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BEFORE THE STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

In the Matter of
RETIA USA LLC
Arkema Coating Resins/ Cook Composite/ Former Freeman Chemicals
340 Railroad Street
Saukville, WI
WID # 980615439; FID # 246004330; BRRTS[1] ID 02-46-000767
Effective Date: November 1, 2026

SPECIAL ORDER

The following is a summary of the Purpose, Findings of Fact, and Conclusions of Law upon which the Wisconsin Department of Natural Resources ("Department" or "DNR") bases this Special Order.

PURPOSE

The purpose of this Special Order ("Order") is to establish an agreed framework for implementing and documenting ongoing corrective action activities at the Facility, as defined below, under s. 291.37, Wis. Stats., and the State of Wisconsin Administrative Code Chapter NR 700-series program, including an associated financial assurance mechanism for the Department-approved estimated cost of such corrective action.

FINDINGS OF FACT

The Department finds, based on Department historical files and information submitted by representatives of the Facility, that:

1. The Arkema Coating Resins/Cook Composite/Former Freeman Chemicals site (WID980615439, FID246004330, BRRTS ID 02-46-000767) is located at 340 Railroad Street in Saukville, Wisconsin ("Facility").

2. In or around 1948, Freeman Chemical Company ("Freeman") owned and operated the Facility as a synthetic resin manufacturing plant and installed resin manufacturing equipment.

3. In or around November 1980, Freeman owned and operated a hazardous waste management facility at the Facility where hazardous wastes were treated and stored.

4. In 1987, EPA Region V issued an Administrative Order on Consent to address corrective action for releases of hazardous waste or hazardous constituents (the "1987 Order"). The 1987 Order identified groundwater extraction system ("GWES") as an interim corrective

[1] Bureau of Remediation and Redevelopment Tracking System

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measure, required quarterly groundwater monitoring, and directed that additional investigation be conducted to identify appropriate final corrective measures.

5. Freeman applied for authorization to operate the Facility as a licensed hazardous waste treatment and storage facility. Georgia Gulf Corporation acquired Freeman in or around 1987.

6. On June 1, 1989, the Department issued License No. 03202 for licensed tank storage and License No. 03203 for licensed incinerator treatment to Freeman, a subsidiary of Georgia Gulf Corporation (collectively, the "TSD Licenses"). Cook Composites and Polymers Company ("CCP") purchased Freeman from Georgia Gulf Corporation on April 2, 1990.

7. In 1994, EPA terminated the 1987 Order. Corrective action oversight for the Facility transitioned to the Department, which incorporated corrective action requirements into the TSD Licenses through the August 22,1994, Plan Modification Approval to Impose State Equivalent Corrective Action.

8. Site investigation and remediation activities thereafter were conducted in accordance with the corrective action requirements incorporated into the TSD Licenses, including completion of a RCRA Facility Investigation ("RFI") and a 1996 Corrective Measures Study ("CMS"). The RFI report concluded that the following Areas of Concern (AOCs) are ongoing sources of groundwater contamination from soil contamination: AOC 1 (hazardous waste incinerator), AOC 2 (former dry well), AOC 3 (tank farm), and AOC 5 (church ballfield). Subsequently, soil remedial actions occurred at the offsite AOC 5, and the CMS selected engineering controls, hydraulic control, institutional controls, and some natural attenuation processes as soil corrective measures for the Facility AOCs 1, 2, and 3. Source-removal and interim soil measures were also undertaken at the Facility, including operation of a soil vapor extraction system in AOC 1 and removal of the former dry-well structure and associated soils in the vicinity of AOC 2.

9. The CMS for onsite areas recommended continued operation of the GWES, together with maintenance of the concrete and asphalt paving as a cap, as corrective measures for the Facility.

10. Following completion of the CMS, the Department accepted implementation of those corrective action measures and requested annual performance updates on the operation of the GWES.

11. On October 1, 2001, CCP entered a Cooperative Agreement with the Department pursuant to s. 299.80, Wis. Stats., relating to closure of the Facility's hazardous waste treatment and storage facilities. Prior to entering the Cooperative Agreement, CCP implemented operational and waste minimization measures, including adoption of processes that allowed for extraction and beneficial reuse of solvent materials that had previously been managed as hazardous waste streams requiring on-site treatment. As a result of those operational changes, hazardous waste treatment activities at the Facility were discontinued and the TSD Licenses for those activities were no longer needed for ongoing operations.

