parties' failure to comply with the requirements of this Settlement Agreement, if Settling Parties fail or refuse to comply with any term or condition of this Settlement Agreement, Settling Parties shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States brings an action to enforce this Settlement Agreement, Settling Parties shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

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

VIII. COVENANTS BY EPA

30. Covenants by EPA. Except as specifically provided in Section IX (Reservations of Rights by EPA), EPA covenants not to sue or take administrative action against Settling Parties pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), with regard to the Site. These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the satisfactory performance by Settling Parties of their obligations under this Settlement Agreement. These covenants: (a) extend to the successors and assigns of the Settling Parties, but only to the extent that the alleged liability of the successor or assign is based solely on its status as and in its capacity as a successor or assign of a Settling Party; and (b) do not extend to any other person.

IX. RESERVATIONS OF RIGHTS BY EPA

31. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Parties with respect to all matters not expressly included within the Covenants by

EPA in Paragraph 30. Notwithstanding any other provision of this Settlement Agreement, EPA reserves all rights against Settling Parties with respect to:

- a. liability for failure of Settling Parties to meet a requirement of this Settlement Agreement;
- b. criminal liability;
- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- d. liability, based on the ownership or operation of the Site by Settling Parties when such ownership or operation commences after signature of this Settlement Agreement by Settling Parties;
- e. liability based on Settling Parties' transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage, or disposal of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Settlement Agreement by Settling Parties; and
- f. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site.

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

X. COVENANTS BY SETTLING PARTIES

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

- a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claims arising out of the response actions at the Site, including any claim under the United States Constitution, the Constitution of the State of New York, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and
- c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, or state law relating to the Site.

34. Except as provided in Paragraph 36 (claims against other PRPs) and Paragraph 41 (res judicata and other defenses), the covenant in this Section shall not apply in the event EPA brings a cause of action or issues an order pursuant to any of the reservations in Section IX (Reservations of Rights by EPA), other than in Paragraph 31.a (liability for failure to meet a requirement of the Settlement Agreement) or Paragraph 31.b. (criminal liability), but only to the extent that Settling Parties' claims arise from the same response action or response costs that EPA is seeking pursuant to the applicable reservation.

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

36. Settling 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) that they may have for response costs relating to the Site against each other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that Settling Parties may have against any person if such person asserts a claim or cause of action relating to the Site against Settling Parties. The waiver under this Paragraph 36 shall not apply to Settling Parties' contractual indemnification claims arising under the Asset Purchase Agreement dated July 31, 2015, the Purchase and Sale Agreement dated July 31, 2015, and the Environmental Indemnification Agreement dated October 2, 2015.

XI. EFFECT OF SETTLEMENT/CONTRIBUTION

37. Except as provided in Paragraph 36, nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Settlement Agreement. Except as provided in Section X (Covenants by Settling Parties), each of the Parties reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613 (f)(2)-(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).

38. The Parties agree that this Settlement Agreement constitutes an administrative settlement pursuant to which Settling Parties have, as of the Effective Date, resolved liability 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 are 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, or as may be otherwise provided by law, for the "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or by any other person, except for the State; provided, however, that if EPA exercises rights under the reservations in Section IX (Reservations of Rights by EPA), other than in Paragraph 31.a (liability for failure to meet a requirement of the Settlement Agreement) or Paragraph 31.b.

(criminal liability), the “matters addressed” in this Settlement Agreement will no longer include those response costs or response actions that are within the scope of the exercised reservation.

39. The Parties further agree that this Settlement Agreement constitutes an administrative settlement pursuant to which Settling Parties have, 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).

40. Settling Parties agree that with respect to any suit or claim for contribution brought by it for matters related to this Settlement Agreement, they will notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Settling Parties also agree that, with respect to any suit or claim brought against them for matters related to this Settlement Agreement, they will notify EPA in writing within 10 days of service of the complaint or claim upon them. In addition, Settling Parties shall notify EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

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

XII. ACCESS TO INFORMATION & RECORD RETENTION

42. Settling Parties shall provide to EPA, upon request, copies of all records reporting 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 activities at the Site or to the implementation of this Settlement Agreement, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information regarding the Site.

43. Until 10 years after the Effective Date, Settling Parties shall preserve and retain all non-identical copies of Records now in their possession or control, or that come into their possession or control, that relate in any manner to liability of any person under CERCLA with respect to the Site. Settling Parties must also retain, and instruct their 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 response actions at the Site including all data generated during such response actions 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.

44. After the conclusion of the 10-year record retention period, Settling Parties shall notify EPA at least 90 days prior to the destruction of any such Records and, upon request by EPA, and except as provided in Paragraph 45 (Privileged and Protected Claims), Settling Parties shall deliver any such Records to EPA.

