UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

JUL 2 4 2018

GENERAL NOTICE/SUPPLEMENTAL INFORMATION REQUEST LETTER and TOLLING AGREEMENT
URGENT LEGAL MATTER
PROMPT REPLY NECESSARY
CERTIFIED MAIL: RETURN RECEIPT REQUESTED

East Tennessee Iron & Metal, Inc.
Robin MacLellan
P.O. Box 460
Rogersville, TN 37857

Re: General Notice/Supplemental Information Request Letter and Tolling Agreement for the Smokey Mountain Smelters Superfund Site located in Knox County, Tennessee (the Site)

Dear Mr. MacLellan:

The purposes of this letter are: (1) to notify you of your potential liability as defined by Section 107(a) of the Comprehensive, Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §9607(a), as amended, that may have incurred with respect to the above-referenced Site; (2) to request that you respond to the enclosed Supplemental Information Request; and (3) to request that you sign and return the enclosed Tolling Agreement to allow us more time to negotiate this matter.

The EPA has documented the release or threatened release of hazardous substances, pollutants, or contaminants at the Site. A "hazardous substance" is defined at CERCLA § 101(14) and 40 C.F.R. § 302.4 and includes any of the elements and compounds and hazardous wastes appearing in table 302.4 of that section. The Agency has spent public funds on actions to investigate and control the release of hazardous substances at and from the Site.

Under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), Potentially Responsible Parties (PRPs) who may be liable for these costs include current owners or operators of the site and any person who at the time of disposal of any hazardous substance owned or operated any facility at which such hazardous substances were disposed, among other persons described in this section. The term "disposal" is broadly defined in case law and is not limited to a one time occurrence. There may be other disposals when hazardous materials are moved, dispersed, or released during landfill excavations and fillings. A PRP's liability extends to all costs incurred by the United States Government in responding to any release or threatened release at the site. Such costs include, but are not limited to, expenditures for investigations, planning, response, oversight, and enforcement activities. As of July 10, 2018, the EPA has expended $10,116,812.45 at the Site. In addition, PRPs may be required to pay for damages for injury to natural resources or for their destruction or loss, together with the cost of assessing such damages. Based on the

information received during investigations of the Site, the EPA believes that East Tennessee Iron & Metal, Inc. may be liable as generators under Section 107(a) of CERCLA with respect to the Smokey Mountain Smelters Superfund Site.

Information Request

Fill out the enclosed Financial Questionnaire and provide the completed Questionnaire along with the last 5 years of federal tax returns to the EPA.

Compliance with the Information Request is mandatory. Failure to respond fully and truthfully to the Information Request within **thirty (30) calendar days** of receipt of this letter, or adequately to justify such failure to respond, can result in enforcement action by the EPA pursuant to Section 104(e) of CERCLA, as amended. The statute permits the EPA to seek the imposition of penalties of up to fifty-three thousand nine hundred and seven dollars ($53,907) for each day of continued non-compliance. This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. 3501, et seq.

Your response to this Information Request should be mailed to:

Felicia Jackson
SECEB – 11th Floor
U. S. Environmental Protection Agency Region 4
61 Forsyth Street, SW
Atlanta, Georgia 30303

Administrative Record

The EPA established an Administrative Record (AR) for the Site pursuant to CERCLA § 113(k), 42 U.S.C. § 9613(k), containing the documents that formed the basis of the EPA's decision on the selection of a response action for the Site. The AR is open to the public for inspection and public review during normal business hours at the EPA Region 4 Office, 61 Forsyth Street, Atlanta, Georgia 30303 and at the Bearden Branch Library, 100 Gulf Club Road, Knoxville, Tennessee 37919.

Tolling Agreement

Included with this Notice Letter is a Tolling Agreement to toll the statute of limitations for six month so that negotiations for the Remedial Action can have time to occur and work can begin to clean up the contaminants at the Site. The EPA requests that East Tennessee Iron & Metal, Inc. sign the enclosed Tolling Agreement and return it to the following **by 5:00 pm on August 16, 2018**:

Caroline Philson
Associate Regional Counsel
U.S. Environmental Protection Agency Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Resources and Information for Small Businesses

As you may be aware, on January 11, 2002, the Superfund Small Business Liability relief and Brownfield Revitalization Act was enacted. This Act contains several exemptions and defenses to CERCLA liability that we suggest all parties evaluate. You may obtain a copy of the law via the Internet at http://www.epa.gov/swerosps/bf/ablrbra.htm and review EPA guidances regarding these exemptions at http://www.epa.gov/compliance/resources/policies/cleanup/superfund.

The EPA has created a number of helpful resources for small businesses. The EPA has established the National Compliance Assistance Clearinghouse as well as Compliance Assistance Centers which offer various forms of resources to small businesses. You may inquire about these resources at www.epa.gov. In addition, the EPA Small Business Ombudsman may be contacted at www.epa.gov/sbo. Finally, the EPA developed a fact sheet about the Small Business Regulatory Enforcement Fairness Act, which can be found at
http://www.epa.gov/Compliance/resources/publications/incentives/smallbusiness/smallbusresources.pdf

Due to the legal ramifications of your failure to respond properly, the EPA strongly encourages you to give this matter your immediate attention and to respond to both the Tolling Agreement and Information Request within the time specified above. If you have any legal or technical questions relating to this matter, you may consult with the EPA prior to the time specified above. Please direct legal questions to Caroline Philson of the Office of Regional Counsel at (404) 562-9588 or philson.caroline@epa.gov. Technical questions concerning the cleanup activities should be directed to Scott Miller at (404) 562-9120 or miller.scott@epa.gov. Any other questions regarding this letter should be directed to Felicia Jackson of my staff at (404) 562-8894 or jackson.felicia@epa.gov. Thank you for your prompt attention to this matter.

Sincerely,

Rachel McCullagh for

Greg Armstrong, Chief
Superfund Enforcement Section
Superfund Division

Enclosures

TOLLING AGREEMENT FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT RELATING TO THE SMOKEY MOUNTAIN SMELTERS SUPERFUND SITE IN KNOXVILLE, TENNESSEE

The United States, on behalf of the United States Environmental Protection Agency, contends that it has a cause of action pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C §§ 9601 et set., and other applicable state and federal law, against the Defendant listed in Appendix A (Defendants) for cost recovery and performance of response actions at the Smokey Mountain Smelters Superfund Site in Knoxville, Knox County, Tennessee (Site) (the Tolled Claims).

The United States and Defendants (the Parties) enter into this Tolling Agreement to facilitate settlement negotiations between the Parties within the time period provided by this Agreement, without thereby altering the claims or defenses available to any Party hereto, except as specifically provided herein.

The Parties, in consideration of the covenants set out herein, agree as follows:

1. Notwithstanding any other provisions of this Tolling Agreement, the period commencing on August 16, 2018 and ending on January 31, 2019 inclusive (the Tolling Period) shall not be included in computing the running of any limitations potentially applicable to any action brought by the United States on the Tolled Claims.

2. Any defenses of laches, estoppel, or waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.

3. Defendants shall not assert, plead, or raise against the United States in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims; provided, or other time-based defense available to Defendants as of August 16, 2018 or Defendants' right to assert such defenses in any action brought by the United States.

4. This Tolling Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any Party to this Tolling Agreement. Nor does this Agreement constitute any admission or acknowledgment on the part of any Party that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims. The United States reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable.

5. This Tolling Agreement may not be modified except in writing signed by all the Parties. The Parties acknowledge that this Tolling Agreement may be extended for such period of time as the Parties agree to in writing.

6. It is understood that the United States may terminate settlement negotiations and commence suit at any time, upon provision of written notice by mail to Defendant. Where the United States elects to terminate negotiations under this Paragraph, the Tolling Period shall continue for the duration set forth in Paragraph 1. Nothing herein shall preclude the commencement of any action by the United States to protect the public health, welfare, or the environment without provision of advance notice.

7. This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the United States in a complaint against Defendants or the date on which the United States may file such a complaint, except as expressly stated herein.

8. This Agreement is not intended to affect any claims by or against third parties.

9. Defendants and the United States shall each preserve and maintain, during the pendency of the Tolling Period, and for a minimum of 90 days (or as long as litigation is reasonable foreseeable, whichever is longer) after termination of the Tolling Period, at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure and relating to the Tolled Claims, including but not limited to the contamination, use and control of Site, regardless of any corporate or document retention policy to the contrary.

10. This Tolling Agreement is effective upon execution by each Defendant, and without the requirement of filing with the Court, and may be signed in counterparts each of which shall be deemed an original, but all of which, together shall constitute one and the same document. After signing this Tolling Agreement, each Defendant will transmit to the United States a copy of the executed signature page via facsimile or mail and also mail the original signature to the United States.

11. This Tolling Agreement contains the entire agreement between the Parties regarding the subject matter hereof, and no statement, promise, or inducement made by any Party to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein.

12. The undersigned representative of each of the Parties certified that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon the United States, acting on behalf of the EPA and upon Defendants and their successors.

13. For purposes of this Tolling Agreement, the United States and Defendants agree that this Tolling Agreement is effective as to the named Defendant and also to all relevant parents, subsidiaries, and divisions of these entities in connection with the Site.

The United States, on behalf of the United States Environmental Protection Agency, consents to the terms and conditions of this Tolling Agreement by its duly authorized representatives on this _____ day of August 2018.

HENRY S. FRIEDMAN
Assistant Section Chief
Environmental Enforcement Section
Environmental and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Phone: 202-514-5268
Facsimile: 202-616-2583
Email: henry.friedman@usdoj.gov

JAMES R. MacAYEAL
Senior Counsel
Environmental Enforcement Section
Environmental and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 2044-7611
Phone: 202-616-8777
Facsimile: 202-616-2583
Email: james.macayeal@usdoj.gov

East Tennessee Iron & Metal, Inc. consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this _____ day of August, 2018.

Signature: _____

Printed Name: _____

Title: _____

ATTACHMENT A

TO TOLLING AGREEMENT FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT RELATING TO THE SMOKEY MOUNTAIN SMELTERS SUPERFUND SITE IN KNOXVILLE, TENNESSEE

List of Defendants who are parties to the Tolling Agreement

East Tennessee Iron & Metals, Inc.

Briteline Extrusions

Doub Mabry n/k/a SLM Recycling

General Electric Company

Rimmer Brothers, Inc.

David Witherspoon, Jr.

Metal Exchange Corporation

Indcon, Inc.

Macon Iron & Paper, n/k/a Schnitzer Steel Industries, Inc.

Mahle Industries, Inc.

Marco International Corporation

Thompson Metal Services, Inc.

Doehler Jarvis, Inc.

Kaiser Aluminum & Chemical

Shima American Corporation

BFI Waste Systems

Ravenswood Aluminum Corporation n/k/a/ Century Aluminum

ARCO Metals, Inc.

Bob's Truck Service, Inc.

BESL Transfer Company n/k/a CRST International

Southern Aluminum n/k/a SAF and Machine, Inc.

Metal Mark, Inc.

Jerry Sternberg Company

Mandel Metals, Inc.

Alcan n/k/a Rio Tinto

Advanced Aluminum Products n/k/a Jupiter Aluminum

The Mosaic Company

Phillips 66 Company

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GENERAL NOTICE/SUPPLEMENTAL INFORMATION REQUEST LETTER and TOLLING AGREEMENT
URGENT LEGAL MATTER
PROMPT REPLY NECESSARY
CERTIFIED MAIL: RETURN RECEIPT REQUESTED

Metal Mark, Inc.
400 East Lincoln Highway
Chicago Heights, IL 60411

Re: General Notice/Supplemental Information Request Letter and Tolling Agreement for the Smokey Mountain Smelters Superfund Site located in Knox County, Tennessee (the Site)

To Whom It May Concern:

The purposes of this letter are: (1) to notify you of your potential liability as defined by Section 107(a) of the Comprehensive, Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §9607(a), as amended, that may have incurred with respect to the above-referenced Site; (2) to request that you respond to the enclosed Supplemental Information Request; and (3) to request that you sign and return the enclosed Tolling Agreement to allow us more time to negotiate this matter.

The EPA has documented the release or threatened release of hazardous substances, pollutants, or contaminants at the Site. A "hazardous substance" is defined at CERCLA § 101(14) and 40 C.F.R. § 302.4 and includes any of the elements and compounds and hazardous wastes appearing in table 302.4 of that section. The Agency has spent public funds on actions to investigate and control the release of hazardous substances at and from the Site.

Under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), Potentially Responsible Parties (PRPs) who may be liable for these costs include current owners or operators of the site and any person who at the time of disposal of any hazardous substance owned or operated any facility at which such hazardous substances were disposed, among other persons described in this section. The term "disposal" is broadly defined in case law and is not limited to a one time occurrence. There may be other disposals when hazardous materials are moved, dispersed, or released during landfill excavations and fillings. A PRP's liability extends to all costs incurred by the United States Government in responding to any release or threatened release at the site. Such costs include, but are not limited to, expenditures for investigations, planning, response, oversight, and enforcement activities. As of July 10, 2018, the EPA has expended $10,116,812.45 at the Site. In addition, PRPs may be required to pay for damages for injury to natural resources or for their destruction or loss, together with the cost of assessing such damages. Based on the information received during investigations of the Site, the EPA believes that Metal Mark, Inc. may be

liable as generators under Section 107(a) of CERCLA with respect to the Smokey Mountain Smelters Superfund Site.

Information Request

Fill out the enclosed Financial Questionnaire and provide the completed Questionnaire along with the last 5 years of federal tax returns to the EPA.

Compliance with the Information Request is mandatory. Failure to respond fully and truthfully to the Information Request within **thirty (30) calendar days** of receipt of this letter, or adequately to justify such failure to respond, can result in enforcement action by the EPA pursuant to Section 104(e) of CERCLA, as amended. The statute permits the EPA to seek the imposition of penalties of up to fifty-three thousand nine hundred and seven dollars ($53,907) for each day of continued non-compliance. This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. 3501, et seq.

Your response to this Information Request should be mailed to:

Felicia Jackson
SECEB – 11th Floor
U. S. Environmental Protection Agency Region 4
61 Forsyth Street, SW
Atlanta, Georgia 30303

Administrative Record

The EPA established an Administrative Record (AR) for the Site pursuant to CERCLA § 113(k), 42 U.S.C. § 9613(k), containing the documents that formed the basis of the EPA's decision on the selection of a response action for the Site. The AR is open to the public for inspection and public review during normal business hours at the EPA Region 4 Office, 61 Forsyth Street, Atlanta, Georgia 30303 and at the Bearden Branch Library, 100 Gulf Club Road, Knoxville, Tennessee 37919.

Tolling Agreement

Included with this Notice Letter is a Tolling Agreement to toll the statute of limitations for six months so that negotiations for the Remedial Action can have time to occur and work can begin to clean up the contaminants at the Site. The EPA requests that Metal Mark, Inc. sign the enclosed Tolling Agreement and return it to the following **by 5:00 pm on August 16, 2018**:

Caroline Philson
Associate Regional Counsel
U.S. Environmental Protection Agency Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Resources and Information for Small Businesses

As you may be aware, on January 11, 2002, the Superfund Small Business Liability relief and Brownfield Revitalization Act was enacted. This Act contains several exemptions and defenses to CERCLA liability that we suggest all parties evaluate. You may obtain a copy of the law via the Internet at http://www.epa.gov/swerosps/bf/ablrbra.htm and review EPA guidances regarding these exemptions at http://www.epa.gov/compliance/resources/policies/cleanup/superfund.

