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IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO

STATE OF OHIO, EX REL. RICHARD CORDRAY, OHIO ATTORNEY GENERAL Plaintiff, v. HIGHPOINT TRUCK TERMINALS, INC., et al: Defendants.	:	CV CASE No. 2001-12-6196 66 JUDGE HUNTER

SUMMIT COUNTY
CLERK OF COURTS
2010 DEC -8 PM 3:50
DANIEL M. HORRIGAN

AGREED ORDER

The Consent Order in the above-captioned matter, having been filed on July 3, 2003, and Written Charges in Contempt having been filed on April 7, 2008 herein, the Plaintiff State of Ohio, by and through Richard Cordray, Ohio Attorney General ("Plaintiff" or "State"), and Defendants Highpoint Truck Terminals, Inc. and Inderjit Soni (collectively "Defendants"), have reached an agreement that will satisfy the State's Written Charges in Contempt. This Agreed Order ("Agreed Order") eliminates the need for further hearing regarding the State's Written Charges in Contempt.

THEREFORE, without hearing of any issues of fact or law, without any admission of any issues of law, liability, or fact, and upon the consent of the Parties hereto, it is ADJUDGED, ORDERED, AND DECREED as follows:

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I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the Parties and the subject matter of this action pursuant to R.C. Chapter 3734. Venue is proper in this Court.

II. PARTIES

2. The provisions of this Order shall apply to and are binding upon the Defendants and their respective successors in interest, assigns, and any other parties in accordance with Rule 65(D) of the Ohio Rules of Civil Procedure.

III. SATISFACTION OF CONTEMPT CHARGES

3. The State has alleged that Defendants have violated the July 3, 2003 Consent Order, R.C. 3734 and the rules adopted thereunder.

4. Compliance with the terms of Section IV of this Agreed Order shall constitute full release and satisfaction of the Defendants of all claims alleged in the State's Written Charges in Contempt.

5. **Except as provided in paragraph 14 of this Agreed Order,** compliance with the terms of Section V of this Agreed Order shall constitute full satisfaction of any civil and administrative liability of Defendants and their successors in interest and assigns for the claims alleged **in the Complaint filed on February 26, 2002.**

6. Nothing in this Agreed Order shall be construed to limit the authority of the State to seek relief from Defendants for: (A) claims or violations not referenced in the Complaint; (B) any violations arising out of acts or omissions first occurring after the effective date of this Order; (C) claims or violations under the Comprehensive Environmental Response Compensation and Liability Act, as amended, 42 U.S.C. §§9601 et seq., or R.C. §3734.20 through 3734.27 for any emergency, removal, remedial,

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corrective actions, or natural resource damages. The State also reserves the right to seek further contempt sanctions from this Court if Defendants fail to comply with any provision of this Agreed Order.

7. Defendants retain all rights, defenses, and/or claims it may legally raise to the extent that the State seeks further relief from Defendants in the future or in any action brought to enforce the terms of this Agreed Order. However, [redacted] SML [redacted], Defendants 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, could, or should have been brought in the instant case or the Contempt charges based thereon.

8. Nothing herein shall be construed to relieve Defendants of their obligation to comply with all applicable federal, state, or local statutes, regulations, or ordinances.

IV. INJUNCTIVE RELIEF

9. The Village of Richfield ("the Village") has agreed to purchase the property at issue in the July 3, 2003 Consent Order located at 3969 Congress Parkway, Richfield Ohio, 44286-9745 ("Property") to obtain Clean Ohio Assistance Funds from the State of Ohio for purposes of conducting a Phase II investigation, as identified in their application for Clean Ohio Assistance Funds on the Property. After the Phase II investigation is completed, the Village intends to apply for Clean Ohio Revitalization Funds for the purpose of remediating contamination on the Property.

