

FILED

April 22, 2025

4:18PM

**U.S. EPA REGION 7
HEARING CLERK**

IN THE MATTER OF:)

SETTLEMENT AGREEMENT)

)
)
)
)
U.S. Technology Superfund Site)
Berger, Franklin County, Missouri)

)
)
)
)
U.S. EPA Region 7
CERCLA Docket No. CERCLA-07-2023-0066

)
)
)
)
)
)
)
AAR Landing Gear, Inc.;)
The Boeing Company;)
Lockheed Martin Corporation;)
Space Gateway Support LLC,)
SETTLING PARTIES)

)
)
)
)
)
)
)
PROCEEDING UNDER
SECTION 122(h)(1) OF CERCLA,
42 U.S.C. § 9622(h)(1)

)
)
)
)
)
)
)
United States Department)
of Defense; United States)
Coast Guard; National Aeronautics)
and Space Administration;)

)
)
)
)
SETTLING FEDERAL AGENCIES)
)
)
_____)

**ADMINISTRATIVE SETTLEMENT AGREEMENT
FOR RECOVERY OF PAST RESPONSE COSTS**

TABLE OF CONTENTS

I.	JURISDICTION	1
II.	BACKGROUND	1
III.	PARTIES BOUND	2
IV.	DEFINITIONS.....	2
V.	PAYMENT OF RESPONSE COSTS.....	3
VI.	FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT	4
VII.	COVENANTS BY EPA	5
VIII.	RESERVATIONS OF RIGHTS BY EPA.....	6
IX.	COVENANTS BY SETTLING PARTIES AND SETTLING FEDERAL AGENCIES	6
X.	EFFECT OF SETTLEMENT/CONTRIBUTION	7
XI.	RETENTION OF RECORDS.....	9
XII.	NOTICES AND SUBMISSIONS.....	10
XIII.	INTEGRATION	11
XIV.	PUBLIC COMMENT	11
XV.	ATTORNEY GENERAL APPROVAL	11
XVI.	EFFECTIVE DATE.....	11

I. JURISDICTION

1. This Settlement 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 (CERCLA), as amended, which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D (Cost Recovery Non-Judicial Agreements and Administrative Consent Orders) and redelegated to the director of the Superfund & Emergency Management Division of Region 7 by Delegation No. R7-14-14D.

2. This Settlement Agreement is made and entered into by EPA and AAR Landing Gear, LLC; The Boeing Company; Lockheed Martin Corporation; and Space Gateway Support, LLC (“Settling Parties”); the Department of Defense acting by and through the U.S. Air Force, the U.S. Army, and the U.S. Navy; the United States Coast Guard; and the National Aeronautics and Space Administration (“Settling Federal Agencies”). Each Settling Party and Settling Federal Agency consents to and will not contest EPA’s authority to enter into this Settlement Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Settlement Agreement concerns the U.S. Technology Superfund Site (“Site”) located at 7627 Zero Road in Berger, Franklin County, Missouri. 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. The response action consisted of collecting, characterizing, segregating, and transporting for off-site disposal spent blast media that contained toxic levels of heavy metals including cadmium, chromium, and lead, each of which is a hazardous substance as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

5. In performing response action, EPA has incurred response costs at or in connection with the Site.

6. EPA alleges that Settling Parties and Settling Federal Agencies are responsible parties pursuant to Section 107(a) of CERCLA.

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

III. PARTIES BOUND

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

IV. DEFINITIONS

9. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or its appendices, the following definitions shall apply:

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601-9675.

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

"Effective Date" shall mean the effective date of this Settlement Agreement as provided by Section XVI.

"EPA" shall mean the United States Environmental Protection Agency.

"EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

"Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually 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. Rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

"National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

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

"Parties" shall mean EPA, Settling Parties, and Settling Federal Agencies.

"Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or the U.S. Department of Justice on behalf of EPA has paid at or in

connection with the Site through September 30, 2024, plus accrued Interest on all such costs through such date.

“RCRA” shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

“Section” shall mean a portion of this Settlement Agreement identified by a Roman numeral.

