

IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF ILLINOIS

STATE OF ILLINOIS, *ex rel.* Lisa Madigan,  
Attorney General of the State of Illinois,

Plaintiff,

v.

VESUVIUS USA CORPORATION,

Defendant.

NO. 2:06-CV-02130-HAB-DGB

**CONSENT DECREE**

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## I. BACKGROUND

A. The State of Illinois (the "State") filed a complaint in this action pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, ("CERCLA"), 42 U.S.C. §§ 9607 and the Illinois Environmental Protection Act, 415 ILCS 5/1, *et seq.* (the "State Act").

B. The State's complaint alleged that the defendant, Vesuvius USA Corporation, is liable under CERCLA for response actions and response costs and natural resource damages and violations of the State Act relating to Vesuvius' Charleston facility and a release of furfural that occurred there.

C. In response to this incident, Vesuvius immediately took steps to investigate and clean up the released material, including damming the ditch that conveyed furfural off-site, flushing contamination from the ditch, collecting and disposing of the flush-water, conferring with the City of Charleston Fire Department regarding the Department's efforts to dilute the furfural downstream of the facility, excavating and disposing of contaminated soil, and installing a liner in the ditch before its reuse.

D. Additionally, to prevent future releases, Vesuvius modified the structures and equipment at its facility which included elevating the above-ground storage tanks ("ASTs") that contain furfural to facilitate leak detection, installing a fence around those ASTs, installing security cameras to monitor the AST area, relocating interconnecting pipes serving the pump house and the ASTs into a containment dike, providing spill containment for the pump house, installing locking valves and a level control/alarm system (which monitors daily furfural usage and provides high level shut-off notification to facility personnel, abandoning the facility's underground storm drainage system, implementing a daily inspection of the furfural system, and

redirecting vent pipes for the day tank so that any discharge from those pipes is collected in an AST.

E. The Illinois Environmental Protection Agency (“IEPA”) and the Illinois Department of Natural Resources (“IDNR”) have been delegated authority to act as State Trustees for natural resources impacted by the release of hazardous substance at the Site. The State of Illinois (the “State”) – by and through the Attorney General of Illinois, on behalf of the People of the State of Illinois, and at the request of IEPA and IDNR – is the plaintiff in this case and a party to this Consent Decree.

F. The State Trustees contend that they have claims for recovery of natural resource damages (including for recovery of natural resource damage assessment costs) against Vesuvius.

G. By entry into this Consent Decree, Vesuvius does not admit any liability to the State for damages for injury to, destruction of, or loss of natural resources, or for the costs of any natural resource damages assessments or response action or for the alleged violations of the State Act.

H. The Parties to this Consent Decree recognize, and the Court by entering this Consent Decree finds, that this Consent Decree: (i) has been negotiated by the Parties in good faith; (ii) will avoid prolonged and complicated litigation among the Parties; (iii) will expedite natural resource restoration actions to be performed by the Trustees; and (iv) is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is hereby Ordered, Adjudged, and Decreed:

## **II. JURISDICTION**

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, Sections 107 and 113(b) of CERCLA, 42 U.S.C. §§ 9607 and

9613(b), and the State Act. The Court also has personal jurisdiction over Vesuvius. Solely for the purposes of this Consent Decree and the underlying complaints, Vesuvius waives all objections and defenses that it may have to jurisdiction of the Court or to venue in this District. Vesuvius shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

### **III. PARTIES BOUND**

2. This Consent Decree applies to and is binding upon the State and upon Vesuvius and its successors and assigns. Any change in ownership or corporate status of Vesuvius including, but not limited to, any transfer of assets or real or personal property, shall in no way alter such Vesuvius' responsibilities under this Consent Decree.

