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vmt 122(h)  
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E. ... under DAYTONA ANTIFREEZE  
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9/29/95  
V

10302886



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 4

IN THE MATTER OF:	)	
	)	
Daytona Antifreeze Site	)	Proceeding Under
	)	Section 122(h)(1) of the
Marietta, Georgia	)	Comprehensive Environmental
	)	Response, Compensation and
	)	Liability Act of 1980,
	)	42 U.S.C. Section 9622(h)(1),
All Parties Named on	)	as amended.
Attachment A,	)	
	)	
Respondents.	)	
<hr/>		EPA Docket No: 95-34-C

COST RECOVERY AGREEMENT

This Agreement is made and entered into by the U.S. Environmental Protection (EPA) and the Respondents listed on Attachment A (Settling Parties). The purpose of this Agreement is for EPA to recover response costs incurred at or in connection with the Daytona Antifreeze Superfund Site located at 542 Butler Street, Marietta, Georgia, and to resolve the liability of the Settling Parties for such response costs. EPA is authorized to enter into this Agreement pursuant to the authority vested in the Administrator of the EPA by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D (September 13, 1987) and redelegated to the Director of the Waste Management Division by EPA Delegation

No. 8-14-C (January 5, 1989) and further redelegated to the Chief of the Waste Programs Branch (March 1990).

This Agreement shall be binding upon EPA and shall be binding upon the Settling Parties, their directors, officers, employees, agents, successors and assigns. Each signatory to this Agreement represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the party represented by him or her. The Settling Parties agree to undertake all actions required by this Agreement. The Settling Parties consent to and will not contest EPA's authority to enter into this Agreement or to implement or enforce its terms.

WHEREAS, EPA alleges that hazardous substances, pollutants, and/or contaminants as defined in Sections 101(14) and 101(33) of CERCLA, 42 U.S.C. §§ 9601(14) and 9601(33), have been released into the environment from the Site;

WHEREAS, EPA alleges that such releases required response actions at the Site including the cleanup and removal of all contaminated materials and the arrangement for the transportation, disposal, and treatment of hazardous substances, pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604;

WHEREAS, EPA alleges that it has incurred response costs at or in connection with the Site in the amount of at least \$450,110 (Past Response Costs) as of the effective date of this Agreement.

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

WHEREAS, the Settling Parties do not admit or deny any of EPA's allegations or legal conclusions; and

WHEREAS, EPA and the Settling Parties desire to settle certain claims arising from the Settling Parties' alleged involvement with the Site without litigation and without the admission or adjudication of any issue of fact or law;

NOW, THEREFORE, EPA and the Settling Parties, in consideration of the promises and covenants herein, and intending to be legally bound hereby, agree as follows:

1. The Settling Parties agree to pay to the Hazardous Substances Superfund a total amount of \$250,000 within 30 days of the effective date of this Agreement for Past Response Costs incurred and paid by EPA as of the effective date of this Agreement.

2. Payment shall be made by certified or cashier's check, made payable to "EPA-Hazardous Substances Superfund." The check shall reference the name of the Settling Parties and the Site and shall be sent to:

U.S. EPA Region 4  
Superfund Accounting  
P.O. Box 100142  
Atlanta, Georgia 30384

3. The Settling Parties shall simultaneously send a copy of their check to Ms. Carolyn McCall at:

U.S. EPA Region 4  
Waste Programs Branch  
Waste Management Division  
345 Courtland Street, N.E.  
Atlanta, Georgia 30365

4. In addition to any other remedies or sanctions available to EPA, any Settling Party who fails or refuses to comply with any term or condition of this Agreement shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3).

5. Except as specifically provided in Paragraph 7 of this Agreement, the United States covenants not to sue Settling Parties under Section 107 of CERCLA, 42 U.S.C. § 9607, to recover Past Response Costs incurred at or in connection with the Site and paid by EPA as of the effective date of this Agreement. This covenant not to sue extends only to the Settling Parties and does not extend to any other person. This covenant not to sue shall take effect upon receipt by the EPA of all payments required by Paragraph 1 of this Agreement.

