
THOMPSON | O'BRIEN

Thompson O'Brien Kemp & Nasuti, P.C. | Attorneys at Law

R. Michael Thompson
J. Patrick O'Brien
Albert F. Nasuti
Paul J. Morochnik
Bret T. Thrasher
Ron C. Bingham, II
Gregory M. Frassrand (GA & MI)

J. Geoffrey Anderson
Vincent E. Aubrey (GA & CT)
James M. Cavin
Renee V. Cooper
Lisa A. Frank
Ted W. Hight III
Kevin S. Kovalchik
Jessica A. Price
Paul A. Rogers
OF COUNSEL
John E. Underwood

Author's E-Mail: thight@tokn.com

September 28, 2006

VIA FEDERAL EXPRESS

Colleen E. Michuda
Associate Regional Counsel
U.S. Environmental Protection Agency, Region 4
61 Forsyth Street, SW
Atlanta, Georgia 30303



10458505

Re: C-MAC Environmental Group, Inc., Joe Tully and EPA Constitution Road Settlement
Our File No. 5321.00001

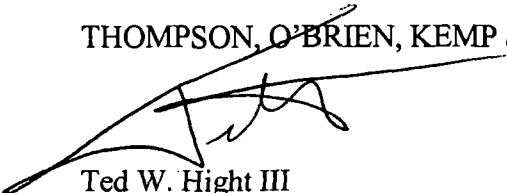
Dear Colleen:

Enclosed, please find two original executed copies of the Settlement Agreement between the EPA and C-MAC Environment Group, Inc. The Receiver has executed both copies and I have attached the applicable Appendix B. It is my understanding that this agreement will placed for a public review period of not less than 30 days. Upon expiration of said period, please contact Pat or myself with instructions to transfer the settlement proceeds to the EPA.

Upon your receipt, please call me with questions.

Very truly yours,

THOMPSON, O'BRIEN, KEMP & NASUTI, P.C.



Ted W. Hight III

TWH:mlm
Enclosures

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IN THE MATTER OF:)	AGREEMENT
)	
The Constitution Road Drum Site)	U.S. EPA Region 4
Atlanta, DeKalb County, Georgia)	CERCLA Docket No. ____
)	
CMAC Environmental Group Inc.,)	PROCEEDING UNDER SECTION
SETTLING PARTY)	122(h)(1) OF CERCLA
_____)	42 U.S.C. § 9622(h)(1)

I. JURISDICTION

1. This Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D. Authority to enter into or exercise Agency concurrence with this Agreement has been further re-delegated from the Regional Administrator through the Director of the Waste Management Division, through the Associate Division Director for the Office of Superfund and Emergency Response, to the Chief of the CERCLA Program Services Branch (renamed the Superfund Enforcement and Information Management Branch) by EPA Regional Delegation R-14-14-D. This Agreement is also entered into pursuant to the inherent authority of the Attorney General of the United States to compromise and settle claims of the United States, which authority, in the circumstances of this settlement, has been delegated to the Associate Attorney General or his designee.

2. This Agreement is made and entered into by EPA and CMAC Environmental Group Inc. ("Settling Party"). Settling Party consents to and will not contest the authority of the United States to enter into this Agreement or to implement or enforce its terms. Pursuant to this Agreement, Settling Party is resolving all of its potential liability with respect to all drums and other containers found at the Site generated by, or labeled as belonging to, CMAC Environmental Group Inc., Fisher Industrial Service, Inc., or CMAC Industrial Service, Inc.

II. BACKGROUND

3. This Agreement concerns the Constitution Road Drum Site ("Site") located at 1235 Constitution Road, Atlanta, DeKalb County, Georgia. EPA alleges that the Site is a facility as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA,

42 U.S.C. § 9604, and may undertake additional response actions in the future. Since initial mobilization in July 2004, EPA and its contractors have completed the following response actions: (1) removed drum and tote containers from haphazard piles and staged them in an orderly manner; (2) overpacked leaking drums and totes; (3) created a database of all label and container information from the drums and totes; (4) taken digital pictures of all container markings and entered the pictures into a database; (5) hazcatted approximately 1,500 containers; and (6) maintained security at the Site. In addition, several thousand small containers (less than five (5) gallons each) of mixed hazardous and non-hazardous substances have been bulked together, analyzed and disposed of off-site, along with several hundred empty drums.

