

CONSENT AGREEMENT

This Agreement is entered into by and between the Missouri Department of Natural Resources ("MDNR"), the Attorney General of Missouri, KHD Deutz of America Corporation ("KHD-DoA") (referred to herein as the "Performing Parties") and AGCO Corporation (exclusively with respect to Paragraph 10), (all of the above collectively referred to herein as the "Parties").

WHEREAS, KHD-DoA is the former parent of Deutz-Allis Corporation, which owned and operated a farm implement manufacturing facility at 627 South Cottage Avenue, Independence, Missouri, (the "Site") from May of 1985 to June 22, 1990, at which time the Site was acquired by the shareholders of Deutz-Allis, which is now a subsidiary of the AGCO Corporation ("AGCO");

WHEREAS, the Site is depicted in the map attached to this Agreement as Exhibit 1;

WHEREAS, prior to the purchase of the Site by Deutz-Allis in May of 1985, the Site had been utilized for the manufacturing of farm implements by Allis-Chalmers Corporation since the 1920s;

WHEREAS, AGCO currently owns the Site and conducts manufacturing operations at the Site;

WHEREAS, on December 29, 1989, MDNR issued Deutz-Allis an "Order to Abate Violations" (the "Abatement Order"), directing Deutz-Allis to abate certain alleged violations of the Missouri

Hazardous Waste Management Law of 1977, Section 260.350, et seq. RSMo., as amended, and the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., as amended, including, inter alia, storage of hazardous waste in a storage area (depicted in Exhibit 1 as the "Former Hazardous Waste Storage Area") for longer than 90 days without interim status or a permit;

WHEREAS, pursuant to a Settlement Agreement executed on June 4, 1990, Deutz-Allis submitted to the Missouri Attorney General's office a sum of \$38,751 in full payment of penalties for the alleged violations cited in the Abatement Order;

WHEREAS, by letter dated June 29, 1990, MDNR informed Deutz-Allis that it had fully discharged its obligations under the Abatement Order, which included removal of all wastes allegedly stored in excess of 90 days and installation of a new secondary containment structure for liquid hazardous wastes;

WHEREAS, on December 12, 1991, KHD-DoA submitted to MDNR a summary of soil and groundwater data collected by consultants for AGCO, which data indicates that hazardous constituents and hazardous substances are present at the Site;

WHEREAS, on November 16, 1993, KHD-DoA submitted to MDNR the results of a supplemental field study at the Site conducted by KHD-DoA's consultants, Shannon & Wilson, which study further delineated contamination at the Site, and in which Shannon & Wilson concluded that the "Former Hazardous Waste Storage Area" was the only contaminant source among the various contaminant sources identified by the supplemental field study and the prior

studies that has actively managed hazardous wastes since the RCRA regulations took effect on November 19, 1980;

WHEREAS, the prior studies and the supplemental field study are identified in Exhibit 2 attached hereto, and are collectively referred to in this Agreement as the "Site Characterization Reports."

WHEREAS, Section 260.350, et seq., RSMo. authorize MDNR to require closure and post-closure care for regulated hazardous waste management units and to require corrective action for solid waste management units;

WHEREAS, MDNR wishes for KHD-DoA to implement, and KHD-DoA wishes to implement a remedial program at the Site in an expeditious and effective manner consistent with human health and environmental safety (the "Remedial Program"), and to establish a process by which it can be determined that the Remedial Program has achieved objectives sufficient to serve as final remedies for Site conditions;

WHEREAS, the Performing Parties have agreed that the Remedial Program shall include (1) closure and post-closure care activities for the Former Hazardous Waste Storage Area that will meet performance standards as set forward herein; and (2) the design, implementation, operation, maintenance and monitoring of interim stabilization measures for contaminants from solid waste management units in other areas of the Site;

WHEREAS, on November 16, 1993, KHD-DoA submitted to MDNR a Conceptual Ground Water Remediation Design Evaluation and

Construction Schedule for a system to abate releases and reduce concentrations of hazardous constituents and hazardous substances at the Site (the "Preliminary Design Evaluation");

WHEREAS, MDNR agrees to review the Preliminary Design Evaluation and oversee the implementation of the Remedial Program by the use of MDNR staff or an outside consultant in return for reimbursement of its reasonable attendant costs.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Binding Agreement. Although it will not be filed with a court, this Agreement will be binding on the Performing Parties, and their successors and assigns (Paragraphs 1-21); and upon AGCO and its successors and assigns (Paragraph 10 only).

