

Lancaster, Ohio. Adequate site characterization and remedy selection have been completed as a result of Final Findings and Orders that were entered into by Air Products and Chemicals, Inc. ("Air Products") on December 3, 1990, and a Modification to Director's Final Findings and Orders entered into on January 3, 1995. The parties acknowledge that Thornton & Roshon Properties, Inc. has not been a party to these Final Findings and Orders, or to any other actions or arrangements between Ohio EPA and Air Products.

III. PARTIES BOUND

These Orders shall apply to and be binding upon Respondents, to the extent provided herein, acknowledging that some portions of these Orders apply to one or the other of the Respondents. No change in ownership or corporate status relating to Respondents will in any way alter Respondents' obligations under these Orders.

The Respondents shall provide a copy of these Orders to all contractors, subcontractors and consultants retained to conduct or monitor any portion of the work performed pursuant to these Orders. Respondents shall ensure that any contractors, subcontractors and consultants hired to perform work pursuant to these Orders comply with the provisions of these Orders.

The signatories to these Orders certify that they are fully authorized to execute and legally bind the Party they represent.

IV. DEFINITIONS

Whenever the terms listed below are used in these Orders or in any attachments to these Orders, the following definitions apply:

- a. "Days" shall mean calendar days, including weekends and holidays.
- b. "Document" means any record, report, photograph, videotape, correspondence, computer disk or tape, recorded or retrievable information of any kind, including raw data, narrative reports and any and all documentary evidence. "Document" shall be construed broadly to promote the effective sharing of information and views between

Respondents and the Ohio EPA concerning the work performed.

- c. "NCP" means the National Oil and Hazardous Substances Pollution Contingency Plan, codified at 40 C.F.R. Part 300 (1990), as amended.
- d. "Ohio EPA" means Ohio Environmental Protection Agency and its designated representatives.
- e. "Parties" means Respondents and Ohio EPA.
- f. "Respondents" means Air Products and Chemicals, Inc. (Air Products) and Thornton & Roshon Properties, Inc. (Thornton & Roshon), and their parent corporations, successors, and assigns.
- g. "Response Costs" means all costs, including but not limited to payroll costs, contractor costs, travel costs, oversight costs, laboratory costs, and the costs of reviewing or developing plans, reports, and other items pursuant to these Orders, verifying the work, or otherwise implementing or enforcing these Orders.
- h. "Section" means a portion of these Orders identified by a roman numeral.
- i. "Work" means all activities Respondents are required to perform under these Orders.

V. FINDINGS OF FACT

The Director of the Ohio EPA has determined the following findings of fact. By entering into these Orders, the Respondents do not admit to nor acquiesce in the findings of fact and conclusions of law set forth below.

- A. Arcair Company, a Delaware Corporation, owned and operated a facility located at 3010 Columbus-Lancaster Road, Lancaster, Ohio ("Facility") from 1969 to 1993. Operations began at the Facility in 1961 under a prior owner/operator and consisted of the manufacture of electrodes, cutting and welding tools, and accessories.
- B. Air Products has represented to Ohio EPA that Arcair Company was an independent

subsidiary of Air Products and Chemicals, Inc. of Allentown, Pennsylvania (“Air Products”) from January 14, 1969 to June 30, 1987 when Air Products sold Arcair Company to Stoodly Deloro Stellite, Inc. of San Diego, California. Stoodly Deloro Stellite, Inc. was itself acquired during December of 1988 by Thermadyne Industries, Inc., a subsidiary of Thermadyne Holdings Corporation (“Thermadyne”) of St. Louis, Missouri.