Docusign Envelope ID: FD7583C3-B32A-84B3-8321-780E64940C52

12. The Cooperative Agreement acknowledged CCP shall continue to implement corrective action measures and monitoring agreed to as part of the August 22, 1994, Plan Modification Approval to Impose State Equivalent Corrective Action, the April 21, 1995, Conditional Approval of Regulatory Design Report and Sampling Plan for a Soil Remediation System, and the January 10, 1995, Minor Modification of a Plan of Operation – Continuing Corrective Measures, RCRA Facility Investigation Workplan. Any change to these requirements would be done through the Department's normal implementation of NR 700, Wis. Adm. Code, series.

13. On June 28, 2002, the Department approved closure of the Facility's hazardous waste treatment and storage facilities and deemed the TSD Licenses expired as of that date. The closure documentation approval noted corrective action obligations remained and were formally incorporated into the October 1, 2001, Cooperative Agreement.

14. The Cooperative Agreement expired in 2006 and corrective action work at the Facility has continued through the Department's Remediation and Redevelopment ("R&R") program.

15. In 2011, Arkema Coating Resins ("Arkema") purchased the Facility from CCP. On December 31, 2015, Arkema ceased operations at the Facility.

16. In 2020, the Department's R&R program conducted a case review and requested that the Facility be reevaluated in light of ceased operations, planned demolition, and the opportunity to access previously inaccessible areas. The Department issued a letter on August 18, 2020, titled *Review of Case Status and Request for Additional Work* ("RCRA 2020 Review Letter") following receipt of information that Arkema was planning to demolish buildings at the Facility. With plans to demolish the Facility buildings making remedial actions to address the soil contamination feasible, the RCRA 2020 Review Letter requested submitting an updated site investigation work plan, and a Corrective Measures Study/Remedial Design Report. Additionally, the RCRA 2020 Review Letter requested an updated evaluation of the GWES as the interim remedial action operating on the Facility since 1987.

17. In 2021, except for Building 64, which houses groundwater extraction equipment, all Facility structures were razed, and subsurface cavities were filled with clean imported granular materials.

18. In 2021, RETIA USA LLC ("RETIA") purchased the Facility from Arkema. RETIA is the current owner of the Facility.

19. In response to the Department's RCRA 2020 Review Letter, RETIA submitted a site investigation work plan to the Department's R&R program on March 12, 2021. The first phase of investigation was completed in 2022 and submitted to the Department in a report dated September 2023. Following comments from the Department's R&R program on that investigation, RETIA submitted additional work plans and conducted subsequent phases of investigation, which remain ongoing.

20. In 2020, the Department's R&R program sent letters to parties responsible for open remediation sites in Wisconsin, reminding them to consider per- and polyfluoroalkyl

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substances ("PFAS") and other emerging contaminants, during site investigation. In response, RETIA submitted a work plan to the Department and, after receiving approval, conducted an initial PFAS investigation. Since then, RETIA has pursued a phased PFAS investigation to develop a site conceptual model and inform the evaluation of remedial options.

21. In 2024, the Department's Hazardous Waste program requested updated financial assurance for corrective action at the Facility in accordance with s. 289.41(2)(c), Wis. Stats. Because investigation and remedy evaluation activities remained ongoing at that time, RETIA prepared an interim cost estimate based on information and reasonable assumptions then available solely for purposes of supporting temporary financial assurance pending Department approval of the Site Investigation Report(s) ("SIR") and the Remedial Action Options Report ("RAOR"). The interim estimate identified approximately $1,652,937 in reasonably anticipated corrective action costs based on information then available. RETIA submitted a letter of credit in the amount of $2,000,000 in February 2025 ("Current LOC") in order to provide a conservative financial assurance mechanism while ongoing investigation and remedy evaluation activities continue.

22. In 2025, RETIA analyzed historical groundwater monitoring data and provided the Department with information, arguing the information showed significant improvement in groundwater quality over the 40 years of operation of the GWES and served as one line of evidence supporting a request to modify the current GWES. RETIA presented this information to the Department's R&R program on August 1, 2025, and submitted a request to modify the current GWES in correspondence dated October 3, 2025.

23. In correspondence dated August 12, 2026, the Department's R&R program responded to RETIA's request to modify the current GWES by requiring more information as an addendum to the October 3, 2025, request, to evaluate whether the proposed modifications were possible.