2. Closure Plan and Approval; MDNR Review of Site Characterization Reports.

A. Not later than 45 days after the effective date of this Agreement, KHD-DoA shall submit to MDNR a plan for closure of the Former Hazardous Waste Storage Area consistent with the requirements of 40 C.F.R. §§ 264.111(a) and (b), and of 264.178, each as incorporated by reference in 10 CSR 25-7.264(1) and modified at 10 CSR 25-7.264(2)(G) and 10 CSR 25-7.264(2)(I) (the "Closure Plan").

B. Not later than 180 days after KHD-DoA's submittal of the Closure Plan, MDNR shall notify KHD-DoA in writing (i) of its approval or disapproval of the Closure Plan; and (ii) whether additional information is necessary in order to facilitate

closure or post-closure care activities, to delineate the horizontal and vertical extent of contamination at the Site, or to identify or facilitate implementation of appropriate interim stabilization measures at the Site.

3. Closure Plan Implementation.

A. Not later than 45 days after receipt of MDNR's written approval of the Closure Plan, KHD-DoA shall commence implementation of the Closure Plan according to the schedule approved therein.

B. Not later than 45 days after completion of closure, KHD-DoA shall submit to MDNR a certification that the Former Hazardous Waste Storage Area has been closed in accordance with the approved closure plan. The certification will be signed by KHD-DoA and an independent registered professional engineer licensed in Missouri.

4. Additional Information.

A. Not later than 45 days after receipt of a written notice from MDNR pursuant to Paragraph 2.B.(ii) of this Agreement that additional data or information is required in order to characterize the Site or to identify or facilitate implementation of appropriate interim stabilization measures at the Site, KHD-DoA shall submit to MDNR a work plan for such additional investigation (the "Additional Investigation Work Plan"). The Additional Investigation Work Plan shall include a sampling and analysis Plan. The sampling and analysis plan shall include a diagram which indicates proposed sampling locations/depths.

B. Not later than 90 days after receiving KHD-DoA's Additional Investigation Work Plan, MDNR shall notify KHD-DoA of its approval or disapproval of the Work Plan.

C. Not later than 45 days after receiving approval of the Additional Investigation Work Plan, KHD-DoA shall commence implementation of the plan.

D. Not later than 45 days after completing all activities required by the Additional Investigation Work Plan, KHD-DoA shall provide MDNR with a report summarizing the additional investigation (the "Additional Investigation Report").

E. Not later than 90 days after receipt of the Additional Investigation Report, MDNR shall notify KHD-DoA of its approval or disapproval the Report.

5. Post-Closure Care Plan; Interim Measures Work Plan.

Not later than 60 days after having certified closure of the Former Hazardous Waste Storage Area and having received either (a) a determination by MDNR that no further information is required to characterize the Site or to identify appropriate stabilization measures, or (b) MDNR's approval of the Additional Investigation Report, KHD-DoA shall submit to MDNR a Post-Closure Care Plan and an Interim Measures Work Plan.

A. The Interim Measures Work Plan shall include the following sections:

- Interim Measures Objectives
- Interim Measures Alternatives
- Design Criteria for Chosen Alternative

- Preliminary Design Plans, Drawings and Specifications
- Preliminary Construction Schedule
- Operation and Maintenance Plan

B. The Post-Closure Care Plan shall address all relevant elements identified in 40 C.F.R. §§ 264.117 and 264.118(b), and in 264.178, as incorporated by reference in 10 CSR 25-7.264(1) and modified at 10 CSR 25-7.264(2)(G).