- C. Air Products has represented to Ohio EPA that pursuant to the June 30, 1987 Stock Purchase Agreement by which Stoodly Deloro Stellite, Inc. acquired Arcair Company from Air Products, Air Products agreed to retain certain designated responsibilities with respect to six specific contaminants (cadmium, copper, methylene chloride, methyl ethyl ketone, zinc, and 1,1,1-trichloroethane) that might be found at four identified areas of the Facility. Air Products had been conducting a general investigation on a voluntary basis to determine the scope and extent of contaminants that may have emanated from the Facility.
- D. In early 1990, the Facility was leased and then purchased by Lifeline Shelters, Inc. through Bradley G. Peters, Inc., its parent company. Arcair indemnified Lifeline Shelters, Inc. for all environmental liabilities. Thornton & Roshon Properties, Inc. purchased the property after Lifeline Shelters defaulted on its loan in 1993. Thornton & Roshon Properties, Inc. is the current owner of the property where the Arcair Company formerly operated.
- E. The Director of the Ohio EPA entered into Final Findings and Orders, pursuant to Chapters 3734. and 3745. and Section 6111.03 of the Ohio Revised Code (“ORC”), with Air Products on December 3, 1990 (the “1990 Consent Order”). The Director and Air Products also entered into a Modification of the 1990 Consent Order (the “1995 Modification”) on January 3, 1995, pursuant to the same statutory authority. Air Products does not admit or acquiesce in any of Ohio EPA's jurisdictional bases or findings of fact or conclusions of law set forth in the 1990 Consent Order nor does Air Products admit or acquiesce in any jurisdictional basis, findings of fact, or conclusions of law contained in the 1995 Modification.

- F. Since August 1990, Air Products has operated two recovery wells and a treatment system on the former Arcair Company property. A third recovery well was added to the treatment system in July 1992.
- G. In accordance with the 1990 Consent Order, Air Products completed an investigation to evaluate the effectiveness of the ground water recovery system, and reported its findings in a March 1994 report titled, "Remedial System Evaluation." This report indicated that the current ground water recovery system effectively intercepts and controls ground water contamination beneath the former Arcair Facility.
- H. Also in accordance with the 1990 Consent Order, Air Products completed a characterization of ground water contamination associated with the southern plume, including the area around the former Triangle Lake, and reported its findings in an April, 1993 report titled, "Triangle Lake Area Investigation." This report defines the extent of ground water contamination and the hydrogeology of the former Triangle Lake area.
- I. Primary chemicals of concern (COCs) identified in ground water at the Facility and the former Triangle Lake area include: 1,1,1-trichloroethane (1,1,1-TCA) 1,1-dichloroethane (1,1-DCA), 1,1-dichloroethene (1,1-DCE), trichloroethene (TCE), and tetrachloroethene (PERC).
- J. Under the 1995 Modification, Air Products further characterized contaminated soils at potential source areas in the vicinity of the Facility in May, 1995. Results are presented in the document titled: Arcair Facility, Source Characterization, Air Products. The former drum storage area along the concrete apron north of the main facility is the most probable source of volatile organic compounds (VOCs) detected in the vadose zone and ground water beneath the Facility. Based on this sampling, soil contaminant concentrations ranged as follows:

1,1,1 trichloroethane	BDL to 22.9 ppm
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1,1 dichloroethane	BDL to 0.509 ppm
trichloroethene	BDL to 0.105 ppm
1,1 dichloroethene	BDL to 0.337 ppm
tetrachloroethene	BDL to 0.845 ppm
ethylbenzene	BDL to 2.14 ppm
xylene	BDL to 6.23 ppm

BDL = below detection limits
ppm = parts per million

- K. In January 1996, Air Products completed human health and ecological risk assessments. Results are presented in the document titled: Human Health Risk Assessment and Ecological Risk Assessment Reports for the Former Arcair Company Site. Ohio EPA approved the report in February 1996. The human health risk assessment determined that soil contamination, as the only complete exposure pathway, does not pose an unacceptable risk to human health for both non-carcinogenic and carcinogenic compounds. The ecological assessment determined that site contaminants do not pose significant ecological risks to primary or secondary consumers and aquatic communities of the fire pond and adjacent stream.
- L. Additional ground water fate and transport modeling was completed by Air Products. Results were presented in two documents titled: Arcair Facility Fate and Transport Modeling (September 1995), and Addendum to the Arcair Facility Fate and Transport Modeling (January 1996). Ohio EPA approved these reports in February 1996.
- M. Based on the results of the human health and ecological risk assessments and the fate and transport modeling, remaining soil contamination does not pose an unacceptable risk to human health and the environment. Therefore, soil remediation of the identified source areas will not be necessary.
- N. In December 1996, Air Products completed a final feasibility study for potential ground water remedies of the former Triangle Lake area. Results are presented in the document titled: Off-site Groundwater Remediation Feasibility Study (December 1996). Ohio EPA approved