The EPA has created a number of helpful resources for small businesses. The EPA has established the National Compliance Assistance Clearinghouse as well as Compliance Assistance Centers which offer various forms of resources to small businesses. You may inquire about these resources at www.epa.gov. In addition, the EPA Small Business Ombudsman may be contacted at www.epa.gov/sbo. Finally, the EPA developed a fact sheet about the Small Business Regulatory Enforcement Fairness Act, which can be found at
http://www.epa.gov/Compliance/resources/publications/incentives/smallbusiness/smallbusresources.pdf

Due to the legal ramifications of your failure to respond properly, the EPA strongly encourages you to give this matter your immediate attention and to respond to both the Tolling Agreement and Information Request within the time specified above. If you have any legal or technical questions relating to this matter, you may consult with the EPA prior to the time specified above. Please direct legal questions to Caroline Philson of the Office of Regional Counsel at (404) 562-9588 or philson.caroline@epa.gov. Technical questions concerning the cleanup activities should be directed to Scott Miller at (404) 562-9120 or miller.scott@epa.gov. Any other questions regarding this letter should be directed to Felicia Jackson of my staff at (404) 562-8894 or jackson.felicia@epa.gov. Thank you for your prompt attention to this matter.

Sincerely,

Rachel McCullagh for

Greg Armstrong, Chief
Superfund Enforcement Section
Superfund Division

Enclosures

TOLLING AGREEMENT FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT RELATING TO THE SMOKEY MOUNTAIN SMELTERS SUPERFUND SITE IN KNOXVILLE, TENNESSEE

The United States, on behalf of the United States Environmental Protection Agency, contends that it has a cause of action pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C §§ 9601 et set., and other applicable state and federal law, against the Defendant listed in Appendix A (Defendants) for cost recovery and performance of response actions at the Smokey Mountain Smelters Superfund Site in Knoxville, Knox County, Tennessee (Site) (the Tolled Claims).

The United States and Defendants (the Parties) enter into this Tolling Agreement to facilitate settlement negotiations between the Parties within the time period provided by this Agreement, without thereby altering the claims or defenses available to any Party hereto, except as specifically provided herein.

The Parties, in consideration of the covenants set out herein, agree as follows:

1. Notwithstanding any other provisions of this Tolling Agreement, the period commencing on August 16, 2018 and ending on January 31, 2019 inclusive (the Tolling Period) shall not be included in computing the running of any limitations potentially applicable to any action brought by the United States on the Tolled Claims.

2. Any defenses of laches, estoppel, or waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.

3. Defendants shall not assert, plead, or raise against the United States in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims; provided, or other time-based defense available to Defendants as of August 16, 2018 or Defendants' right to assert such defenses in any action brought by the United States.

4. This Tolling Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any Party to this Tolling Agreement. Nor does this Agreement constitute any admission or acknowledgment on the part of any Party that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims. The United States reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable.

5. This Tolling Agreement may not be modified except in writing signed by all the Parties. The Parties acknowledge that this Tolling Agreement may be extended for such period of time as the Parties agree to in writing.

6. It is understood that the United States may terminate settlement negotiations and commence suit at any time, upon provision of written notice by mail to Defendant. Where the United States elects to terminate negotiations under this Paragraph, the Tolling Period shall continue for the duration set forth in Paragraph 1. Nothing herein shall preclude the commencement of any action by the United States to protect the public health, welfare, or the environment without provision of advance notice.

7. This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the United States in a complaint against Defendants or the date on which the United States may file such a complaint, except as expressly stated herein.

8. This Agreement is not intended to affect any claims by or against third parties.

9. Defendants and the United States shall each preserve and maintain, during the pendency of the Tolling Period, and for a minimum of 90 days (or as long as litigation is reasonable foreseeable, whichever is longer) after termination of the Tolling Period, at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure and relating to the Tolled Claims, including but not limited to the contamination, use and control of Site, regardless of any corporate or document retention policy to the contrary.

10. This Tolling Agreement is effective upon execution by each Defendant, and without the requirement of filing with the Court, and may be signed in counterparts each of which shall be deemed an original, but all of which, together shall constitute one and the same document. After signing this Tolling Agreement, each Defendant will transmit to the United States a copy of the executed signature page via facsimile or mail and also mail the original signature to the United States.

11. This Tolling Agreement contains the entire agreement between the Parties regarding the subject matter hereof, and no statement, promise, or inducement made by any Party to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein.

12. The undersigned representative of each of the Parties certified that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon the United States, acting on behalf of the EPA and upon Defendants and their successors.

13. For purposes of this Tolling Agreement, the United States and Defendants agree that this Tolling Agreement is effective as to the named Defendant and also to all relevant parents, subsidiaries, and divisions of these entities in connection with the Site.

The United States, on behalf of the United States Environmental Protection Agency, consents to the terms and conditions of this Tolling Agreement by its duly authorized representatives on this _____ day of August 2018.

HENRY S. FRIEDMAN
Assistant Section Chief
Environmental Enforcement Section
Environmental and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Phone: 202-514-5268
Facsimile: 202-616-2583
Email: henry.friedman@usdoj.gov

JAMES R. MacAYEAL
Senior Counsel
Environmental Enforcement Section
Environmental and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 2044-7611
Phone: 202-616-8777
Facsimile: 202-616-2583
Email: james.macayeal@usdoj.gov

Metal Mark, Inc. consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this _____ day of August, 2018.

Signature: _____

Printed Name: _____

Title: _____

ATTACHMENT A

TO TOLLING AGREEMENT FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT RELATING TO THE SMOKEY MOUNTAIN SMELTERS SUPERFUND SITE IN KNOXVILLE, TENNESSEE

List of Defendants who are parties to the Tolling Agreement

East Tennessee Iron & Metals, Inc.

Briteline Extrusions

Doug Mabry n/k/a SLM Recycling

General Electric Company

Rimmer Brothers, Inc.

David Witherspoon, Jr.

Metal Exchange Corporation

Indcon, Inc.

Macon Iron & Paper, n/k/a Schnitzer Steel Industries, Inc.

Mahle Industries, Inc.

Marco International Corporation

Thompson Metal Services, Inc.

Doehler Jarvis, Inc.

Kaiser Aluminum & Chemical

Shima American Corporation

BFI Waste Systems

Ravenswood Aluminum Corporation n/k/a/ Century Aluminum

ARCO Metals, Inc.

Bob's Truck Service, Inc.

BESL Transfer Company n/k/a CRST International

Southern Aluminum n/k/a SAF and Machine, Inc.

Metal Mark, Inc.

Jerry Sternberg Company

Mandel Metals, Inc.

Alcan n/k/a Rio Tinto

Advanced Aluminum Products n/k/a Jupiter Aluminum

Norfolk Southern

The Mosaic Company

Phillips 66 Company

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
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GENERAL NOTICE/SUPPLEMENTAL INFORMATION REQUEST LETTER and TOLLING AGREEMENT
URGENT LEGAL MATTER
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CERTIFIED MAIL: RETURN RECEIPT REQUESTED

General Electric Company
Michael Holston, General Counsel
41 Farnsworth Street
Boston, MA 02210

Re: General Notice/Supplemental Information Request Letter and Tolling Agreement for the Smokey Mountain Smelters Superfund Site located in Knox County, Tennessee (the Site)

Dear Mr. Holston:

The purposes of this letter are: (1) to notify you of your potential liability as defined by Section 107(a) of the Comprehensive, Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §9607(a), as amended, that may have incurred with respect to the above-referenced Site; (2) to request that you respond to the enclosed Supplemental Information Request; and (3) to request that you sign and return the enclosed Tolling Agreement to allow us more time to negotiate this matter.

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resources or for their destruction or loss, together with the cost of assessing such damages. Based on the information received during investigations of the Site, the EPA believes that General Electric Company may be liable as generators under Section 107(a) of CERCLA with respect to the Smokey Mountain Smelters Superfund Site.

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Tolling Agreement

Included with this Notice Letter is a Tolling Agreement to toll the statute of limitations for six month so that negotiations for the Remedial Action can have time to occur and work can begin to clean up the contaminants at the Site. The EPA requests that General Electric Company sign the enclosed Tolling Agreement and return it to the following **by 5:00 pm on August 16, 2018**:

Caroline Philson
Associate Regional Counsel
U.S. Environmental Protection Agency Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Resources and Information for Small Businesses

As you may be aware, on January 11, 2002, the Superfund Small Business Liability relief and Brownfield Revitalization Act was enacted. This Act contains several exemptions and defenses to CERCLA liability that we suggest all parties evaluate. You may obtain a copy of the law via the Internet at http://www.epa.gov/swerosps/bf/ablrbra.htm and review EPA guidances regarding these exemptions at http://www.epa.gov/compliance/resources/policies/cleanup/superfund.

The EPA has created a number of helpful resources for small businesses. The EPA has established the National Compliance Assistance Clearinghouse as well as Compliance Assistance Centers which offer various forms of resources to small businesses. You may inquire about these resources at www.epa.gov. In addition, the EPA Small Business Ombudsman may be contacted at www.epa.gov/sbo. Finally, the EPA developed a fact sheet about the Small Business Regulatory Enforcement Fairness Act, which can be found at
http://www.epa.gov/Compliance/resources/publications/incentives/smallbusiness/smallbusresources.pdf

Due to the legal ramifications of your failure to respond properly, the EPA strongly encourages you to give this matter your immediate attention and to respond to both the Tolling Agreement and Information Request within the time specified above. If you have any legal or technical questions relating to this matter, you may consult with the EPA prior to the time specified above. Please direct legal questions to Caroline Philson of the Office of Regional Counsel at (404) 562-9588 or philson.caroline@epa.gov. Technical questions concerning the cleanup activities should be directed to Scott Miller at (404) 562-9120 or miller.scott@epa.gov. Any other questions regarding this letter should be directed to Felicia Jackson of my staff at (404) 562-8894 or jackson.felicia@epa.gov. Thank you for your prompt attention to this matter.

Sincerely,

Rachel McCullough for

Greg Armstrong, Chief
Superfund Enforcement Section
Superfund Division

Enclosures

TOLLING AGREEMENT FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT RELATING TO THE SMOKEY MOUNTAIN SMELTERS SUPERFUND SITE IN KNOXVILLE, TENNESSEE

The United States, on behalf of the United States Environmental Protection Agency, contends that it has a cause of action pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C §§ 9601 et set., and other applicable state and federal law, against the Defendant listed in Appendix A (Defendants) for cost recovery and performance of response actions at the Smokey Mountain Smelters Superfund Site in Knoxville, Knox County, Tennessee (Site) (the Tolled Claims).

The United States and Defendants (the Parties) enter into this Tolling Agreement to facilitate settlement negotiations between the Parties within the time period provided by this Agreement, without thereby altering the claims or defenses available to any Party hereto, except as specifically provided herein.

The Parties, in consideration of the covenants set out herein, agree as follows:

1. Notwithstanding any other provisions of this Tolling Agreement, the period commencing on August 16, 2018 and ending on January 31, 2019 inclusive (the Tolling Period) shall not be included in computing the running of any limitations potentially applicable to any action brought by the United States on the Tolled Claims.

2. Any defenses of laches, estoppel, or waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.

3. Defendants shall not assert, plead, or raise against the United States in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims; provided, or other time-based defense available to Defendants as of August 16, 2018 or Defendants' right to assert such defenses in any action brought by the United States.

4. This Tolling Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any Party to this Tolling Agreement. Nor does this Agreement constitute any admission or acknowledgment on the part of any Party that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims. The United States reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable.

5. This Tolling Agreement may not be modified except in writing signed by all the Parties. The Parties acknowledge that this Tolling Agreement may be extended for such period of time as the Parties agree to in writing.

6. It is understood that the United States may terminate settlement negotiations and commence suit at any time, upon provision of written notice by mail to Defendant. Where the United States elects to terminate negotiations under this Paragraph, the Tolling Period shall continue for the duration set forth in Paragraph 1. Nothing herein shall preclude the commencement of any action by the United States to protect the public health, welfare, or the environment without provision of advance notice.

7. This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the United States in a complaint against Defendants or the date on which the United States may file such a complaint, except as expressly stated herein.

8. This Agreement is not intended to affect any claims by or against third parties.

9. Defendants and the United States shall each preserve and maintain, during the pendency of the Tolling Period, and for a minimum of 90 days (or as long as litigation is reasonable foreseeable, whichever is longer) after termination of the Tolling Period, at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure and relating to the Tolled Claims, including but not limited to the contamination, use and control of Site, regardless of any corporate or document retention policy to the contrary.

10. This Tolling Agreement is effective upon execution by each Defendant, and without the requirement of filing with the Court, and may be signed in counterparts each of which shall be deemed an original, but all of which, together shall constitute one and the same document. After signing this Tolling Agreement, each Defendant will transmit to the United States a copy of the executed signature page via facsimile or mail and also mail the original signature to the United States.

11. This Tolling Agreement contains the entire agreement between the Parties regarding the subject matter hereof, and no statement, promise, or inducement made by any Party to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein.

12. The undersigned representative of each of the Parties certified that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon the United States, acting on behalf of the EPA and upon Defendants and their successors.

13. For purposes of this Tolling Agreement, the United States and Defendants agree that this Tolling Agreement is effective as to the named Defendant and also to all relevant parents, subsidiaries, and divisions of these entities in connection with the Site.

The United States, on behalf of the United States Environmental Protection Agency, consents to the terms and conditions of this Tolling Agreement by its duly authorized representatives on this _____ day of August 2018.

HENRY S. FRIEDMAN
Assistant Section Chief
Environmental Enforcement Section
Environmental and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Phone: 202-514-5268
Facsimile: 202-616-2583
Email: henry.friedman@usdoj.gov

JAMES R. MacAYEAL
Senior Counsel
Environmental Enforcement Section
Environmental and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 2044-7611
Phone: 202-616-8777
Facsimile: 202-616-2583
Email: james.macayeal@usdoj.gov

General Electric Company consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this _____ day of August, 2018.

Signature: _____

Printed Name: _____

Title: _____

ATTACHMENT A

TO TOLLING AGREEMENT FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT RELATING TO THE SMOKEY MOUNTAIN SMELTERS SUPERFUND SITE IN KNOXVILLE, TENNESSEE

List of Defendants who are parties to the Tolling Agreement

East Tennessee Iron & Metals, Inc.

Briteline Extrusions

Doub Mabry n/k/a SLM Recycling

General Electric Company

Rimmer Brothers, Inc.

David Witherspoon, Jr.

Metal Exchange Corporation

Indcon, Inc.

Macon Iron & Paper, n/k/a Schnitzer Steel Industries, Inc.

Mahle Industries, Inc.

Marco International Corporation

Thompson Metal Services, Inc.

Doehler Jarvis, Inc.

Kaiser Aluminum & Chemical

Shima American Corporation

BFI Waste Systems

Ravenswood Aluminum Corporation n/k/a/ Century Aluminum

ARCO Metals, Inc.

Bob's Truck Service, Inc.

BESL Transfer Company n/k/a CRST International

Southern Aluminum n/k/a SAF and Machine, Inc.

Metal Mark, Inc.

Jerry Sternberg Company

Mandel Metals, Inc.