24. In 2026, in cooperation with the Village of Saukville, RETIA implemented an interim groundwater treatment measure on the GWES discharge to the Village POTW. The deep well component of the GWES (W-30) continues to discharge pursuant to the Village's applicable Wisconsin Pollutant Discharge Elimination System (WPDES) permit, Permit No. WI-0021555-11-0. This interim measure was undertaken to address current discharge considerations and will be reconsidered in the context of the RAOR.

25. The Facility remains subject to ongoing investigation and response activities under the Department's R&R program and BRRTS Case No. 02-46-000767, consistent with the NR 700-series regulations. The nature, scope, and duration of any remaining corrective action will depend on site conditions, remedy performance, future investigation results, Department review and approval of the SIRs and RAOR, and applicable case closure criteria. In addition to ongoing site investigation work, RETIA continues to operate and maintain the GWES, perform periodic groundwater monitoring, and submit annual reports and semiannual site progress reports through the Department's R&R program.

Docusign Envelope ID: FD7583C3-B32A-84B3-8321-780E64940C52

CONCLUSIONS OF LAW

The Department concludes that:

1. Because the Facility's hazardous waste treatment and storage facilities were closed in 2002, financial assurance applicable to closure of those facilities under subch. H of NR 664, Wis. Adm. Code, is no longer required.

2. Section 291.37(2), Wis. Stats., authorizes the Department to require the owner or operator of a facility with a release from a solid waste management unit to take corrective action "regardless of when the hazardous waste or hazardous constituent released was placed in the solid waste management unit."

3. "Release" is defined in s. 291.37(1)(b), Wis. Stats., as "any spill, leak, pumping, pouring, emission, emptying, discharge, injection, escape, leaching, dumping or disposal of a hazardous waste or hazardous constituent."

4. "Solid waste management unit" is defined in s. 291.37(1)(c), Wis. Stats., to include "any unit designed or used for the storage, treatment or disposal of solid waste or hazardous waste or both, which is located in a hazardous waste facility required to have a license under s. 291.25."

5. Section 291.37(2), Wis. Stats., authorizes the Department to require corrective action "by means of a special order." The section further states "an order or condition under this paragraph shall state, with reasonable specificity, the nature of the corrective action required, shall include a description of the property on which the corrective action is to be taken and shall specify a period for achieving compliance and a period for the owner or operator to establish proof of financial responsibility for the cost of corrective action."

6. Sections 289.41(2)(c), (3), (10) and (11) Wis. Stats., outline the obligations facilities have to maintain financial responsibility, the standard methods of establishing proof of financial responsibility, responsibilities in case of sale of a facility, and corrective action requirements.

7. Section 291.93, Wis. Stats., authorizes the Department to issue orders "to effectuate the purposes" of ch. 291.

8. NR 720.02, Wis. Adm. Code, provides that Chapter NR 720 applies to hazardous waste facilities where the owner or operator is required to institute corrective action pursuant to s. 291.37, Wis. Stats.

SPECIAL ORDER CONDITIONS

Based on the above Purpose, Findings of Fact and Conclusions of Law, the Department orders, and to resolve this matter, the parties agree:

1. RETIA shall comply with this Order and shall implement corrective action at the Facility in accordance with the Department-approved Corrective Action Plan (CAP), as defined below, any Department-approved Corrective Action Plan Update (CAPU), as defined

Docusign Envelope ID: FD7583C3-B32A-84B3-8321-780E64940C52

below, the applicable provisions of chs. NR 700 through NR 754, Wis. Adm. Code, ch. 291.37, Wis. Stats., governing corrective action, and ch. 292, Wis. Stats., governing investigation, remediation, monitoring, operation, maintenance, and reporting for environmental contamination at the Facility. The parties acknowledge that this Order is intended to govern continued corrective action at the Facility through the Department's R&R and Hazardous Waste programs. Nothing in this Order shall be construed, by itself, to impose hazardous waste licensing obligations on RETIA or to incorporate chs. NR 600 through NR 699, Wis. Adm. Code. Nothing in this paragraph precludes the application of otherwise applicable provisions of chs. NR 600 through NR 699, Wis. Adm. Code, to future operations, activities, or changed circumstances at the Facility to the extent such circumstances independently satisfy the statutory and regulatory requirements for their application.

2. This Order is premised on the Facility's ceased-operation status at the time of execution of the Order. If RETIA plans to reopen the Facility or conduct other activities involving hazardous waste on the Facility in the future, RETIA shall inform the Department of such plans at least 60 days prior to commencement of the reopening or new activities.