the report in December 1996. Air Products screened and evaluated various remediation technologies against Ohio EPA's remedy selection criteria. Detailed analysis of appropriate technologies indicated three potentially applicable remedial options for the former Triangle Lake Area plume: 1) monitoring only/natural attenuation; 2) air sparging; and 3) pump and treat. Air Products preferred the monitoring only/natural attenuation option.

- O. In 1995, the two Triangle Lake ponds were filled in with soil as part of ongoing construction and development activities in the area.
- P. As part of the 1996 feasibility study, Air Products installed and sampled a ground water monitoring network composed of nine wells in the former Triangle Lake area. Sample results indicate that plume concentrations south of Lithopolis Road have decreased and plume expansion is not apparent. The data support the conclusion that natural attenuation of the off-site plume is occurring. Ohio EPA concurs with the selection of monitoring only/natural attenuation as the interim remedial action.
- Q. In August 2002, Air Products submitted a report titled Alternative Concentration Limits for Ground Water which presents alternative cleanup levels for ground water at the Facility. Ohio EPA reviewed and approved this report in August 2002.
- R. In July 2003, Air Products sampled eighteen ground water monitoring wells and two private wells at the Facility and in the former Triangle Lake area. Results are presented in the document titled Former Arcair Facility, Lancaster, Ohio, Ground Water Sampling Report (July 2003). Analytical results for 1,1-DCE in ground water exceeded an alternative concentration limit (ACL) established for 1,1-DCE in August 2002.
- S. In November 2004, Air Products submitted an amendment to the August 2002 document titled Alternative Concentration Limits for Ground Water, which included a revision of the ACLs for several COCs, including 1,1-DCE. Ohio EPA reviewed and approved this document in November 2004. Based on the approved ACL revisions, the July 2003

analytical results for 1,1-DCE in groundwater do not exceed any of the ACLs for 1,1-DCE, nor do any other COCs exceed any of the ACLs.

- T. After release to the soil, 1,1,1-TCA, 1,1-DCA, 1,1-DCE, TCE, PERC, ethylbenzene, and xylene became “industrial wastes” and/or “other wastes” as defined in ORC 6111.01(C) and (D), and/or “hazardous wastes” as defined in ORC 3734.01(J), and/or “hazardous substances” as defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, 42 USC 9601 et seq.
- U. The Arcair property, which includes the main building, parking lots, fire pond, and undeveloped land, located at 3010 Columbus-Lancaster Road is a “facility,” as that term is defined in ORC Section 3734.01(N).
- V. The migration and threatened migration of these industrial wastes and/or other wastes, into the soil, ground water, and/or surface water at or from the Facility, constitutes a discharge or industrial and/or other wastes into “waters of the state,” as that term is defined in ORC Section 6111.01(H). The unpermitted discharge of industrial waste, other wastes and/or hazardous wastes and substances into “waters of the state” is prohibited by ORC 6111.04.
- W. The release or disposal of industrial waste and/or hazardous waste and/or hazardous substances from the Facility may constitute a threat to public health and safety or is causing or contributing to or threatening to cause or contribute to air or water pollution or soil contamination within the meaning of ORC 3734.20(B).
- X. Arcair Company (now merged into Tweco Products, Inc., a subsidiary of Thermadyne), together with Thornton & Roshon are or have been an “owner” or “operator” within the meaning of Section 107(A) of CERCLA, of a “facility” as that term is defined in Section 101(9) of CERCLA, and a “person,” as defined in Section 101(21) of CERCLA and ORC Sections 3734.01(G) and 6111.01(I).
- Y. The Director finds the issuance of these Orders furthers the intent of the General Assembly,

and that the actions required by these Orders are reasonable and will prevent and abate pollution of the environment for the health, safety, welfare, and property of the people of the state of Ohio.