Alcan n/k/a Rio Tinto

Advanced Aluminum Products n/k/a Jupiter Aluminum

The Mosaic Company

Phillips 66 Company

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

JUL 2 4 2018

GENERAL NOTICE/SUPPLEMENTAL INFORMATION REQUEST LETTER and TOLLING AGREEMENT
URGENT LEGAL MATTER
PROMPT REPLY NECESSARY
CERTIFIED MAIL: RETURN RECEIPT REQUESTED

Century Aluminum, f/k/a Ravenswood Aluminum Co.
One South Wacker Drive
Suite 1000
Chicago, IL 60606

Re: General Notice/Supplemental Information Request Letter and Tolling Agreement for the Smokey Mountain Smelters Superfund Site located in Knox County, Tennessee (the Site)

To Whom It May Concern:

The purposes of this letter are: (1) to notify you of your potential liability as defined by Section 107(a) of the Comprehensive, Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §9607(a), as amended, that may have incurred with respect to the above-referenced Site; (2) to request that you respond to the enclosed Supplemental Information Request; and (3) to request that you sign and return the enclosed Tolling Agreement to allow us more time to negotiate this matter.

The EPA has documented the release or threatened release of hazardous substances, pollutants, or contaminants at the Site. A "hazardous substance" is defined at CERCLA § 101(14) and 40 C.F.R. § 302.4 and includes any of the elements and compounds and hazardous wastes appearing in table 302.4 of that section. The Agency has spent public funds on actions to investigate and control the release of hazardous substances at and from the Site.

Under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), Potentially Responsible Parties (PRPs) who may be liable for these costs include current owners or operators of the site and any person who at the time of disposal of any hazardous substance owned or operated any facility at which such hazardous substances were disposed, among other persons described in this section. The term "disposal" is broadly defined in case law and is not limited to a one time occurrence. There may be other disposals when hazardous materials are moved, dispersed, or released during landfill excavations and fillings. A PRP's liability extends to all costs incurred by the United States Government in responding to any release or threatened release at the site. Such costs include, but are not limited to, expenditures for investigations, planning, response, oversight, and enforcement activities. As of July 10, 2018, the EPA has expended $10,116,812.45 at the Site. In addition, PRPs may be required to pay for damages for injury to natural resources or for their destruction or loss, together with the cost of assessing such damages. Based on the

information received during investigations of the Site, the EPA believes that Ravenswood Aluminum Corp, n/k/a Century Aluminum, may be liable as generators under Section 107(a) of CERCLA with respect to the Smokey Mountain Smelters Superfund Site.

Information Request

Fill out the enclosed Financial Questionnaire and provide the completed Questionnaire along with the last 5 years of federal tax returns to the EPA.

Compliance with the Information Request is mandatory. Failure to respond fully and truthfully to the Information Request within **thirty (30) calendar days** of receipt of this letter, or adequately to justify such failure to respond, can result in enforcement action by the EPA pursuant to Section 104(e) of CERCLA, as amended. The statute permits the EPA to seek the imposition of penalties of up to fifty-three thousand nine hundred and seven dollars ($53,907) for each day of continued non-compliance. This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. 3501, et seq.

Your response to this Information Request should be mailed to:

Felicia Jackson
SECEB – 11th Floor
U. S. Environmental Protection Agency Region 4
61 Forsyth Street, SW
Atlanta, Georgia 30303

Administrative Record

The EPA established an Administrative Record (AR) for the Site pursuant to CERCLA § 113(k), 42 U.S.C. § 9613(k), containing the documents that formed the basis of the EPA's decision on the selection of a response action for the Site. The AR is open to the public for inspection and public review during normal business hours at the EPA Region 4 Office, 61 Forsyth Street, Atlanta, Georgia 30303 and at the Bearden Branch Library, 100 Gulf Club Road, Knoxville, Tennessee 37919.

Tolling Agreement

Included with this Notice Letter is a Tolling Agreement to toll the statute of limitations for six months so that negotiations for the Remedial Action can have time to occur and work can begin to clean up the contaminants at the Site. The EPA requests that Century Aluminum sign the enclosed Tolling Agreement and return it to the following **by 5:00 pm on August 16, 2018**:

Caroline Philson
Associate Regional Counsel
U.S. Environmental Protection Agency Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Resources and Information for Small Businesses

As you may be aware, on January 11, 2002, the Superfund Small Business Liability relief and Brownfield Revitalization Act was enacted. This Act contains several exemptions and defenses to CERCLA liability that we suggest all parties evaluate. You may obtain a copy of the law via the Internet at http://www.epa.gov/swerosps/bf/ablrbra.htm and review EPA guidances regarding these exemptions at http://www.epa.gov/compliance/resources/policies/cleanup/superfund.

The EPA has created a number of helpful resources for small businesses. The EPA has established the National Compliance Assistance Clearinghouse as well as Compliance Assistance Centers which offer various forms of resources to small businesses. You may inquire about these resources at www.epa.gov. In addition, the EPA Small Business Ombudsman may be contacted at www.epa.gov/sbo. Finally, the EPA developed a fact sheet about the Small Business Regulatory Enforcement Fairness Act, which can be found at
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Due to the legal ramifications of your failure to respond properly, the EPA strongly encourages you to give this matter your immediate attention and to respond to both the Tolling Agreement and Information Request within the time specified above. If you have any legal or technical questions relating to this matter, you may consult with the EPA prior to the time specified above. Please direct legal questions to Caroline Philson of the Office of Regional Counsel at (404) 562-9588 or philson.caroline@epa.gov. Technical questions concerning the cleanup activities should be directed to Scott Miller at (404) 562-9120 or miller.scott@epa.gov. Any other questions regarding this letter should be directed to Felicia Jackson of my staff at (404) 562-8894 or jackson.felicia@epa.gov. Thank you for your prompt attention to this matter.

Sincerely,

Rachel McCullough for

Greg Armstrong, Chief
Superfund Enforcement Section
Superfund Division

Enclosures

TOLLING AGREEMENT FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT RELATING TO THE SMOKEY MOUNTAIN SMELTERS SUPERFUND SITE IN KNOXVILLE, TENNESSEE

The United States, on behalf of the United States Environmental Protection Agency, contends that it has a cause of action pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C §§ 9601 et set., and other applicable state and federal law, against the Defendant listed in Appendix A (Defendants) for cost recovery and performance of response actions at the Smokey Mountain Smelters Superfund Site in Knoxville, Knox County, Tennessee (Site) (the Tolled Claims).

The United States and Defendants (the Parties) enter into this Tolling Agreement to facilitate settlement negotiations between the Parties within the time period provided by this Agreement, without thereby altering the claims or defenses available to any Party hereto, except as specifically provided herein.

The Parties, in consideration of the covenants set out herein, agree as follows:

1. Notwithstanding any other provisions of this Tolling Agreement, the period commencing on August 16, 2018 and ending on January 31, 2019 inclusive (the Tolling Period) shall not be included in computing the running of any limitations potentially applicable to any action brought by the United States on the Tolled Claims.

2. Any defenses of laches, estoppel, or waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.

3. Defendants shall not assert, plead, or raise against the United States in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims; provided, or other time-based defense available to Defendants as of August 16, 2018 or Defendants' right to assert such defenses in any action brought by the United States.

4. This Tolling Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any Party to this Tolling Agreement. Nor does this Agreement constitute any admission or acknowledgment on the part of any Party that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims. The United States reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable.

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6. It is understood that the United States may terminate settlement negotiations and commence suit at any time, upon provision of written notice by mail to Defendant. Where the United States elects to terminate negotiations under this Paragraph, the Tolling Period shall continue for the duration set forth in Paragraph 1. Nothing herein shall preclude the commencement of any action by the United States to protect the public health, welfare, or the environment without provision of advance notice.

7. This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the United States in a complaint against Defendants or the date on which the United States may file such a complaint, except as expressly stated herein.

8. This Agreement is not intended to affect any claims by or against third parties.

9. Defendants and the United States shall each preserve and maintain, during the pendency of the Tolling Period, and for a minimum of 90 days (or as long as litigation is reasonable foreseeable, whichever is longer) after termination of the Tolling Period, at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure and relating to the Tolled Claims, including but not limited to the contamination, use and control of Site, regardless of any corporate or document retention policy to the contrary.

10. This Tolling Agreement is effective upon execution by each Defendant, and without the requirement of filing with the Court, and may be signed in counterparts each of which shall be deemed an original, but all of which, together shall constitute one and the same document. After signing this Tolling Agreement, each Defendant will transmit to the United States a copy of the executed signature page via facsimile or mail and also mail the original signature to the United States.

11. This Tolling Agreement contains the entire agreement between the Parties regarding the subject matter hereof, and no statement, promise, or inducement made by any Party to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein.

12. The undersigned representative of each of the Parties certified that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon the United States, acting on behalf of the EPA and upon Defendants and their successors.

13. For purposes of this Tolling Agreement, the United States and Defendants agree that this Tolling Agreement is effective as to the named Defendant and also to all relevant parents, subsidiaries, and divisions of these entities in connection with the Site.

The United States, on behalf of the United States Environmental Protection Agency, consents to the terms and conditions of this Tolling Agreement by its duly authorized representatives on this _____ day of August 2018.

HENRY S. FRIEDMAN
Assistant Section Chief
Environmental Enforcement Section
Environmental and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Phone: 202-514-5268
Facsimile: 202-616-2583
Email: henry.friedman@usdoj.gov

JAMES R. MacAYEAL
Senior Counsel
Environmental Enforcement Section
Environmental and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 2044-7611
Phone: 202-616-8777
Facsimile: 202-616-2583
Email: james.macayeal@usdoj.gov

Ravenswood Aluminum Corporation n/k/a Century Aluminum consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this _____ day of August, 2018.

Signature: _____

Printed Name: _____

Title: _____

ATTACHMENT A

TO TOLLING AGREEMENT FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT RELATING TO THE SMOKEY MOUNTAIN SMELTERS SUPERFUND SITE IN KNOXVILLE, TENNESSEE

List of Defendants who are parties to the Tolling Agreement

East Tennessee Iron & Metals, Inc.

Briteline Extrusions

Doug Mabry n/k/a SLM Recycling

General Electric Company

Rimmer Brothers, Inc.

David Witherspoon, Jr.

Metal Exchange Corporation

Indcon, Inc.

Macon Iron & Paper, n/k/a Schnitzer Steel Industries, Inc.

Mahle Industries, Inc.

Marco International Corporation

Thompson Metal Services, Inc.

Doehler Jarvis, Inc.

Kaiser Aluminum & Chemical

Shima American Corporation

BFI Waste Systems

Ravenswood Aluminum Corporation n/k/a/ Century Aluminum

ARCO Metals, Inc.

Bob's Truck Service, Inc.

BESL Transfer Company n/k/a CRST International

Southern Aluminum n/k/a SAF and Machine, Inc.

Metal Mark, Inc.

Jerry Sternberg Company

Mandel Metals, Inc.

Alcan n/k/a Rio Tinto

Advanced Aluminum Products n/k/a Jupiter Aluminum

Norfolk Southern

The Mosaic Company

Phillips 66 Company

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

JUL 2 4 2018

GENERAL NOTICE/SUPPLEMENTAL INFORMATION REQUEST LETTER and TOLLING AGREEMENT
URGENT LEGAL MATTER
PROMPT REPLY NECESSARY
CERTIFIED MAIL: RETURN RECEIPT REQUESTED

Rimmer Brothers, Inc.
Robert E. Rimmer, Owner
Terry Rimmer, Manager
1616 Maryville Pike
Knoxville, TN 37920

Re: General Notice/Supplemental Information Request Letter and Tolling Agreement for the Smokey Mountain Smelters Superfund Site located in Knox County, Tennessee (the Site)

Dear Mr. Rimmer:

The purposes of this letter are: (1) to notify you of your potential liability as defined by Section 107(a) of the Comprehensive, Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §9607(a), as amended, that may have incurred with respect to the above-referenced Site; (2) to request that you respond to the enclosed Supplemental Information Request; and (3) to request that you sign and return the enclosed Tolling Agreement to allow us more time to negotiate this matter.

The EPA has documented the release or threatened release of hazardous substances, pollutants, or contaminants at the Site. A "hazardous substance" is defined at CERCLA § 101(14) and 40 C.F.R. § 302.4 and includes any of the elements and compounds and hazardous wastes appearing in table 302.4 of that section. The Agency has spent public funds on actions to investigate and control the release of hazardous substances at and from the Site.

Under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), Potentially Responsible Parties (PRPs) who may be liable for these costs include current owners or operators of the site and any person who at the time of disposal of any hazardous substance owned or operated any facility at which such hazardous substances were disposed, among other persons described in this section. The term "disposal" is broadly defined in case law and is not limited to a one time occurrence. There may be other disposals when hazardous materials are moved, dispersed, or released during landfill excavations and fillings. A PRP's liability extends to all costs incurred by the United States Government in responding to any release or threatened release at the site. Such costs include, but are not limited to, expenditures for investigations, planning, response, oversight, and enforcement activities. As of July 10, 2018, the EPA has expended $10,116,812.45 at the Site. In addition, PRPs may be required to pay for damages for injury to natural

resources or for their destruction or loss, together with the cost of assessing such damages. Based on the information received during investigations of the Site, the EPA believes that Rimmer Brothers, Inc. may be liable as generators under Section 107(a) of CERCLA with respect to the Smokey Mountain Smelters Superfund Site.

Information Request

Fill out the enclosed Financial Questionnaire and provide the completed Questionnaire along with the last 5 years of federal tax returns to the EPA.

Compliance with the Information Request is mandatory. Failure to respond fully and truthfully to the Information Request within **thirty (30) calendar days** of receipt of this letter, or adequately to justify such failure to respond, can result in enforcement action by the EPA pursuant to Section 104(e) of CERCLA, as amended. The statute permits the EPA to seek the imposition of penalties of up to fifty-three thousand nine hundred and seven dollars ($53,907) for each day of continued non-compliance. This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. 3501, et seq.

Your response to this Information Request should be mailed to:

Felicia Jackson
SECEB – 11th Floor
U. S. Environmental Protection Agency Region 4
61 Forsyth Street, SW
Atlanta, Georgia 30303

Administrative Record

The EPA established an Administrative Record (AR) for the Site pursuant to CERCLA § 113(k), 42 U.S.C. § 9613(k), containing the documents that formed the basis of the EPA's decision on the selection of a response action for the Site. The AR is open to the public for inspection and public review during normal business hours at the EPA Region 4 Office, 61 Forsyth Street, Atlanta, Georgia 30303 and at the Bearden Branch Library, 100 Gulf Club Road, Knoxville, Tennessee 37919.

Tolling Agreement

Included with this Notice Letter is a Tolling Agreement to toll the statute of limitations for six month so that negotiations for the Remedial Action can have time to occur and work can begin to clean up the contaminants at the Site. The EPA requests that Rimmer Brothers, Inc. sign the enclosed Tolling Agreement and return it to the following **by 5:00 pm on August 16, 2018**:

Caroline Philson
Associate Regional Counsel
U.S. Environmental Protection Agency Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Resources and Information for Small Businesses

As you may be aware, on January 11, 2002, the Superfund Small Business Liability relief and Brownfield Revitalization Act was enacted. This Act contains several exemptions and defenses to CERCLA liability that we suggest all parties evaluate. You may obtain a copy of the law via the Internet at http://www.epa.gov/swerosps/bf/ablrbra.htm and review EPA guidances regarding these exemptions at http://www.epa.gov/compliance/resources/policies/cleanup/superfund.