“Settlement Agreement” shall mean this Settlement Agreement. In the event of conflict between this Settlement Agreement and any appendix, the Settlement Agreement shall control.

“Settling Federal Agencies” shall mean the United States Coast Guard; the National Aeronautics and Space Administration; and DoD acting by and through the U.S. Air Force, the U.S. Army, and the U.S. Navy. DoD means the United States Department of Defense as described in 10 U.S.C. § 111.

“Settling Parties” shall mean AAR Landing Gear, LLC; The Boeing Company; Lockheed Martin Corporation; and Space Gateway Support, LLC.

“Site” shall mean the U.S. Technology Superfund Site located at 7627 Zero Road in Berger, Franklin County, Missouri.

“U.S. Technology Superfund Site Special Account” shall mean the special account, within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3).

“State” shall mean the State of Missouri.

“United States” shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA and Settling Federal Agencies.

V. PAYMENT OF RESPONSE COSTS

10. Payment by Settling Parties for Past Response Costs. Within 30 days after the Effective Date, Settling Parties shall pay to EPA \$407,164.

11. Settling Parties may make the payment at <https://www.pay.gov> in accordance with the following payment instructions: enter “sfo 1.1” in the search field to access EPA’s Miscellaneous Payment Form – Cincinnati Finance Center. Complete the form including the Site Name, docket number, and Site/Spill ID Number B7G2. Alternatively, Settling Parties may make the payment by certified or cashier’s check made payable to the “United States Treasury” identifying the case name and docket number and sent to:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
PO Box 979078
St. Louis, Missouri 63197-9000

Settling Parties shall send to EPA, in accordance with Section XII (Notices and Submissions), a notice of this payment including these references.

12. **Deposit of Payment.** The total amount to be paid pursuant to Paragraph 10 shall be deposited by EPA in the U.S. Technology Superfund Site Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

13. **Payments by Settling Federal Agencies**

a. As soon as reasonably practicable after the Effective Date, the United States, on behalf of Settling Federal Agencies, shall pay to the EPA \$2,030,586. The total amount to be paid on behalf of Settling Federal Agencies pursuant to this Paragraph shall be deposited by EPA in the U.S. Technology Superfund Site Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

b. **Interest.** In the event that any payment required by Paragraph 13.a is not made within 120 days after the Effective Date, the United States, on behalf of Settling Federal Agencies, shall pay Interest on the unpaid balance, with such Interest commencing on the 121st day after the Effective Date and accruing through the date of the payment.

c. The Parties to this Settlement Agreement recognize and acknowledge that the payment obligations of Settling Federal Agencies under this Settlement Agreement can only be paid from appropriated funds legally available for such purpose. Nothing in this Settlement Agreement shall be interpreted or construed as a commitment or requirement that any Settling Federal Agencies obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

VI. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT

14. **Interest on Late Payments.** If any Settling Party fails to make any payment required by Paragraph 10 (Payment by Settling Parties for Past Response Costs) by the required due date, the Settling Party shall pay, in addition to any stipulated penalties owed under Paragraph 15, an additional amount for Interest accrued from the Effective Date until the date of payment.

15. **Stipulated Penalty**

a. If any amounts due to EPA under Paragraph 10 (Payment by Settling Parties for Past Response Costs) are not paid by the required date, Settling Parties shall be in violation of this Settlement Agreement and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 15 (Interest on Late Payments), \$500 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days after the date of demand for payment of the penalties by EPA. Settling Parties shall make all payments at <https://www.pay.gov> using the following instructions: enter “sfo 1.1” in the search field to access EPA’s Miscellaneous Payment Form - Cincinnati Finance Center. Complete the form including

the Site Name, docket number, and Site/Spill ID Number B7G2, and indicate in the comment field that the payment is for stipulated penalties. Settling Parties shall send to EPA, in accordance with Section XII (Notices and Submissions), a notice of this payment including these references.

c. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Parties 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 in this Settlement Agreement shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

16. In addition to the Interest and stipulated penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of Settling Parties' failure to comply with the requirements of this Settlement Agreement, any Settling Party who fails or refuses to comply with the requirements of this Settlement Agreement 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, on behalf of EPA, brings an action to enforce this Settlement Agreement, Settling Parties shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

17. The obligations of Settling Parties to pay amounts owed to EPA under this Settlement Agreement are joint and several. In the event of the insolvency of any Settling Party or the failure by any Settling Party to make the payments required under this Settlement Agreement, the remaining Settling Parties shall be responsible for such payments.