- Z. The Director has given consideration to, and based his determination on evidence relating to the technical feasibility and economic reasonableness of complying with these Orders and on evidence relating to conditions calculated to result from compliance with these Orders, and its relation to the benefits to the people of the state to be derived from such compliance in accomplishing the purpose of ORC Chapters 3734 and 6111.
- AA. The Respondents have agreed to undertake only those actions required of them by the terms and conditions of these Orders.

VI. ORDERS

The following work shall be completed by Respondent Air Products, and Thornton & Roshon shall have no responsibility to participate in or complete any of the following work except to provide site access:

- A. Within sixty (60) days of the effective date of these Orders, a work plan shall be submitted for the shutdown of the existing ground water remediation system at the Facility. The work plan shall provide details on how the remediation system will be maintained should it be necessary to resume operation of the system. The work plan shall be implemented within thirty (30) days of approval by Ohio EPA.
- B. Within sixty (60) days of the effective date of these Orders, a work plan shall be submitted for the ground water monitoring activities at the Facility. The workplan shall describe eight (8) consecutive quarters of sampling, and that if an exceedence of an ACL occurs during the eighth quarter of monitoring that one additional quarter of monitoring shall be conducted. The work plan shall be implemented within thirty (30) days of approval by Ohio EPA.
- C. Within ninety (90) days following the effective date of these Orders and each ninety (90)

days thereafter until such schedule is modified in writing or terminated by Ohio EPA, quarterly progress reports shall be submitted to the Ohio EPA. At a minimum, the reports will contain the following information:

1. A description of any work performed during the reporting period;
 2. A summary of any ground water monitoring activities conducted during the reporting period. The laboratory analytical results of any ground water monitoring activities, including the laboratory analytical data reports, shall be included with these reports;
 3. A summary of all contacts with representatives of the local community, public interest groups, or government agencies during the reporting period;
 4. A summary of all problems or potential problems encountered;
 5. A summary all actions taken to rectify problems;
 6. A description of any changes in personnel and/or contact information;
 7. A description of the projected work for the next reporting period; and
 8. Copies of daily reports, inspection reports, sampling data, etc.
- D. If the results of the quarterly ground water monitoring activities show that any ACLs are being exceeded at any of the ground water monitoring wells at the Facility, written notification of such exceedances shall be provided to Ohio EPA within fifteen (15) days of Air Products obtaining the laboratory analytical results showing such exceedances.
- E. If after eight (8) or nine (9) (if there is an exceedance in the eighth quarter) quarters of monitoring, there are no exceedances of any ACLs at any of the ground water monitoring wells during two or more consecutive quarterly ground water sampling events, then Air Products shall have fully completed the work specified in this Section VI and shall have no further obligations with respect to ground water monitoring or remediation.
- F. If during the eight (8) quarters of monitoring there is an exceedance of any ACLs during two or more consecutive quarterly ground water sampling events, at any of the ground water monitoring wells, then Air Products shall develop a contingent remedy plan to attempt to

achieve the ACLs for Ohio EPA approval. While the actual implementation of the contingent remedy plan is outside the scope of these Orders, Ohio EPA reserves its rights to pursue enforcement of the contingent remedy plan against responsible parties.

VII. SITE ACCESS AND LAND USE

Thornton & Roshon shall provide access to any areas within the Facility where Work is to be performed pursuant to the terms of these Orders. This access shall be provided to designated personnel of Air Products and its contractors and to Ohio EPA site coordinator and shall be required by Thornton & Roshon from any future owners. Within sixty (60) days of the effective date of these Orders, Thornton & Roshon shall implement a Use Restriction Agreement or Environmental Covenant substantively like that attached to these Orders. Thornton & Roshon shall also provide Ohio EPA with a copy of the executed Use Restriction Agreement/Environmental Covenant, demonstrating that it has been properly recorded with the Fairfield County (Ohio) Recorder's Office.