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Sincerely,

Rachel McCullough for

Greg Armstrong, Chief
Superfund Enforcement Section
Superfund Division

Enclosures

TOLLING AGREEMENT FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT RELATING TO THE SMOKEY MOUNTAIN SMELTERS SUPERFUND SITE IN KNOXVILLE, TENNESSEE

The United States, on behalf of the United States Environmental Protection Agency, contends that it has a cause of action pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C §§ 9601 et set., and other applicable state and federal law, against the Defendant listed in Appendix A (Defendants) for cost recovery and performance of response actions at the Smokey Mountain Smelters Superfund Site in Knoxville, Knox County, Tennessee (Site) (the Tolled Claims).

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3. Defendants shall not assert, plead, or raise against the United States in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims; provided, or other time-based defense available to Defendants as of August 16, 2018 or Defendants' right to assert such defenses in any action brought by the United States.

4. This Tolling Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any Party to this Tolling Agreement. Nor does this Agreement constitute any admission or acknowledgment on the part of any Party that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims. The United States reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable.

5. This Tolling Agreement may not be modified except in writing signed by all the Parties. The Parties acknowledge that this Tolling Agreement may be extended for such period of time as the Parties agree to in writing.

6. It is understood that the United States may terminate settlement negotiations and commence suit at any time, upon provision of written notice by mail to Defendant. Where the United States elects to terminate negotiations under this Paragraph, the Tolling Period shall continue for the duration set forth in Paragraph 1. Nothing herein shall preclude the commencement of any action by the United States to protect the public health, welfare, or the environment without provision of advance notice.

7. This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the United States in a complaint against Defendants or the date on which the United States may file such a complaint, except as expressly stated herein.

8. This Agreement is not intended to affect any claims by or against third parties.

9. Defendants and the United States shall each preserve and maintain, during the pendency of the Tolling Period, and for a minimum of 90 days (or as long as litigation is reasonable foreseeable, whichever is longer) after termination of the Tolling Period, at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure and relating to the Tolled Claims, including but not limited to the contamination, use and control of Site, regardless of any corporate or document retention policy to the contrary.

10. This Tolling Agreement is effective upon execution by each Defendant, and without the requirement of filing with the Court, and may be signed in counterparts each of which shall be deemed an original, but all of which, together shall constitute one and the same document. After signing this Tolling Agreement, each Defendant will transmit to the United States a copy of the executed signature page via facsimile or mail and also mail the original signature to the United States.

11. This Tolling Agreement contains the entire agreement between the Parties regarding the subject matter hereof, and no statement, promise, or inducement made by any Party to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein.

12. The undersigned representative of each of the Parties certified that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon the United States, acting on behalf of the EPA and upon Defendants and their successors.

13. For purposes of this Tolling Agreement, the United States and Defendants agree that this Tolling Agreement is effective as to the named Defendant and also to all relevant parents, subsidiaries, and divisions of these entities in connection with the Site.

The United States, on behalf of the United States Environmental Protection Agency, consents to the terms and conditions of this Tolling Agreement by its duly authorized representatives on this _____ day of August 2018.

HENRY S. FRIEDMAN
Assistant Section Chief
Environmental Enforcement Section
Environmental and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Phone: 202-514-5268
Facsimile: 202-616-2583
Email: henry.friedman@usdoj.gov

JAMES R. MacAYEAL
Senior Counsel
Environmental Enforcement Section
Environmental and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 2044-7611
Phone: 202-616-8777
Facsimile: 202-616-2583
Email: james.macayeal@usdoj.gov

Rimmer Brothers Truck Parts consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this _____ day of August, 2018.

Signature: _____

Printed Name: _____

Title: _____

ATTACHMENT A

TO TOLLING AGREEMENT FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT RELATING TO THE SMOKEY MOUNTAIN SMELTERS SUPERFUND SITE IN KNOXVILLE, TENNESSEE

List of Defendants who are parties to the Tolling Agreement

East Tennessee Iron & Metals, Inc.

Briteline Extrusions

Doub Mabry n/k/a SLM Recycling

General Electric Company

Rimmer Brothers, Inc.

David Witherspoon, Jr.

Metal Exchange Corporation

Indcon, Inc.

Macon Iron & Paper, n/k/a Schnitzer Steel Industries, Inc.

Mahle Industries, Inc.

Marco International Corporation

Thompson Metal Services, Inc.

Doehler Jarvis, Inc.

Kaiser Aluminum & Chemical

Shima American Corporation

BFI Waste Systems

Ravenswood Aluminum Corporation n/k/a/ Century Aluminum

ARCO Metals, Inc.

Bob's Truck Service, Inc.

BESL Transfer Company n/k/a CRST International

Southern Aluminum n/k/a SAF and Machine, Inc.

Metal Mark, Inc.

Jerry Sternberg Company

Mandel Metals, Inc.

Alcan n/k/a Rio Tinto

Advanced Aluminum Products n/k/a Jupiter Aluminum

The Mosaic Company

Phillips 66 Company

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

JUL 2 4 2018

GENERAL NOTICE/SUPPLEMENTAL INFORMATION REQUEST LETTER and TOLLING AGREEMENT
URGENT LEGAL MATTER
PROMPT REPLY NECESSARY
CERTIFIED MAIL: RETURN RECEIPT REQUESTED

BFI Waste Systems
18500 North Allied Way
Phoenix, AZ 85054

Re: General Notice/Supplemental Information Request Letter and Tolling Agreement for the Smokey Mountain Smelters Superfund Site located in Knox County, Tennessee (the Site)

To Whom It May Concern:

The purposes of this letter are: (1) to notify you of your potential liability as defined by Section 107(a) of the Comprehensive, Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §9607(a), as amended, that may have incurred with respect to the above-referenced Site; (2) to request that you respond to the enclosed Supplemental Information Request; and (3) to request that you sign and return the enclosed Tolling Agreement to allow us more time to negotiate this matter.

The EPA has documented the release or threatened release of hazardous substances, pollutants, or contaminants at the Site. A "hazardous substance" is defined at CERCLA § 101(14) and 40 C.F.R. § 302.4 and includes any of the elements and compounds and hazardous wastes appearing in table 302.4 of that section. The Agency has spent public funds on actions to investigate and control the release of hazardous substances at and from the Site.

Under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), Potentially Responsible Parties (PRPs) who may be liable for these costs include current owners or operators of the site and any person who at the time of disposal of any hazardous substance owned or operated any facility at which such hazardous substances were disposed, among other persons described in this section. The term "disposal" is broadly defined in case law and is not limited to a one time occurrence. There may be other disposals when hazardous materials are moved, dispersed, or released during landfill excavations and fillings. A PRP's liability extends to all costs incurred by the United States Government in responding to any release or threatened release at the site. Such costs include, but are not limited to, expenditures for investigations, planning, response, oversight, and enforcement activities. As of July 10, 2018, the EPA has expended $10,116,812.45 at the Site. In addition, PRPs may be required to pay for damages for injury to natural resources or for their destruction or loss, together with the cost of assessing such damages. Based on the information received during investigations of the Site, the EPA believes that BFI may be liable as

generators under Section 107(a) of CERCLA with respect to the Smokey Mountain Smelters Superfund Site.

Information Request

Fill out the enclosed Financial Questionnaire and provide the completed Questionnaire along with the last 5 years of federal tax returns to the EPA.

Compliance with the Information Request is mandatory. Failure to respond fully and truthfully to the Information Request within **thirty (30) calendar days** of receipt of this letter, or adequately to justify such failure to respond, can result in enforcement action by the EPA pursuant to Section 104(e) of CERCLA, as amended. The statute permits the EPA to seek the imposition of penalties of up to fifty-three thousand nine hundred and seven dollars ($53,907) for each day of continued non-compliance. This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. 3501, et seq.

Your response to this Information Request should be mailed to:

Felicia Jackson
SECEB – 11th Floor
U. S. Environmental Protection Agency Region 4
61 Forsyth Street, SW
Atlanta, Georgia 30303

Administrative Record

The EPA established an Administrative Record (AR) for the Site pursuant to CERCLA § 113(k), 42 U.S.C. § 9613(k), containing the documents that formed the basis of the EPA's decision on the selection of a response action for the Site. The AR is open to the public for inspection and public review during normal business hours at the EPA Region 4 Office, 61 Forsyth Street, Atlanta, Georgia 30303 and at the Bearden Branch Library, 100 Gulf Club Road, Knoxville, Tennessee 37919.

Tolling Agreement

Included with this Notice Letter is a Tolling Agreement to toll the statute of limitations for six months so that negotiations for the Remedial Action can have time to occur and work can begin to clean up the contaminants at the Site. The EPA requests that BFI sign the enclosed Tolling Agreement and return it to the following **by 5:00 pm on August 16, 2018**:

Caroline Philson
Associate Regional Counsel
U.S. Environmental Protection Agency Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Resources and Information for Small Businesses

As you may be aware, on January 11, 2002, the Superfund Small Business Liability relief and Brownfield Revitalization Act was enacted. This Act contains several exemptions and defenses to CERCLA liability that we suggest all parties evaluate. You may obtain a copy of the law via the Internet at http://www.epa.gov/swerosps/bf/ablrbra.htm and review EPA guidances regarding these exemptions at http://www.epa.gov/compliance/resources/policies/cleanup/superfund.

The EPA has created a number of helpful resources for small businesses. The EPA has established the National Compliance Assistance Clearinghouse as well as Compliance Assistance Centers which offer various forms of resources to small businesses. You may inquire about these resources at www.epa.gov. In addition, the EPA Small Business Ombudsman may be contacted at www.epa.gov/sbo. Finally, the EPA developed a fact sheet about the Small Business Regulatory Enforcement Fairness Act, which can be found at
http://www.epa.gov/Compliance/resources/publications/incentives/smallbusiness/smallbusresources.pdf

Due to the legal ramifications of your failure to respond properly, the EPA strongly encourages you to give this matter your immediate attention and to respond to both the Tolling Agreement and Information Request within the time specified above. If you have any legal or technical questions relating to this matter, you may consult with the EPA prior to the time specified above. Please direct legal questions to Caroline Philson of the Office of Regional Counsel at (404) 562-9588 or philson.caroline@epa.gov. Technical questions concerning the cleanup activities should be directed to Scott Miller at (404) 562-9120 or miller.scott@epa.gov. Any other questions regarding this letter should be directed to Felicia Jackson of my staff at (404) 562-8894 or jackson.felicia@epa.gov. Thank you for your prompt attention to this matter.

Sincerely,

Rachel McCullough for

Greg Armstrong, Chief
Superfund Enforcement Section
Superfund Division

Enclosures

TOLLING AGREEMENT FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT RELATING TO THE SMOKEY MOUNTAIN SMELTERS SUPERFUND SITE IN KNOXVILLE, TENNESSEE

The United States, on behalf of the United States Environmental Protection Agency, contends that it has a cause of action pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C §§ 9601 et set., and other applicable state and federal law, against the Defendant listed in Appendix A (Defendants) for cost recovery and performance of response actions at the Smokey Mountain Smelters Superfund Site in Knoxville, Knox County, Tennessee (Site) (the Tolled Claims).

The United States and Defendants (the Parties) enter into this Tolling Agreement to facilitate settlement negotiations between the Parties within the time period provided by this Agreement, without thereby altering the claims or defenses available to any Party hereto, except as specifically provided herein.

The Parties, in consideration of the covenants set out herein, agree as follows:

1. Notwithstanding any other provisions of this Tolling Agreement, the period commencing on August 16, 2018 and ending on January 31, 2019 inclusive (the Tolling Period) shall not be included in computing the running of any limitations potentially applicable to any action brought by the United States on the Tolled Claims.

2. Any defenses of laches, estoppel, or waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.

3. Defendants shall not assert, plead, or raise against the United States in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims; provided, or other time-based defense available to Defendants as of August 16, 2018 or Defendants' right to assert such defenses in any action brought by the United States.

4. This Tolling Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any Party to this Tolling Agreement. Nor does this Agreement constitute any admission or acknowledgment on the part of any Party that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims. The United States reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable.

5. This Tolling Agreement may not be modified except in writing signed by all the Parties. The Parties acknowledge that this Tolling Agreement may be extended for such period of time as the Parties agree to in writing.

6. It is understood that the United States may terminate settlement negotiations and commence suit at any time, upon provision of written notice by mail to Defendant. Where the United States elects to terminate negotiations under this Paragraph, the Tolling Period shall continue for the duration set forth in Paragraph 1. Nothing herein shall preclude the commencement of any action by the United States to protect the public health, welfare, or the environment without provision of advance notice.

7. This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the United States in a complaint against Defendants or the date on which the United States may file such a complaint, except as expressly stated herein.

8. This Agreement is not intended to affect any claims by or against third parties.

9. Defendants and the United States shall each preserve and maintain, during the pendency of the Tolling Period, and for a minimum of 90 days (or as long as litigation is reasonable foreseeable, whichever is longer) after termination of the Tolling Period, at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure and relating to the Tolled Claims, including but not limited to the contamination, use and control of Site, regardless of any corporate or document retention policy to the contrary.

10. This Tolling Agreement is effective upon execution by each Defendant, and without the requirement of filing with the Court, and may be signed in counterparts each of which shall be deemed an original, but all of which, together shall constitute one and the same document. After signing this Tolling Agreement, each Defendant will transmit to the United States a copy of the executed signature page via facsimile or mail and also mail the original signature to the United States.

11. This Tolling Agreement contains the entire agreement between the Parties regarding the subject matter hereof, and no statement, promise, or inducement made by any Party to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein.

12. The undersigned representative of each of the Parties certified that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon the United States, acting on behalf of the EPA and upon Defendants and their successors.

13. For purposes of this Tolling Agreement, the United States and Defendants agree that this Tolling Agreement is effective as to the named Defendant and also to all relevant parents, subsidiaries, and divisions of these entities in connection with the Site.

The United States, on behalf of the United States Environmental Protection Agency, consents to the terms and conditions of this Tolling Agreement by its duly authorized representatives on this _____ day of August 2018.

HENRY S. FRIEDMAN
Assistant Section Chief
Environmental Enforcement Section
Environmental and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Phone: 202-514-5268
Facsimile: 202-616-2583
Email: henry.friedman@usdoj.gov

JAMES R. MacAYEAL
Senior Counsel
Environmental Enforcement Section
Environmental and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 2044-7611
Phone: 202-616-8777
Facsimile: 202-616-2583
Email: james.macayeal@usdoj.gov

BFI Waste Systems consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this _____ day of August, 2018.

Signature: _____

Printed Name: _____

Title: _____

ATTACHMENT A

TO TOLLING AGREEMENT FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT RELATING TO THE SMOKEY MOUNTAIN SMELTERS SUPERFUND SITE IN KNOXVILLE, TENNESSEE

List of Defendants who are parties to the Tolling Agreement

East Tennessee Iron & Metals, Inc.

Briteline Extrusions

Doug Mabry n/k/a SLM Recycling

General Electric Company

Rimmer Brothers, Inc.

David Witherspoon, Jr.

Metal Exchange Corporation

Indcon, Inc.

Macon Iron & Paper, n/k/a Schnitzer Steel Industries, Inc.

Mahle Industries, Inc.

Marco International Corporation

Thompson Metal Services, Inc.

Doehler Jarvis, Inc.

Kaiser Aluminum & Chemical

Shima American Corporation

BFI Waste Systems

Ravenswood Aluminum Corporation n/k/a/ Century Aluminum

ARCO Metals, Inc.