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 Settlement Agreement. Payment of stipulated penalties shall not excuse Settling Parties from payment as required by Section V (Payment of Response Costs) or from performance of any other requirements of this Settlement Agreement.

VII. COVENANTS BY EPA

19. **Covenants for Settling Parties by EPA.** Except as specifically provided in Section VIII (Reservations of Rights by EPA), EPA covenants not to sue or take administrative action against Settling Parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the satisfactory performance by Settling Parties of their obligations under this Settlement Agreement. These covenants extend only to Settling Parties and do not extend to any other person.

20. **Covenant for Settling Federal Agencies by EPA.** Except as specifically provided in Section VIII (Reservation of Rights by EPA), EPA covenants not to take administrative action against Settling Federal Agencies pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. This covenant shall take effect upon the Effective Date. This covenant is conditioned upon the satisfactory performance by Settling Federal Agencies of its obligations under this Settlement Agreement. This covenant extends only to Settling Federal Agencies and does not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY EPA

21. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Parties and Settling Federal Agencies with respect to all matters not expressly included within Paragraph 19 (Covenants for Settling Parties by EPA) and Paragraph 20 (Covenant for Settling Federal Agencies by EPA). Notwithstanding any other provision of this Settlement Agreement, EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Parties and Settling Federal Agencies with respect to:

- a. liability for failure of Settling Parties or Settling Federal Agencies to meet a requirement of this Settlement Agreement;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

22. Nothing in this Settlement 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, that the United States may have against any person, firm, corporation or other entity not a signatory to this Settlement Agreement.

IX. COVENANTS BY SETTLING PARTIES AND SETTLING FEDERAL AGENCIES

23. **Covenants by Settling Parties.** Settling Parties covenant not to sue and shall not assert any claims or causes of action against the United States under CERCLA, section 7002(a) of RCRA, the United States Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, the State Constitution, State law, or at common law regarding Past Response Costs or this settlement.

24. Settling Parties covenant not to seek reimbursement from the EPA Hazardous Substance Superfund through CERCLA or any other law for costs of past response actions regarding the Site.

25. **Covenant by Settling Federal Agencies.** Settling Federal Agencies shall not seek reimbursement from the EPA Hazardous Substance Superfund through CERCLA or any other law with respect to Past Response Costs. This covenant does not preclude demand for reimbursement from the Superfund of costs incurred by a Settling Federal Agency in the performance of its duties (other than pursuant to this Settlement Agreement) as lead or support agency under the NCP.

26. Nothing in this Settlement 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).

27. Waiver of Claims by Settling Parties

a. Settling Parties agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have:

(1) **De Micromis Waiver.** For all matters relating to the Site against any person where the person's liability to Settling Parties with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials;

(2) **De Minimis/Ability to Pay Waiver.** For response costs relating to the Site against any person that has entered or in the future enters into a final CERCLA Section 122(g) *de minimis* settlement or a final settlement based on limited ability to pay with EPA with respect to the Site.

b. Exceptions to Waivers

(1) The waivers under this Paragraph 26 shall not apply with respect to any defense, claim, or cause of action that a Settling Party may have against any person otherwise covered by such waivers if such person asserts a claim or cause of action relating to the Site against such Settling Party.

(2) The waiver under Paragraph 26.a(1) (De Micromis Waiver) shall not apply to any claim or cause of action against any person otherwise covered by such waiver if EPA determines that: (i) the materials containing hazardous substances contributed to the Site by such person contributed significantly or could contribute significantly, either individually or in the aggregate, to the cost of the response action or natural resource restoration at the Site; or (ii) such person has failed to comply with any information request or administrative subpoena issued pursuant to Section 104(e) or 122(e)(3)(B) of CERCLA, 42 U.S.C. § 9604(e) or 9622(e)(3)(B), or Section 3007 of RCRA, 42 U.S.C. § 6927, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site; or if (iii) such person has been convicted of a criminal violation for the conduct to which the waiver would apply and that conviction has not been vitiated on appeal or otherwise.