3. RETIA shall submit electronic copies of all reports required under this Order to the Department through the Department's Designated Hazardous Waste Facility Licensing Contact.[2]

4. Within 30 days from the effective date of the Order, RETIA shall pay the Department any administrative fee expressly required by applicable law and identified in writing by the Department prior to execution of this Order, as shown in Appendix I.

Corrective Action Plan and Financial Assurance

5. RETIA shall maintain proof of financial assurance for corrective action in accordance with this Order and other applicable Wisconsin law. Unless and until the Department approves the Corrective Action Plan and Cost Estimate (hereafter "Attachment A") in accordance with Special Order Condition 7, the Current Letter of Credit (LOC) shall satisfy RETIA's financial assurance obligation under this Order.

6. Within 90 days from the effective date of this Order, RETIA shall develop and submit a Corrective Action Plan ("CAP") that summarizes the results of the investigations conducted to date, identifies the reasonably anticipated remaining corrective action work, and includes an associated cost estimate ("Cost Estimate") for purposes of establishing financial assurance under this Order. The CAP and Cost Estimate shall be based on information reasonably available at the time of preparation and may include reasonable assumptions regarding future work, timing, quantities, and costs that are not then reasonably ascertainable. At a minimum, the CAP shall include all the following:
    a. A description of corrective action activities and results, and monitoring activities and results, for the reporting period, including but not limited to methods, data, data analysis, and conclusions.

[2] https://dnr.wisconsin.gov/topic/Waste/TSDF.html

Docusign Envelope ID: FD7583C3-B32A-84B3-8321-780E64940C52

b. A description of the estimated remaining work and schedule to achieve case closure as defined in s. 292.12(1)(b), Wis. Stats (for the purposes of this approval, the "Remaining Work"). Remaining Work shall include but not be limited to all corrective action and remediation design and implementation, investigation, monitoring, data analysis, and reporting. The Remaining Work shall also include any reasonable anticipated work required to be accomplished after case closure.
c. The corrective action Cost Estimate, which shall:
    i. Be based on the scope of work specifically described in the CAP;
    ii. Identify the principal assumptions used in preparing the estimate;
    iii. Be prepared using reasonable third-party market-based rates appropriate to the work described;
    iv. Include a minimum 10% contingency for unanticipated or unforeseen activities;
    v. Address Remaining Work for the initial 10-year "rolling window".
    vi. Be broken out by discrete tasks and sub-tasks and include unit costs, quantities, and extended costs for each task and subtasks.
    vii. Describe the basis for or source of the number of units and unit costs used in the cost estimate.
    viii. Use current year costs, such that inflationary adjustments can be accurately applied in the future as may occur; and
    ix. Include a cost summary in tabular format that:
        1. contains separate rows for each separate cost item, or task (and subtask as appropriate). Each task/subtask name and its scope of work shall be identifiable and described, respectively, in the CAP.
        2. contains separate columns that first identify the task name and then the cost details for that task including units, number of units, unit costs, and extended subtotals.
        3. is also provided electronically in a spreadsheet format that is unprotected.
        4. as applicable, for changes anticipated in the overall scope of Remaining Work over the 10 years, incorporates separate tables for each year, and a summary table for all years.
        5. identifies the date of the cost estimate and any inflation assumptions or adjustments used along with any relevant source citations.

Retia shall submit required documents to both the R&R program and Hazardous Waste Program, as needed. The CAP and Cost Estimate shall be attached to this Order as Attachment A in accordance with the requirements of this Order. For avoidance of doubt, the Cost Estimate is prepared solely for financial assurance purposes under this Order and does not constitute an admission regarding the ultimate corrective action scope or RETIA's actual future costs.

7. Within 45 days after the Department's written approval of Attachment A, unless the parties otherwise agree in writing, RETIA shall either:

Docusign Envelope ID: FD7583C3-B32A-84B3-8321-780E64940C52

a. maintain the Current LOC if the amount and form of the Current LOC satisfy the Department-approved Cost Estimate set forth in Attachment A and the requirements of this Order; or

b. establish such replacement or revised financial assurance mechanism as is necessary to satisfy the Department-approved Cost Estimate set forth in Attachment A and the requirements of this Order.