Bob's Truck Service, Inc.

BESL Transfer Company n/k/a CRST International

Southern Aluminum n/k/a SAF and Machine, Inc.

Metal Mark, Inc.

Jerry Sternberg Company

Mandel Metals, Inc.

Alcan n/k/a Rio Tinto

Advanced Aluminum Products n/k/a Jupiter Aluminum

Norfolk Southern

The Mosaic Company

Phillips 66 Company

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

JUL 2 4 2018

GENERAL NOTICE/SUPPLEMENTAL INFORMATION REQUEST LETTER and TOLLING AGREEMENT
URGENT LEGAL MATTER
PROMPT REPLY NECESSARY
CERTIFIED MAIL: RETURN RECEIPT REQUESTED

SAF and Machine, Inc. f/k/a Southern Aluminum
400 East Lincoln Highway
Chicago Heights, IL 60411

Re: General Notice/Supplemental Information Request Letter and Tolling Agreement for the Smokey Mountain Smelters Superfund Site located in Knox County, Tennessee (the Site)

To Whom It May Concern:

The purposes of this letter are: (1) to notify you of your potential liability as defined by Section 107(a) of the Comprehensive, Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §9607(a), as amended, that may have incurred with respect to the above-referenced Site; (2) to request that you respond to the enclosed Supplemental Information Request; and (3) to request that you sign and return the enclosed Tolling Agreement to allow us more time to negotiate this matter.

The EPA has documented the release or threatened release of hazardous substances, pollutants, or contaminants at the Site. A "hazardous substance" is defined at CERCLA § 101(14) and 40 C.F.R. § 302.4 and includes any of the elements and compounds and hazardous wastes appearing in table 302.4 of that section. The Agency has spent public funds on actions to investigate and control the release of hazardous substances at and from the Site.

Under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), Potentially Responsible Parties (PRPs) who may be liable for these costs include current owners or operators of the site and any person who at the time of disposal of any hazardous substance owned or operated any facility at which such hazardous substances were disposed, among other persons described in this section. The term "disposal" is broadly defined in case law and is not limited to a one time occurrence. There may be other disposals when hazardous materials are moved, dispersed, or released during landfill excavations and fillings. A PRP's liability extends to all costs incurred by the United States Government in responding to any release or threatened release at the site. Such costs include, but are not limited to, expenditures for investigations, planning, response, oversight, and enforcement activities. As of July 10, 2018, the EPA has expended $10,116,812.45 at the Site. In addition, PRPs may be required to pay for damages for injury to natural resources or for their destruction or loss, together with the cost of assessing such damages. Based on the information received during investigations of the Site, the EPA believes that Southern Aluminum, n/k/a

SAF and Machine, Inc. may be liable as generators under Section 107(a) of CERCLA with respect to the Smokey Mountain Smelters Superfund Site.

Information Request

Fill out the enclosed Financial Questionnaire and provide the completed Questionnaire along with the last 5 years of federal tax returns to the EPA.

Compliance with the Information Request is mandatory. Failure to respond fully and truthfully to the Information Request within **thirty (30) calendar days** of receipt of this letter, or adequately to justify such failure to respond, can result in enforcement action by the EPA pursuant to Section 104(e) of CERCLA, as amended. The statute permits the EPA to seek the imposition of penalties of up to fifty-three thousand nine hundred and seven dollars ($53,907) for each day of continued non-compliance. This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. 3501, et seq.

Your response to this Information Request should be mailed to:

Felicia Jackson
SECEB – 11th Floor
U. S. Environmental Protection Agency Region 4
61 Forsyth Street, SW
Atlanta, Georgia 30303

Administrative Record

The EPA established an Administrative Record (AR) for the Site pursuant to CERCLA § 113(k), 42 U.S.C. § 9613(k), containing the documents that formed the basis of the EPA's decision on the selection of a response action for the Site. The AR is open to the public for inspection and public review during normal business hours at the EPA Region 4 Office, 61 Forsyth Street, Atlanta, Georgia 30303 and at the Bearden Branch Library, 100 Gulf Club Road, Knoxville, Tennessee 37919.

Tolling Agreement

Included with this Notice Letter is a Tolling Agreement to toll the statute of limitations for six months so that negotiations for the Remedial Action can have time to occur and work can begin to clean up the contaminants at the Site. The EPA requests that SAF and Machine, Inc. sign the enclosed Tolling Agreement and return it to the following **by 5:00 pm on August 16, 2018**:

Caroline Philson
Associate Regional Counsel
U.S. Environmental Protection Agency Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Resources and Information for Small Businesses

As you may be aware, on January 11, 2002, the Superfund Small Business Liability relief and Brownfield Revitalization Act was enacted. This Act contains several exemptions and defenses to CERCLA liability that we suggest all parties evaluate. You may obtain a copy of the law via the Internet at http://www.epa.gov/swerosps/bf/ablrbra.htm and review EPA guidances regarding these exemptions at http://www.epa.gov/compliance/resources/policies/cleanup/superfund.

The EPA has created a number of helpful resources for small businesses. The EPA has established the National Compliance Assistance Clearinghouse as well as Compliance Assistance Centers which offer various forms of resources to small businesses. You may inquire about these resources at www.epa.gov. In addition, the EPA Small Business Ombudsman may be contacted at www.epa.gov/sbo. Finally, the EPA developed a fact sheet about the Small Business Regulatory Enforcement Fairness Act, which can be found at
http://www.epa.gov/Compliance/resources/publications/incentives/smallbusiness/smallbusresources.pdf

Due to the legal ramifications of your failure to respond properly, the EPA strongly encourages you to give this matter your immediate attention and to respond to both the Tolling Agreement and Information Request within the time specified above. If you have any legal or technical questions relating to this matter, you may consult with the EPA prior to the time specified above. Please direct legal questions to Caroline Philson of the Office of Regional Counsel at (404) 562-9588 or philson.caroline@epa.gov. Technical questions concerning the cleanup activities should be directed to Scott Miller at (404) 562-9120 or miller.scott@epa.gov. Any other questions regarding this letter should be directed to Felicia Jackson of my staff at (404) 562-8894 or jackson.felicia@epa.gov. Thank you for your prompt attention to this matter.

Sincerely,

Rachel McCullough for

Greg Armstrong, Chief
Superfund Enforcement Section
Superfund Division

Enclosures

TOLLING AGREEMENT FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT RELATING TO THE SMOKEY MOUNTAIN SMELTERS SUPERFUND SITE IN KNOXVILLE, TENNESSEE

The United States, on behalf of the United States Environmental Protection Agency, contends that it has a cause of action pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C §§ 9601 et set., and other applicable state and federal law, against the Defendant listed in Appendix A (Defendants) for cost recovery and performance of response actions at the Smokey Mountain Smelters Superfund Site in Knoxville, Knox County, Tennessee (Site) (the Tolled Claims).

The United States and Defendants (the Parties) enter into this Tolling Agreement to facilitate settlement negotiations between the Parties within the time period provided by this Agreement, without thereby altering the claims or defenses available to any Party hereto, except as specifically provided herein.

The Parties, in consideration of the covenants set out herein, agree as follows:

1. Notwithstanding any other provisions of this Tolling Agreement, the period commencing on August 16, 2018 and ending on January 31, 2019 inclusive (the Tolling Period) shall not be included in computing the running of any limitations potentially applicable to any action brought by the United States on the Tolled Claims.

2. Any defenses of laches, estoppel, or waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.

3. Defendants shall not assert, plead, or raise against the United States in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims; provided, or other time-based defense available to Defendants as of August 16, 2018 or Defendants' right to assert such defenses in any action brought by the United States.

4. This Tolling Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any Party to this Tolling Agreement. Nor does this Agreement constitute any admission or acknowledgment on the part of any Party that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims. The United States reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable.

5. This Tolling Agreement may not be modified except in writing signed by all the Parties. The Parties acknowledge that this Tolling Agreement may be extended for such period of time as the Parties agree to in writing.

6. It is understood that the United States may terminate settlement negotiations and commence suit at any time, upon provision of written notice by mail to Defendant. Where the United States elects to terminate negotiations under this Paragraph, the Tolling Period shall continue for the duration set forth in Paragraph 1. Nothing herein shall preclude the commencement of any action by the United States to protect the public health, welfare, or the environment without provision of advance notice.

7. This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the United States in a complaint against Defendants or the date on which the United States may file such a complaint, except as expressly stated herein.

8. This Agreement is not intended to affect any claims by or against third parties.

9. Defendants and the United States shall each preserve and maintain, during the pendency of the Tolling Period, and for a minimum of 90 days (or as long as litigation is reasonable foreseeable, whichever is longer) after termination of the Tolling Period, at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure and relating to the Tolled Claims, including but not limited to the contamination, use and control of Site, regardless of any corporate or document retention policy to the contrary.

10. This Tolling Agreement is effective upon execution by each Defendant, and without the requirement of filing with the Court, and may be signed in counterparts each of which shall be deemed an original, but all of which, together shall constitute one and the same document. After signing this Tolling Agreement, each Defendant will transmit to the United States a copy of the executed signature page via facsimile or mail and also mail the original signature to the United States.

11. This Tolling Agreement contains the entire agreement between the Parties regarding the subject matter hereof, and no statement, promise, or inducement made by any Party to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein.

12. The undersigned representative of each of the Parties certified that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon the United States, acting on behalf of the EPA and upon Defendants and their successors.

13. For purposes of this Tolling Agreement, the United States and Defendants agree that this Tolling Agreement is effective as to the named Defendant and also to all relevant parents, subsidiaries, and divisions of these entities in connection with the Site.

The United States, on behalf of the United States Environmental Protection Agency, consents to the terms and conditions of this Tolling Agreement by its duly authorized representatives on this _____ day of August 2018.

HENRY S. FRIEDMAN
Assistant Section Chief
Environmental Enforcement Section
Environmental and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Phone: 202-514-5268
Facsimile: 202-616-2583
Email: henry.friedman@usdoj.gov

JAMES R. MacAYEAL
Senior Counsel
Environmental Enforcement Section
Environmental and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 2044-7611
Phone: 202-616-8777
Facsimile: 202-616-2583
Email: james.macayeal@usdoj.gov

Southern Aluminum n/k/a SAF and Machine, Inc. consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this _____ day of August, 2018.

Signature: _____

Printed Name: _____

Title: _____

ATTACHMENT A

TO TOLLING AGREEMENT FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT RELATING TO THE SMOKEY MOUNTAIN SMELTERS SUPERFUND SITE IN KNOXVILLE, TENNESSEE

List of Defendants who are parties to the Tolling Agreement

East Tennessee Iron & Metals, Inc.

Briteline Extrusions

Doug Mabry n/k/a SLM Recycling

General Electric Company

Rimmer Brothers, Inc.

David Witherspoon, Jr.

Metal Exchange Corporation

Indcon, Inc.

Macon Iron & Paper, n/k/a Schnitzer Steel Industries, Inc.

Mahle Industries, Inc.

Marco International Corporation

Thompson Metal Services, Inc.

Doehler Jarvis, Inc.

Kaiser Aluminum & Chemical

Shima American Corporation

BFI Waste Systems

Ravenswood Aluminum Corporation n/k/a/ Century Aluminum

ARCO Metals, Inc.

Bob's Truck Service, Inc.

BESL Transfer Company n/k/a CRST International

Southern Aluminum n/k/a SAF and Machine, Inc.

Metal Mark, Inc.

Jerry Sternberg Company

Mandel Metals, Inc.

Alcan n/k/a Rio Tinto

Advanced Aluminum Products n/k/a Jupiter Aluminum

Norfolk Southern

The Mosaic Company

Phillips 66 Company

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

JUL 2 4 2018

GENERAL NOTICE/SUPPLEMENTAL INFORMATION REQUEST LETTER and TOLLING AGREEMENT
URGENT LEGAL MATTER
PROMPT REPLY NECESSARY
CERTIFIED MAIL: RETURN RECEIPT REQUESTED

CRST International
201 1st Street SE
Cedar Rapids, Iowa 52401

Re: General Notice/Supplemental Information Request Letter and Tolling Agreement for the Smokey Mountain Smelters Superfund Site located in Knox County, Tennessee (the Site)

To Whom It May Concern:

The purposes of this letter are: (1) to notify you of your potential liability as defined by Section 107(a) of the Comprehensive, Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §9607(a), as amended, that may have incurred with respect to the above-referenced Site; (2) to request that you respond to the enclosed Supplemental Information Request; and (3) to request that you sign and return the enclosed Tolling Agreement to allow us more time to negotiate this matter.

The EPA has documented the release or threatened release of hazardous substances, pollutants, or contaminants at the Site. A "hazardous substance" is defined at CERCLA § 101(14) and 40 C.F.R. § 302.4 and includes any of the elements and compounds and hazardous wastes appearing in table 302.4 of that section. The Agency has spent public funds on actions to investigate and control the release of hazardous substances at and from the Site.

Under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), Potentially Responsible Parties (PRPs) who may be liable for these costs include current owners or operators of the site and any person who at the time of disposal of any hazardous substance owned or operated any facility at which such hazardous substances were disposed, among other persons described in this section. The term "disposal" is broadly defined in case law and is not limited to a one time occurrence. There may be other disposals when hazardous materials are moved, dispersed, or released during landfill excavations and fillings. A PRP's liability extends to all costs incurred by the United States Government in responding to any release or threatened release at the site. Such costs include, but are not limited to, expenditures for investigations, planning, response, oversight, and enforcement activities. As of July 10, 2018, the EPA has expended $10,116,812.45 at the Site. In addition, PRPs may be required to pay for damages for injury to natural resources or for their destruction or loss, together with the cost of assessing such damages. Based on the information received during investigations of the Site, the EPA believes that CRST International may be

liable as generators under Section 107(a) of CERCLA with respect to the Smokey Mountain Smelters Superfund Site.

Information Request

Fill out the enclosed Financial Questionnaire and provide the completed Questionnaire along with the last 5 years of federal tax returns to the EPA.

Compliance with the Information Request is mandatory. Failure to respond fully and truthfully to the Information Request within **thirty (30) calendar days** of receipt of this letter, or adequately to justify such failure to respond, can result in enforcement action by the EPA pursuant to Section 104(e) of CERCLA, as amended. The statute permits the EPA to seek the imposition of penalties of up to fifty-three thousand nine hundred and seven dollars ($53,907) for each day of continued non-compliance. This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. 3501, et seq.

Your response to this Information Request should be mailed to:

Felicia Jackson
SECEB – 11th Floor
U. S. Environmental Protection Agency Region 4
61 Forsyth Street, SW
Atlanta, Georgia 30303

Administrative Record

The EPA established an Administrative Record (AR) for the Site pursuant to CERCLA § 113(k), 42 U.S.C. § 9613(k), containing the documents that formed the basis of the EPA's decision on the selection of a response action for the Site. The AR is open to the public for inspection and public review during normal business hours at the EPA Region 4 Office, 61 Forsyth Street, Atlanta, Georgia 30303 and at the Bearden Branch Library, 100 Gulf Club Road, Knoxville, Tennessee 37919.

