

CERCLA ADMINISTRATIVE SETTLEMENT AGREEMENT AND RELEASE

Anchor Hocking Corporation, Ford Motor Company, Pharmacia Corporation, OXY USA, Inc., King Wrecking Company, Inc., Henkel Corporation, Chemical Leaman Tank Lines, Inc., General Motors Corporation, General Electric Company, The Dow Chemical Company, and Velsicol Chemical Corporation (each a "Skinner Work Group Member" and collectively the "Skinner Work Group Members") and the State of Ohio, Environmental Protection Agency (collectively, the "State") enter into this Settlement Agreement and Release ("Agreement") this 25th day of SEPTEMBER, 2007.

WHEREAS, the Skinner Work Group Members entered into that certain Skinner Landfill Work Group Participation Agreement in order to provide for past response costs, and to share and allocate future response costs for the Skinner Landfill Superfund Site (the "Site") in West Chester, Ohio; and

WHEREAS, the State has incurred unpaid costs in connection with the oversight of the remedial investigation, feasibility study, and the remedial design and remedial action for the Site for the years 1988-2000 (the "Oversight Costs Bill"), which costs it claims are not inconsistent with the National Contingency Plan, 40 C.F.R. Part 300, promulgated pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601, et seq.; and

WHEREAS, the Skinner Work Group Members and the State wish to settle and compromise the Oversight Costs Bill;

NOW, THEREFORE in consideration of the foregoing and without any admission of liability by the Skinner Work Group Members, the State and the Skinner Work Group Members agree to the following:

1. As set forth in this Agreement, the term "claims" shall mean any claim, counterclaim, cross-claim, third-party claim or subsequent party claim, at law or equity on any theory (including, but not limited to, statute, contract, tort, federal or state common law or equity) to recover in whole or in part the Oversight Costs Bill and any and all other response costs, whether direct or indirect, known or unknown, contingent, or liquidated, incurred prior to the date of this Agreement, in connection with, arising out of, or relating to the investigation, removal, remediation, response activities, decontamination, detoxification, demolition, oversight, clean-up or any improvement or modification of the physical condition of the Site arising from the presence of any Hazardous Substances, Petroleum, Asbestos, Pollutants or Contaminants (as those terms are defined in CERCLA, 42 U.S.C. § 9601 et seq.), or Solid or Hazardous Waste (as those terms are defined in RCRA, 42 U.S.C. § 6901 et seq.) on, at, within, or released from the Site or the activities of the Skinner Work Group Members, or their respective agents, officers, employees, or contractors at the Site.

2. The Skinner Work Group Members agree to pay the State the total sum of one hundred twenty-five thousand dollars (\$125,000). Thus, within thirty (30) days of the execution

of this Agreement by all parties, a check for \$125,000, payable to "Treasurer, State of Ohio," shall be submitted to Mark Navarre, Supervising Attorney, at the following address: Ohio Environmental Protection Agency, Office of Legal Services, Lazarus Government Center, 50 West Town Street, Columbus, Ohio 43215.

3. The State releases all claims, as defined in Paragraph 1 above, which it has against The Skinner Work Group Members or any of their respective officers, directors, shareholders, agents, employees, successors and assigns. This release shall become effective only after The Skinner Work Group Members have made the payment to the State required by Paragraph 2 of this Agreement. The State and Skinner Work Group Members agree that this settlement constitutes an administrative settlement within the meaning of §113(f)(2) of CERCLA, 42 U.S.C. §9613(f)(2), for purposes of providing contribution protection to the Skinner Work Group Members. The State reserves the right to collect unreimbursed past costs from any responsible parties not participating in this Agreement.

4. The State represents that, as of the date of this Agreement, it is not aware of any parties, including other agencies, departments or subdivisions of the State, which intend to raise claims as defined in Paragraph 1 above, against The Skinner Work Group Members. However, except as specifically provided in paragraphs 1 and 3, above, nothing in this Agreement shall be construed to limit any authority of the State to exercise any authority under applicable laws or regulations. The State reserves all of its enforcement authorities, including the issuance of administrative orders and the filing of complaints in courts of appropriate jurisdiction, to bring any cause of action that is not released by this Agreement. This Agreement in no way relieves any of the Skinner Work Group Members of their responsibility to comply with any Federal, State or local law or regulation. Nothing in this Agreement shall be construed to alter, waive, or otherwise affect any rights, claims or defenses of any party to this Agreement.