5. In performing its response action at the Site, EPA has incurred response costs and will incur additional response costs in the future.

6. EPA alleges that Settling Party is a responsible party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for response costs incurred and to be incurred at the Site.

7. EPA acknowledges Settling Party's Statement of Intent that it is in receivership, has sold its assets and ceased doing business, and plans to dissolve administratively or through bankruptcy within four (4) months after the effective date of this Agreement.

8. EPA has reviewed the Financial Information, Insurance Information, and Statement of Intent submitted by Settling Party to determine whether Settling Party is financially able to pay response costs incurred and to be incurred at the Site. Based upon this Financial Information, Insurance Information, and Statement of Intent, EPA has determined that Settling Party has limited financial ability to pay for response costs incurred and to be incurred at the Site.

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

III. PARTIES BOUND

10. *This Agreement shall be binding upon EPA and upon Settling Party and its successors and assigns. Any change in ownership or corporate or other legal status of Settling Party, including but not limited to any transfer of assets or real or personal property, shall in no way alter Settling Party's responsibilities under this Agreement. Each signatory to this Agreement certifies that he or she is authorized to enter into the terms and conditions of this Agreement and to bind legally the party represented by him or her.*

IV. STATEMENT OF PURPOSE

11. By entering into this Agreement, the mutual objective of the Parties is to avoid difficult and prolonged litigation by allowing Settling Party to make a cash payment to address its alleged civil liability for the Site as provided in the Covenant Not to Sue by EPA in Section VIII, subject to the Reservations of Rights by EPA in Section IX.

V. DEFINITIONS

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

a. "Agreement" shall mean this Agreement and any attached appendices. In the event of conflict between this Agreement and any appendix, the Agreement shall control.

b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

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

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies, or instrumentalities of the United States.

e. "Financial Information" shall mean the following financial documents submitted by Settling Party to EPA on February 2, 2006, and February 6, 2006: (1) Financial Statement of Corporate Debtor; (2) Consent Order Appointing Receiver (8/24/05); (3) Customer Sales Analysis (2006); (4) Plant & Outbuilding Inventory; (5) Balance Sheets (2002-2006); (6) Federal Income Tax Return (9/30/04); (7) Accounts Receivable Aged Invoice Report (1/19/06); and (8) HUD Settlement Statement (5/21/04).

f. "Insurance Information" shall mean the following insurance policies and insurance documentation submitted to EPA on behalf of Settling Party: (1) Certificate of Liability Insurance (9/22/05); (2) E-mail from R. Norman to C. Michuda, dated 6/27/06; (3) Zurich Policy No. PEC 5433623-00; (4) Zurich Policy No. PLC 7970343-10; (5) Zurich Policy No. CPL 5886556 00; (6) Zurich Policy No. GLC 7969051-10; (7) Letter to Zurich from Commercial Insurance Associates ("CIA"), dated 7/5/05; (8) Letter to Zurich from CIA, dated 9/14/05; (9) Letter to Zurich from Jones Cork & Miller LLP ("Jones Cork"), dated

2/2/06; (10) Letter to Jones Cork from CIA, dated 2/6/06; (11) Letter to Zurich from Jones Cork, dated 3/22/06; and (12) Letter to BB&T from Jones Cork, dated 3/22/06.

g. "Interest" shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

h. "Paragraph" shall mean a portion of this Agreement identified by an Arabic numeral or a lower case letter.

i. "Parties" shall mean EPA and Settling Party.

j. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

k. "Section" shall mean a portion of this Agreement identified by a Roman numeral.

l. "Settling Party" shall mean CMAC Environmental Group Inc.

m. "Site" shall mean the Constitution Road Drum Superfund Site, encompassing approximately five (5) acres, located at 1235 Constitution Road in Atlanta, DeKalb County, Georgia, and depicted generally on the map included in Appendix A.

n. "Statement of Intent" shall mean Settling Party's representation to EPA that it is in receivership, has sold its assets and ceased doing business, and plans to dissolve administratively or through bankruptcy within four (4) months after the effective date of this Agreement. A true and accurate copy of a Consent Order Appointing Receiver, entered by the Superior Court of Fulton County, Georgia, is attached to this Agreement in Appendix B.

o. "United States" shall mean the United States of America, including its departments, agencies, and instrumentalities.