VIII. PROJECT COORDINATORS

Air Products, Thornton & Roshon, and Ohio EPA designate the following persons as the respective Project Coordinators for implementation of these Orders:

For Air Products:

Gerald P. Thompson, or his successor
Air Products and Chemicals, Inc.
7201 Hamilton Boulevard
Allentown, PA 18195-1501

For Thornton:

G. Thomas Thornton, President, or his successor
Thornton & Roshon Properties, Inc.
3010 Columbus-Lancaster Road
Lancaster, OH 43130

For Ohio EPA:

Michael Ebner, or his successor
Division of Emergency and Remedial Response (DERR)
Ohio EPA, Central District Office
3232 Alum Creek Drive
Columbus, OH 43207

Designation of a party's Project Coordinator may be changed by written notice to the other parties. To the maximum extent possible, communication between Parties concerning the execution of the terms and conditions of these Orders shall be made between the Project Coordinators. Each Project Coordinator shall be responsible for assuring all communications are appropriately disseminated by their respective parties. Site work and other activities in execution of these Orders may proceed in the absence of the Project Coordinators.

IX. RESOLUTION OF DISPUTES

The Project Coordinators shall whenever possible operate by consensus. In the event there is a disapproval of a report or work plan or disagreement about the conduct of the work performed under these Orders, the Project Coordinators shall negotiate in good faith for five (5) days to resolve the differences. In the event the Project Coordinators do not reach consensus, each Project Coordinator shall reduce his position to written form within five (5) days of the end of the five (5) day period for negotiations. The written positions shall be exchanged immediately and appropriately disseminated among the respective parties.

Following exchange of the written positions the parties shall in good faith attempt to resolve the dispute for five (5) days. During this period the Respondents shall have the opportunity to discuss resolution of the dispute with Ohio EPA, DERR Manager. After five (5) days the matter will be referred to the Ohio EPA, DERR Manager for decision. The decision of the DERR Manager is final.

The pendency of any disputes under this Section shall not affect Air Product's responsibilities for timely performance of the work required by these Orders or Thorton & Roshon's responsibility for

providing site access; provided, however, that the time period for completion of work affected by such dispute shall be extended for a period of time not to exceed the time required to resolve in good faith any dispute in accordance with the procedures specified herein. All elements of the work required by these Orders which are not affected by the dispute shall continue in accordance with the approved schedule.

X. NOTICES

Any notice required by these Orders shall be sent in writing to the appropriate Project Coordinator at the address specified herein or as changed from time to time by the respective parties pursuant to notice hereunder.

XI. OTHER CLAIMS

Nothing in these Orders shall constitute or be construed as a release from any claim of action or demand in law or equity against any person, firm, partnership, or corporation, not subject to these Orders for any liability arising out of or relating to the operation of the Facility.

XII. OTHER APPLICABLE LAWS

All work required to be taken pursuant to these Orders shall comply with the requirements of applicable local, state, and federal law and regulations and shall be consistent with the National Contingency Plan ("NCP") 40 CFR Part 300, as amended. Nothing in these Orders shall be construed as waiving or compromising in any way the applicability and enforcement of any other statutes or regulations applicable to any person's operation of its Facility. The Ohio EPA and Respondents reserve all rights and privileges except as specified herein.