5. The individuals signing this Agreement on behalf of Skinner Work Group Members and the State are authorized to enter into this Agreement on behalf of the respective parties.

6. This Agreement constitutes the entire understanding among the parties. This Agreement may not be amended or modified except in a writing signed by all parties.

7. This Agreement shall be governed by the laws of the State of Ohio.

IN WITNESS HEREOF, the State of Ohio and Skinner Work Group Members have executed this Agreement as of the date and year set forth above.

Newell Holdings Delaware, Inc., f/k/a
ANCHOR HOCKING CORPORATION

By: [Signature]
Title: Assistant Secretary
Date: April 5, 2007

MARC DANN
OHIO ATTORNEY GENERAL

By: [Signature]
Title: PRINCIPAL ASSISTANT ATTORNEY GENERAL
Date: SEPTEMBER 25, 2007

FORD MOTOR COMPANY

By: _____
Title: _____
Date: _____

OHIO ENVIRONMENTAL PROTECTION
AGENCY

By: Ch. Rull
Title: Director
Date: 6/21/07

Pharmacia Corporation, formerly
Known as Monsanto Company

By: Monsanto Company, Pharmacia's
Attorney-In-Fact

By: _____
Title: _____
Date: _____

OXY USA, INC.

By: _____
Title: _____
Date: _____

KING WRECKING COMPANY, INC.

By: _____
Title: _____
Date: _____

HENKEL CORPORATION

By: _____
Title: _____
Date: _____

FORD MOTOR COMPANY

By: Kathryn S. Lamping
Title: Assistant Secretary
Date: 3-22-07

OHIO ENVIRONMENTAL PROTECTION AGENCY

By: _____
Title: Director
Date: _____

Pharmacia Corporation, formerly
Known as Monsanto Company

By: Monsanto Company, Pharmacia's
Attorney-In-Fact

By: _____
Title: _____
Date: _____

OXY USA, INC.

By: _____
Title: _____
Date: _____

KING WRECKING COMPANY, INC.

By: _____
Title: _____
Date: _____

HENKEL CORPORATION

By: _____
Title: _____
Date: _____

FORD MOTOR COMPANY

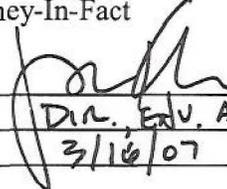
By: _____
Title: _____
Date: _____

OHIO ENVIRONMENTAL PROTECTION
AGENCY

By: _____
Title: Director
Date: _____

Pharmacia Corporation, formerly
Known as Monsanto Company

By: Monsanto Company, Pharmacia's
Attorney-In-Fact

By:  _____
Title: Dir. Env. Affairs
Date: 3/16/07 *mm3*

OXY USA, INC.

By: _____
Title: _____
Date: _____

KING WRECKING COMPANY, INC.

By: _____
Title: _____
Date: _____

HENKEL CORPORATION

By: _____
Title: _____
Date: _____

FORD MOTOR COMPANY

By: _____
Title: _____
Date: _____

OHIO ENVIRONMENTAL PROTECTION AGENCY

By: _____
Title: Director
Date: _____

Pharmacia Corporation, formerly
Known as Monsanto Company

By: Monsanto Company, Pharmacia's
Attorney-In-Fact

By: _____
Title: _____
Date: _____

OXY USA, INC.

By: J. Phillip Grisky
Title: Vice-President
Date: 3-29-2007

KING WRECKING COMPANY, INC.

By: _____
Title: _____
Date: _____

HENKEL CORPORATION

By: _____
Title: _____
Date: _____

FORD MOTOR COMPANY

By: _____
Title: _____
Date: _____

OHIO ENVIRONMENTAL PROTECTION
AGENCY

By: _____
Title: Director
Date: _____

Pharmacia Corporation, formerly
Known as Monsanto Company

By: Monsanto Company, Pharmacia's
Attorney-In-Fact

By: _____
Title: _____
Date: _____

OXY USA, INC.