VI. PAYMENT OF RESPONSE COSTS

13. Within 30 days after the effective date of this Agreement as defined by Paragraph 35, Settling Party shall pay to the EPA Hazardous Substance Superfund \$100,000. Payment shall be made by Electronic Funds Transfer ("EFT") in accordance with current EFT procedures to be provided to Settling Party by EPA Region 4, and shall be accompanied by a statement identifying the name and address of Settling Party, the Site name, the EPA Region and Site/Spill ID #A4FK, and the EPA docket number for this action. At the time of payment, Settling Party shall also send notice that payment has been

made to EPA in accordance with Section XIV (Notices and Submissions). Such notice shall reference the EPA Region and Site/Spill ID #A4FK and the EPA docket number for this action.

14. The total amount to be paid pursuant to Paragraph 13 shall be deposited by EPA in the EPA Hazardous Substance Superfund.

VII. FAILURE TO COMPLY WITH AGREEMENT

15. Interest on Late Payments. If Settling Party fails to make any payment required by Paragraph 13 by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

16. Stipulated Penalty.

a. If any amounts due under Paragraph 13 are not paid by the required date, Settling Party shall be in violation of this Agreement and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 15, \$1,500 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days of the date of demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall reference the name and address of Settling Party, the Site name, the EPA Region and Site/Spill ID #A4FK, and the EPA docket number for this action, and shall be sent to:

U.S. Environmental Protection Agency
Cincinnati Accounting Operations
Mellon lockbox 371099M
Pittsburgh, PA 15251-7099 EPA Superfund

c. At the time of each payment, Settling Party shall send notice that such payment has been made to EPA in accordance with Section XIV (Notices and Submissions). Such notice shall identify the Region and Site/Spill ID #A4FK and the EPA docket number for this action.

d. Penalties shall accrue as provided above regardless of whether EPA has notified Settling Party of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Agreement.

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

18. Notwithstanding any other provision of this Section, EPA may, in its *unreviewable discretion*, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Agreement. Settling Party's payment of stipulated penalties shall not excuse Settling Party from payment as required by Paragraph 13 or from performance of any other requirements of this Agreement.

VIII. COVENANT NOT TO SUE BY EPA

19. Except as specifically provided in Section IX (Reservations of Rights by EPA), EPA covenants not to sue or to take administrative action against Settling Party pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), with regard to the Site. With respect to present and future liability, this covenant shall take effect upon receipt by EPA of all amounts required by Section VI (Payment of Response Costs) and any amount due under Section VII (Failure to Comply with Agreement). This covenant not to sue is conditioned upon the satisfactory performance by Settling Party of its obligations under this Agreement. This covenant not to sue is also conditioned upon the veracity and completeness of the Financial Information, Insurance Information, and Statement of Intent provided to EPA by Settling Party. If the Financial Information, Insurance Information, or Statement of Intent is subsequently determined by EPA to be false or, in any material respect, inaccurate, Settling Party shall forfeit all payments made pursuant to this Agreement and the covenant not to sue shall be null and void. Such forfeiture shall not constitute liquidated damages and shall not in any way foreclose EPA's right to pursue any other causes of action arising from Settling Party's false or materially inaccurate information. This covenant not to sue extends only to Settling Party and does not extend to any other person.