8. The Current LOC shall remain in force and shall constitute RETIA's financial assurance mechanism under this Order unless and until the Department approves Attachment A in accordance with the requirements of Special Order Condition 6 and RETIA establishes any replacement or revised financial assurance mechanism required under Special Order Condition 7. Prior to the Department's approval of Attachment A, the Department shall not require RETIA to revise the interim cost estimate described in Special Order Condition 5 or modify the amount of the Current LOC absent a material change in site conditions requiring immediate response action.

9. By April 30 of each year following the Department's approval of Attachment A, unless the parties otherwise agree in writing, RETIA shall submit a Corrective Action Plan Update ("CAPU") that:
   a. summarizes corrective action activities completed since the prior CAP or CAPU;
   b. summarizes monitoring activities and results;
   c. describes the reasonably anticipated Remaining Work;
   d. provides an estimated updated schedule for such work;
   e. identifies any material changes in the reasonably anticipated remaining work from the most recent CAP or CAPU, together with an explanation for such changes; and
   f. includes an updated cost estimate ("Updated Cost Estimate") reflecting:
      1. work completed since the most recent CAP or CAPU,
      2. any material changes in the reasonably anticipated remaining work, and
      3. applicable inflation adjustments consistent with the Department's published inflation factor guidance.

   The CAPU and Updated Cost Estimate (hereafter "Attachment B") shall, upon Department approval, be attached to this Order as Attachment B and shall be replaced annually pursuant to this paragraph.

10. If the Department approves Attachment B in an amount greater than the financial assurance mechanism in place, RETIA shall increase the amount of financial assurance within 45 days of Department approval, unless the parties otherwise agree in writing. If the Department approves Attachment B in an amount lower than the financial assurance mechanism in place, RETIA may correspondingly reduce the amount of financial assurance upon written notice to the Department.

11. The financial assurance mechanism maintained under this Order shall conform to the requirements of Sections 289.41(2)(c), and (3), Wis. Stats. Any updated financial assurance

Docusign Envelope ID: FD7583C3-B32A-84B3-8321-780E64940C52

mechanism shall be submitted to the Department's Designated Contact for Owner Financial Responsibility.[3]

12. Following Department approval of Attachment A, RETIA shall revise the Cost Estimate outside the annual CAPU cycle only if RETIA determines, or the Department reasonably determines, based on material new information and supported by written explanation, that a material change in the approved corrective action scope has occurred that is reasonably expected to increase the remaining corrective action cost by more than 10% above the current approved Cost Estimate or Updated Cost Estimate. In that event, RETIA shall submit a revised Cost Estimate to the Department within 60 days after identifying such material change, unless the parties otherwise agree in writing. If the Department approves the revised Cost Estimate or Updated Cost Estimate in an amount greater than the financial assurance mechanism then in place, RETIA shall increase the amount of financial assurance within 60 days after written notice of such approval, unless the parties otherwise agree in writing. Any decrease in the Cost Estimate or Updated Cost Estimate resulting from completed work, refined scope, or other non-inflation factors may be reflected in the next CAPU or in an earlier submission by RETIA, with supporting explanation.

13. Any schedules included in the CAP or CAPU are estimates based on information reasonably available at the time of submittal. RETIA may adjust such schedules as reasonably necessary to account for weather, site conditions, access limitations, Department review timelines, or other force majeure circumstances, provided that RETIA notifies the Department of any material schedule adjustment within 10 business days of becoming aware of the need for adjustment. A deviation from an estimated schedule shall not, by itself, constitute a violation of this Order.

14. Force majeure, for purposes of this Order, is defined as any event that can be neither reasonably anticipated nor controlled by RETIA or any person or entity controlled by RETIA, including but not limited to RETIA's contractors, that delays or prevents the timely performance of any obligation under this Order despite RETIA's best efforts to fulfill such obligation. An event affecting a contractor may constitute force majeure where the underlying cause of the delay is beyond the reasonable control of RETIA and could not reasonably have been prevented or overcome through RETIA's oversight or management of the contractor. The requirement that RETIA exercise "best efforts to fulfill such obligation" shall include, but not be limited to, best efforts to anticipate any reasonably foreseeable potential force majeure event and address it before, during, and after its occurrence, such that any delay or prevention of performance is minimized to the extent reasonably practicable under the circumstances. Force majeure does not include increased costs of the actions required to be performed under this Order; financial inability to complete the actions; minor precipitation events; or changed circumstances arising out of sale, lease, or transfer of RETIA's interest in any and/or all portions of the Facility.

