NINTH AMENDMENT TO NEW CASSEL/HICKSVILLE GROUNDWATER CONTAMINATION SUPERFUND SITE TOLLING AGREEMENT

This Ninth Amendment to the Tolling Agreement for the New Cassel/Hicksville Groundwater Contamination Superfund Site ("this Amendment") is entered into on this 9th day of November, 2022 between the United States of America ("United States") on behalf of the United States Environmental Protection Agency ("EPA"), and Nest Equities, Inc. ("Cooperating Party") (collectively, the "Parties"). Previously, the Parties entered into the New Cassel/Hicksville Groundwater Contamination Superfund Site Tolling Agreement (as amended, restated, or otherwise modified from time to time prior to the date hereof, the "Tolling Agreement"). The undersigned representative of each party certifies that he or she is fully authorized to enter into the terms and conditions of this Amendment, and to execute and bind such party to this document. The Parties agree as follows:

1. That Paragraph 1 of the Tolling Agreement shall be amended to substitute "December 31, 2023" for "December 31, 2022" so as to extend the Tolling Period without interruption from March 23, 2016 through December 31, 2023, inclusive. The amended Paragraph 1 shall read as follows:

> The period commencing on March 23, 2016 and ending on December 31, 2023, inclusive (the "Tolling Period"), shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States on the Tolled Claims.

2. That all other provisions of the Tolling Agreement remain unchanged and continue in full force and effect under the terms of the Tolling Agreement.

For the United States on behalf of the U.S. Environmental Protection Agency:

BREON PEACE
United States Attorney
Eastern District of New York

MICHAEL BLUME Digitally signed by MICHAEL BLUME Date: 2022.12.06 13:44:00 -05'00'

MICHAEL BLUME
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For NEST EQUITIES, INC.:

By: Wilbur Kranz
TITLE: President