X. EFFECT OF SETTLEMENT/CONTRIBUTION

28. Except as provided in Paragraph 26 (Waiver of Claims by Settling Parties), nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. Except as provided in Section IX (Covenants by Settling Parties and Settling Federal Agencies), each of the Parties

expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), 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. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613 (f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

29. The Parties agree that this Settlement Agreement constitutes an administrative settlement pursuant to which each Settling Party and each Settling Federal Agency has, as of the Effective Date, resolved liability to the United States within the meaning of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, or as may be otherwise provided by law, for the “matters addressed” in this Settlement Agreement. The “matters addressed” in this Settlement Agreement are Past Response Costs.

30. The Parties further agree that this Settlement Agreement constitutes an administrative settlement pursuant to which each Settling Party and each Settling Federal Agency has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

31. Each Settling Party shall, with respect to any suit or claim brought by it for matters related to this Settlement Agreement, notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Party also shall, with respect to any suit or claim brought against it for matters related to this Settlement Agreement, notify EPA in writing within 10 days after service of the complaint or claim upon it. In addition, each Settling Party shall notify EPA within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

32. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Parties 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 in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenants by EPA set forth in Section VII.

33. Effective upon signature of this Settlement Agreement by a Settling Party, such Settling Party agrees that the time period commencing on the date of its signature and ending on the date EPA receives from such Settling Party the payment(s) required by Section V (Payment of Response Costs) and, if any, Section VI (Failure to Comply with Settlement Agreement) shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States related to the “matters addressed” as defined in Paragraph 29, and that, in any action brought by the United States related to the “matters addressed,” such Settling Party will not assert, and may not maintain, any defense or claim based

upon principles of statute of limitations, waiver, laches, estoppel, or other defense based on the passage of time during such period. If EPA gives notice to Settling Parties that it will not make this Settlement Agreement effective, the statute of limitations shall begin to run again commencing 90 days after the date such notice is sent by EPA.

XI. RETENTION OF RECORDS

34. Until 5 years after the Effective Date, each Settling Party shall preserve and retain all non-identical copies of records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as “Records”) now in its possession or control, or that come into its possession or control, that relate in any manner to its liability under CERCLA with respect to the Site. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

35. After the conclusion of the 5-year record retention period, Settling Parties shall notify EPA at least 90 days prior to the destruction of any such Records and, upon request by EPA, and except as provided in Paragraph 35 (Privileged and Protected Claims), Settling Parties shall deliver any such Records to EPA.

36. Privileged and Protected Claims

a. Settling Parties may assert that all or part of a Record is privileged or protected as provided under federal law, provided they comply with Paragraph 35.b, and except as provided in Paragraph 35.c

b. In the event that EPA requests delivery of any Record, if any Settling Party assert a claim of privilege or protection over such Record, it shall provide EPA with the following information regarding such Record: its title; its date; the name, title, affiliation (e.g., company or firm), and address of the author, each addressee, and of each recipient; a description of the Record’s contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a Record, the Settling Party shall provide the Record to EPA in redacted form to mask the privileged or protected information only. Settling Parties shall retain all Records that they claim to be privileged or protected until the United States has had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in the Settling Party’s favor.

c. Settling Parties may make no claim of privilege or protection regarding:

(1) any data regarding the Site, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, or engineering data, or the portion of any other Record that evidences conditions at or around the Site; or

(2) the portion of any Record that Settling Parties are required to create or generate pursuant to this Settlement Agreement.

37. **Business Confidential Claims.** Settling Parties may assert that all or part of a Record submitted to EPA under this Section is business confidential to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R.

2.203(b). A Settling Party shall segregate and clearly identify all Records or parts thereof submitted under this Settlement Agreement for which that Settling Party asserts a business confidentiality claim. Records that a Settling Party claims to be confidential business information will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA, or if EPA has notified the Settling Party that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2 Subpart B, the public may be given access to such Records without further notice to Settling Party.