[3] https://dnr.wisconsin.gov/topic/Waste/Financial.html

Docusign Envelope ID: FD7583C3-B32A-84B3-8321-780E64940C52

15. All reports and cost estimates shall be prepared, certified, and stamped by a professional engineer and/or hydrogeologist in accordance with ch. NR 712, Wis. Adm. Code.

16. The provisions of this Order shall apply to and be binding upon RETIA and its officers, directors, employees, agents, trustees, servants, authorized representatives, successors, and assigns. RETIA shall cause all persons, including independent contractors, contractors, and consultants acting under or for RETIA, to comply with the provisions hereof in connection with any activity subject to this Order.

17. Any change in the legal status of RETIA, or change in ownership, partnership, corporate or legal status relating to the Facility, shall not, by itself, alter RETIA's obligations and responsibilities under this Order. Notwithstanding the foregoing, RETIA may assign its obligations and responsibilities under this Order to a successor owner or other successor in interest with the Department's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Any approved assignee shall assume in writing the obligations and responsibilities assigned under this Order. Upon the effective date of an assignment approved by the Department, RETIA shall be released from those obligations and responsibilities expressly assumed by the approved assignee, unless otherwise agreed in writing by RETIA and the Department.

18. This Order may only be terminated in one of the following ways:

    a) Upon the Department's written determination, at any time, that RETIA has satisfied the corrective action obligations addressed by this Order and that no further financial assurance is required for the Facility. RETIA may request such determination upon completion of the Department-approved CAP or CAPU work and attainment of the applicable Department-approved closure criteria.

    b) Prior to August 1, 2031, by written mutual agreement of the parties. Amendments may also be made by written mutual agreement of the parties.

    c) After August 1, 2031, if the Department provides at least 180 days' prior written notice of termination, and an alternative administrative mechanism for tracking compliance is in place

Dispute Resolution

19. The Parties shall use reasonable, good faith efforts to resolve informally any dispute arising under or related to this Order ("Dispute") prior to invoking formal dispute resolution procedures under this Section.

20. Either Party shall notify the other Party in writing of any Dispute, stating with specificity the basis for the Dispute and the relief requested. The Parties shall confer within fifteen [15] business days after receipt of such notice and shall continue to use reasonable, good faith efforts to resolve the Dispute informally for a period of sixty [60] days after receipt of such notice, unless the Parties otherwise agree in writing.

21. If the Parties do not resolve a Dispute informally within the period set forth in Special Order Condition 20, the Department shall respond in writing within thirty [30] days after

Docusign Envelope ID: FD7583C3-B32A-84B3-8321-780E64940C52

expiration of that period, unless the Parties otherwise agree in writing. The Department's written response shall state with specificity the Department's position, including the factual and legal basis supporting the Department's position, and the relief, action, or schedule the Department contends is required under this Order.

22. If RETIA disagrees with the Department's written response issued under Special Order Condition 21, RETIA may, within thirty [30] days after receipt of the Department's written response, provide written notice requesting non-binding mediation (the "Mediation"). Upon such notice, the Parties shall participate in good faith in the Mediation before a mutually acceptable neutral mediator.

23. Unless otherwise agreed, the Mediation shall occur within forty-five [45] days after RETIA's request for the Mediation. The Parties shall share the mediator's fees and costs equally, but each Party shall bear its own attorneys' fees, expert fees, and internal costs, unless otherwise agreed in writing.

24. If the dispute is not resolved through the Mediation, then, seven [7] days after the conclusion of the Mediation, the Department's written response issued under Special Order Condition 21 shall become a final Department decision and shall be subject to judicial review in circuit court pursuant to ss. 227.52 and 227.53, Wis. Stats., at RETIA's election. The time and manner for seeking such review shall be governed by ss. 227.52 and 227.53, Wis. Stats.

25. The existence of a Dispute shall not relieve RETIA of its obligation to comply with this Order except with respect to the specific matter in Dispute. RETIA shall continue to perform all obligations under this Order that are not directly affected by the Dispute. The requirement, submittal, deliverable, milestone, schedule, or financial assurance adjustment that is the subject of the Dispute, together with any requirement directly dependent upon resolution of that Dispute, shall be tolled pending resolution of the Dispute, unless the Parties otherwise agree in writing. Consistent with the above conditions, any delay attributable to a pending Dispute shall not, by itself, constitute a violation of this Order.