### **IV. DEFINITIONS**

3. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA, or the State Act or in regulations promulgated under CERCLA or the State Act shall have the meaning assigned to them in CERCLA, in the State Act, or in such regulations. Whenever terms listed below are used in this Consent Decree or in the appendix attached hereto and incorporated hereunder, the following definitions shall apply:

- a. "CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675.
- b. "Consent Decree" means this Consent Decree and the appendix attached hereto (listed in Section XIII (Appendix)). In the event of conflict between this Consent Decree and the appendix, this Consent Decree shall control.
- c. "Day" means a calendar day unless expressly stated to be a working day. "Working Day" shall mean a day other than a Saturday, Sunday, or State holiday. In computing

any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or State holiday, the period shall run until the close of business of the next working day.

d. "Effective Date" means the effective date of this Consent Decree as provided by Section XIV of this Consent Decree (Effective Date and Retention of Jurisdiction).

e. "Facility" means Vesuvius' Charleston plant.

f. "IEPA" means the Illinois Environmental Protection Agency and any successor departments or agencies of the State of Illinois.

g. "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.

h. "IDNR" means the Illinois Department of Natural Resources and any successor departments or agencies of the State of Illinois.

i. "Natural Resource" or "Natural Resources" means land, fish, wildlife, biota, air, water, ground water, drinking water supplies, and other such resources, belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the the State.

j. "Natural Resource Damages" means any damages recoverable by the State on behalf of the public, for injury to, destruction of, loss of, loss of use of, or impairment of Natural Resources at the Site as a result of a release of hazardous substances, including, but not limited to: (i) the costs of assessing such injury, destruction, or loss or impairment arising from or relating to such a release; (ii) the costs of restoration, rehabilitation, or replacement of injured or lost natural resources or of acquisition of equivalent resources; (iii) the costs of planning such

restoration activities; (iv) compensation for injury, destruction, loss, loss of use, or impairment of natural resources; and (v) each of the categories of recoverable damages described in 43 C.F.R. § 11.15.

k. "NRR Trust Fund" means IDNR's Natural Resource Restoration Trust Fund.

l. "Paragraph" means a portion of this Consent Decree identified by an arabic numeral or an upper case letter.

m. "Parties" means the State and Vesuvius.

n. "Section" means a portion of this Consent Decree identified by a roman numeral.

o. "Site" means the Facility and the portions of the unnamed stream tributary to Cassel Creek, Cassel Creek, Riley Creek, and Kickapoo Creek, and the banks of those water bodies, impacted by the release of furfural from the Facility and depicted generally on the map attached as Appendix A, and any other portions of those water bodies or their banks allegedly impacted by the release of furfural from the Facility but not depicted on the map attached as Appendix A.

p. "State" means the State of Illinois.

q. "Subparagraph" means a portion of this Consent Decree identified by a lower case letter or an arabic numeral in parentheses.

r. "Trustees" means IEPA and IDNR.

s. "Vesuvius" means Vesuvius USA Corporation and its officers, directors, agents, employees, successors and assigns.

**V. STATEMENT OF PURPOSE**

4. The mutual objectives of the Parties in entering into this Consent Decree are:

(i) to contribute to the restoration, replacement, or acquisition of the equivalent of the natural resources allegedly injured, destroyed, or lost as a result of the furfural release at and from the Facility; (ii) to reimburse natural resource damage assessment costs incurred by IEPA and IDNR; (iii) to resolve Vesuvius' liability for Natural Resource Damages as provided herein; (iv) to resolve Vesuvius' liability for response action and response costs related to the furfural release; (v) to resolve Vesuvius' liability for the alleged violations of the State Act; and (vi) to avoid potentially costly and time-consuming litigation.

**VI. PAYMENTS BY VESUVIUS**

5. Payments for Assessment Costs and for Trustee-Sponsored Natural Resource Restoration and Educational Projects.

Within 30 days after the Effective Date, Vesuvius shall pay a total of \$154,648.55 to the State, to be applied toward natural resource damage assessment costs incurred by IEPA and IDNR and Trustee-sponsored natural resource restoration and natural resource educational projects. That payment to IDNR shall be made by certified check made payable to the "Natural Resource Restoration Trust Fund" and sent to:

Illinois Department of Natural Resources  
Office of Fiscal Management,  
One Natural Resource Way,  
Springfield, IL 62702-1271

Of the total amount to be paid by Vesuvius pursuant to this Paragraph 5:

(a) \$130,000 shall be deposited in a segregated sub-account within the NRR Trust Fund, to be managed by IDNR for the joint benefit and use of the Trustees



to pay for Trustee-sponsored natural resource restoration projects in accordance with Section VII;

(b) \$17,148.55 shall be deposited in a segregated sub-account within the NRR Trust Fund, to be applied toward natural resource damage assessment costs incurred by IDNR; and

(c) \$7,500 shall be deposited in a segregated sub-account within the NRR Trust Fund, to be applied toward Trustee-sponsored natural resource education projects in accordance with Section VII.