6. The covenant not to sue set forth in the preceding paragraph does not pertain to any matters other than the Past Response Costs as specified therein. The United States reserves, and this Agreement is without prejudice to, all rights against Settling Parties with respect to all other matters. Except as provided in the preceding paragraph, nothing contained in this Agreement shall in any way limit or restrict the response and

enforcement authority of the United States to initiate appropriate action, either judicial or administrative, under Sections 104, 106, and 107 of CERCLA, 42 U.S.C. §§ 9604, 9606, and 9607, or any other provision of law, against Settling Parties or against any other person or entity not a party to this Agreement.

7. The covenant not to sue set forth in Paragraph 5 above does not apply, inter alia, to the following:

- (a) claims based upon failure of Settling Parties to meet the requirements of this Agreement;
- (b) claims for damages to natural resources, as defined in Section 101(6) of CERCLA, 42 U.S.C. § 9601(6);
- (c) claims for costs incurred by any natural resources trustees;
- (d) claims based upon criminal liability;
- (e) claims for response costs incurred by any federal agencies other than the EPA;
- (f) claims for injunctive relief or administrative order enforcement under Section 106 of CERCLA; and
- (g) claims for costs incurred or to be incurred by the United States in connection with the Site that are not included in the Past Response Costs set forth in Paragraph 1.

8. In consideration of EPA's covenant not to sue, contained in Paragraph 5 of this Agreement, the Settling Parties

agree not to assert any claims or causes of action against the United States or the Hazardous Substances Superfund arising out of past response activities undertaken at the Site, or to seek any other costs, damages, or attorney's fees from the United States, its agencies, employees or contractors arising out of past response activities undertaken at the Site.

9. Subject to Paragraph 7 of this Agreement, EPA agrees that by entering into and carrying out the terms of this Agreement, the Settling Parties will have resolved their liability to the United States for matters addressed and shall not be liable for claims any and all for contribution regarding matters addressed in this Agreement as provided by Sections 113(f)(2), and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4).

10. The Agreement shall be subject to a thirty-day public comment period pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 622(i)(3), EPA may withdraw its consent to this Agreement if comments received disclose facts or consideration which indicated that this Agreement is inappropriate, improper or inadequate.

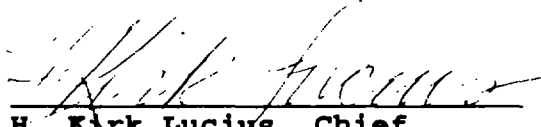
11. The Regional Administrator of EPA, Region 4, has determined that the total response costs incurred by EPA to date or in connection with the Site do not exceed \$500,000.00 excluding interest, and that, based upon information currently available to EPA, total EPA response costs at or in connection

with the Site are not anticipated to exceed \$500,00.00 excluding interest, in the future.

12. The effective date of the Agreement shall be the date upon which EPA issues written notice to the Settling Parties that the public comment period pursuant to Paragraph 10 of this Agreement has closed and that comments received, if any, do not require modification of, or EPA withdrawal from, this Agreement .

IT IS SO AGREED:

BY:

  
H. Kirk Lucius, Chief  
Waste Programs Branch  
Waste Management Division  
U.S. EPA - Region IV

  
DATE





Charles Evans B.M.W., Inc.  
3264 Commerce Avenue  
Duluth, Georgia 30136

Chris Motors Corporation  
1606 Church Street  
Decatur, Georgia 30033

Classic Cadillac Atlanta Corporation  
120 Perimeter Center West  
Atlanta, Georgia 30346

Crain-Daly Volkswagen, Inc.  
P.O. Box 52167  
Atlanta, Georgia 30305

Cumberland VW, Inc.  
c/o Jim Tidwell Ford, Inc.  
2390 Cobb Parkway  
Kennesaw, Georgia 30144  
ATTN: Linda Bryant

Curry Honda  
5525 Peachtree Industrial Boulevard  
Chamblee, Georgia 30341  
ATTN: Howard Mirchin

Dyer & Dyer, Inc.  
5260 Peachtree Industrial Boulevard  
Chamblee, Georgia 30341

Ed Voyles Buick, Inc.  
2145 Cobb Parkway  
Smyrna, Georgia 30080

Ed Voyles Honda, Inc.  
2360 Windy Hill Road  
Marietta, Georgia 30067

Ed Voyles Oldsmobile Company  
2103 Cobb Parkway, S.E.  
Smyrna, Georgia 30080

Mac Faircloth, Individually and  
d/b/a Daytona Car Care  
3857 Oakcliff IND. Ct.  
Doraville, GA 30340