XIII. REIMBURSEMENT OF COSTS

Response costs shall be addressed as follows:

- A. Air Products agrees that the total of all past Ohio EPA Response Costs, having been incurred between December 3, 1990 and November 23, 2004, total \$104,516.44, and are not inconsistent with the National Contingency Plan (NCP). Within 60 days of the effective

date of these Orders, Air Products agrees to remit payment of 75% of the total of all past response costs to Ohio EPA. Air Products also agrees to remit payment to Ohio EPA for all remaining (25%) unpaid past Response Costs, within either 60 days of the resolution of Ohio EPA's outstanding claim in Thermodyne's existing bankruptcy proceedings, or one calendar year from the effective date of this order, whichever comes first. Any monies received by Ohio EPA as a result of a settlement in the Thermodyne bankruptcy proceedings will be applied toward the total amount of Ohio EPA's past and future Response Costs and, upon Air Products' completion of the work specified in Section VI, Ohio EPA shall remit to Air Products the difference, if any, between the sum of the total Response Costs paid by Air Products and the monies received from the Thermodyne bankruptcy on the one hand and the amount of Ohio EPA's total Response Costs on the other.

B. With respect to future Response Costs incurred beginning on November 24, 2004, Ohio EPA will submit to Air Products on an annual basis, an itemized invoice of its Response Costs for the previous year. Within 60 days of receipt of such itemized invoice, Air Products shall remit payment to Ohio EPA pursuant to this section, as follows:

a) Payment shall be made by check payable to "Treasurer, State of Ohio" and shall be forwarded to:

Ohio EPA - Fiscal Office
ATTN: Fiscal Officer
P.O. Box 1049
122 South Front Street
Columbus, Ohio 43216-0149

b) A copy of the transmittal letter and check shall also be sent to:

Ohio EPA - DERR Fiscal
ATTN: Steve Snyder; DERR Fiscal Officer, or his successor
P.O. Box 1049
122 South Front Street
Columbus, Ohio 43216-0149

c) A copy of the transmittal letter and check shall also be sent to:

Michael Ebner, Project Coordinator, or his successor
Division of Emergency and Remedial Response (DERR)
Ohio EPA, Central District Office
3232 Alum Creek Drive
Columbus, OH 43207

XIV. UNAVOIDABLE DELAY

Air Products shall cause all work to be performed in accordance with applicable schedules and time frames unless any such performance is prevented or delayed by an event which constitutes an unavoidable delay. For purposes of these Orders, an “unavoidable delay” shall mean an event beyond the control of Respondents, which prevents or delays performance of any obligation required by these Orders and which could not be overcome by due diligence on the part of Air Products. Increased cost of compliance shall not be considered an event beyond the control of Air Products.

Air Products shall notify Ohio EPA in writing within five (5) days after becoming aware of an event which Air Products contends is an unavoidable delay. Such written notification shall describe the anticipated length of the delay, the cause or causes of the delay, the measures taken and to be taken by Air Products to minimize the delay, and the timetable under which these measures will be implemented. Air Products shall have the burden of demonstrating that the event constitutes an unavoidable delay.

If Ohio EPA does not agree that the delay has been caused by an unavoidable delay, Ohio EPA will notify the Air Products in writing. Ohio EPA reserves the right to terminate these Orders, perform any additional remediation, conduct a partial or complete Remedial Design and Remedial Action, and/or enforce the terms of these Orders in the event that Ohio EPA determines that the delay has not been caused by an unavoidable delay. If Ohio EPA agrees that the delay is attributable to an unavoidable delay, Ohio EPA will notify Air Products in writing of the length of the extension for the performance of the obligations affected by the unavoidable delay.

Air Products may invoke the procedures in Section IX, Resolution of Disputes, to dispute matters in this section.

XV. EFFECTIVE DATE AND MODIFICATION

The effective date of these Orders shall be the date on which it is entered in the Journal of the Director of the Ohio EPA. The Director shall sign after the Respondents. Upon the effective date of these Orders, the 1990 Consent Order and the 1995 Modification shall be terminated. Air Products' obligation to pay past oversight and response costs incurred by Ohio EPA under the 1990 Consent Order and the 1995 Modification shall be incorporated into these Orders in Section XIII, Reimbursement of Costs.