38. Each Settling Party certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any Records (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by the United States or the State and that it has fully complied with any and all EPA and State requests for information regarding the Site pursuant to Sections 104(e) and 122(e)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e)(3)(B), Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

39. The United States acknowledges that each Settling Federal Agency (1) is subject to all applicable Federal record retention laws, regulations, and policies; and (2) has certified that it has fully complied with any and all EPA and State requests for information regarding the Site pursuant to Sections 104(e) and 122(e)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

XII. NOTICES AND SUBMISSIONS

40. Whenever, under the terms of this Settlement 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 Parties in writing. Except as otherwise provided, notice by email (if that option is provided below) or by regular mail in accordance with this Section satisfies any notice requirement of this Settlement Agreement regarding such Party.

As to EPA:

Jared Pessetto
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 7
Lenexa, Kansas 66219
pessetto.jared@epa.gov

As to Settling Federal Agencies:

Miranda Jensen
U.S. Department of Justice
Environment and Natural Resources Division
Mailprocessing_EDS.ENRD@usdoj.gov
Re: DJ # 90-11-6-21385

As to Settling Parties:

Joshua More
ArentFox Schiff LLP
Counsel for AAR Landing Gear, Inc.
joshua.more@afslaw.com

Meredith Weinberg
Perkins Coie LLP
Counsel for The Boeing Company
mweinberg@perkinscoie.com

Todd Billmire
Associate General Counsel, Environmental Law
Counsel for Lockheed Martin Corporation
todd.billmire@lmco.com

Dale Guariglia
Bryan Cave Leighton Paisner LLP
Counsel for Space Gateway Support LLC
daguariglia@bclplaw.com

XIII. INTEGRATION

41. This Settlement Agreement constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Settlement Agreement.

XIV. PUBLIC COMMENT

42. This Settlement Agreement shall be subject to a public comment period of at least 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may withhold its consent or seek to modify this Settlement Agreement if comments received disclose facts or considerations that indicate that this Settlement Agreement is inappropriate, improper, or inadequate.

XV. ATTORNEY GENERAL APPROVAL

43. The Attorney General or his or her designee has approved the settlement embodied in this Settlement Agreement in accordance with Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1).

XVI. EFFECTIVE DATE

44. The effective date of this Settlement Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 42 has closed

and the United States has determined not to withhold its consent or seek to modify this Settlement Agreement based on the comments received, if any.

IT IS SO AGREED:

U.S. ENVIRONMENTAL PROTECTION AGENCY:

Dated

Robert D. Jurgens, Director
Superfund & Emergency Management Division

Signature Page for Settlement Agreement Regarding U.S. Technology Superfund Site

FOR SETTTLING FEDERAL AGENCIES:

01/14/2025

Dated




Miranda Jensen
Trial Attorney
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section
P.O. Box 7611
Washington, D.C. 20044-7611]

Signature Page for Settlement Agreement Regarding U.S. Technology Superfund Site

FOR AAR LANDING GEAR, LLC:

Nov 7, 2024

Dated



Dany Kleiman
Vice President
AAR Landing Gear, LLC
1100 N. Wood Dale Road
Wood Dale, Illinois 60191

Signature Page for Settlement Agreement Regarding U.S. Technology Superfund Site

FOR THE BOEING COMPANY:

12/3/2024
Dated



Sturla Olsen
Senior Counsel, EHS Legal Group
The Boeing Company
P.O. Box 516
MC S100-3340
St. Louis, Missouri 63166-0516

Signature Page for Settlement Agreement Regarding U.S. Technology Superfund Site

FOR LOCKHEED MARTIN CORPORATION:


12/5/24
Dated

Kevin Pearson
Kevin Pearson
Director, Environmental Remediation
2550 N. Hollywood Way Suite 406
Burbank, CA 91505

Signature Page for Settlement Agreement Regarding U.S. Technology Superfund Site

FOR SPACE GATEWAY SUPPORT, LLC:

12/9/24
Dated



Carlos Vallenar
Executive Manager
Space Gateway Support, LLC
c/o Northrop Grumman
7575 Colshire Drive
McLean, Virginia 22101