IX. RESERVATIONS OF RIGHTS BY EPA

20. EPA reserves, and this Agreement is without prejudice to, all rights against Settling Party with respect to all matters not expressly included within the Covenant Not to Sue by EPA in Paragraph 19. Notwithstanding any other provision of this Agreement, EPA reserves all rights against Settling Party with respect to:

a. liability for failure of Settling Party to meet a requirement of this Agreement;

b. criminal liability;

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

d. liability, based upon Settling Party's ownership or operation of the Site, or upon Settling Party's transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Agreement by Settling Party; and

e. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site.

21. Notwithstanding any other provision of this Agreement, EPA reserves, and this Agreement is without prejudice to, the right to reinstitute or reopen this action, or to commence a new action seeking relief other than as provided in this Agreement, if the Financial Information, Insurance Information, or Statement of Intent provided by Settling Party, or the certifications made by Settling Party in Paragraph 31, is false or, in any material respect, inaccurate.

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

X. COVENANT NOT TO SUE BY SETTLING PARTY

23. Settling Party agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Site or this Agreement, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

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

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

Except as provided in Paragraph 25 (Waiver of Claims) and Paragraph 28 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 20(c) - (e), but only to the extent that Settling Party's claims arise from the same response action or response costs that the United States is seeking pursuant to the applicable reservation.

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

25. Settling Party agrees not to assert any claims or causes of action that it may have for all matters relating to the Site, including for contribution, against any other person. This waiver shall not apply with respect to any defense, claim, or cause of action that a Settling Party may have against any person if such person asserts a claim or cause of action relating to the Site against such Settling Party.

XI. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

26. Except as provided in Paragraph 25, nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Agreement. EPA reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that it may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

27. The Parties agree that Settling Party is entitled, as of the effective date of this Agreement, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Agreement. The "matters addressed" in this Agreement are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person. The "matters addressed" in this Agreement do not include those response costs or response actions as to which EPA has reserved its rights under this Agreement (except for claims for failure to comply with this Agreement), in the event that EPA asserts rights against Settling Party coming within the scope of such reservations.

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

XII. RETENTION OF RECORDS

29. Until five (5) years after the effective date of this Agreement, Settling Party shall preserve and retain all records, reports, or information (hereinafter referred to as "records") now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or to the liability of any person for response actions or response costs at or in connection with the Site, regardless of any corporate retention policy to the contrary.

30. After the conclusion of the document retention period in the preceding paragraph, Settling Party shall notify EPA at least 90 days prior to the destruction of any such records, and, upon request by EPA, Settling Party shall deliver any such records to EPA. Settling Party may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Party asserts such a privilege, it shall provide EPA with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (e.g., company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record will be provided to EPA in redacted form to mask the privileged portion only. Settling Party shall retain all records that it claims to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Party's favor. However, no records created or generated pursuant to the requirements of this or any other settlement with the EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

XIII. CERTIFICATION

31. Settling Party hereby certifies that, to the best of its knowledge and belief, after thorough inquiry, it has:

a. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or information relating to its potential liability regarding the Site since notification of potential liability by the United States or the state or the filing of a suit against it regarding the Site and that it has fully complied with any and all EPA requests for documents or information regarding the Site and Settling Party's financial circumstances pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), or Section 3007 of RCRA, 42 U.S.C. § 6927;

b. submitted to EPA Financial Information that fairly, accurately, and materially sets forth its financial circumstances, and that those circumstances have not materially changed between the time the Financial Information was submitted to EPA and the time Settling Party executes this Agreement, except that all assets of Settling Party have been sold, and Settling Party has ceased doing business and plans to dissolve

administratively or through bankruptcy within four (4) months after the effective date of this Agreement;

c. fully disclosed and provided to EPA any insurance policies that may cover claims relating to cleanup of the Site; and

d. Submitted to EPA a Statement of Intent that fairly, accurately, and materially represents Settling Party's current status and future plans.

