

IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO

STATE OF OHIO, ex rel. DAVE YOST,  
OHIO ATTORNEY GENERAL,

Plaintiff,

v.

CLOSED LOOP REFINING AND RECOVERY,  
INC., et al.,

Defendants.

Case No. 23CV007472

Hon. Andria C. Noble

**Joint Motion for Entry of Consent Order between State of Ohio, and  
Defendants Garrison Southfield Park LLC, and Olymbec USA**

On October 19, 2023, the State filed a complaint against Defendants Closed Loop Refining and Recovery, Inc.; Closed Loop Glass Solutions, LLC; Garrison Southfield Park LLC, and Olymbec USA LLC. The State has settled its claims against Garrison and Olymbec, and therefore the State, Garrison, and Olymbec ask the Court to approve the attached Consent Order resolving the State’s claims against those Defendants. (The State’s claims against Defendants Closed Loop Refining and Recovery, Inc. and Closed Loop Glass Solutions, LLC remain pending.)

Respectfully submitted,

DAVE YOST  
OHIO ATTORNEY GENERAL

/s/ Jack A. Van Kley  
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Trial Attorney  
Van Kley Law, LLC  
132 Northwoods Blvd., Suite C-1

/s/ Ian F. Gaunt  
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/s/ Karl R. Heisler

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110 N. Wacker Drive, Suite 3800  
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Southfield Park LLC*

/s/ Daniel A. Brown

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*Counsel for Plaintiff, the State of Ohio*

# Exhibit 1

Consent Order between Plaintiff  
State of Ohio, and Defendants  
Garrison Southfield Park LLC,  
and Olymbec USA LLC

**IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO**

STATE OF OHIO, ex rel. DAVE YOST,  
OHIO ATTORNEY GENERAL,

Plaintiff,

v.

CLOSED LOOP REFINING AND RECOVERY,  
INC., et al.,

Defendants.

Case No. 23CV007472

Hon. Andria C. Noble

**CONSENT ORDER BETWEEN PLAINTIFF, THE STATE OF OHIO, AND  
DEFENDANTS GARRISON SOUTHFIELD PARK LLC AND OLYMBEC USA LLC**

The State of Ohio, by its Attorney General (“Plaintiff”/“the State”) and at the written request of the Director of the Ohio Environmental Protection Agency (“the Director”), has filed a Complaint seeking injunctive relief and civil penalties against Defendants Garrison Southfield Park LLC (“Garrison”) and Olymbec USA LLC (“Olymbec,” along with Garrison referred to as the “Defendants”) for violations of Ohio’s hazardous waste pollution control laws under R.C. Chapter 3734 and the rules adopted thereunder concerning the Defendants’ ownership and operation of a hazardous waste facility. The State and the Defendants have consented to the entry of this Order.

During the resolution of the State’s claims against Defendants, Defendants conducted removal activities at the Site, as defined below. Based upon this work conducted by the Defendants, including sampling and cleanup, the Parties have agreed that no further work at the Site is needed to address the hazardous waste violations. Defendants also submitted clean-up plans, which Ohio EPA determined met the closure performance standard as defined in Ohio Adm. Code

3745-55-11(A) and (B). Ohio EPA has previously reviewed the Closure Plans attached as Exhibits A, B, and C, and confirms that the plans meet the substantive requirements of Ohio Adm. Code 3745-55-11 through 3745-55-15. Section VI (Permanent Injunction) of the Consent Order requires Defendants to formally submit those plans in accordance with the closure plan approval process under Ohio Adm. Code Chapter 3745-55. The Parties agree that the work required by the Closure Plans attached as Exhibits A, B, and C has been completed and that post-closure plans and post-closure care are not required. Defendants' full compliance with Section VI (Permanent Injunction) of the Consent Order shall be deemed to be full compliance with Ohio's hazardous waste facility closure plan requirements.

Therefore, without trial, admission, or determination of any issue of fact or law and with the consent of the Settling Parties hereto, it is ORDERED, ADJUDGED, AND DECREED:

#### **I. DEFINITIONS**

1. As used in this Order, the following terms are defined:
  - a. "Closure Plan" means a closure plan that has been submitted in accordance with Ohio Adm. Code 3745-55-10 through 3745-55-15 and is ultimately approved by the Director. The approved closure plan may be a closure plan approved by the Director as submitted by Defendants, or a closure plan approved by the Director after being submitted by Defendants and modified by the Director.
  - b. "Defendants" means Defendants Garrison Southfield Park LLC and Olymbec USA LLC.
  - c. "Director" means the Director of the Ohio Environmental Protection Agency ("Ohio EPA") or the Director's designee.
  - d. "Effective Date" means the date this Order is filed.