Tolling Agreement

Included with this Notice Letter is a Tolling Agreement to toll the statute of limitations for six months so that negotiations for the Remedial Action can have time to occur and work can begin to clean up the contaminants at the Site. The EPA requests that CRST International sign the enclosed Tolling Agreement and return it to the following **by 5:00 pm on August 16, 2018**:

Caroline Philson
Associate Regional Counsel
U.S. Environmental Protection Agency Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Resources and Information for Small Businesses

As you may be aware, on January 11, 2002, the Superfund Small Business Liability relief and Brownfield Revitalization Act was enacted. This Act contains several exemptions and defenses to CERCLA liability that we suggest all parties evaluate. You may obtain a copy of the law via the Internet at http://www.epa.gov/swerosps/bf/ablrbra.htm and review EPA guidances regarding these exemptions at http://www.epa.gov/compliance/resources/policies/cleanup/superfund.

The EPA has created a number of helpful resources for small businesses. The EPA has established the National Compliance Assistance Clearinghouse as well as Compliance Assistance Centers which offer various forms of resources to small businesses. You may inquire about these resources at www.epa.gov. In addition, the EPA Small Business Ombudsman may be contacted at www.epa.gov/sbo. Finally, the EPA developed a fact sheet about the Small Business Regulatory Enforcement Fairness Act, which can be found at
http://www.epa.gov/Compliance/resources/publications/incentives/smallbusiness/smallbusresources.pdf

Due to the legal ramifications of your failure to respond properly, the EPA strongly encourages you to give this matter your immediate attention and to respond to both the Tolling Agreement and Information Request within the time specified above. If you have any legal or technical questions relating to this matter, you may consult with the EPA prior to the time specified above. Please direct legal questions to Caroline Philson of the Office of Regional Counsel at (404) 562-9588 or philson.caroline@epa.gov. Technical questions concerning the cleanup activities should be directed to Scott Miller at (404) 562-9120 or miller.scott@epa.gov. Any other questions regarding this letter should be directed to Felicia Jackson of my staff at (404) 562-8894 or jackson.felicia@epa.gov. Thank you for your prompt attention to this matter.

Sincerely,

Rachel McCullough for

Greg Armstrong, Chief
Superfund Enforcement Section
Superfund Division

Enclosures

TOLLING AGREEMENT FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT RELATING TO THE SMOKEY MOUNTAIN SMELTERS SUPERFUND SITE IN KNOXVILLE, TENNESSEE

The United States, on behalf of the United States Environmental Protection Agency, contends that it has a cause of action pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C §§ 9601 et set., and other applicable state and federal law, against the Defendant listed in Appendix A (Defendants) for cost recovery and performance of response actions at the Smokey Mountain Smelters Superfund Site in Knoxville, Knox County, Tennessee (Site) (the Tolled Claims).

The United States and Defendants (the Parties) enter into this Tolling Agreement to facilitate settlement negotiations between the Parties within the time period provided by this Agreement, without thereby altering the claims or defenses available to any Party hereto, except as specifically provided herein.

The Parties, in consideration of the covenants set out herein, agree as follows:

1. Notwithstanding any other provisions of this Tolling Agreement, the period commencing on August 16, 2018 and ending on January 31, 2019 inclusive (the Tolling Period) shall not be included in computing the running of any limitations potentially applicable to any action brought by the United States on the Tolled Claims.

2. Any defenses of laches, estoppel, or waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.

3. Defendants shall not assert, plead, or raise against the United States in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims; provided, or other time-based defense available to Defendants as of August 16, 2018 or Defendants' right to assert such defenses in any action brought by the United States.

4. This Tolling Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any Party to this Tolling Agreement. Nor does this Agreement constitute any admission or acknowledgment on the part of any Party that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims. The United States reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable.

5. This Tolling Agreement may not be modified except in writing signed by all the Parties. The Parties acknowledge that this Tolling Agreement may be extended for such period of time as the Parties agree to in writing.

6. It is understood that the United States may terminate settlement negotiations and commence suit at any time, upon provision of written notice by mail to Defendant. Where the United States elects to terminate negotiations under this Paragraph, the Tolling Period shall continue for the duration set forth in Paragraph 1. Nothing herein shall preclude the commencement of any action by the United States to protect the public health, welfare, or the environment without provision of advance notice.

7. This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the United States in a complaint against Defendants or the date on which the United States may file such a complaint, except as expressly stated herein.

8. This Agreement is not intended to affect any claims by or against third parties.

9. Defendants and the United States shall each preserve and maintain, during the pendency of the Tolling Period, and for a minimum of 90 days (or as long as litigation is reasonable foreseeable, whichever is longer) after termination of the Tolling Period, at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure and relating to the Tolled Claims, including but not limited to the contamination, use and control of Site, regardless of any corporate or document retention policy to the contrary.

10. This Tolling Agreement is effective upon execution by each Defendant, and without the requirement of filing with the Court, and may be signed in counterparts each of which shall be deemed an original, but all of which, together shall constitute one and the same document. After signing this Tolling Agreement, each Defendant will transmit to the United States a copy of the executed signature page via facsimile or mail and also mail the original signature to the United States.

11. This Tolling Agreement contains the entire agreement between the Parties regarding the subject matter hereof, and no statement, promise, or inducement made by any Party to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein.

12. The undersigned representative of each of the Parties certified that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon the United States, acting on behalf of the EPA and upon Defendants and their successors.

13. For purposes of this Tolling Agreement, the United States and Defendants agree that this Tolling Agreement is effective as to the named Defendant and also to all relevant parents, subsidiaries, and divisions of these entities in connection with the Site.

The United States, on behalf of the United States Environmental Protection Agency, consents to the terms and conditions of this Tolling Agreement by its duly authorized representatives on this _____ day of August 2018.

HENRY S. FRIEDMAN
Assistant Section Chief
Environmental Enforcement Section
Environmental and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Phone: 202-514-5268
Facsimile: 202-616-2583
Email: henry.friedman@usdoj.gov

JAMES R. MacAYEAL
Senior Counsel
Environmental Enforcement Section
Environmental and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 2044-7611
Phone: 202-616-8777
Facsimile: 202-616-2583
Email: james.macayeal@usdoj.gov

BESL Transfer Company n/k/a CRST International consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this _____ day of August, 2018.

Signature: _____

Printed Name: _____

Title: _____

ATTACHMENT A

TO TOLLING AGREEMENT FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT RELATING TO THE SMOKEY MOUNTAIN SMELTERS SUPERFUND SITE IN KNOXVILLE, TENNESSEE

List of Defendants who are parties to the Tolling Agreement

East Tennessee Iron & Metals, Inc.

Briteline Extrusions

Doug Mabry n/k/a SLM Recycling

General Electric Company

Rimmer Brothers, Inc.

David Witherspoon, Jr.

Metal Exchange Corporation

Indcon, Inc.

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Mahle Industries, Inc.

Marco International Corporation

Thompson Metal Services, Inc.

Doehler Jarvis, Inc.

Kaiser Aluminum & Chemical

Shima American Corporation

BFI Waste Systems

Ravenswood Aluminum Corporation n/k/a/ Century Aluminum

ARCO Metals, Inc.

Bob's Truck Service, Inc.

BESL Transfer Company n/k/a CRST International

Southern Aluminum n/k/a SAF and Machine, Inc.

Metal Mark, Inc.

Jerry Sternberg Company

Mandel Metals, Inc.

Alcan n/k/a Rio Tinto

Advanced Aluminum Products n/k/a Jupiter Aluminum

Norfolk Southern

The Mosaic Company

Phillips 66 Company

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

JUL 2 4 2018

GENERAL NOTICE/SUPPLEMENTAL INFORMATION REQUEST LETTER and TOLLING AGREEMENT
URGENT LEGAL MATTER
PROMPT REPLY NECESSARY
CERTIFIED MAIL: RETURN RECEIPT REQUESTED

Mandel Metals
11400 Addison Ave
Franklin Park, IL 60131

Re: General Notice/Supplemental Information Request Letter and Tolling Agreement for the Smokey Mountain Smelters Superfund Site located in Knox County, Tennessee (the Site)

To Whom It May Concern:

The purposes of this letter are: (1) to notify you of your potential liability as defined by Section 107(a) of the Comprehensive, Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §9607(a), as amended, that may have incurred with respect to the above-referenced Site; (2) to request that you respond to the enclosed Supplemental Information Request; and (3) to request that you sign and return the enclosed Tolling Agreement to allow us more time to negotiate this matter.

The EPA has documented the release or threatened release of hazardous substances, pollutants, or contaminants at the Site. A "hazardous substance" is defined at CERCLA § 101(14) and 40 C.F.R. § 302.4 and includes any of the elements and compounds and hazardous wastes appearing in table 302.4 of that section. The Agency has spent public funds on actions to investigate and control the release of hazardous substances at and from the Site.

Under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), Potentially Responsible Parties (PRPs) who may be liable for these costs include current owners or operators of the site and any person who at the time of disposal of any hazardous substance owned or operated any facility at which such hazardous substances were disposed, among other persons described in this section. The term "disposal" is broadly defined in case law and is not limited to a one time occurrence. There may be other disposals when hazardous materials are moved, dispersed, or released during landfill excavations and fillings. A PRP's liability extends to all costs incurred by the United States Government in responding to any release or threatened release at the site. Such costs include, but are not limited to, expenditures for investigations, planning, response, oversight, and enforcement activities. As of July 10, 2018, the EPA has expended $10,116,812.45 at the Site. In addition, PRPs may be required to pay for damages for injury to natural resources or for their destruction or loss, together with the cost of assessing such damages. Based on the information received during investigations of the Site, the EPA believes that Mandel Metals may be

liable as generators under Section 107(a) of CERCLA with respect to the Smokey Mountain Smelters Superfund Site.

Information Request

Fill out the enclosed Financial Questionnaire and provide the completed Questionnaire along with the last 5 years of federal tax returns to the EPA.

Compliance with the Information Request is mandatory. Failure to respond fully and truthfully to the Information Request within **thirty (30) calendar days** of receipt of this letter, or adequately to justify such failure to respond, can result in enforcement action by the EPA pursuant to Section 104(e) of CERCLA, as amended. The statute permits the EPA to seek the imposition of penalties of up to fifty-three thousand nine hundred and seven dollars ($53,907) for each day of continued non-compliance. This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. 3501, et seq.

Your response to this Information Request should be mailed to:

Felicia Jackson
SECEB – 11th Floor
U. S. Environmental Protection Agency Region 4
61 Forsyth Street, SW
Atlanta, Georgia 30303

Administrative Record

The EPA established an Administrative Record (AR) for the Site pursuant to CERCLA § 113(k), 42 U.S.C. § 9613(k), containing the documents that formed the basis of the EPA's decision on the selection of a response action for the Site. The AR is open to the public for inspection and public review during normal business hours at the EPA Region 4 Office, 61 Forsyth Street, Atlanta, Georgia 30303 and at the Bearden Branch Library, 100 Gulf Club Road, Knoxville, Tennessee 37919.

Tolling Agreement

Included with this Notice Letter is a Tolling Agreement to toll the statute of limitations for six month so that negotiations for the Remedial Action can have time to occur and work can begin to clean up the contaminants at the Site. The EPA requests that Mandel Metals sign the enclosed Tolling Agreement and return it to the following **by 5:00 pm on August 16, 2018**:

Caroline Philson
Associate Regional Counsel
U.S. Environmental Protection Agency Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Resources and Information for Small Businesses

As you may be aware, on January 11, 2002, the Superfund Small Business Liability relief and Brownfield Revitalization Act was enacted. This Act contains several exemptions and defenses to CERCLA liability that we suggest all parties evaluate. You may obtain a copy of the law via the Internet at http://www.epa.gov/swerosps/bf/ablrbra.htm and review EPA guidances regarding these exemptions at http://www.epa.gov/compliance/resources/policies/cleanup/superfund.

The EPA has created a number of helpful resources for small businesses. The EPA has established the National Compliance Assistance Clearinghouse as well as Compliance Assistance Centers which offer various forms of resources to small businesses. You may inquire about these resources at www.epa.gov. In addition, the EPA Small Business Ombudsman may be contacted at www.epa.gov/sbo. Finally, the EPA developed a fact sheet about the Small Business Regulatory Enforcement Fairness Act, which can be found at
http://www.epa.gov/Compliance/resources/publications/incentives/smallbusiness/smallbusresources.pdf

Due to the legal ramifications of your failure to respond properly, the EPA strongly encourages you to give this matter your immediate attention and to respond to both the Tolling Agreement and Information Request within the time specified above. If you have any legal or technical questions relating to this matter, you may consult with the EPA prior to the time specified above. Please direct legal questions to Caroline Philson of the Office of Regional Counsel at (404) 562-9588 or philson.caroline@epa.gov. Technical questions concerning the cleanup activities should be directed to Scott Miller at (404) 562-9120 or miller.scott@epa.gov. Any other questions regarding this letter should be directed to Felicia Jackson of my staff at (404) 562-8894 or jackson.felicia@epa.gov. Thank you for your prompt attention to this matter.

Sincerely,

Rachel McCallum for

Greg Armstrong, Chief
Superfund Enforcement Section
Superfund Division

Enclosures

TOLLING AGREEMENT FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT RELATING TO THE SMOKEY MOUNTAIN SMELTERS SUPERFUND SITE IN KNOXVILLE, TENNESSEE

The United States, on behalf of the United States Environmental Protection Agency, contends that it has a cause of action pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C §§ 9601 et set., and other applicable state and federal law, against the Defendant listed in Appendix A (Defendants) for cost recovery and performance of response actions at the Smokey Mountain Smelters Superfund Site in Knoxville, Knox County, Tennessee (Site) (the Tolled Claims).

The United States and Defendants (the Parties) enter into this Tolling Agreement to facilitate settlement negotiations between the Parties within the time period provided by this Agreement, without thereby altering the claims or defenses available to any Party hereto, except as specifically provided herein.

The Parties, in consideration of the covenants set out herein, agree as follows:

1. Notwithstanding any other provisions of this Tolling Agreement, the period commencing on August 16, 2018 and ending on January 31, 2019 inclusive (the Tolling Period) shall not be included in computing the running of any limitations potentially applicable to any action brought by the United States on the Tolled Claims.

2. Any defenses of laches, estoppel, or waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.

3. Defendants shall not assert, plead, or raise against the United States in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims; provided, or other time-based defense available to Defendants as of August 16, 2018 or Defendants' right to assert such defenses in any action brought by the United States.

4. This Tolling Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any Party to this Tolling Agreement. Nor does this Agreement constitute any admission or acknowledgment on the part of any Party that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims. The United States reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable.

5. This Tolling Agreement may not be modified except in writing signed by all the Parties. The Parties acknowledge that this Tolling Agreement may be extended for such period of time as the Parties agree to in writing.

6. It is understood that the United States may terminate settlement negotiations and commence suit at any time, upon provision of written notice by mail to Defendant. Where the United States elects to terminate negotiations under this Paragraph, the Tolling Period shall continue for the duration set forth in Paragraph 1. Nothing herein shall preclude the commencement of any action by the United States to protect the public health, welfare, or the environment without provision of advance notice.

7. This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the United States in a complaint against Defendants or the date on which the United States may file such a complaint, except as expressly stated herein.

8. This Agreement is not intended to affect any claims by or against third parties.

9. Defendants and the United States shall each preserve and maintain, during the pendency of the Tolling Period, and for a minimum of 90 days (or as long as litigation is reasonable foreseeable, whichever is longer) after termination of the Tolling Period, at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure and relating to the Tolled Claims, including but not limited to the contamination, use and control of Site, regardless of any corporate or document retention policy to the contrary.