C. The Performing Parties intend that remediation of the Site be accomplished in an expeditious manner. In furtherance of this goal, the Performing parties agree that post-closure care be implemented at this Site pursuant to this Agreement rather than through a post-closure permit; provided that KHD-DoA is in compliance with the terms of this Agreement, including, without limitation, the requirement to provide progress reports as specified in Paragraph 11.

6. Pre Final Interim Measures Design Plans and Specifications.

A. Not later than 45 days after receipt of MDNR's written approval of the Interim Measures Work Plan and the Post-Closure Care Plan, KHD-DoA shall submit to MDNR a Pre-Final Interim Measures Design, which shall include the following components:

- Interim Measures Objectives
- Final "Construction Quality" Plans and Specifications
- Construction Quality Assurance Plan
- Field Sampling Plan

- Final Construction Schedule
 - Startup and Performance Testing
 - Effectiveness Monitoring Plan
 - Operation and Maintenance Plan
7. Final Interim Measures Design Plans and Specifications.

Not later than 45 days after receipt of MDNR's written approval of the Pre-Final design, KHD-DoA shall submit a Final Interim Measures Design, signed and sealed by an independent registered professional engineer licensed in Missouri, who shall certify that the design was prepared in accordance with this Agreement. Subject to the Dispute Resolution Provisions of Paragraph 13, this submittal shall include all documents included in the Pre-Final Interim Measures Design submittal as modified to address MDNR's comments.

8. Interim Measures Implementation and Reporting.

A. Not later than 45 days after receipt of MDNR's written approval of the Final Interim Measures Design, KHD-DoA shall commence construction of the design.

B. KHD-DoA shall implement the Interim Measures Design in accordance with the MDNR-approved Final Interim Measures Design.

C. Not later than 45 days after completion of the construction, startup, and performance testing activities specified in the Interim Measures Design, KHD-DoA shall submit to MDNR a Draft Interim Measures Implementation Report, including detailed post-construction operation and maintenance plan

(including monitoring); as-built drawings and a final engineering report (including all changes made to the Interim Measures Design during construction); and a certification by an independent registered professional engineer licensed in Missouri that the Interim Measures Design was implemented in accordance with the MDNR-approved Interim Measures Design Plan and the Interim Measures are performing adequately. The post-construction operations and maintenance plan, as built drawings, final engineering report, and certification must be prepared, signed, and sealed by an independent registered professional engineer licensed in Missouri.

D. Not later than 30 days after its receipt of the Draft Interim Measures Report, MDNR shall notify KHD-DoA in writing of its approval or disapproval of the Draft Interim Measures Report. Subject to the dispute resolution provisions of Paragraph 13, KHD-DoA shall submit a Final Interim Measures Implementation Report within 45 days of receipt of comments from MDNR.

9. Scope of KHD-DoA Undertaking.

It is the understanding of the Performing Parties that the purpose of the Remedial Program KHD-DoA shall undertake pursuant to the terms of this Agreement is to address releases of hazardous substances or hazardous constituents that occurred prior to the acquisition of the Site by AGCO on June 22, 1990 ("Existing Conditions"), and that KHD-DoA assumes no responsibility under this Consent Agreement for releases or

exacerbations of Existing Conditions caused by the actions or omissions of AGCO or its agents, employees, or contractors (collectively "AGCO representatives"), after that date, provided that, except in the event of a release reported to MDNR by AGCO or directly observed by MDNR, or an action specifically approved by MDNR pursuant to Paragraph 10 of this Agreement, KHD-DoA shall have the burden of establishing by a preponderance of evidence that such releases or exacerbations were caused by AGCO or an AGCO representative. Any dispute between KHD-DoA and MDNR as to whether conditions at the Site are the result of actions or omissions of AGCO shall be subject to the Dispute Resolution provisions of Paragraph 13 of this Agreement.