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10. Defendant Inderjit Soni, as president of All State Antipollution Services, the predecessor to Highpoint Truck Terminals, Inc. Inc., shall execute the attached Agreement of Purchase and Sale of the Property with the Village of Richfield. (Exhibit A). RJC SML

11. Within seven (7) days of entry of this Agreed Order, Defendants shall pay $6,000 to Ohio EPA for deposit into Ohio EPA's general fund account. This payment shall be made by bank check payable to "Treasurer, State of Ohio" and shall be forwarded to Terri McCloskey, Cost Recovery Supervisor (or her successor), Ohio EPA, P.O. Box 1049, Columbus, Ohio 43216-1049. A copy of the transmittal letter and check shall be sent to the Ohio EPA Site Coordinator and the Assistant Attorney General of record in this case.

a. If the State grants Clean Ohio Assistance Funds to the Village for the purpose of conducting a Phase II investigation at the Property, Ohio EPA shall disburse the $6,000 to the Village to conduct its Phase II investigation. The Village shall identify the $6,000 from the Defendants as a line-item on the cost breakdown for the Phase II investigation scope of work.

b. If the State does not grant Clean Ohio Assistance Funds to the Village, the $6,000 shall be paid to Ohio EPA as partial payment for its response costs identified in the July 3, 2003 Consent Order.

V. SATSIFACTION OF CONSENT ORDER

12. The attached Agreement of Purchase and Sale, which Defendant Highpoint Truck Terminals, Inc. is required by paragraph 10 to execute within seven (7) days of entry of this Agreed Order, sets forth several conditions precedent to closing upon both the seller, Defendant Highpoint Truck Terminals, Inc., and the buyer, the

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Village. The Agreement of Purchase and Sale also entitles the Village to order Defendant Highpoint Truck Terminals, Inc. to reacquire the Property if the Village does not obtain a grant under the Clean Ohio Assistance Fund.

13. If all conditions precedent in the Agreement of Purchase and Sale are met by Inderjit Soni, Highpoint Truck Terminals, Inc. and the Village, and if the Village obtains the Clean Ohio Assistance Fund grant, and if the Village obtains full title and possession of the Property, then, upon such written notice by the Village and the Defendants to the State, Defendants' liability to comply with the July 3, 2003 Consent Order shall cease and Defendants shall be fully and forever released from the terms, obligations, and any liability associated with the Consent Order. During the period of time that the conditions precedent set out in paragraph 13 are being completed, obligations under the Consent Order shall be stayed.

14. If for any reason the Village does not obtain full title and possession of the Property or orders Inderjit Soni, Highpoint Truck Terminals, or All State Antipollution Services to reacquire the Property, then the terms of the July 3, 2003 Consent Order remain in full effect, and Defendants shall be liable for complying with all the terms and conditions of the July 3, 2003 Consent Order, reduced by the $6,000 paid to Ohio EPA as partial payment for its response costs identified in the July 3, 2003 Consent Order as set forth in paragraph 11.b.

15. Nothing in this Agreed Order or in the Defendants' willingness to enter into this Order shall be construed as an admission and/or be used by the State to expand or otherwise alter the obligations, terms, or agreement of the parties as represented by the July 3, 2003 Consent Order if the Village does not purchase the property.

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VI. NOTICES

16. Except as stated herein, all documents required to be submitted under this Order shall be submitted to the following, or their successor:

As to the State:

Sari Mandel
Assistant Attorney General
Ohio Attorney General's Office
Environmental Enforcement Section
1600 Carew Tower
441 Vine Street
Cincinnati, OH 45202

Mark Rickrich
Ohio Environmental Protection Agency
Division of Emergency & Remedial Response
Assessment, Cleanup & Reuse Section
P.O. Box 1049
Columbus, OH 43216-1049

Or send electronically to:
RECORDS@epa.state.oh.us

As to Defendants:

Inderjit Soni
18075 Chanticleer
Chagrin Falls, OH 44023

17. Either Party may change the name and/or address of its contact person(s) by sending written notice to the other Party.

VI. EFFECTIVE DATE

18. This Order shall become effective upon the date of its entry by the Court.

VII. COSTS

19. Defendants are hereby ordered to pay the court costs of this action.

VIII. RETENTION OF JURISDICTION AND WAIVER OF SERVICE

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20. The Court shall retain jurisdiction of this action for purposes of making any Order or Degree which it deems appropriate to carry out this Order.

IX. SIGNATORIES

21. Each of the undersigned of the Parties represents that he/she is fully authorized to enter into the terms and conditions of this Order and legally bind the respective party to this document.

FOR THE PLAINTIFF

Sari Mandel Levin

Sari Mandel Levin (0082721)
Assistant Attorney General
Environmental Enforcement Section
441 Vine Street, Suite 1600
Cincinnati, OH 45202

FOR THE DEFENDANTS

Inderjit Soni
18075 Chanticleer
Chagrin Falls, OH 44023

Highpoint Truck Terminals, Inc.
President

IT IS SO ORDERED.