- e. “Settling Parties” means Plaintiff, the State of Ohio, and Defendants, Garrison Southfield Park LLC and Olymbec USA LLC.
- f. “Person” means an individual, public or private corporation, business trust, estate, trust, partnership, association, federal government or any agency thereof, municipal corporation or any agency thereof, political subdivision or any agency thereof, public agency, interstate body created by compact, any other entity, and other officers, agents, employees, attorneys, and/or those in active concert or participation with any of them.
- g. “Sites” means 1655 Watkins Road, Columbus, Ohio 43207, parcel ID 010-010674-00, formerly owned by Garrison Southfield Park LLC, and 1675 Watkins Road, Columbus, Ohio 43207, parcel ID 010-001672-00, formerly owned by Garrison Southfield Park LLC (together, “the Watkins Road Site”), and 2200 Fairwood Avenue, Columbus, Ohio 43207, parcel ID 010-035846-00, currently owned by Olymbec USA LLC (“the Fairwood Avenue Site”).
- h. “State” means Plaintiff State of Ohio, by and through its Attorney General, Dave Yost at the written request of the Director of the Ohio Environmental Protection Agency.
- i. “Order” refers to this Order.

## **II. JURISDICTION AND VENUE**

2. The Court has jurisdiction over the Settling Parties and the subject matter of this action under R.C. Chapter 3734. The Complaint states a claim upon which relief can be granted. Venue is proper in this Court. Defendants consent to the Court’s jurisdiction to enter or enforce this Order.

### **III. PARTIES BOUND**

3. Defendant Garrison is a limited liability company incorporated in the State of Delaware and registered with the Secretary of State to do business in Ohio.

4. Defendant Olymbec is a limited liability company incorporated in the State of Delaware and registered with the Secretary of State to do business in Ohio.

5. This Order shall apply to and be binding upon the State of Ohio and Defendants, and, to the extent consistent with Civ. R. 65(D), on their agents, officers, employees, contractors, assigns, and successors in interest, and those persons in active concert or participation with Defendants who receive actual notice of this Order whether by personal service, by public record filed in the county land record, or otherwise. Defendants shall provide a copy of this Order to any corporate successor in interest and to each key employee, consultant, or contractor of Defendants retained to perform work necessary to effectuate the terms of this Order or to operate the Site.

6. This Order is in settlement and compromise of disputed claims, and nothing in this Order is to be construed as an admission of any facts or liability.

7. If insolvency, bankruptcy, or other failure occurs to a Defendant, that Defendant must pay the remaining unpaid balance of the total payment required by Section VII.

### **IV. SATISFACTION OF LAWSUIT AND RESERVATION OF RIGHTS**

8. The Plaintiff alleges that Defendants are responsible for violations of the hazardous waste pollution control laws of the State of Ohio under R.C. Chapter 3734. Defendants deny all such allegations. Compliance with this Order shall constitute full satisfaction of any civil liability of Defendants to Plaintiff for the claims alleged in Plaintiff's Complaint and for all claims against Defendants known to the State of Ohio arising under R.C. Chapter 3734 and the Comprehensive

Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended, 42 U.S.C. § 9601 et seq., and their implementing regulations.

9. Nothing in this Order, including the imposition of stipulated civil penalties for violations of this Order, shall limit the authority of the State of Ohio to:

- a. Seek any legal or equitable relief or civil penalties from Defendants or any other appropriate person for any claims or violations not alleged in the Complaint;
- b. Seek any legal or equitable relief or civil penalties from Defendants or any other appropriate person for claims, conditions, or violations that occur on or exist after the entry of this Order;
- c. Enforce this Order through a contempt action or otherwise seek relief for violations of this Order;
- d. Take any future legal or equitable against any appropriate person, including Defendants, to eliminate or mitigate conditions at the Site that may present a threat to public health or welfare or to the environment in derogation of applicable laws and rules, which State of Ohio has the authority to enforce; and/or
- e. Bring any action against Defendants or against any other person, under CERCLA to recover natural resource damages.