10. Access to the Site; AGCO Duty Of Cooperation; Construction.

A. Upon reasonable notice, AGCO shall grant KHD-DoA such reasonable access to the Site as is necessary for KHD-DoA to perform its obligations under this Agreement. Disruptions or interferences in operations which could potentially have a material adverse impact, financial or otherwise, on the existing business operations of AGCO shall not be considered reasonable, and AGCO and KHD-DoA shall cooperate in implementing the Remedial Program so as to minimize any such disruptions or interference with operations.

B. AGCO shall give access to the Site for any duly designated MDNR employee, consultant, contractor, agent or other State agency to observe/inspect all phases of the investigation

and remediation, including but not limited to, sampling, excavation, and verification sampling.

C. AGCO shall cooperate with KHD-DoA and with MDNR during the performance of Additional Investigations and throughout the duration of the Remedial Program developed pursuant to this Agreement, and shall not interfere with KHD-DoA's performance of its obligations under this Agreement. Provided that AGCO is in compliance with the requirements of this Paragraph 10, and subject to the provisions in Paragraph 9 of this Agreement, AGCO shall have no responsibility to KHD-DoA for performing remedial work for the conditions described in the Site Characterization Reports and any Additional Investigation Report. Notwithstanding any other provisions of this Agreement, MDNR reserves, and this Agreement is without prejudice to, the right of MDNR to commence an action or issue an administrative order seeking to compel AGCO to perform response actions at the Site or to reimburse MDNR for costs of response relating to releases or exacerbations of Existing Conditions caused by the actions or omissions of AGCO Representatives after June 22, 1990.

D. Upon written approval from MDNR, construction of new buildings or additions will be allowed on the Site provided that such construction will not result in:

- 1) A spread of contamination over additional portions of the Site or off-site;
- 2) An increase in human exposure to hazardous substances or hazardous constituents;

3) An increase in adverse environmental impacts;

or

4) A situation making investigation, remediation, closure, or post-closure care more difficult to undertake or complete.

Requests by AGCO for approval of such construction shall be accompanied by a detailed site description, a detailed description of the construction work planned, including any plans and specifications and designs prepared for the work, and an analysis of whether the construction might result in any of the consequences identified in subparagraphs D(1) to D(4) of this Paragraph 10. Not later than 45 days after its receipt of a written request for approval from AGCO, MDNR will provide AGCO and KHD-DoA with written notice of its approval or denial of the request. MDNR will approve requests that will not result in any of the consequences identified in subparagraphs D(1) to D(4) of this Paragraph 10.

11. Progress Reports.

KHD-DoA shall submit to the MDNR representatives identified in Paragraph 20 copies of written quarterly progress reports that: (i) describe the actions that have been taken toward achieving compliance with this Agreement during the previous quarter; (ii) include all results of sampling and tests and all other data received or generated by KHD-DoA or KHD-DoA's contractors or agents in the previous quarter including quality assurance/quality control information conducted pursuant to this

Agreement; (iii) identify all work plans, reports, and other deliverables required by this Agreement that were completed and submitted during the previous quarter; (iv) describe all actions, including, but not limited to, data collection and implementation of work plans, that are scheduled for the next quarter and provide other information, if any, relating to the progress at the Site; (v) include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of KHD-DoA's obligations under the Agreement, and efforts made to mitigate those delays or anticipated delays; (vi) include any modifications to any work plans that KHD-DoA has proposed to MDNR or that MDNR has approved. KHD-DoA shall submit these progress reports to MDNR within fifteen days after each quarter following the effective date of this Agreement. For purposes of Paragraph 12, progress reports are not considered to be submittals which require MDNR approval.

12. Review of Submittals.

A. 1) MDNR shall review each of the submittals KHD-DoA makes pursuant to this Agreement to determine whether it was prepared, and whether the work done to generate the data and other information in the submittal was done, in accordance with this Agreement. MDNR shall notify KHD-DoA in writing of its approval or disapproval of the submittal. All MDNR-approved submittals shall be incorporated into and become an enforceable part of this Agreement.