Judy Hunter

JUDGE JUDY HUNTER
SUMMIT COUNTY
COURT OF COMMON PLEAS

12/6/10
DATE

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AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement"), dated this 4th day of August, 2010 by and between All State Antipollution Services, Inc., a _____ corporation (the "Seller") and Village of Richfield, Ohio, an Ohio municipal corporation ("Buyer").

WITNESSETH:

In consideration of the mutual and sufficient covenants and promises herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Agreement to Buy and Sell. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, all of Seller's right, title, estate and interest in and to that real property located in the Village of Richfield, County of Summit, State of Ohio, and more particularly described on Exhibit A, annexed hereto and incorporated herein by reference, together with all buildings, improvements, appurtenant rights, privileges and easements, including all right, title and interest of Seller in and to any land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining said real property, to the centerline thereof (the "Property").

2. Consideration. The purchase price for the Property (the "Purchase Price") shall be One Dollar ($1.00), payable in cash at Closing (as hereinafter defined).

3. Evidence of Title.

(a) Seller, at its sole cost and expense, shall obtain (and deliver copies thereof to Buyer) a Survey (as hereinafter defined) and a commitment ("Commitment") for the issuance of an ALTA Owner's Policy (10/17/92) of title insurance issued by a title company acceptable to Buyer (the "Title Company"), which Commitment shall show title in Seller free and clear of all liens and encumbrances except: (i) those created by or to be assumed by Buyer; (ii) those specifically set forth in this Agreement; (iii) zoning ordinances; (iv) general and special real estate taxes and assessments that are a lien on the date of Closing, but are not yet due and payable; (v) legal highways; and (vi) covenants, conditions, restrictions, agreements and easements of record that do not unreasonably interfere with Buyer's intended use of the Property. As used herein, "Survey" means a survey of the Property in form and of substance reasonably acceptable to Buyer prepared by a reputable surveyor or surveying firm, licensed by the state in which the Property is located and certified by said surveyor as having been prepared in accordance with the minimum detail survey requirements for ALTA/ACSM land title surveys, including Table A items as agreed by Buyer and Seller. Seller shall have ninety (90) days to obtain the required Survey, Commitment and title insurance provided, however, that it may extend that period upon a showing of reasonable necessity.

(b) Buyer shall have until fifteen (15) days after receipt of the Commitment and the Survey (the "Title Review Period") to advise Seller if Buyer either accepts the

EXHIBIT A

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condition of title as stated therein or that the condition of title is unacceptable to Buyer, Buyer hereby acknowledging that the exceptions to title set forth in subsections (i) through (vi) above shall not render title unacceptable. In the event Buyer notifies Seller that the condition of title is unacceptable, then Seller shall notify Buyer within five (5) days of receipt of Buyer's notice that it will attempt to cure such defects and then shall have thirty (30) days during which it may attempt to cure such defects. If said thirty (30) day period extends beyond the Closing Date (as hereinafter defined), the Closing Date shall be postponed until the first business day following the expiration of such thirty (30) day period. If Seller declines or fails to cure such defects, then Buyer may elect either to terminate this agreement without further liability of the parties hereunder or Buyer may accept such title as Seller is able to convey, without reduction in the Purchase Price. If Buyer notifies Seller that title to the Property is acceptable or fails to notify Seller of any defects in title before expiration of the Title Review Period, then Buyer shall be conclusively presumed to have waived such defects and approved the condition of title and shall accept such title at Closing. Seller shall be obligated to remove any monetary defects in title that are definitely ascertainable in amount by paying them at Closing.

(c) If defects in title not previously waived by Buyer appear at Closing, or if at Closing there are defects in title that Seller should have cured or insured over, and said items or defects have not been caused by Buyer, its agents, employees or contractors, Buyer may adjourn the Closing Date for a period of thirty (30) days to allow Seller to remedy the defects or Buyer may, but shall not be obligated to, waive any and all such defects and accept conveyance of the Property subject to the waived defect or defects.

(d) If Closing is adjourned and the defect or defects in title are not corrected as aforesaid within thirty (30) days, then Buyer may elect to take title as it then is, may agree to a further period of time to correct the title defect or may declare this Agreement to be terminated and the parties shall thereafter be relieved of all further obligations under this Agreement and thereafter this Agreement shall be null and void and of no further force and effect.

4. Deed. Seller shall convey to Buyer marketable title to the Property in fee simple by transferable and recordable general warranty deed, free and clear of all liens and encumbrances except those set forth in Section 3.