Fouts Brothers Nissan, Inc.  
2158 Atlanta Street  
Smyrna, Georgia 30080

Georgia Environmental Specialists, Inc.  
1758 Nolan Court  
Morrow, Georgia 30260

Bob McDonald Goodyear  
3452 South Cobb Drive  
Smyrna, Georgia 30080

Hennessey Cadillac, Inc.  
3040 Piedmont Road, N.E.  
Atlanta, Georgia 30305

Hub Ford  
6275 Lawrencville Highway  
P.O. Box 1858  
Tucker, Georgia 30084

Japanese Automotive Professional Services, Inc.  
670-E East Houze Way  
Roswell, Georgia 30076

Jim Ellis Mazda  
c/o Jim Ellis  
5901 Peachtree Industrial Boulevard  
Chamblee, Georgia 30341

Jim Ellis Metro Mazda  
5901 Peachtree Industrial Boulevard  
Chamblee, Georgia 30341

Jim Ellis Volkswagen, Inc.  
c/o Jim Ellis  
5901 Peachtree Industrial Boulevard  
Chamblee, Georgia 30341

Kauffman Tire Center  
4025 Pleasant Hill Road  
Duluth, Georgia 30136

Lewis Lee Motor Co., Inc.  
510 Bankhead Highway  
Mableton, Georgia 30039

Lloyd Madden  
6388 Creel Drive  
Lithia Springs, Georgia 30057

MCK Enterprises, Inc.  
5856 New Peachtree Road  
Doraville, Georgia 30340

Marietta Radiator Service, Inc.  
487 Glover Street  
Marietta, Georgia 30060

McGil Specialized Carriers a/k/a Trism Specialized Carriers  
P.O. Box 6426  
Marietta, Georgia 30065

Milton Martin Toyota, Inc.  
2350 Brown's Bridge Road  
Gainesville, Georgia 30504

Mitchell Motors, Inc.  
5675 Peachtree Industrial Boulevard  
Chamblee, Georgia 30341

Moore Pontiac Buick GMC Truck  
P.O. Box 799  
Canton, Georgia 30114

Nalley Chevrolet, Inc.  
c/o Nalley MGT Services, Inc.  
87 W. Paces Ferry Road  
Atlanta, Georgia 30305  
ATTN: Larry Davis

Nalley Atlanta Imports, Inc. d/b/a Nalley Honda  
c/o Nalley MGT Services, Inc.  
87 W. Paces Ferry Road  
Atlanta, Georgia 30305  
ATTN: Larry Davis

Nash Chevrolet GEO JEEP/Eagle Subaru, Inc.  
630 Scenic Highway  
Lawrenceville, Georgia 30246-0608

Old Dominion Freight Line, Inc.  
P.O. Box 2006  
High Point, North Carolina 27261

Penske Truck Leasing Company, Inc.  
Rt. 10 Green Hills  
P.O. Box 563  
Reading, PA 19603-0563

Road Britannia Ltd  
3190 Roswell Road  
Atlanta, Georgia 30305-1850

Royal Oldsmobile Company  
5350 Memorial Drive  
Stone Mountain, Georgia 30083

Ryland's Specialized Import Service  
2002 Airport Industrial Park Dr.  
Marietta, Georgia 30062

Sims Radiator Service, Inc.  
223 Weeks Street  
Decatur, Georgia 30030

Smyrna Radiator Service & Garage, Inc.  
2210 Atlanta Road  
Smyrna, Georgia 30080

Snellville Radiator  
3591 Highway 78  
Snellville, Georgia 30278

Stone Mountain Ford, Inc.  
6121 Memorial Drive  
Stone Mountain, Georgia 30083

SuperValue, Inc.  
11840 Valley View Road  
Eden Prairie, MN 55344

Volvo Professional Repair  
132 South Main Street  
Alpharetta, Georgia 30068

Willetts Honda West  
1580 Church Street  
Decatur, Georgia 30033

Wright Plastics Company  
3315 McGaw Drive  
Chamblee, Georgia 30341

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:

Mailing Address:

SPAN Car Automotive  
535 SOUTH GARD DRIVE  
MARIETTA GA 30060

Signature:

BY: Mark Richardson  
PRP Representative

Date: 1/5/95

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:

Mailing Address:

Alchametta Auto Parts  
5770 New York  
Alchametta, GA 30201

Signature:

BY:

PRP Representative

Date: 9/2/95

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:  
Mailing Address:

AT&T  
131 Morrisstown Road  
Basking Ridge, NJ 07920

Signature:

BY: A.R. Klumpp  
PRP Representative

Date: 9/27/95

SEP-29-95 THU 05: PM BILL SEIDLES MIT

09/27/95 12:46 FAX 404 815 6555

K&amp;C ATLANTA

002/002

## RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:

Mailing Address:

BILL SEIDLE'S MITSUBISHI

1850 CORR PARKWAY S

Marietta, GA 30062

Signature:

BY:

PRP Representative

Date:

Sept 26, 1995



RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name: BILLY HOWELL FLM  
Mailing Address: 1805 Atlanta Hwy.  
Cumming, GA. 30130

Signature:

BY:   
PRP Representative

Date: 9-7-95

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name: BOOMERSHINE NISSAN INC.  
Mailing Address: 3280 COMMERCIAL AVE.  
DULUTH, GA.  
30136

Signature: BY: Roman Byczek, Jr. (Roman Byczek, Jr.)  
PRP Representative  
Date: 9-15-95

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name: Bridgestone/Firestone, Inc.  
Mailing Address: 50 Century Blvd.  
Nashville, TN 37214

Signature: BY: Cheng R Johnson  
PRP Representative  
Date: 9-18-95

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:

Mailing Address:

CAPITAL CADILLAC  
2210 COBB PARKWAY S.  
SMYRNA, GA 30080

Signature:

BY:

PRP Representative

Douglas P. Quinn

Date:

9/24/95

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:

Mailing Address:


CHARLES EVANS BMW, Inc.

3264 Commerce Ave

Duluth GA 30136

Signature:

BY:

 Pres.  
PRP Representative

Date:

9/5/95

## RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:

Mailing Address:

Chris Motors Corporation1606 Church StreetDurham, GA30038

Signature:

BY:

PRP Representative

Date:

9-6-95

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:

Mailing Address:

CLASSIC CADUCE ATOMIA CORP.

172 HARMON CENTER W,  
ATLANTA, GA 30342

Signature:

BY:

PRP Representative

Date:

9/26/95

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:  
Mailing Address:

Crain-Daly Volkswagen, Inc.  
P.O. Box 52167  
Atlanta, GA 30355

Signature:

BY:

PRP Representative

Date:

9-5-95



RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:

Cambridge & Co. Inc. 4th Linda Bryant

Mailing Address:

210 Elm Street, Ford, MA  
2396 Camp Parkway  
Worcester, MA 01444

Signature:

BY: Linda Bryant  
PRP Representative

Date: 9-2-15

**RESPONDENT SIGNATURE PAGE**

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:

Mailing Address:

City of Miami  
888 Brickell Avenue  
10th Floor  
Miami, FL 33131

Signature:

BY:

PRP Representative

Date:

4/1/05

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:

Mailing Address:

DYER & DYER, INC  
5860 PEACHTREE IND BLVD  
ATLANTA, GA. 30341

Signature:

BY:

PRP Representative

Date:

9-22-95

## RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:

ED VOYLES BUICK

Mailing Address:

2145 COBB PARKWAYSMYRNA GA 30080

Signature:

BY: 

PRP Representative

Date: 9/27/95*Ed Voyles Buick*

## RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name: ED VOYLES OLDSMOBILE  
Mailing Address: 2103 COBB PARKWAY  
MARIETTA GA 30060

Signature:

BY:   
PRP Representative

Date: 9/27/95

## RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:  
Mailing Address:

ED VOYLES HONDA  
2360 WINDY HILL ROAD  
MARIETTA GA 30067

Signature:

BY:   
PRP Representative

Date: 9/27/95

HONDA

## RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:

MAC FAIR CLOTH

Mailing Address:

3857 PARKVIEW DR. CT.  
DORAVILLE, GA 30340

Signature:

BY:

Mac Faircloth  
PRP Representative

Date:

9.26.95

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:  
Mailing Address:

DAYTONA GAR CARE  
3857 OAKCLIFF IND. CT.  
DORAVILLE, GA 30340

Signature:

BY: *H. Mac Fawcett* *President*  
PRP Representative

Date: 9.26.95



## RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:

Mailing Address:

Fouts Bros Inc  
2152 ATLANTA Rd  
SMYRNA, GA 30080

Signature:

BY:

PRP Representative

Date: 9-28-95

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:

Mailing Address:

Bob McDonald Goodyear  
3432 South 126th Dr  
Smyrna, Ga 30086

Signature:

BY:

PRP Representative

[Signature]

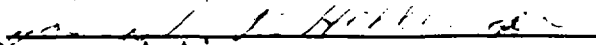
Date: 9-13-95

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name: Georgia Environmental Specialists, Inc.  
Mailing Address: 1758 Nolan Court  
Morrow Georgia 30260

Signature:

BY:   
PRP Representative Joseph R Hellinger

Date: 9/26/95

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:

Mailing Address:

Hennepin Cadillac Inc.  
7040 Tr. edmont Rd  
Atlanta, Ga. 30305

Signature:

BY:

PRP Representative

[Signature] C.O. Hays Sr. - T.

Date:

9-22-1995

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:

Mailing Address:

Hub Ford Inc  
6275 Landerway Hwy P.O. Box 1858  
IVLER, GA 30084

Signature:

BY:

PRP Representative

Date: 9/19/95

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:

Mailing Address:

Japanese Automotive Professional Service, Inc.  
670-E Howe Way  
Roswell, GA 30076

Signature:

BY:

PRP Representative

 Pres.

Date:

9-21-95

**RESPONDENT SIGNATURE PAGE**

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

**Company Name:**

**Mailing Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature:**

**BY:**

**PRP Representative**

**Date:**

\_\_\_\_\_

**RESPONDENT SIGNATURE PAGE**

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

**Company Name:**

**Mailing Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature:**

**BY:**

**PRP Representative**

**Date:**

\_\_\_\_\_



**RESPONDENT SIGNATURE PAGE**

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature:

BY:

PRP Representative

Date:

\_\_\_\_\_

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name: KAUFFMAN TIRE  
Mailing Address: 4025 PLEASANT HILL ROAD  
DULUTH, GEORGIA 30136

Signature:

BY:   
PRP Representative

Date: 9-8-95

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:

Mailing Address:

Lewis Lee Motor Center  
510 Bankhead Hwy  
Mableton, GA 30039

Signature:

BY:

PRP Representative

Date:

Lewis Lee Pres.  
9/17/95

Attn.

Richard A. Jordan

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:

Loyd Madden

Mailing Address:

6388 Creel Dr  
Lithia Springs GA 30057

Signature:

BY:

Loyd C Madden

PRP Representative

Date: 7-27-95

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name: MKC Enterprises, Inc.  
Mailing Address: 5856 New Peachtree Road  
Doraville, Georgia 30340

Signature: BY: *Lincoln H. Schuyler*  
PRP Representative  
Date: September 22, 1995

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:  
Mailing Address:

Marietta Radiator Service Inc.  
487 Glover Street  
Marietta, GA 30060

Signature:

BY:   
PRP Representative

Date: 9/21/95

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:  
Mailing Address:

*McClure Specialties, Inc. (C/K to Tustin Specialties, Inc.)*  
*Attn: Mr. R. Barker*  
*P.O. Box 6426*  
*Marietta, GA 30065*

Signature:

BY: *[Signature]*  
PRP Representative

Date: *9/27/95*

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:

Mailing Address:

Milton Martin Tepton

2356 Brown Lodge Rd  
Hammond, IN 46324

Signature:

BY:

PRP Representative

Michael Martin

Date:

4.7.95



RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:

Mailing Address:

Metacore Networks Inc.  
5675 Peachtree Industrial Blvd.  
Chamblee, GA 30341

Signature:

BY: Robert Ross Comptroller  
PRP Representative


Date:

9-7-95

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name: MOORE PONTIAC BUICK GMC TRUCK  
Mailing Address: P.O. BOX 799  
Canton, GA 30114

Signature: BY:   
PRP Representative  
Date: Jack Moore 09/05/95

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:

Mailing Address:

MAWLEY ATLANTA IMPORTS INC d/b/a MAWLEY HOROA  
C/O MAWLEY MAT SERVICES, INC ATTN: HARRY DAVIS  
87 W PAGES FERRY RD  
ATLANTA, GA 30305

Signature:

BY:

PRP Representative

Date:

7/5/95

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:

Mailing Address:

WALLEY CHEVROLET, INC.