6. Penalty Payment. Within 30 days after the Effective Date, Vesuvius shall pay a civil penalty of \$35,000. The penalty payment to IEPA shall be made by certified check made payable to "Environmental Protection Trust Fund" and sent to:

Illinois Environmental Protection Agency  
Fiscal Services,  
1021 North Grand Avenue East  
P.O. Box 19276,  
Springfield, IL 62794-9276

7. Notice of Payment. Upon making any payment under Paragraphs 5 or 6, Vesuvius shall send written notice that payment has been made to:

For the State:

James L. Morgan  
Senior Assistant Attorney General  
Environmental Bureau South  
500 South Second Street  
Springfield, IL 62706

Stan Yonkausk  
Legal Counsel  
Illinois Department of Natural Resources  
One Natural Resource Way  
Springfield, IL 62702-1271

James Day  
Division of Legal Counsel  
Illinois Environmental Protection Agency  
1021 N. Grand Avenue East  
P.O. Box 19276  
Springfield, IL 62794-9276

8. Non-Compliance with Payment Obligations.

a. Interest. In the event any payment required by Paragraphs 5 or 6 is not made when due, Vesuvius shall pay Interest on the unpaid balance commencing on the payment due date and accruing through the date of full payment in accordance with the statutory provisions applicable to the respective payment.

b. Payment of Interest. Any Interest payments under Paragraph 8.a above relating to Paragraphs 5 or 6 shall be paid in the same manner as the respective principal amount, and shall be directed to the same fund or account as the overdue principal amount.

**VII. TRUSTEE-SPONSORED NATURAL RESOURCE RESTORATION AND  
NATURAL RESOURCE EDUCATIONAL PROJECTS**

9. Management and Application of Natural Resource Restoration Funds. All funds deposited in a segregated sub-account within the NRR Trust Fund under Subparagraph 5.a shall be managed by IDNR for the joint benefit and use of the Trustees to pay for Trustee-sponsored natural resource restoration efforts in accordance with this Consent Decree. All such funds shall be applied toward the costs of restoration, rehabilitation, or replacement of injured natural resources, and/or acquisition of equivalent resources, including but not limited to any administrative costs and expenses necessary for, and incidental to, restoration, rehabilitation, replacement, and/or acquisition of equivalent resources planning, and any restoration, rehabilitation, replacement, and/or acquisition of equivalent resources undertaken.

10. Restoration Planning. The Trustees intend to prepare a separate Restoration Plan describing how the funds dedicated for Trustee-sponsored natural resource restoration efforts under this Section will be used. As provided by 43 C.F.R. § 11.93, the Plan will identify how funds will be used for restoration, rehabilitation, replacement, or acquisition of equivalent resources. The Plan may also identify how funds will be used to address services lost to the public until restoration, rehabilitation, replacement, and/or acquisition of equivalent resources is completed.

11. Management and Application of Natural Resource Educational Projects Funds. All funds deposited in a segregated sub-account within the NRDAR Fund under Subparagraph 5.c shall be managed by IDNR for the joint benefit and use of the Trustees to pay for Trustee-sponsored natural resource educational efforts in accordance with this Consent Decree.

12. Use and Expenditure of Funds. Decisions regarding any use or expenditure of funds under this Section shall be made by the Trustees, acting through a Trustee Council. Vesuvius shall not be entitled to dispute, in any other forum or proceeding, any decision relating to use of funds or restoration efforts under this Section.