2) (a) If MDNR disapproves a submittal, it shall so notify KHD-DoA in writing, shall specify the reasons for its disapproval, and shall suggest modifications. Not later than 45 days after receiving written notice that KHD-DoA's submittal has been disapproved, KHD-DoA shall make a revised submittal to MDNR that addresses all of MDNR's stated reasons for disapproving the first submittal.

(b) Not later than thirty days after receiving the revised submittal, MDNR shall notify KHD-DoA in writing of its approval or disapproval. Failure by MDNR to provide written comments within the timeframes specified in Paragraph 12 shall not constitute approval of the submittal. If MDNR and KHD-DoA cannot reach agreement on the adequacy of a revised submittal, either Party may invoke the Dispute Resolution Provisions in Paragraph 13. If MDNR approves the revised submittal, it shall be incorporated into and become an enforceable part of this Agreement.

B. MDNR may require KHD-DoA to modify and/or amplify and expand a submittal if MDNR determines, as a result of reviewing data generated by an activity required under this Agreement, that further work is necessary. Any requirement to modify, amplify, or expand a submittal shall be subject to the dispute resolution provisions in Paragraph 13.

13. Dispute Resolution.

The following matters shall be subject to the Dispute Resolution provisions of this Paragraph 13: (a) the meaning,

application, interpretation, amendment, or modification of this Agreement; (b) MDNR's proposed requests to modify, amplify, or expand any submittal hereunder; (c) MDNR's requests for cost reimbursement, (d) whether conditions at the Site are the result of actions or omissions of AGCO; or (e) any other matter that the Performing Parties agree to resolve pursuant to the Dispute Resolution provisions of this Paragraph 13.

Such disputes shall in the first instance be the subject of informal negotiations between the Performing Parties. If agreement is not reached within fifteen days, however, KHD-DoA may request a meeting between the President of KHD-DoA and the Director of the Hazardous Waste Program. If the President of KHD-DoA and the Director of the Hazardous Waste Program do not reach an agreement within 15 days, either KHD-DOA or MDNR may request a determination by the Director of the MDNR. All determinations made by the Director of the Hazardous Waste Program or the Director of the MDNR shall be in writing and shall specify the reasons therefor. If KHD-DoA does not agree with the determination of the Director of the MDNR regarding the matter in dispute, KHD-DoA shall give prompt notice to MDNR and may seek a determination by the Missouri Hazardous Waste Commission.

Within ten calendar days after service of notice of dispute pursuant to this paragraph, the party which gave the notice shall serve on the other party a written statement of the issues in dispute, the relevant facts upon which the dispute is based, and factual data, analysis or opinion supporting its

position, and all supporting documentation on which such party relies (the "Statement of Position"). The other party shall serve its Statement of Position, including supporting documentation, no later than ten calendar days after receipt of the complaining party's statement of Position. In the event that these ten-day time periods for exchange of statement of position may cause a delay in the work being performed under this Agreement, the time periods may be shortened upon and in accordance with notice by MDNR; provided, however, that the time period applicable to actions by MDNR shall not be longer than the time period for actions by Respondent.

An administrative record of any dispute under this paragraph shall be maintained by MDNR. The record shall include the written notification of such dispute, the Statements of Position served pursuant to the preceding subparagraph, and any other relevant information.

Upon review of the administrative record, the Hazardous Waste Management Commission shall issue a final decision and order resolving the dispute. The Commission's final determination shall be deemed final for purposes of judicial review.

During the pendency of Dispute Resolution proceedings, KHD-DoA shall continue to perform work under the Agreement that is unaffected by the controversy, and MDNR shall not seek to impose penalties or pursue enforcement proceedings regarding the matter in controversy unless the matter in controversy poses the

risk of an imminent and substantial endangerment to human health or the environment.