WALLEY MGT SERVICES, INC. ATTN: LARRY DAVIS  
32 W. PACES FERRY RD  
ATLANTA, GA 30305

Signature:

BY:

PRP Representative

Date: 9/5/95

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:

NASH CHEVROLET-OLD MOBILE EAGLE SUBARU, INC.

Mailing Address:

P.O. BOX 608

650 S.W. 10th Street

LAKE ELMORE, OK 73042-0008

Signature:

BY:

PRP Representative

Date:

9-7-95

## RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name: OLD Dominion Freight Line Inc  
Mailing Address: 1730 West Chatham Drive  
High Point NC 27261

Signature:

  
BY: PRP Representative


Date: 9/25/95

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name: Penske Truck Leasing Co., L.P.  
Mailing Address: Rt. 10 Green Hills  
P.O. Box 563  
Reading, PA 19603-0563

Signature:

BY:   
PRP Representative

Date: September 6, 1995

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name: **ROAD BRITANNIA LTD.**  
3190 ROSWELL ROAD NW  
Mailing Address: ~~ATLANTA, GA 30305-1850~~  
~~(404) 266-1699~~

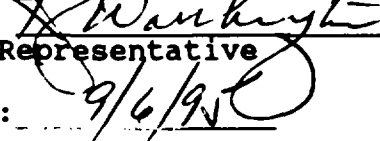
Signature: BY: K. D. [Signature]  
PRP Representative  
Date: 9-20-75



RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name: Royal Oldsmobile  
Mailing Address: 5350 Memorial Drive  
Stone Mountain, GA 30083

Signature: BY:   
PRP Representative  
Date: 9/6/95

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:

Mailing Address:

Ryland's Specialized Import Service  
2002 Airport Ind Pk Dr Marietta  
Georgia 30062

Signature:

BY:

PRP Representative

W. Ryland Mills III

Date: Sept 12 1995

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:

SIMS RADIATOR SERVICE

Mailing Address:

223 WEEKES ST

DECATUR, GA. 30030

Signature:

BY:

Alan Sims  
PRP Representative

Date:

9-19-95

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:

Mailing Address:

SMYRNA RADIATOR SERVICE & GARAGE

2210 Atlanta Rd.

Smyma, GA 30080

Signature:

BY:

PRP Representative

Date:

9-11-95

## RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:

Mailing Address:

Greenville Reporter  
3591 Hwy 98  
Salisbury NC 28228  
Mrs W. L. Allen (Owner)

Signature:

BY: Mrs W. L. Allen  
PRP Representative

Date: 9-25-95

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name: Stone Mountain Ford, Inc.  
Mailing Address: 621 Memorial Dr.  
Stone Mtn., GA 30083

Signature:

BY:

 Stone Mountain Ford, Inc., President  
PRP Representative

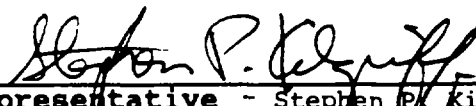
Date: 9-6-95

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name: SUPERVALU INC.  
Mailing Address: 11840 Valley View Road  
Eden Prairie, MN 55344

Signature:

BY:   
PRP Representative - Stephen P. Kilgriff  
Director of Litigation  
Date: September 19, 1995

RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name:

Mailing Address:

VELCO PROFESSIONAL SERVICE  
1300 S. HAWK CT  
ATLANTA, GA 30301

Signature:

BY:

[Signature] - PRP  
PRP Representative

Date:

9-29-95

*APPROVED BY: [Signature] DATE: [Signature]*

SIS 6-734

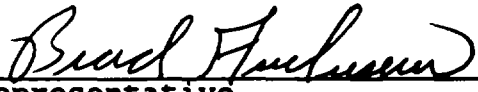
RICK [Signature]



RESPONDENT SIGNATURE PAGE

The undersigned Respondent hereby consents and agrees to the terms of the Cost Recovery Agreement.

Company Name: Willett Honda West - C/O- Brad Andersen  
Mailing Address: Willett Chevrolet, Inc.  
1580 Church Street  
Decatur, GA. 30033

Signature: BY:   
PRP Representative  
Date: 9/6/95