10. This Tolling Agreement is effective upon execution by each Defendant, and without the requirement of filing with the Court, and may be signed in counterparts each of which shall be deemed an original, but all of which, together shall constitute one and the same document. After signing this Tolling Agreement, each Defendant will transmit to the United States a copy of the executed signature page via facsimile or mail and also mail the original signature to the United States.

11. This Tolling Agreement contains the entire agreement between the Parties regarding the subject matter hereof, and no statement, promise, or inducement made by any Party to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein.

12. The undersigned representative of each of the Parties certified that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon the United States, acting on behalf of the EPA and upon Defendants and their successors.

13. For purposes of this Tolling Agreement, the United States and Defendants agree that this Tolling Agreement is effective as to the named Defendant and also to all relevant parents, subsidiaries, and divisions of these entities in connection with the Site.

The United States, on behalf of the United States Environmental Protection Agency, consents to the terms and conditions of this Tolling Agreement by its duly authorized representatives on this _____ day of August 2018.

HENRY S. FRIEDMAN
Assistant Section Chief
Environmental Enforcement Section
Environmental and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Phone: 202-514-5268
Facsimile: 202-616-2583
Email: henry.friedman@usdoj.gov

JAMES R. MacAYEAL
Senior Counsel
Environmental Enforcement Section
Environmental and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 2044-7611
Phone: 202-616-8777
Facsimile: 202-616-2583
Email: james.macayeal@usdoj.gov

Mandel Metals, Inc. consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this _____ day of August, 2018.

Signature: _____

Printed Name: _____

Title: _____

ATTACHMENT A

TO TOLLING AGREEMENT FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT RELATING TO THE SMOKEY MOUNTAIN SMELTERS SUPERFUND SITE IN KNOXVILLE, TENNESSEE

List of Defendants who are parties to the Tolling Agreement

East Tennessee Iron & Metals, Inc.

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David Witherspoon, Jr.

Metal Exchange Corporation

Indcon, Inc.

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Mahle Industries, Inc.

Marco International Corporation

Thompson Metal Services, Inc.

Doehler Jarvis, Inc.

Kaiser Aluminum & Chemical

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BFI Waste Systems

Ravenswood Aluminum Corporation n/k/a/ Century Aluminum

ARCO Metals, Inc.

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Jerry Sternberg Company

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Norfolk Southern

The Mosaic Company

Phillips 66 Company

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

JUL 2 4 2018

GENERAL NOTICE/SUPPLEMENTAL INFORMATION REQUEST LETTER and TOLLING AGREEMENT
URGENT LEGAL MATTER
PROMPT REPLY NECESSARY
CERTIFIED MAIL: RETURN RECEIPT REQUESTED

Shima American Corporation
500 Park Blvd.
Suite 725
Itasca, IL 60143

Re: General Notice/Supplemental Information Request Letter and Tolling Agreement for the Smokey Mountain Smelters Superfund Site located in Knox County, Tennessee (the Site)

To Whom It May Concern:

The purposes of this letter are: (1) to notify you of your potential liability as defined by Section 107(a) of the Comprehensive, Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §9607(a), as amended, that may have incurred with respect to the above-referenced Site; (2) to request that you respond to the enclosed Supplemental Information Request; and (3) to request that you sign and return the enclosed Tolling Agreement to allow us more time to negotiate this matter.

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information received during investigations of the Site, the EPA believes that Shima American Corporation may be liable as generators under Section 107(a) of CERCLA with respect to the Smokey Mountain Smelters Superfund Site.

Information Request

Fill out the enclosed Financial Questionnaire and provide the completed Questionnaire along with the last 5 years of federal tax returns to the EPA.

Compliance with the Information Request is mandatory. Failure to respond fully and truthfully to the Information Request within **thirty (30) calendar days** of receipt of this letter, or adequately to justify such failure to respond, can result in enforcement action by the EPA pursuant to Section 104(e) of CERCLA, as amended. The statute permits the EPA to seek the imposition of penalties of up to fifty-three thousand nine hundred and seven dollars ($53,907) for each day of continued non-compliance. This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. 3501, et seq.

Your response to this Information Request should be mailed to:

Felicia Jackson
SECEB – 11th Floor
U. S. Environmental Protection Agency Region 4
61 Forsyth Street, SW
Atlanta, Georgia 30303

Administrative Record

The EPA established an Administrative Record (AR) for the Site pursuant to CERCLA § 113(k), 42 U.S.C. § 9613(k), containing the documents that formed the basis of the EPA's decision on the selection of a response action for the Site. The AR is open to the public for inspection and public review during normal business hours at the EPA Region 4 Office, 61 Forsyth Street, Atlanta, Georgia 30303 and at the Bearden Branch Library, 100 Gulf Club Road, Knoxville, Tennessee 37919.

Tolling Agreement

Included with this Notice Letter is a Tolling Agreement to toll the statute of limitations for six months so that negotiations for the Remedial Action can have time to occur and work can begin to clean up the contaminants at the Site. The EPA requests that Shima American Corporation sign the enclosed Tolling Agreement and return it to the following **by 5:00 pm on August 16, 2018**:

Caroline Philson
Associate Regional Counsel
U.S. Environmental Protection Agency Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Resources and Information for Small Businesses

As you may be aware, on January 11, 2002, the Superfund Small Business Liability relief and Brownfield Revitalization Act was enacted. This Act contains several exemptions and defenses to CERCLA liability that we suggest all parties evaluate. You may obtain a copy of the law via the Internet at http://www.epa.gov/swerosps/bf/ablrbra.htm and review EPA guidances regarding these exemptions at http://www.epa.gov/compliance/resources/policies/cleanup/superfund.

The EPA has created a number of helpful resources for small businesses. The EPA has established the National Compliance Assistance Clearinghouse as well as Compliance Assistance Centers which offer various forms of resources to small businesses. You may inquire about these resources at www.epa.gov. In addition, the EPA Small Business Ombudsman may be contacted at www.epa.gov/sbo. Finally, the EPA developed a fact sheet about the Small Business Regulatory Enforcement Fairness Act, which can be found at
http://www.epa.gov/Compliance/resources/publications/incentives/smallbusiness/smallbusresources.pdf

Due to the legal ramifications of your failure to respond properly, the EPA strongly encourages you to give this matter your immediate attention and to respond to both the Tolling Agreement and Information Request within the time specified above. If you have any legal or technical questions relating to this matter, you may consult with the EPA prior to the time specified above. Please direct legal questions to Caroline Philson of the Office of Regional Counsel at (404) 562-9588 or philson.caroline@epa.gov. Technical questions concerning the cleanup activities should be directed to Scott Miller at (404) 562-9120 or miller.scott@epa.gov. Any other questions regarding this letter should be directed to Felicia Jackson of my staff at (404) 562-8894 or jackson.felicia@epa.gov. Thank you for your prompt attention to this matter.

Sincerely,

Rachel McCullough for

Greg Armstrong, Chief
Superfund Enforcement Section
Superfund Division

Enclosures

TOLLING AGREEMENT FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT RELATING TO THE SMOKEY MOUNTAIN SMELTERS SUPERFUND SITE IN KNOXVILLE, TENNESSEE

The United States, on behalf of the United States Environmental Protection Agency, contends that it has a cause of action pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C §§ 9601 et set., and other applicable state and federal law, against the Defendant listed in Appendix A (Defendants) for cost recovery and performance of response actions at the Smokey Mountain Smelters Superfund Site in Knoxville, Knox County, Tennessee (Site) (the Tolled Claims).

The United States and Defendants (the Parties) enter into this Tolling Agreement to facilitate settlement negotiations between the Parties within the time period provided by this Agreement, without thereby altering the claims or defenses available to any Party hereto, except as specifically provided herein.

The Parties, in consideration of the covenants set out herein, agree as follows:

1. Notwithstanding any other provisions of this Tolling Agreement, the period commencing on August 16, 2018 and ending on January 31, 2019 inclusive (the Tolling Period) shall not be included in computing the running of any limitations potentially applicable to any action brought by the United States on the Tolled Claims.

2. Any defenses of laches, estoppel, or waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.

3. Defendants shall not assert, plead, or raise against the United States in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims; provided, or other time-based defense available to Defendants as of August 16, 2018 or Defendants' right to assert such defenses in any action brought by the United States.

4. This Tolling Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any Party to this Tolling Agreement. Nor does this Agreement constitute any admission or acknowledgment on the part of any Party that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims. The United States reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable.

5. This Tolling Agreement may not be modified except in writing signed by all the Parties. The Parties acknowledge that this Tolling Agreement may be extended for such period of time as the Parties agree to in writing.

6. It is understood that the United States may terminate settlement negotiations and commence suit at any time, upon provision of written notice by mail to Defendant. Where the United States elects to terminate negotiations under this Paragraph, the Tolling Period shall continue for the duration set forth in Paragraph 1. Nothing herein shall preclude the commencement of any action by the United States to protect the public health, welfare, or the environment without provision of advance notice.

7. This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the United States in a complaint against Defendants or the date on which the United States may file such a complaint, except as expressly stated herein.

8. This Agreement is not intended to affect any claims by or against third parties.

9. Defendants and the United States shall each preserve and maintain, during the pendency of the Tolling Period, and for a minimum of 90 days (or as long as litigation is reasonable foreseeable, whichever is longer) after termination of the Tolling Period, at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure and relating to the Tolled Claims, including but not limited to the contamination, use and control of Site, regardless of any corporate or document retention policy to the contrary.

10. This Tolling Agreement is effective upon execution by each Defendant, and without the requirement of filing with the Court, and may be signed in counterparts each of which shall be deemed an original, but all of which, together shall constitute one and the same document. After signing this Tolling Agreement, each Defendant will transmit to the United States a copy of the executed signature page via facsimile or mail and also mail the original signature to the United States.

11. This Tolling Agreement contains the entire agreement between the Parties regarding the subject matter hereof, and no statement, promise, or inducement made by any Party to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein.

12. The undersigned representative of each of the Parties certified that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon the United States, acting on behalf of the EPA and upon Defendants and their successors.

13. For purposes of this Tolling Agreement, the United States and Defendants agree that this Tolling Agreement is effective as to the named Defendant and also to all relevant parents, subsidiaries, and divisions of these entities in connection with the Site.

The United States, on behalf of the United States Environmental Protection Agency, consents to the terms and conditions of this Tolling Agreement by its duly authorized representatives on this _____ day of August 2018.

HENRY S. FRIEDMAN
Assistant Section Chief
Environmental Enforcement Section
Environmental and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Phone: 202-514-5268
Facsimile: 202-616-2583
Email: henry.friedman@usdoj.gov

JAMES R. MacAYEAL
Senior Counsel
Environmental Enforcement Section
Environmental and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 2044-7611
Phone: 202-616-8777
Facsimile: 202-616-2583
Email: james.macayeal@usdoj.gov

Shima American Corporation consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this _____ day of August, 2018.

Signature: _____

Printed Name: _____

Title: _____

ATTACHMENT A

TO TOLLING AGREEMENT FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT RELATING TO THE SMOKEY MOUNTAIN SMELTERS SUPERFUND SITE IN KNOXVILLE, TENNESSEE

List of Defendants who are parties to the Tolling Agreement

East Tennessee Iron & Metals, Inc.

Briteline Extrusions

Doug Mabry n/k/a SLM Recycling

General Electric Company

Rimmer Brothers, Inc.

David Witherspoon, Jr.

Metal Exchange Corporation

Indcon, Inc.

Macon Iron & Paper, n/k/a Schnitzer Steel Industries, Inc.

Mahle Industries, Inc.

Marco International Corporation

Thompson Metal Services, Inc.

Doehler Jarvis, Inc.

Kaiser Aluminum & Chemical

Shima American Corporation

BFI Waste Systems

Ravenswood Aluminum Corporation n/k/a/ Century Aluminum

ARCO Metals, Inc.

Bob's Truck Service, Inc.

BESL Transfer Company n/k/a CRST International

Southern Aluminum n/k/a SAF and Machine, Inc.

Metal Mark, Inc.

Jerry Sternberg Company

Mandel Metals, Inc.

Alcan n/k/a Rio Tinto

Advanced Aluminum Products n/k/a Jupiter Aluminum

Norfolk Southern

The Mosaic Company

Phillips 66 Company

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

JUL 2 4 2018

GENERAL NOTICE/SUPPLEMENTAL INFORMATION REQUEST LETTER and TOLLING AGREEMENT
URGENT LEGAL MATTER
PROMPT REPLY NECESSARY
CERTIFIED MAIL: RETURN RECEIPT REQUESTED

Rio Tinto f/k/a Alcan
ATTN: Jeff Armington
4700 Daybreak Pkwy
South Jordan, UT 84009

Re: General Notice/Supplemental Information Request Letter and Tolling Agreement for the Smokey Mountain Smelters Superfund Site located in Knox County, Tennessee (the Site)

To Whom It May Concern:

The purposes of this letter are: (1) to notify you of your potential liability as defined by Section 107(a) of the Comprehensive, Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §9607(a), as amended, that may have incurred with respect to the above-referenced Site; (2) to request that you respond to the enclosed Supplemental Information Request; and (3) to request that you sign and return the enclosed Tolling Agreement to allow us more time to negotiate this matter.

The EPA has documented the release or threatened release of hazardous substances, pollutants, or contaminants at the Site. A "hazardous substance" is defined at CERCLA § 101(14) and 40 C.F.R. § 302.4 and includes any of the elements and compounds and hazardous wastes appearing in table 302.4 of that section. The Agency has spent public funds on actions to investigate and control the release of hazardous substances at and from the Site.

Under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), Potentially Responsible Parties (PRPs) who may be liable for these costs include current owners or operators of the site and any person who at the time of disposal of any hazardous substance owned or operated any facility at which such hazardous substances were disposed, among other persons described in this section. The term "disposal" is broadly defined in case law and is not limited to a one time occurrence. There may be other disposals when hazardous materials are moved, dispersed, or released during landfill excavations and fillings. A PRP's liability extends to all costs incurred by the United States Government in responding to any release or threatened release at the site. Such costs include, but are not limited to, expenditures for investigations, planning, response, oversight, and enforcement activities. As of July 10, 2018, the EPA has expended $10,116,812.45 at the Site. In addition, PRPs may be required to pay for damages for injury to natural

resources or for their destruction or loss, together with the cost of assessing such damages. Based on the information received during investigations of the Site, the EPA believes that Alcan, n/k/a Rio Tinto may be liable as generators under Section 107(a) of CERCLA with respect to the Smokey Mountain Smelters Superfund Site.

Information Request

Fill out the enclosed Financial Questionnaire and provide the completed Questionnaire along with the last 5 years of federal tax returns to the EPA.

Compliance with the Information Request is mandatory. Failure to respond fully and truthfully to the Information Request within **thirty (30) calendar days** of receipt of this letter, or adequately to justify such failure to respond, can result in enforcement action by the EPA pursuant to Section 104(e) of CERCLA, as amended. The statute permits the EPA to seek the imposition of penalties of up to fifty-three thousand nine hundred and seven dollars ($53,907) for each day of continued non-compliance. This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. 3501, et seq.

Your response to this Information Request should be mailed to:

Felicia Jackson
SECEB – 11th Floor
U. S. Environmental Protection Agency Region 4
61 Forsyth Street, SW
Atlanta, Georgia 30303

Administrative Record

The EPA established an Administrative Record (AR) for the Site pursuant to CERCLA § 113(k), 42 U.S.C. § 9613(k), containing the documents that formed the basis of the EPA's decision on the selection of a response action for the Site. The AR is open to the public for inspection and public review during normal business hours at the EPA Region 4 Office, 61 Forsyth Street, Atlanta, Georgia 30303 and at the Bearden Branch Library, 100 Gulf Club Road, Knoxville, Tennessee 37919.