#### **VIII. RELEASE AND COVENANT NOT TO SUE BY THE STATE**

13. Release and Covenant by the State. Except as specifically provided by Paragraph 14 (General Reservations) and Paragraph 15 (Special Reservations Regarding Natural Resource Damages), the State releases and covenants not to sue Vesuvius, its officers, directors, employees, agents, and servants for response action or response costs or Natural Resource Damages pursuant to CERCLA Section 107, 42 U.S.C. § 9607, or for the violations of the State Act alleged in the Complaint in this cause and regulations promulgated under those statutes applicable to the incident addressed herein. This covenant not to sue shall take effect upon

receipt of Vesuvius' payments pursuant to Paragraphs 5 and 6 of this Consent Decree. This release and covenant not to sue are conditioned upon the satisfactory performance by Vesuvius of its obligations under this Consent Decree.

**IX. RESERVATION OF RIGHTS BY THE STATE**

14. **General Reservations.**

The State reserves, and this Consent Decree is without prejudice to, all rights against Vesuvius and with respect to all matters not expressly included within Paragraph 13 (Covenants by the State). Notwithstanding any other provisions of this Consent Decree, the State reserves all rights against Vesuvius with respect to:

- (1) claims based on a failure by Vesuvius to meet a requirement of this Consent Decree;
- (2) liability for damages for injury to, destruction of, or loss of natural resources resulting from releases or threatened releases of hazardous substances not identified in the Complaint;
- (3) liability arising from any disposal of hazardous substances at the Facility or the Site by Vesuvius not identified in the Complaint; and
- (4) criminal liability.

15. **Special Reservations Regarding Natural Resource Damages.** Notwithstanding any other provision of this Consent Decree, the State reserves the right to institute proceedings against Vesuvius in this action or in a new action seeking recovery of Natural Resource Damages, including costs of damages assessment, based on information received by the Trustees after the date of lodging of this Consent Decree which indicates that the releases of hazardous substances at the Facility identified in the Complaint have resulted in injury to, destruction of, or

loss of Natural Resources of a type or future persistence that was unknown to the Trustees as of the date of lodging of this Consent Decree.

**X. COVENANT BY VESUVIUS**

16. Covenant by Vesuvius. Vesuvius covenants not to sue and agrees not to assert any claims or causes of action against the State, or their contractors or employees, with respect to Natural Resource Damages, the payments made under Paragraph 5, or this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement of any payment for Natural Resource Damages from the Hazardous Substance Superfund 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; and

b. any claim against the State pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Natural Resource Damages.

17. Nothing in this Consent Decree 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).

**XI. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

18. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Facility or Site against any person not a Party hereto.

19. The Parties agree, and by entering this Consent Decree this Court finds, that Vesuvius is entitled, as of the Effective Date of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are Natural Resource Damages, response costs, and the violations of the State Act alleged in the Complaint.

20. Vesuvius also agree that, with respect to any suit or claim for contribution brought against Vesuvius for matters related to this Consent Decree, Vesuvius will notify the persons identified in Section XII (Notices and Submissions) in writing within 10 days of service of the complaint or claim upon it. In addition, Vesuvius shall notify the persons identified in Section XII (Notices and Submissions) within 10 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

21. In any subsequent administrative or judicial proceeding initiated by the State for injunctive relief, recovery of response costs or Natural Resource Damages, or other relief relating to the Site, Vesuvius 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 State 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 Covenant Not To Sue by the State set forth in

Section VIII.

**XII. NOTICES**

22. Whenever, under the terms of this Consent Decree, 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. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the State and Vesuvius, respectively.

As to the State:

James L. Morgan  
Senior Assistant Attorney General  
Environmental Bureau South  
500 South Second Street  
Springfield, IL 62706

Stan Yonkausk  
Legal Counsel  
Illinois Department of Natural Resources  
One Natural Resource Way  
Springfield, IL 62702-1271

James Day  
Division of Legal Counsel  
Illinois Environmental Protection Agency  
1021 N. Grand Avenue East  
P.O. Box 19276  
Springfield, IL 62794-9276

As to Vesuvius:

Donald M. Satina, Esq.  
Secretary and General Counsel  
Vesuvius USA Corporation  
250 Park West Drive  
Pittsburgh, PA 15275

Katherine D. Hodge  
HODGE DWYER ZEMAN  
3150 Roland Avenue  
Post Office Box 5776  
Springfield, IL 62705-5776

**XIII. APPENDIX**

23. The following appendix is attached to and incorporated into this Consent Decree:

“Appendix A” is a map of the Site.