14. Deadlines.

A. KHD-DoA shall not suffer any penalty or other sanction for failure to meet the deadlines in this Agreement.

B. The MDNR shall not suffer any penalty or other sanction for failure to meet the deadlines in this Agreement.

C. The MDNR may require that KHD-DoA submit a revised schedule according to the provisions of Subparagraph 21.F.

15. Reimbursement of MDNR's Oversight Costs.

A. MDNR shall bill KHD-DoA on a quarterly basis for the costs of MDNR or its consultants in overseeing the performance of this Agreement. Subject to subparagraph C of this Paragraph 15 and the dispute resolution procedures in Paragraph 13, KHD-DoA shall remit payment within 60 days.

B. Oversight costs for MDNR staff shall be billed at the rate of Two and One-Half (2-1/2) times actual hourly work as reflected in time sheets. Documentation of oversight costs for MDNR staff shall consist of an accounting of the number of hours worked, and the rate of pay of each person involved in the project. Upon request, MDNR will provide KHD-DoA with a copy of redacted time sheets for the tasks performed, eliminating social security numbers and home addresses of MDNR employees.

C. KHD-DoA may object to costs on the grounds that the cost documentation contains errors; the costs are not related to MDNR's activities concerning the Site; or the work for which

reimbursement is sought was not necessary. Examples of unnecessary work shall include, but not be limited to, oversight work which substantially duplicates work previously completed by Hazardous Waste Program staff, or field work that substantially duplicates work performed by KHD-DoA. MDNR shall have the authority to relieve KHD-DoA of the obligation to pay any disputed costs, or any portion of them. If after KHD-DoA submits such objections, MDNR does not agree to relieve KHD-DoA of the disputed costs; the matter will be the subject to dispute resolution under Paragraph 13 of this Agreement. Provided that pending dispute resolution, KHD-DoA deposits any disputed costs in excess of \$5,000 into an interest bearing escrow account, KHD-DoA's failure to pay disputed costs pending dispute resolution shall not be considered a violation of this Agreement.

16. Permits.

Except as provided in Paragraph 5.C, all necessary permits shall be KHD-DoA's responsibility. Upon execution of this Agreement, KHD-DoA may include in its permit applications a copy of this Agreement.

17. Completion.

A. Upon request by KHD-DoA supported by monitoring data required by the Post-Closure Care Plan and the Final Interim Measures Design, MDNR shall make a determination as to whether the Remedial Plan has met the objectives of the Closure Plan, the Final Interim Measures Design, and the Post-Closure Care Plan, and whether post-closure care can be terminated pursuant to the

standard set forth in 40 C.F.R. § 264.117(a)(2)(i) as incorporated by reference in 10 CSR 25-7.264(1) and modified at 10 CSR 25-7.264(2)(G).

B. MDNR will issue a letter to KHD-DoA stating that KHD-DoA need not take any further remedial action or monitoring activity at the Site related to any contamination identified in the Site Characterization Reports or any Additional Investigation Report (the "Completion Letter"), provided that:

1) KHD-DoA has complied with all provisions of this Agreement;

2) Remedial action has been taken in accordance with the approved Closure Plan, Final Interim Measures Design, and Post-Closure Care Plan and post-closure care can be terminated pursuant to the standard set forward in subparagraph 17.A; and

3) All applicable oversight fees have been remitted to MDNR. The pendency of dispute resolution with respect to disputed amounts over \$5,000 for which KHD-DoA has made deposits into an escrow account pursuant to Paragraph 15.C of this Agreement shall not preclude issuance of the Completion Letter.

18. Covenant Not to Sue.

A. In consideration of the actions that will be performed and the payments that will be made by KHD-DoA, under the terms of the Agreement, and except as specifically provided in subparagraphs B, C, and D of this Paragraph 18, MDNR covenants

not to sue or to take administrative action against KHD-DoA pursuant to Section 107(a) of CERCLA, §260.350 et seq., RSMo and §260.435, et seq., RSMo, relating to the Site. These covenants not to sue shall take effect upon execution of this Agreement by KHD-DoA, MDNR, and the Missouri Attorney General's Office. These covenants not to sue are conditioned upon the complete and satisfactory performance by KHD-DoA of its obligations under this Agreement. These covenants not to sue extend only to KHD-DoA and do not extend to any other person.