26. No informal resolution, written response, comment, directive, or other communication issued under this Section shall amend this Order or expand RETIA's obligations beyond those expressly required by this Order, except upon a written amendment executed in accordance with Special Order Condition 18.

27. The Parties shall document any resolution of a Dispute in writing. No such resolution shall amend this Order except through a written amendment executed in accordance with Special Order Condition 18.

WAIVER AND STIPULATION

By agreeing to undertake the actions specified in this Order, RETIA does not waive any rights it has except: RETIA hereby waives further notice or hearing before the Department of Natural Resources regarding the above Findings of Fact, Conclusions of Law, and Special Order Conditions under s. 227.42, Wis. Stats, solely with respect to the Department's issuance and entry of this Order and the validity of the agreed terms set forth herein as of the effective date. RETIA

Docusign Envelope ID: FD7583C3-B32A-84B3-8321-780E64940C52

likewise waives its rights, if any, to challenge this Order in circuit court under ss. 227.52 and 227.53, Wis. Stats., again solely with respect to the Department's issuance and entry of this Order and the validity of the agreed terms set forth herein as of the effective date. The foregoing waivers do not waive, limit, or impair RETIA's rights, defenses, claims, or arguments with respect to any future Department action, enforcement action, compliance determination, alleged violation, penalty assessment, order modification, or dispute concerning the interpretation, application, implementation, or effect of this Order. For the avoidance of doubt, RETIA reserves the right to assert that it has complied with this Order as properly interpreted, that the Department's interpretation or application is inconsistent with the plain language of this Order, or that the Department is seeking to impose obligations not expressly required by this Order. In the event that the Department determines that RETIA has violated a provision of this Order, following notice of the allegations to RETIA, the Department retains the right to refer any alleged violations to the Wisconsin Department of Justice for further enforcement action. Nothing in this Order shall relieve RETIA of the legal obligation to comply with applicable federal, state, and local regulatory requirements. The undersigned certify that they are authorized to execute this Order, Waiver and Stipulation on behalf of RETIA and the Department of Natural Resources, respectively.

RETIA USA

BY:

DocuSigned by:
Thierry Razat
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Thierry Razat
President, RETIA USA

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

BY:

DocuSigned by:
Kate Strom Hiorns
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Kathryn Strom Hiorns
Director, Waste & Materials Management Program

CC: Lauren Hill, WDNR Initial LH
Alixandra Burke, WDNR Initial AB
Heather Davis, Witte Davis Law Initial HD
Marielle Brisbois, TotalEnergies Initial MB

Docusign Envelope ID: FD7583C3-B32A-84B3-8321-780E64940C52

APPENDIX I – Administrative Fees

Technical assistance fees pursuant to s. NR 749.04, Wis. Adm. Code are as follows:

Type of Letter or Assistance	Due Date	Document Review Fee
Ch. NR 708 No further action letter	NA	$350
Ch. NR 716 No further investigation	NA	$700
Ch. NR 716 Site investigation work plan	NA	$700
Ch. NR 716 Site investigation report	NA	$1050
Ch. NR 720 Soil cleanup standards/reports	NA	$1050
Ch. NR 722 Remedial action options report	NA	$1050
Ch. NR 724 Remedial design report	NA	$1050
Ch. NR 724 Operation and maintenance report	NA	$425
Ch. NR 724 Construction documentation report	NA	$350
Ch. NR 724 Long-term monitoring plans	NA	$425
Ch. NR 726 Case closure action	NA	$1050
Other technical assistance	NA	$700
Database fee: NR 140 groundwater contamination	NA	$350
Database fee: NR 720 soil contamination	NA	$300
Database fee: s. 292.12(2), Stats. other limitations/controls	NA	$350
Database fee: monitoring wells not properly abandoned	NA	$350
Database fee: modification/removal of a site/property	NA	$1050

Hazardous Waste Review Fees are as follows:

Submittal	Due Date	Document Review Fee
Corrective Action Plan (Attachment A)	30 days following execution of order	$2,500 (1)
Corrective Action Plan Update (Attachment B)	Annually by June 1	$2,500 (1)
Financial Assurance	Annually by July 31	

(1) The Hazardous Waste Review fees cover the department's review from initial submittal through approval or denial of the Corrective Action Plan or Corrective Action Plan Update. The applicant shall pay the document review fee when a plan that has twice been declared incomplete is resubmitted. These fees may be updated as needed to comply with code updates or inflation.