**XIV. EFFECTIVE DATE AND RETENTION OF JURISDICTION**

24. This Consent Decree shall take effect upon entry by the Court.

25. The Court shall retain jurisdiction to modify and enforce the terms and conditions of this Consent Decree and to resolve disputes arising hereunder as may be necessary or appropriate for the construction or execution of this Consent Decree.

**XV. CONSENT DECREE MODIFICATIONS**

26. Any material modification of this Consent Decree shall be made by agreement of the Parties to this Consent Decree and in writing, and shall not take effect unless approved by the Court. Any non-material modification of this Consent Decree shall be made by agreement of the Parties to this Consent Decree and in writing, and shall not take effect until filed with the Court. Nothing in this Consent Decree shall be deemed to alter the Court’s power to enforce, supervise, or approve modifications to this Consent Decree.

27. The provisions of this Consent Decree are not severable. The Parties’ consent hereto is conditioned upon the entry of the Consent Decree in its entirety without modification, addition, or deletion except as agreed to by the Parties.

28. Economic hardship or changed financial circumstances of Vesuvius shall not serve as a basis for modifications of this Consent Decree.



**XVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

29. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The State reserves the right to withdraw or withhold its consent if comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Vesuvius consents to the entry of this Consent Decree without further notice. If for any reason the Court should decline to approve this Consent Decree in the form presented, or if approval and entry is subsequently vacated on appeal of such approval and entry, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between or against the Parties.

**XVII. SIGNATORIES/SERVICE**

30. The undersigned representatives of Vesuvius and the State each certify that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such Party to this document. This Consent Decree may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

31. Vesuvius hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree unless the State has notified Vesuvius in writing that it no longer supports entry of the Consent Decree.

32. Vesuvius shall identify, on the attached signature pages, the name, address and telephone number of an agent who is authorized to accept service of process by mail on behalf of Vesuvius with respect to all matters arising under or relating to this Consent Decree. Vesuvius hereby agrees to accept service in that manner and to waive the formal service requirements set

forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to service of a summons.

**XVIII. FINAL JUDGMENT**

33. This Consent Decree and its appendices constitute the final, complete, and exclusive understanding among the Parties with respect to the settlement embodied in the Consent Decree. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree.

34. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between and among the State and Vesuvius. The Court finds that there is no reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS 14th DAY OF March, 2007.

s/Harold A. Baker  
United States District Judge

The undersigned parties enter into this Consent Decree in the matter of People v. Vesuvius USA Corporation.

FOR THE STATE OF ILLINOIS  
LISA MADIGAN, Attorney General of the State of Illinois

MATTHEW J. DUNN, Chief  
Environmental Enforcement/Asbestos Litigation Division

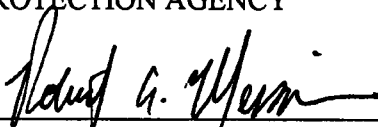
Date: 11/30/06



THOMAS E. DAVIS, Chief  
Environmental Bureau  
Assistant Attorney General  
500 South Second Street  
Springfield, IL 62706

FOR THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

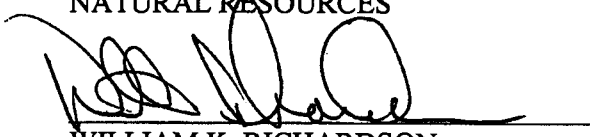
Date: 11/28/06



ROBERT A. MESSINA  
Chief Legal Counsel

FOR THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES

Date: 12/7/2006



WILLIAM K. RICHARDSON  
Chief General Counsel

The undersigned parties enter into this Consent Decree in the matter of People v. Vesuvius USA Corporation.

FOR VESUVIUS USA CORPORATION

Date: \_\_\_\_\_

Ronald M. Satina  
Signature

Typed Name: Donald M. SATINA

Title: SECRETARY

Address: 250 PARKWEST DRIVE  
PITTSBURGH, PA. 15275

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_