These Orders may be amended by mutual agreement of Ohio EPA and the Respondents; provided, that to the extent that any provision of the Orders affects only one of the Respondents, then the agreement of the other Respondent shall not be required for the amendment of such provision. Such amendments shall be in writing and shall have as the effective date, that date on which such amendments are signed by the last party. If circumstances arise where modification of the time schedules specified in Section VI, Orders, is necessary, Air Products shall make those circumstances known to Ohio EPA in writing. Modification of the time schedules may be granted at the sole discretion of the Director. Minor modifications may be made by mutual agreement of the Project Coordinators. Such minor modifications shall be memorialized in an exchange of letters by the Project Coordinators.

XVI. RELEASE AND COVENANT NOT TO SUE

Upon termination of these Orders pursuant to Section XVIII, and reimbursement to Ohio EPA as provided in Section XIII, Ohio EPA covenants not to sue the Respondents for costs incurred by Ohio EPA associated with the conduct and completion of the activities called for in these Orders and the Respondents shall be released from obligations embodied in these Orders with the exception of any ongoing maintenance, monitoring, and reporting requirements imposed upon Air

Products and subject to Section VI, above.

XVII. ADMISSIONS

Nothing in these Orders is intended by the parties to be, nor shall it be, an admission of facts or law, by the Respondents for any purpose and the Respondents specifically do not admit that the conditions at the Facility present a threat to public health, welfare, or the environment. Participation in these Orders by the Respondents is not intended by the parties to be, and shall not be, an admission of fact or opinion.

XVIII. TERMINATION AND SATISFACTION

The provisions of these Orders shall be deemed satisfied and terminated upon payment of all Response Costs, as specified in Section XIII and incurred by Ohio EPA, and upon completion of the work specified at Section VI by Air Products.

XIX. RESERVATION OF RIGHTS

Nothing contained herein shall be construed to prevent Ohio EPA from (1) seeking legal or equitable relief to enforce the terms of these Orders including penalties against any potentially responsible parties for noncompliance or claims for natural resources damages; or (2) completing any work described in these Orders. Ohio EPA reserves the right to take any enforcement action, recover costs, or seek damages for injury to natural resources pursuant to any available legal authority for past, present, or future violations of ORC Chapters 3734 or 6111, conditions at the Facility, or releases of hazardous substances.

XX. SIGNATORIES

Each undersigned representative of a signatory to these Orders certifies that he or she is fully authorized to enter into the terms and conditions of these Orders and to legally bind such signatory to this document.

XXI. WAIVER

In order to resolve the disputed claims in lieu of further enforcement action by Ohio EPA for only

authority for past, present, or future violations of ORC Chapters 3734 or 6111, conditions at the Facility, or releases of hazardous substances.

XX. SIGNATORIES

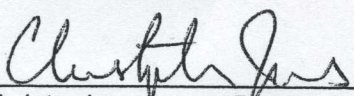
Each undersigned representative of a signatory to these Orders certifies that he or she is fully authorized to enter into the terms and conditions of these Orders and to legally bind such signatory to this document.

XXI. WAIVER

In order to resolve the disputed claims in lieu of further enforcement action by Ohio EPA for only the Respondents' respective obligations addressed in these Orders, the Respondents agree that these Orders are lawful, that the schedule provided for compliance herein is reasonable and Respondents agree to comply with these Orders with respect to their respective obligations herein.

The Respondents have consented to the issuance of these Orders, and hereby waive any right they may have to appeal the issuance of these Orders. In the event that these Orders are appealed by any other party to the Environmental Review Appeals Commission or any Court, nothing in these Orders shall preclude the Respondents from intervention and participation in such appeal. In such event, Respondents shall continue to comply with these Orders notwithstanding such appeal and intervention unless said Orders are stayed, vacated, or modified.

IT IS SO ORDERED AND AGREED:



Christopher Jones, Director
Ohio Environmental Protection Agency

12-23-04

Date

IT IS SO AGREED:

AIR PRODUCTS AND CHEMICALS, INC.

By: _____

Title: _____

Date: _____

IT IS SO AGREED:

THORNTON & ROSHON PROPERTIES, INC.

By: H. Thomas Thornton

Title: President

Date: 12 - 16 - 04