5. Taxes, Assessments and Other Closing Adjustments. For the tax year 2008, Buyer shall pay all unpaid real estate taxes that are liened for tax year 2009 and thereafter. Seller shall pay all delinquent taxes, including penalty and interest, and all assessments that are a lien and are due and payable for tax year 2009. At Closing, Buyer shall pay all unpaid real estate taxes that are a lien for tax year 2010 and thereafter prior to the Commencement Date and a portion of such taxes, if still due and owing, for the year of the Commencement Date, prorated through the Commencement Date and based on a 365-day year and, if undetermined, on the most recent available rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified. Fees for recording the deed and real estate transfer taxes and conveyance fees shall be paid by Buyer.

6. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

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(a) Seller is a corporation, duly organized, validly existing and in good standing under the laws of the State of Ohio and is duly authorized and qualified to do all things required of it under this Agreement. Seller has full capacity and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement and all agreements, instruments and documents necessary or desirable to consummate the transactions contemplated hereby to be executed by Seller are, and on the Closing Date will be duly authorized, executed and delivered by, and binding upon, Seller.

(b) Seller has obtained all consents and permissions relating to the transactions contemplated hereby and required under any covenant, agreement, encumbrance, law or regulation to transfer title as set forth in this Agreement and to perform its obligations hereunder.

(c) Neither the execution of this agreement nor the consummation of the transactions contemplated hereby will constitute a default under any term or provision of any agreement to which Seller is a party.

(d) Leases. Seller has entered into a verbal month-to-month lease for the Property. Upon execution of this Agreement, Seller shall immediately terminate the lease and will require the tenant vacate the Property. Seller further represents that it will enter into no additional leases which would give any party the right to occupy or possess the Property or any parts thereof prior to Closing. Seller further represents that it will execute the Access Agreement of even date hereof upon execution of this Agreement. A copy of the Access Agreement is attached hereto as Exhibit A.

(e) The Representations and Warranties of Seller set forth in this Paragraph 6 shall be deemed renewed at the time of Closing.

7. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

(a) Buyer is a municipality, duly organized, validly existing and in good standing under the laws of the State of Ohio and is duly authorized and qualified to do all things required of it under this Agreement. Buyer has full capacity and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement and all agreements, instruments and documents necessary or desirable to consummate the transactions contemplated hereby to be executed by Buyer are, and on the Closing Date will be, duly authorized, executed and delivered by, and binding upon, Buyer.

(b) Buyer has obtained all consent and permissions relating to the transactions contemplated hereby and required under any covenant, agreement, encumbrance, law or regulation to acquire title as set forth in this Agreement and to perform its obligations hereunder.

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(c) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will constitute a default under any term or provision of any agreement to which Buyer is a party.

(d) The Representations and Warranties of Buyer set forth in this Paragraph 7 shall be deemed renewed at the time of Closing.

8. Real Estate Commission. Buyer and Seller each warrant and represent to the other than neither party has used the services of a real estate licensee, agent or broker in connection with the purchase and sale of the Property, and no broker's commission, finder's fee or other like charges are or shall be payable with respect to the transactions contemplated hereby. Each party hereby agrees to indemnify and hold the other party harmless from and against any and all liability, claims, demands, damages or expenses of any kind, including attorneys' fees, arising from or connected with any broker's commission, finder's fee or other like charges claimed to be due any person arising from such party's conduct with respect to the transactions contemplated hereby. The provisions of this Section 8 shall survive Closing.

9. Closing. The consummation of the transactions contemplated hereby ("Closing") shall be accomplished when the parties have satisfied or waived all conditions precedent set forth herein (the "Closing Date").

10. Instruments of Conveyance.

(a) On or prior to the Closing Date, Seller shall provide to Buyer the following fully executed documents:

(i) the general warranty deed, conveying title to the Property to Buyer;

(ii) a certificate in the form of Exhibit B, annexed hereto and incorporated herein by reference, as to the non-foreign status of Seller;

(iii) a certificate, in form reasonably satisfactory to Seller and Buyer ("Seller's Certificate"), dated as of the Closing Date and duly executed by Seller, stating that there is no default under the covenants, representations and warranties of Seller contained in this Agreement and, in addition, that all such representations and warranties are true and correct without exception as of the Closing Date as if made on and as of the Closing Date (or specifying in reasonable detail any defaults or exceptions that may then exist, provided that Seller shall not take any action or omit to take any action that would result in any such default or exception);

(iv) a certified resolution of President of Seller authorizing the transactions contemplated hereby;

(v) counterpart closing statements;

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(vi) an affidavit of title and other instruments as may be reasonably requested by the Title Company in connection with the issuance of an owner's fee policy of title insurance, which shall be paid for by Seller; and

(vii) such other documents as are reasonably necessary for the Title Company to insure in Buyer fee simple title to the Property described in Section 3 hereof.