10. This Order does not waive, abridge, settle, compromise, or otherwise impact any other claims in law or equity that the State of Ohio or other persons may have against Defendants.

11. Except for the signatories to the Order, and the provisions of Section V, nothing in this Order shall constitute or be construed as satisfaction of civil liability, a covenant not to sue, and/or a release regarding the claims alleged, against any person not a signatory to this Order for any



liability such non-signatory may have arising out of matters alleged in the Complaint. The State of Ohio also specifically reserves its right to sue any entity that is not a signatory to this Order.

12. Nothing in this Order shall relieve Defendants of their obligations to comply with applicable federal, state, or local statutes, regulations, rules, or ordinances.

13. Nothing herein shall restrict the right of Defendants to raise any administrative, legal, or equitable defense with respect to such further actions reserved by the State in this Section. However, with respect to the actions reserved by the State in this Section, Defendants shall not assert and/or maintain, any defense or claim of waiver, res judicata, collateral estoppel, issue preclusion, claim splitting, or other defenses based on any contention that Plaintiff's claims in any subsequent judicial or administrative proceeding could or should have been brought in this case.

**V. INTENDED THIRD-PARTY BENEFICIARIES**

14. The persons identified on Exhibit A hereto (referred to as “Intended Third-Party Beneficiaries”) have contributed funds or like-kind services that were used to clean up the Site pursuant to settlement agreements filed in and approved by the court in cases *Garrison Southfield Park LLC v. Closed Loop Refining and Recovery, Inc., et al.*, Case 2:17-cv-00783-EAS-EPD (S.D. Ohio), and *Olymbec USA, LLC v. Closed Loop Refining and Recovery, Inc., et al.*, Case No. 2:19-cv-1041-EAS-EPD (S.D. Ohio) (the “Federal Lawsuits”). In recognition of this fact, the State hereby covenants not to sue the Intended Third-Party Beneficiaries for the claims alleged in the Complaint and for any liability known to the State under CERCLA, subject to the exceptions in Paragraph 9.

15. The State also agrees that it will not object to the settlement agreements approved by the court in the Federal Lawsuits or to that court’s provision of contribution protection to the Intended Third-Party Beneficiaries under CERCLA Section 113(f)(1), 42 U.S.C. § 9613(f)(1). The State

also intends this Order, once approved and entered by the Court, to constitute a judicially approved settlement of the liability of the Defendants and the Intended Third-Party Beneficiaries to the State such that they are entitled to contribution protection pursuant to Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2).

16. The Intended Third-Party Beneficiaries are third-party beneficiaries of this Order with respect to this Section V only.

#### **VI. PERMANENT INJUNCTION**

17. Each Defendant is ordered and permanently enjoined to comply fully with R.C. Chapter 3734 and the rules thereunder in connection with the Sites.

18. Each Defendant has prepared approvable Closure Plan(s) to address the violations described in paragraph 8 of this Consent Order and attached to this Consent Order as follows:

- a. Closure Plan for 1655 Watkins Road (attached as Exhibit A),
- b. Closure Plan for 2200 Fairwood Avenue (attached as Exhibit B), and
- c. Closure Plan for 1675 Watkins Road (attached as Exhibit C).

19. Each Defendant shall implement its Closure Plan(s) once approved by Ohio EPA in accordance with applicable provisions in Ohio Adm. Code 3745-55-10 through 3745-55-20, and follow the administrative processing requirements contained in Ohio Adm. Code 3745-66.

- a. Within 30 days of receipt of notice of approval by Ohio EPA of the Closure Plans, either as originally submitted, as revised, or as revised and modified, each Defendant is ordered and enjoined to implement the approved Closure Plan(s) of the Watkins Road Site and the Fairwood Avenue Site in the manner and in accordance with the time frames set forth in the approved Closure Plans.
- b. If a Defendant is required to submit an amended Closure Plan to Ohio EPA, the

Closure Plan shall be amended in accordance with Ohio Adm. Code 3745-55-12(C). Ohio EPA will approve, revise, or revise and modify the amended Closure Plan, and the Defendant shall implement the approved amended Closure Plan.

c. Within thirty (30) days of Ohio EPA's approval of the Closure Plan, establish liability coverage in accordance with Ohio Adm. Code 3745-55-47, if the approved Closure Plan requires additional work at the site(s).

d. Within ninety (90) days of Ohio EPA's approval of the Closure Plan, comply with the closure cost estimate and financial assurance requirements including any annual updates in accordance with Ohio Adm. Code 3745-55-41 through 3745-55-43.

e. Each Defendant is ordered and enjoined to amend the approved Closure Plans pursuant to Ohio Adm. Code 3745-55-12 whenever:

- i. Changes in operating plans or facility design affect the Closure Plan, or there is a change in the expected year of closure, if applicable; or
- ii. In conducting partial or final closure activities, unexpected events require a modification of the Closure Plan.