45. Privileged and Protected Claims.

- a. Settling Parties may assert that all or part of a Record is privileged or protected as provided under federal law, provided they comply with Paragraph 45.b and except as provided in Paragraph 45.c.
- b. If Settling Parties assert a claim of privilege or protection, they shall provide EPA 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, 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, Settling Parties shall provide the Record to EPA in redacted form to mask the privileged or protected information only. Settling Parties shall retain all Records that they claim to be privileged or protected until the United States has had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in the Settling Parties' favor.
- c. Settling Parties may make no claim of privilege or protection regarding:
 - i. any data regarding the Site, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, or engineering data, or the portion of any other Record that evidences conditions at or around the Site; or
 - ii. the portion of any Record that Settling Parties are required to create or generate pursuant to this Settlement Agreement.

46. Business Confidential Claims. Settling Parties may assert that all or part of a Record submitted to EPA under this Section 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). Settling Parties shall segregate and clearly identify all Records or parts thereof submitted under this Settlement Agreement for which Settling Parties assert is a business confidentiality claim. Records submitted to EPA determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA, or if EPA has notified Settling Parties that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2 Subpart B, the public may be given access to such Records without further notice to Settling Parties.

47. Notwithstanding any provision of this Settlement Agreement, the United States retains all of its information gathering and inspection authorities and rights, including enforcement actions relating thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

XIII. CERTIFICATION

48. Settling Party JHLLC hereby certifies that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or information (including records, reports, documents and other information in electronic form)(other than identical copies) relating to its potential liability regarding the Site since February 10, 2016 and that they have fully complied with any and all EPA and State requests for information regarding the Site pursuant to Sections 104(e) and 122(e)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e)(3)(B), Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

XIV. NOTICES AND SUBMISSIONS

49. Whenever, under the terms of this Settlement Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless the one Party gives notice of a change to the other Party in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Settlement Agreement with respect to EPA and Settling Parties.

As to EPA:

U.S. EPA, Region 2
Superfund and Emergency Management Division
290 Broadway, 19th Floor
New York, NY 10007-1866
Attn: Sherrel Henry, Old Roosevelt Field Contaminated Groundwater
Area Superfund Site Project Manager
henry.sherrel@epa.gov

and to:

U.S. EPA, Region 2
Office of Regional Counsel
290 Broadway, 17th Floor
New York, NY 10007-1866
Attn: Elizabeth Leilani Davis, Old Roosevelt Field Contaminated
Groundwater Area Superfund Site Attorney
davis.leilani@epa.gov

As to Settling Parties:

Bonni Kaufman
Holland & Knight LLP
800 17th Street N.W., Suite 1100
Washington, District of Columbia 20006
bonni.kaufmann@hklaw.com

and to:

Brad Ansary
56 E 13th Street Apt 4
New York, NY 10003
Brad@ansary.com

Jeffrey C. Ansary
6212 28th Street North
Arlington, Virginia 22207
jeff@ansary.com

XV. INTEGRATION

50. This Settlement Agreement constitutes the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement.

XVI. PUBLIC COMMENT

51. This Settlement Agreement shall be subject to a public comment period of at least 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may modify or withdraw its consent to this Settlement Agreement if comments received disclose facts or considerations that indicate that this Settlement Agreement is inappropriate, improper, or inadequate.

XVII. EFFECTIVE DATE

52. The Effective Date of this Settlement Agreement shall be the date upon which EPA issues written notice to Settling Parties that the public comment period pursuant to Paragraph 51 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Settlement Agreement.

IT IS SO AGREED:

For the U.S. Environmental Protection Agency:

By: *S. Carpucci*
for Eric J. Wilson

Acting Director
Superfund and Emergency Management Division
U.S. Environmental Protection Agency
Region 2
290 Broadway, 19th Floor
New York, NY 10007

Signature Page for Settlement Agreement Regarding Old Roosevelt Field Contaminated
Groundwater Area Superfund Site

For The U.S. Department of Justice

JEFFREY BOSSERT CLARK
Assistant Attorney General
U.S. Department of Justice
Environment and Natural Resources Division
Washington, DC 20044-7415

RICHARD P.DONOGHUE
United States Attorney
Eastern District of New York

By: /s/ MATTHEW SILVERMAN
Digitally signed by
MATTHEW SILVERMAN
Date: 2020.05.19 16:40:26
-04'00'

MATTHEW SILVERMAN
Assistant United States Attorney
Eastern District of New York
Brooklyn, NY 11201

Signature Page for Settlement Agreement Regarding Old Roosevelt Field Contaminated
Groundwater Area Superfund Site

For Johnson & Hoffman, LLC:

2/27/20
Date

By: 
Name, Title
Brad Ansary
President

For Ansaco Properties One, LLC:

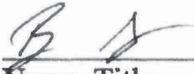
2/27/2020
Date

By: Jeff CA, President
Name, Title

Signature Page for Settlement Agreement Regarding Old Roosevelt Field Contaminated
Groundwater Area Superfund Site

For Ansaco, LLC:

2/27/20
Date

By: 
Name, Title
Brad Ansary
Managing Member