(b) On or prior to the Closing Date, Buyer shall provide to the Seller the following fully executed documents and funds:

(i) the Purchase Price;

(ii) a certified resolution of Buyer authorizing the transactions contemplated hereby;

(iii) a certificate, in form reasonably satisfactory to Buyer and Seller ("Buyer's Certificate"), dated as of the Closing Date and duly executed by Buyer, stating that there is no default under the covenants, representations and warranties of Buyer contained in this Agreement and, in addition, that all such representations and warranties are true and correct without exception as of the Closing Date as if made on and as of the Closing Date (or specifying in reasonable detail any defaults or exceptions that may then exist, provided that Buyer shall not take any action or omit to take any action that would result in any such default or exception);

(iv) counterpart closing statements; and

(v) such other documents as are reasonably necessary for the Title Company to insure in Buyer fee simple title to the Property described in Section 3 hereof.

11. Conditions Precedent to Closing.

(a) Buyer's obligations to perform hereunder are expressly contingent and conditional upon the satisfaction of the following:

(i) Seller shall have provided to Buyer all documents required of Seller to be provided to Buyer hereunder;

(ii) The representations and warranties of Seller set forth in Section 6 shall be true and correct as of the Closing Date; and

(iii) Buyer shall have reached an agreement, satisfactory to Buyer in its sole discretion, with _____, regarding the usage and sale of the Property;

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(iv) Buyer shall have received and approved, in its sole discretion of a Phase II Environmental Investigation funded through the Clean Ohio Assistance Fund; and

(v) Buyer shall have received approval for funding of any demolition and clean-up of the Property, either through the Clean Ohio Assistance Fund or the Clean Ohio Revitalization, which funding shall be satisfactory to Buyer at its sole discretion.

(b) Seller's obligations to perform hereunder are expressly contingent and conditional upon the satisfaction of the following:

(i) Seller shall have reached an agreement, satisfactory to Seller in its sole discretion, with the Ohio EPA addressing the long-term environmental liability of Seller and their respective members, directors, shareholders, and/or successors with respect to the Property;

(ii) Buyer shall have provided to Seller all documents required of Buyer to be provided to Seller hereunder; and

(iii) The representations and warranties of Buyer contained in Section 7 shall be true and correct as of the Closing Date.

(c) The parties acknowledge that the conditions precedent set forth in subsection (a) above are for the benefit of Buyer and that the conditions precedent set forth in subsection (b) above are for the benefit of Seller.

(d) If conditions precedent set forth in subsection (a) or subsection (b) above are not satisfied, the party for whose benefit the condition precedent exists shall have the right to waive satisfaction thereof, in which event this Agreement shall proceed to Closing as otherwise provided herein.

12. Buyer's Put Option. The parties acknowledge that Buyer intends to redevelop the Property utilizing a grant or loan that has been applied for under either the Clean Ohio Assistance Fund or the Clean Ohio Revitalization Fund. If the requested grant or loan funding is not made available, Buyer shall be entitled, in its sole discretion, to require that Seller reacquire the property on terms and conditions that correspond to those set forth herein.

13. Notices. All notices and demands required or permitted by either party under this Agreement shall be served upon the other party by personal delivery, by registered or certified United States Mail, postage prepaid, return receipt requested, or by nationally recognized overnight courier (such as FedEx or UPS), addressed to the respective parties at their respective addresses as set forth below:

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To Seller: ~~Inderjit S. Soni~~
~~All State Antipollution Services, Inc.~~
~~3969 Congress Parkway~~ 18075 Chanticleer,
~~Richfield, Ohio 44286-9745~~ Chagrin Falls, Ohio 44023
~~Attn:~~

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with a copy to:	Robert A. Casarona, Esq. Roetzel & Andress, LPA One Cleveland Center 1375 East Ninth Street, 9th Floor Cleveland, OH 44114-1739
To Buyer:	Village of Richfield 4410 West Streetsboro Road P. O. Box 387 Richfield, Ohio 44286-0387 Attn: Mayor
with a copy to:	Charles T. Riehl, Esq. Walter & Haverfield LLP The Tower at Erieview 1301 East Ninth Street, Suite 3500 Cleveland, Ohio 44114-1821

Delivery shall be deemed complete on the earlier of actual receipt, duly receipted for, if personally delivered, or two (2) postal delivery days after mailing, or one (1) business day after deposit with an overnight courier. The addresses to which notices and demands shall be delivered or sent may be changed from time to time, by notice served as hereinabove provided by either party upon the other party.