B. MDNR's Pre-Completion Reservations.

Notwithstanding any other provisions of the Agreement, MDNR reserves, and this Agreement is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel KHD-DoA 1) to perform further response actions relating to the Site or 2) to reimburse MDNR for additional costs of response if, prior to final Completion:

- (1) Conditions at the Site, previously unknown to MDNR are discovered after the entry of this Agreement, or
- (2) information is received, in whole or in part, after the entry of this Agreement, and

the previously unknown conditions or this information together with any other relevant information indicates that the cleanup is not protective of human health or the environment.

C. MDNR's Post-Completion Reservations.

Notwithstanding any other provision of this Agreement, MDNR reserves, and this Agreement is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel KHD-DoA 1) to perform further response actions relating to the Site or 2) to reimburse MDNR for additional costs of response if, subsequent to final Completion:

- (1) Conditions at the Site, previously unknown to MDNR, are discovered after final Completion,
or
- (2) information is received, in whole or in part,
after final Completion, and

these previously unknown conditions or this information together with any other relevant information indicates that the cleanup is not protective of human health or the environment.

D. For purposes of Paragraph 18.B., the information previously received by and the conditions known to MDNR shall include only that information and those conditions set forth in the administrative record for the Site which is in MDNR's possession as of the date this Agreement is executed. For purposes of Paragraph 18.C., the information previously received by and the conditions known to MDNR shall include only that information and those conditions set forth in the administrative record and any information received by MDNR pursuant to the requirements of this Agreement prior to the final Completion.

E. General Reservations of Rights. The covenants not to sue set forth above do not pertain to any matters other than those expressly specified in Paragraph 18.A. MDNR reserves, and this Agreement is without prejudice to, all rights against KHD-DoA with respect to all other matters, including but not limited to, the following:

1) claims based on a failure by KHD-DoA to meet a requirement of this Agreement;

2) liability arising from past, present, or future disposal, release, or threat of release of hazardous substances as defined in section 101 of CERCLA other than at the Site;

3) liability for damages for injury to, destruction of, or loss of natural resources;

4) criminal liability; and

5) liability for violations of federal or state law which occur during or after implementation of the cleanup.

F. Notwithstanding any other provision of this Agreement, MDNR retains all authority and reserves all rights to take any and all response actions authorized by law.

19. KHD-DoA's Reservation of Rights.

Except as specifically provided in this Agreement, nothing contained in this Agreement shall be construed as barring, diminishing, adjudicating, or in any way affecting any rights KHD-DoA may have, including, but not limited to nor exemplified by, the following:

(i) KHD -DoA's right to seek judicial review of any decisions of MDNR or the Director under this Agreement

(ii) KHD-DoA's right to seek a stay of enforcement of any order of MDNR;

(iii) KHD-DoA's right to oppose the imposition or amount of penalties assessed by MDNR pursuant to or with respect to KHD-DoA's obligations under this Agreement;

(iv) KHD-DoA's rights to seek injunctive, declaratory, compensatory, or other appropriate relief from AGCO for releases of hazardous substances or hazardous constituents that have occurred as a result of the actions or omissions of AGCO or its agents, employees, or contractors, during the period of AGCO's ownership of the Site;

(v) KHD-DoA's right to recover from other potentially responsible parties remedial and response costs incurred in connection with the Site, including but not limited to the costs of compliance with this Agreement.

(vi) all defenses, claims, demands and causes of action against any other person that KHD-DoA may have with respect to any matter, action, event, claim, or proceeding relating in any way to the Site.