By: _____
Title: _____
Date: _____

KING WRECKING COMPANY, INC.

By: [Signature] *Pres*
Title: President
Date: 4-19-07

HENKEL CORPORATION

By: _____
Title: _____
Date: _____

~~CHEMICAL LEAMAN TANK LINES, INC.~~ ^Q

By: Paul F. Lamb
Title: counsel
Date: April 23, 2007

Quality Carriers, Inc. as
Successor to Chemical Leaman
Tank Lines, Inc.

GENERAL MOTORS CORPORATION

By: _____
Title: _____
Date: _____

GENERAL ELECTRIC COMPANY

By: _____
Title: _____
Date: _____

THE DOW CHEMICAL COMPANY

By: _____
Title: _____
Date: _____

VELSICOL CHEMICAL CORPORATION

By: _____
Title: _____
Date: _____

CHEMICAL LEAMAN TANK LINES, INC.

By: _____
Title: _____
Date: _____

GENERAL MOTORS CORPORATION

By: James P. Wall
Title: Attorney GM Legal Staff P31198
Date: March 29, 2007

GENERAL ELECTRIC COMPANY

By: _____
Title: _____
Date: _____

THE DOW CHEMICAL COMPANY

By: _____
Title: _____
Date: _____

VELSICOL CHEMICAL CORPORATION

By: _____
Title: _____
Date: _____

CHEMICAL LEAMAN TANK LINES, INC.

By: _____
Title: _____
Date: _____

GENERAL MOTORS CORPORATION

By: _____
Title: _____
Date: _____

GENERAL ELECTRIC COMPANY

By: *[Signature]*
Title: Vice President
Date: 3-16-07

THE DOW CHEMICAL COMPANY

By: _____
Title: _____
Date: _____

VELSICOL CHEMICAL CORPORATION

By: _____
Title: _____
Date: _____

CHEMICAL LEAMAN TANK LINES, INC.

By: _____
Title: _____
Date: _____

GENERAL MOTORS CORPORATION

By: _____
Title: _____
Date: _____

GENERAL ELECTRIC COMPANY

By: _____
Title: _____
Date: _____

THE DOW CHEMICAL COMPANY

By: Sandra VanDermer
Title: Senior Attorney
Date: 15 March 2007

VELSICOL CHEMICAL CORPORATION

By: _____
Title: _____
Date: _____

RECEIVED: MJO
Shumaker, Loop & Kendrick, LLP
Columbus, Ohio

DATE: _____
FILE: 07-2261
ROUTE: _____

CHEMICAL LEAMAN TANK LINES, INC.

By: _____
Title: _____
Date: _____

GENERAL MOTORS CORPORATION

By: _____
Title: _____
Date: _____

GENERAL ELECTRIC COMPANY

By: _____
Title: _____
Date: _____

THE DOW CHEMICAL COMPANY

By: _____
Title: _____
Date: _____

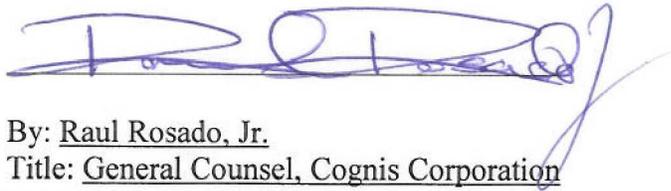
VELSICOL CHEMICAL CORPORATION

By: C. M. Anderson
Title: V.P. EHS
Date: 3/21/07

CERCLA ADMINISTRATIVE SETTLEMENT AGREEMENT AND RELEASE

HENKEL CORPORATION

Cognis Corporation as successor to Henkel Corporation, for itself and on behalf of Henkel Corporation, each of which entity or predecessor shall be considered a Skinner Work Group Member, a party participating in and a signatory to this Agreement.

A handwritten signature in blue ink, appearing to read "Raul Rosado, Jr.", with a large flourish extending from the end of the signature.

By: Raul Rosado, Jr.

Title: General Counsel, Cognis Corporation

Date: April 17, 1007