14. Possession. Possession of the Property shall be delivered to Buyer on the Closing Date.

15. Time of Essence. Time is of the essence hereof.

16. Damage or Eminent Domain. In the event of damage to or destruction of all or any part of the Property (specifically excluding any environmental contamination) ("Damage"), or in the event of a taking of all or a portion of the Property in eminent domain proceedings, a sale in lieu thereof, or the threat thereof ("Taking"), prior to the Closing Date, Buyer shall have the option of (a) terminating this Agreement, or (b) permitting the purchase and sale transaction contemplated hereby to continue unaffected the net proceeds of any condemnation award, settlement, or compromise for the value of the Property taken or lost shall be shared by Buyer and Seller based on the value of Buyer's improvement of the Property and the value of the Property on the Commencement Date. Buyer shall have the right to prosecute its claim for an award based upon the value of its personal property taken.

17. Default.

(a) If Buyer defaults under this Agreement, Seller shall have the right to pursue any remedy available at law or in equity as a result of such default including, without limitation, the right to recover damages against Buyer for Buyer's default and/or to demand specific performance of this Agreement.

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(b) In the event that Seller fails to consummate this Agreement for any reason other than Buyer's default, Buyer shall be entitled to enforce specific performance of Seller's obligation to execute the documents required to convey the Property to Buyer, it being understood and agreed that the remedy of specific performance shall not be available to enforce any other obligation of Seller hereunder.

18. Governing Law. The parties hereto expressly agree that the terms and conditions of this Agreement, and the subsequent performance hereunder, shall be construed and controlled in accordance with the laws of the State of Ohio. Any court of competent jurisdiction within Summit County, State of Ohio shall be the proper forum for bringing an action to enforce or construe the provisions of this Agreement. If any court of competent jurisdiction is unable to construe any provision of this Agreement or holds any part thereof to be invalid, such holding shall in no way affect the validity of the remainder of this Agreement.

19. Assignment. This Agreement may not be assigned by either party without the written consent of the other, and any attempted assignment shall be deemed null and void.

20. Section Headings. All section headings and other titles and captions herein are for convenience only, do not form a substantive part of this Agreement and shall not restrict or enlarge any substantive provisions hereof.

21. Authority. The person executing this Agreement on behalf of each of the parties hereto warrants and represents to the other party that such person is duly authorized to execute this Agreement on behalf of such party, and that the execution hereof by such person on behalf of such party shall fully bind and obligate such party.

22. Pronouns. All pronouns and variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require.

23. Counterparts. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

24. Further Assurances. Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. Without limiting the generality of the foregoing, Buyer shall, if requested by Seller, execute acknowledgments of receipt with respect to materials delivered by Seller by Buyer with respect to the Property. The provisions of this Section 26 shall survive Closing.

25. Council Approval. Seller acknowledges that Buyer's authority to enter into this Agreement is specifically contingent upon and subject to, at Buyer's sole discretion, the approval of necessary legislation by Buyer's Council.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

SELLER:

ALL STATE ANTIPOLLUTION SERVICES, INC.

By: _____

Print Name: INDERJIT S. SUNI

Title: PRESIDENT

BUYER:

VILLAGE OF RICHFIELD, OHIO

By: _____
Michael K. Lyons, Mayor

And: Sandy Turk
~~Eleanor Lukovics~~, Finance Director
Sandy Turk

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FISCAL OFFICER'S CERTIFICATE

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FISCAL OFFICER'S CERTIFICATE

I hereby certify that certificates will be furnished on payment orders issued by All State Antipollution Services, Inc. under this contract and that sufficient money is in the treasury under this contract and that sufficient money is in the treasury or in the process of collection to the credit of the appropriate fund or division to discharge the VILLAGE'S obligation under this contract as authorized by Ordinance/Resolution No. 27-2010.

Sandy Sunk
Director of Finance