XIV. NOTICES AND SUBMISSIONS

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

As to EPA:

Colleen E. Michuda
Associate Regional Counsel
U.S. EPA, Region 4
61 Forsyth St., S.W.
Atlanta, GA 30303

Paula V. Batchelor
Environmental Protection Specialist
SEIMB
U.S. EPA, Region 4
61 Forsyth St., S.W.
Atlanta, GA 30303

As to Settling Party:

J. Patrick O'Brien, Esq.
Court-Appointed Receiver
Thompson, O'Brien, Kemp & Nasuti, P.C.
40 Technology Parkway South
Suite 300
Norcross, GA 30092

Robert C. Norman, Jr., Esq.
Jones, Cork & Miller, LLP
P.O. Box 6437
Macon, GA 31208-6437

XV. INTEGRATION/APPENDICES

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

Appendix A is the map of the Site.

Appendix B is the Consent Order Appointing Receiver.

XVI. PUBLIC COMMENT

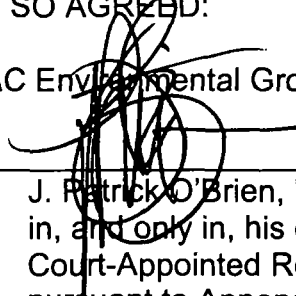
34. This Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, the United States may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper, or inadequate.

XVII. EFFECTIVE DATE

35. The effective date of this Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 34 has closed and that comments received, if any, do not require modification of or withdrawal by the United States from this Agreement.

IT IS SO AGREED:

CMAC Environmental Group Inc.

By:  _____
J. Patrick O'Brien, Esq.
in, and only in, his capacity as
Court-Appointed Receiver
pursuant to Appendix B

September 26, 2006
Date

In the Matter of the Constitution Road Drum Site, Docket No. _____:

U.S. Environmental Protection Agency

By: _____

Rosalind Brown
Chief, Superfund Enforcement and Information
Management Branch
Waste Management Division

_____ Date

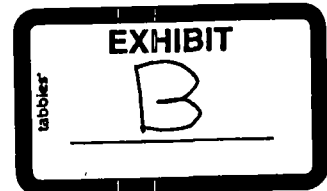
In the Matter of the Constitution Road Drum Site, Docket No. _____:

U.S. Department of Justice

By: _____

Sue Ellen Wooldridge
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

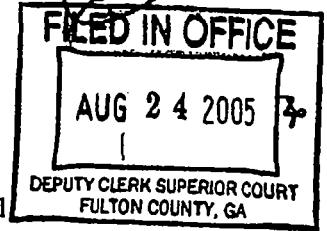
[Date]



IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

Bank of North Georgia,)
)
 Plaintiff,)
)
 v.)
)
 C-MAC Environmental Group, Inc.,)
)
 Defendant.)

Civil Action No.: 2005CV105081



FILED IN OPEN COURT, THIS THE
24 DAY OF AUGUST 20 05
STEPHANIE B. MANIS
JUDGE, STEPHANIE B. MANIS

CONSENT ORDER APPOINTING RECEIVER

Plaintiff Bank of North Georgia ("BNG"), having come before this Court on its Verified Complaint for the Appointment of a Receiver (the "Complaint") and on its Emergency Motion for the Appointment of a Receiver (the "Motion"); the Court having considered the Complaint, the Motion, and BNG's supporting brief; and the Defendant having consented to this Court's appointment of a receiver and the form of this Order,

IT IS HEREBY ORDERED:

1. That J. Patrick O'Brien be and hereby is appointed Receiver, in accordance with O.C.G.A. § 9-8-1, *et seq.*, of the Collateral described in the Loan Documents and Mortgage (as those terms are defined in the Complaint), including without limitation the waste management and disposal facility located at 402 Webster Chapel Road, Glencoe, Alabama 35905 (the "Facility");
2. Upon execution of this Order, the receiver shall have authority to take exclusive possession, control, and custody of, manage, and/or operate all of BNG's Collateral, including the Facility, and to receive, collect, apply, hold, and preserve all cash and other proceeds of the Collateral such as is necessary to operate the Facility in the ordinary



(Handwritten mark: a circled 'B')

course of business, with any additional monies collected that exceed the reasonably necessary business operating expenses to be distributed to BNG, without further order of this Court, in order to pay down Defendant C-MAC Environmental Group, Inc. ("CMAC")'s outstanding balance owed to BNG;