20. Communications.

A. All written communications required by this Order shall be transmitted by United States Postal Service, by private courier service, or hand delivered as follows:

B. Communication from KHD-DoA shall be addressed to the MDNR's attorney:

Shelley A. Woods, Esq.
Assistant Attorney General
Missouri Department of Natural Resources
P.O. Box 899
Jefferson City, Missouri 65102

With a copy to:

Director, Hazardous Waste Program
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, Missouri 65102

C. Copies of work plans and reports shall be submitted as follows:

2 copies (one unbound) to:

Director, Hazardous Waste Program
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, Missouri 65102

D. Communication to be made from MDNR to KHD-DoA shall be sent to:

Alex E. Wehner, Esq.
Secretary and General Counsel
KHD Deutz of America Corporation
3883 Steve Reynolds Boulevard
Norcross, GA 30093

With copies to:

Donald J. McQueen, P.G.
Shannon & Wilson
11500 Olive Blvd., Suite 276
St. Louis, Missouri 63141

Mark C. Pennington, Esq.
Morgan, Lewis, & Bockius
101 Park Avenue
New York, New York 10178

E. Communication to be made from MDNR to AGCO shall be sent to:

Michael F. Swick
General Counsel
AGCO Corp.
4830 River Green Parkway
Duluth, GA 30136

F. MDNR, KHD-DoA, and AGCO reserve the right to designate additional or different addressees for communication or written notice.

21. Miscellaneous.

A. Generator Requirements. KHD-DoA shall be responsible for complying with all applicable requirements for generators of hazardous waste associated with activities under this Agreement, including proper handling, transporting and disposal of hazardous waste contaminated soil, and compliance with manifesting and land-ban regulations.

B. Test Methods. Testing methods for all soil and groundwater samples generated during the remediation and monitoring shall be according to EPA Standard Laboratory Test Methods.

C. Access to Neighboring Properties. KHD-DoA shall use best efforts to obtain, and MDNR shall assist KHD-DoA in negotiating with adjacent property owners to obtain whatever easements, rights-of-way, rights-of-entry, or other access arrangements, are necessary for KHD-DoA to perform its obligations under this Agreement. If any access required to perform KHD-DoA's responsibilities under this Agreement is not

obtained despite best efforts, KHD-DoA shall promptly notify MDNR, and shall include in that notification a summary of the steps KHD-DoA has taken to attempt to obtain access.

KHD-DoA shall make all reasonable efforts to gain entry to areas in the vicinity of the Site for any duly designated MDNR employee, consultant, contractor, agent or other State agency to observe/inspect all phases of the investigation and remediation, including but not limited to, sampling, excavation, and verification sampling. KHD-DoA agrees that it will not prevent MDNR from entering, for the purposes described in this subparagraph C, those areas of the adjacent properties to which KHD-DoA has been granted access.

D. Split Samples. Where requested, KHD-DoA shall provide split samples to MDNR.

E. "Days." All references to "days" in this Agreement are to calendar days unless otherwise specified.

F. Complete Agreement. The terms of this Agreement shall constitute the complete and entire Agreement between KHD-DoA and MDNR concerning the Site. No term, condition, understanding, or agreement purporting to modify or vary any term of this Agreement shall be binding unless made in writing and subscribed by the party to be bound.

If KHD-DoA or AGCO desires that any provision of this Agreement be changed, KHD-DoA or AGCO shall make timely written application to the Director of the Hazardous Waste Program setting forth reasonable grounds for the relief sought.

G. No Admission. Nothing contained herein shall be construed as an actual or implied admission by KHD-DoA of any nature.

H. Effective Date. This Agreement shall be effective on the date of the last signature hereto.

MISSOURI DEPARTMENT
OF NATURAL RESOURCES

KHD DEUTZ OF AMERICA
CORPORATION

[Original signed by David A. Shorr]

[Original signature illegible]

By: _____
Title: Director
Date: 9-30-94

By: _____
Title: President
Date: 8-2-1994

JEREMIAH W. ("JAY") NIXON
ATTORNEY GENERAL

AGCO CORPORATION

[Original signed by Shelley A. Woods]

[Original signature illegible]

By: _____
Assistant Attorney General
Date: September 8, 1994

By: _____
Title: Chairman
Date: 9-7-94

(Acknowledging the Obligations
Set Forth in Paragraph 10
hereof.)