Tolling Agreement

Included with this Notice Letter is a Tolling Agreement to toll the statute of limitations for six months so that negotiations for the Remedial Action can have time to occur and work can begin to clean up the contaminants at the Site. The EPA requests that Rio Tinto sign the enclosed Tolling Agreement and return it to the following **by 5:00 pm on August 16, 2018**:

Caroline Philson
Associate Regional Counsel
U.S. Environmental Protection Agency Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Resources and Information for Small Businesses

As you may be aware, on January 11, 2002, the Superfund Small Business Liability relief and Brownfield Revitalization Act was enacted. This Act contains several exemptions and defenses to CERCLA liability that we suggest all parties evaluate. You may obtain a copy of the law via the Internet at http://www.epa.gov/swerosps/bf/ablrbra.htm and review EPA guidances regarding these exemptions at http://www.epa.gov/compliance/resources/policies/cleanup/superfund.

The EPA has created a number of helpful resources for small businesses. The EPA has established the National Compliance Assistance Clearinghouse as well as Compliance Assistance Centers which offer various forms of resources to small businesses. You may inquire about these resources at www.epa.gov. In addition, the EPA Small Business Ombudsman may be contacted at www.epa.gov/sbo. Finally, the EPA developed a fact sheet about the Small Business Regulatory Enforcement Fairness Act, which can be found at
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Due to the legal ramifications of your failure to respond properly, the EPA strongly encourages you to give this matter your immediate attention and to respond to both the Tolling Agreement and Information Request within the time specified above. If you have any legal or technical questions relating to this matter, you may consult with the EPA prior to the time specified above. Please direct legal questions to Caroline Philson of the Office of Regional Counsel at (404) 562-9588 or philson.caroline@epa.gov. Technical questions concerning the cleanup activities should be directed to Scott Miller at (404) 562-9120 or miller.scott@epa.gov. Any other questions regarding this letter should be directed to Felicia Jackson of my staff at (404) 562-8894 or jackson.felicia@epa.gov. Thank you for your prompt attention to this matter.

Sincerely,

Rachel McCullagh for

Greg Armstrong, Chief
Superfund Enforcement Section
Superfund Division

Enclosures

TOLLING AGREEMENT FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT RELATING TO THE SMOKEY MOUNTAIN SMELTERS SUPERFUND SITE IN KNOXVILLE, TENNESSEE

The United States, on behalf of the United States Environmental Protection Agency, contends that it has a cause of action pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C §§ 9601 et set., and other applicable state and federal law, against the Defendant listed in Appendix A (Defendants) for cost recovery and performance of response actions at the Smokey Mountain Smelters Superfund Site in Knoxville, Knox County, Tennessee (Site) (the Tolled Claims).

The United States and Defendants (the Parties) enter into this Tolling Agreement to facilitate settlement negotiations between the Parties within the time period provided by this Agreement, without thereby altering the claims or defenses available to any Party hereto, except as specifically provided herein.

The Parties, in consideration of the covenants set out herein, agree as follows:

1. Notwithstanding any other provisions of this Tolling Agreement, the period commencing on August 16, 2018 and ending on January 31, 2019 inclusive (the Tolling Period) shall not be included in computing the running of any limitations potentially applicable to any action brought by the United States on the Tolled Claims.

2. Any defenses of laches, estoppel, or waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.

3. Defendants shall not assert, plead, or raise against the United States in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims; provided, or other time-based defense available to Defendants as of August 16, 2018 or Defendants' right to assert such defenses in any action brought by the United States.

4. This Tolling Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any Party to this Tolling Agreement. Nor does this Agreement constitute any admission or acknowledgment on the part of any Party that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims. The United States reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable.

5. This Tolling Agreement may not be modified except in writing signed by all the Parties. The Parties acknowledge that this Tolling Agreement may be extended for such period of time as the Parties agree to in writing.

6. It is understood that the United States may terminate settlement negotiations and commence suit at any time, upon provision of written notice by mail to Defendant. Where the United States elects to terminate negotiations under this Paragraph, the Tolling Period shall continue for the duration set forth in Paragraph 1. Nothing herein shall preclude the commencement of any action by the United States to protect the public health, welfare, or the environment without provision of advance notice.

7. This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the United States in a complaint against Defendants or the date on which the United States may file such a complaint, except as expressly stated herein.

8. This Agreement is not intended to affect any claims by or against third parties.

9. Defendants and the United States shall each preserve and maintain, during the pendency of the Tolling Period, and for a minimum of 90 days (or as long as litigation is reasonable foreseeable, whichever is longer) after termination of the Tolling Period, at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure and relating to the Tolled Claims, including but not limited to the contamination, use and control of Site, regardless of any corporate or document retention policy to the contrary.

10. This Tolling Agreement is effective upon execution by each Defendant, and without the requirement of filing with the Court, and may be signed in counterparts each of which shall be deemed an original, but all of which, together shall constitute one and the same document. After signing this Tolling Agreement, each Defendant will transmit to the United States a copy of the executed signature page via facsimile or mail and also mail the original signature to the United States.

11. This Tolling Agreement contains the entire agreement between the Parties regarding the subject matter hereof, and no statement, promise, or inducement made by any Party to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein.

12. The undersigned representative of each of the Parties certified that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon the United States, acting on behalf of the EPA and upon Defendants and their successors.

13. For purposes of this Tolling Agreement, the United States and Defendants agree that this Tolling Agreement is effective as to the named Defendant and also to all relevant parents, subsidiaries, and divisions of these entities in connection with the Site.

The United States, on behalf of the United States Environmental Protection Agency, consents to the terms and conditions of this Tolling Agreement by its duly authorized representatives on this _____ day of August 2018.

HENRY S. FRIEDMAN
Assistant Section Chief
Environmental Enforcement Section
Environmental and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Phone: 202-514-5268
Facsimile: 202-616-2583
Email: henry.friedman@usdoj.gov

JAMES R. MacAYEAL
Senior Counsel
Environmental Enforcement Section
Environmental and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 2044-7611
Phone: 202-616-8777
Facsimile: 202-616-2583
Email: james.macayeal@usdoj.gov

Alcan n/k/a Rio Tinto consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this _____ day of August, 2018.

Signature: _____

Printed Name: _____

Title: _____

ATTACHMENT A

TO TOLLING AGREEMENT FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT RELATING TO THE SMOKEY MOUNTAIN SMELTERS SUPERFUND SITE IN KNOXVILLE, TENNESSEE

List of Defendants who are parties to the Tolling Agreement

East Tennessee Iron & Metals, Inc.

Briteline Extrusions

Doug Mabry n/k/a SLM Recycling

General Electric Company

Rimmer Brothers, Inc.

David Witherspoon, Jr.

Metal Exchange Corporation

Indcon, Inc.

Macon Iron & Paper, n/k/a Schnitzer Steel Industries, Inc.

Mahle Industries, Inc.

Marco International Corporation

Thompson Metal Services, Inc.

Doehler Jarvis, Inc.

Kaiser Aluminum & Chemical

Shima American Corporation

BFI Waste Systems

Ravenswood Aluminum Corporation n/k/a/ Century Aluminum

ARCO Metals, Inc.

Bob's Truck Service, Inc.

BESL Transfer Company n/k/a CRST International

Southern Aluminum n/k/a SAF and Machine, Inc.

Metal Mark, Inc.

Jerry Sternberg Company

Mandel Metals, Inc.

Alcan n/k/a Rio Tinto

Advanced Aluminum Products n/k/a Jupiter Aluminum

Norfolk Southern

The Mosaic Company

Phillips 66 Company

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

JUL 2 4 2018

GENERAL NOTICE/SUPPLEMENTAL INFORMATION REQUEST LETTER and TOLLING AGREEMENT
URGENT LEGAL MATTER
PROMPT REPLY NECESSARY
CERTIFIED MAIL: RETURN RECEIPT REQUESTED

Metal Exchange Corporation
Jeff Rosenblum, General Counsel
111 Wet Port Plaza Drive
Suite 350
St. Louis, MO 63146

Re: General Notice/Supplemental Information Request Letter and Tolling Agreement for the Smokey Mountain Smelters Superfund Site located in Knox County, Tennessee (the Site)

Dear Mr. Rosenblum:

The purposes of this letter are: (1) to notify you of your potential liability as defined by Section 107(a) of the Comprehensive, Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §9607(a), as amended, that may have incurred with respect to the above-referenced Site; (2) to request that you respond to the enclosed Supplemental Information Request; and (3) to request that you sign and return the enclosed Tolling Agreement to allow us more time to negotiate this matter.

The EPA has documented the release or threatened release of hazardous substances, pollutants, or contaminants at the Site. A "hazardous substance" is defined at CERCLA § 101(14) and 40 C.F.R. § 302.4 and includes any of the elements and compounds and hazardous wastes appearing in table 302.4 of that section. The Agency has spent public funds on actions to investigate and control the release of hazardous substances at and from the Site.

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resources or for their destruction or loss, together with the cost of assessing such damages. Based on the information received during investigations of the Site, the EPA believes that Metal Exchange Corporation may be liable as generators under Section 107(a) of CERCLA with respect to the Smokey Mountain Smelters Superfund Site.

Information Request

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Compliance with the Information Request is mandatory. Failure to respond fully and truthfully to the Information Request within **thirty (30) calendar days** of receipt of this letter, or adequately to justify such failure to respond, can result in enforcement action by the EPA pursuant to Section 104(e) of CERCLA, as amended. The statute permits the EPA to seek the imposition of penalties of up to fifty-three thousand nine hundred and seven dollars ($53,907) for each day of continued non-compliance. This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. 3501, et seq.

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U. S. Environmental Protection Agency Region 4
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Tolling Agreement

Included with this Notice Letter is a Tolling Agreement to toll the statute of limitations for six month so that negotiations for the Remedial Action can have time to occur and work can begin to clean up the contaminants at the Site. The EPA requests that Metal Exchange Corporation sign the enclosed Tolling Agreement and return it to the following **by 5:00 pm on August 16, 2018**:

Caroline Philson
Associate Regional Counsel
U.S. Environmental Protection Agency Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Resources and Information for Small Businesses

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http://www.epa.gov/Compliance/resources/publications/incentives/smallbusiness/smallbusresources.pdf

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Sincerely,

Rachel McCullagh for

Greg Armstrong, Chief
Superfund Enforcement Section
Superfund Division

Enclosures

TOLLING AGREEMENT FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT RELATING TO THE SMOKEY MOUNTAIN SMELTERS SUPERFUND SITE IN KNOXVILLE, TENNESSEE

The United States, on behalf of the United States Environmental Protection Agency, contends that it has a cause of action pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C §§ 9601 et set., and other applicable state and federal law, against the Defendant listed in Appendix A (Defendants) for cost recovery and performance of response actions at the Smokey Mountain Smelters Superfund Site in Knoxville, Knox County, Tennessee (Site) (the Tolled Claims).

The United States and Defendants (the Parties) enter into this Tolling Agreement to facilitate settlement negotiations between the Parties within the time period provided by this Agreement, without thereby altering the claims or defenses available to any Party hereto, except as specifically provided herein.

The Parties, in consideration of the covenants set out herein, agree as follows:

1. Notwithstanding any other provisions of this Tolling Agreement, the period commencing on August 16, 2018 and ending on January 31, 2019 inclusive (the Tolling Period) shall not be included in computing the running of any limitations potentially applicable to any action brought by the United States on the Tolled Claims.

2. Any defenses of laches, estoppel, or waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.

3. Defendants shall not assert, plead, or raise against the United States in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims; provided, or other time-based defense available to Defendants as of August 16, 2018 or Defendants' right to assert such defenses in any action brought by the United States.

4. This Tolling Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any Party to this Tolling Agreement. Nor does this Agreement constitute any admission or acknowledgment on the part of any Party that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims. The United States reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable.

5. This Tolling Agreement may not be modified except in writing signed by all the Parties. The Parties acknowledge that this Tolling Agreement may be extended for such period of time as the Parties agree to in writing.

6. It is understood that the United States may terminate settlement negotiations and commence suit at any time, upon provision of written notice by mail to Defendant. Where the United States elects to terminate negotiations under this Paragraph, the Tolling Period shall continue for the duration set forth in Paragraph 1. Nothing herein shall preclude the commencement of any action by the United States to protect the public health, welfare, or the environment without provision of advance notice.

7. This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the United States in a complaint against Defendants or the date on which the United States may file such a complaint, except as expressly stated herein.

8. This Agreement is not intended to affect any claims by or against third parties.

9. Defendants and the United States shall each preserve and maintain, during the pendency of the Tolling Period, and for a minimum of 90 days (or as long as litigation is reasonable foreseeable, whichever is longer) after termination of the Tolling Period, at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure and relating to the Tolled Claims, including but not limited to the contamination, use and control of Site, regardless of any corporate or document retention policy to the contrary.

10. This Tolling Agreement is effective upon execution by each Defendant, and without the requirement of filing with the Court, and may be signed in counterparts each of which shall be deemed an original, but all of which, together shall constitute one and the same document. After signing this Tolling Agreement, each Defendant will transmit to the United States a copy of the executed signature page via facsimile or mail and also mail the original signature to the United States.

11. This Tolling Agreement contains the entire agreement between the Parties regarding the subject matter hereof, and no statement, promise, or inducement made by any Party to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein.

12. The undersigned representative of each of the Parties certified that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon the United States, acting on behalf of the EPA and upon Defendants and their successors.

13. For purposes of this Tolling Agreement, the United States and Defendants agree that this Tolling Agreement is effective as to the named Defendant and also to all relevant parents, subsidiaries, and divisions of these entities in connection with the Site.

The United States, on behalf of the United States Environmental Protection Agency, consents to the terms and conditions of this Tolling Agreement by its duly authorized representatives on this _____ day of August 2018.

HENRY S. FRIEDMAN
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Metal Exchange consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this _____ day of August, 2018.

Signature: _____

Printed Name: _____

Title: _____

ATTACHMENT A

TO TOLLING AGREEMENT FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT RELATING TO THE SMOKEY MOUNTAIN SMELTERS SUPERFUND SITE IN KNOXVILLE, TENNESSEE

List of Defendants who are parties to the Tolling Agreement

East Tennessee Iron & Metals, Inc.

Briteline Extrusions

Doub Mabry n/k/a SLM Recycling

General Electric Company

Rimmer Brothers, Inc.

David Witherspoon, Jr.

Metal Exchange Corporation

Indcon, Inc.

Macon Iron & Paper, n/k/a Schnitzer Steel Industries, Inc.

Mahle Industries, Inc.

Marco International Corporation

Thompson Metal Services, Inc.

Doehler Jarvis, Inc.

Kaiser Aluminum & Chemical

Shima American Corporation

BFI Waste Systems

Ravenswood Aluminum Corporation n/k/a/ Century Aluminum

ARCO Metals, Inc.

Bob's Truck Service, Inc.

BESL Transfer Company n/k/a CRST International

Southern Aluminum n/k/a SAF and Machine, Inc.

Metal Mark, Inc.

Jerry Sternberg Company

Mandel Metals, Inc.

Alcan n/k/a Rio Tinto

Advanced Aluminum Products n/k/a Jupiter Aluminum

The Mosaic Company

Phillips 66 Company