3. That the Receiver is authorized to hire Thompson, O'Brien, Kemp & Nasuti, P.C. as attorneys for the Receiver. The Receiver's attorneys shall have authority to act on behalf of the Receiver in all matters related to or arising out of the duties of the Receiver established herein;

4. That the Court expressly waives the requirement that the Receiver post bond pursuant to O.C.G.A. § 9-8-10;

5. That the Receiver's exclusive authority and power to manage and operate the Property includes, but is not limited to, the power to: pay operating and administrative expenses; make repairs, replacements, alterations, additions and improvements to the Facility; entertain and execute a sale of the Collateral, including the Facility, to a potential purchaser for value, subject to the consent of BNG and without further order of this Court; and, exercise all rights and powers of CMAC to collect all rents, issues, profits, and other income and proceeds therefrom relating to the Facility, but further provided that the Receiver will not be required to deplete the cash of the Facility to such an extent that there will be insufficient funds to operate the Facility during the pendency of the receivership;

6. That Defendant CMAC is ordered to cooperate fully with the Receiver in the turning over of the Collateral, including the Facility, in accordance with the Receiver's





authority and power to manage and operate the Facility as granted herein and that any failure by Defendant CMAC to cooperate with the Receiver as provided herein shall render CMAC in contempt of this order and subject to sanctions by this Court. The Defendant should govern its actions accordingly;

7. That the Receiver is authorized in his discretion to hire and fire as he sees fit agents, employees, servants, accountants, and attorneys as may be advisable or necessary in his judgment for the management, conduct, control, custody, and handling of the Collateral and management of the Facility and to pay for services rendered in connection therewith. The Receiver's authority to hire and fire shall include all individuals and entities currently employed by CMAC and all individuals and entities the Receiver sees fit to hire after his appointment;

8. That the Receiver is authorized to prepare and file income tax, payroll, and any other required tax returns on behalf of Defendant CMAC and pay any amount owing pursuant to said tax returns from the Defendant's bank accounts or the Receiver's bank accounts as authorized in Section 12 below;

9. That the Receiver is authorized to maintain, renew, and pay for insurance policies necessary to the continued operation of Defendant CMAC's business including, but not limited to, casualty, liability, workman's compensation, premises liability, and automobile insurance;

10. That the Receiver is authorized to renew, maintain, and apply for any and all licenses and permits necessary to operate the Facility and Defendant CMAC's business;





11. That the Receiver shall keep detailed time records for his time expended. Receiver shall bill for his services on a monthly basis at an hourly rate for his time and those he elects to employ according to O.C.G.A. § 9-8-13. Receiver shall be paid for his services and reimbursed his costs directly by BNG. Any and all fees and costs paid to the Receiver and Thompson, O'Brien, Kemp & Nasuti, P.C. shall represent expenses of the Receivership and shall be recoverable by BNG from the operating revenue of CMAC pursuant to application to the Receiver and the availability of funds;

12. That the Receiver is authorized to take control of Defendant's bank accounts and/or open and create, with a federally insured lending institution of Receiver's choice, a Receiver account or accounts to enable the Receiver to discharge the Receiver's duties as defined herein;

13. That it is recognized that nothing in this Order shall in any way alter or limit BNG's right to proceed with a foreclosure sale of the Collateral, including the Facility; and

14. That the Receiver shall remain in exclusive control of the Collateral, including the Facility, until the completion of any sale or foreclosure sale of same, or until further order of this Court.



SO ORDERED this 24th day of August, 2005.



Judge Stephanie B. Manis
Fulton County Superior Court

CONSENTED TO BY:



Joe Tully
President - C-MAC Environmental Group, Inc.
On behalf of Defendant

Prepared and presented by:



Jeffrey W. Kelley, Esq.
Georgia Bar No. 412296
Kenneth R. Ozment, Esq.
Georgia Bar No. 558395
TROUTMAN SANDERS LLP
5200 Bank of America Plaza
600 Peachtree Street, N.E.
Atlanta, Georgia 30308-2216
Phone: (404) 885-3000
Fax: (404) 885-3900
Counsel for Plaintiff Bank of North Georgia