20. Within thirty (30) days of completion of closure, each Defendant is ordered and enjoined to submit certification of closure to Ohio EPA, pursuant to Ohio Adm. Code 3745-55-15, and a survey plat, pursuant to Ohio Adm. Code 3745-55-16 (if required by rule).

21. All closure plans developed for the Site shall be enforceable under this Order as though fully incorporated herein.

22. Nothing in this Section shall limit Defendants' or any other entity's rights to appeal any final action of the Director regarding approval, denial or approval with conditions of the Closure Plan to the Environmental Review Appeals Commission.

23. If a Defendant fails to comply with any of the requirements of the injunctive relief related to hazardous waste compliance, the Plaintiff reserves its rights to exercise its lawful authority to require that Defendant to perform full closure of all hazardous waste units at the Site owned by that Defendant, pursuant to R.C. Chapter 3734.

**VII. PAYMENTS**

24. Under R.C. 3734.13 and R.C. 3734.21, Defendant Garrison is ordered to pay \$200,000, and Defendant Olymbec is ordered to pay \$50,000, in settlement of the State’s claims for civil penalties, subject to the provisions in this Section. The State has agreed to accept reduced civil penalties from the Defendants because Defendants have incurred over \$1.4 million in unrecoverable removal costs at the Site as well as several millions of dollars in unrecoverable litigation costs to prosecute CERCLA cost recovery actions involving over 50 defendants in the U.S. District Court for the Southern District of Ohio. See *Garrison Southfield Park LLC v. Closed Loop Refining and Recovery, Inc., et al.*, Case 2:17-cv-00783-EAS-EPD (S.D. Ohio), and *Olymbec USA, LLC v. Closed Loop Refining and Recovery, Inc., et al.*, Case No. 2:19-cv-1041-EAS-EPD (S.D. Ohio) (collectively resulting in over \$15 million in judicially-approved settlements, with all settlement proceeds allocated to removal activities at the Site). Full payments shall be made within thirty (30) days of entering this Order. Such payments shall be made by delivering to Hannah Smith, Paralegal, or her successor, Office of the Attorney General of Ohio, Environmental Enforcement Section, 30 East Broad Street, 25th Floor, Columbus, Ohio 43215, certified checks for the appropriate amounts, payable to the order of “Treasurer, State of Ohio.” All monies shall be deposited into the environmental protection remediation fund as described in R.C. 3734.281.

25. If full payment of the civil penalty and any other amount due under this Consent Order is not received by the State in accordance with the terms of this Consent Order, the remaining unpaid

balance of the total civil penalty and any other amount due, plus applicable interest under R.C. 131.02(D), shall become immediately due and owing. The remaining unpaid balance and any delinquent payments shall accrue interest at the rate per annum required by R.C. 5703.47 calculated from the Effective Date of this Order. Nonpayment of the civil penalty is subject to the provisions of Section VIII, Stipulated Penalties

26. If any amount is not paid in accordance with the terms of this Consent Order, the Attorney General may collect that amount under R.C. 131.02. Pursuant to R.C. 109.081, in addition to the outstanding balance due under this Consent Order, collection costs of ten percent shall be owing and fully recoverable from each defaulting Defendant to be paid into the State Treasury to the credit of the Attorney General Claims Fund.

27. The State reserves the right to file a certificate of judgment lien against any Defendant for the remaining unpaid balance of the total civil penalty owed by that Defendant, plus applicable statutory interest and collection costs, if the full civil penalty payment is not paid according to the schedule in this Order. Defendants shall not be permitted to claim a force majeure as an excuse for any untimely payment or partial payment of an amount less than the full civil penalty as specified in this Order.

28. Each Defendant, by making the payment required of that Defendant under this Section, satisfies whatever obligations that this Defendant has now or may have in the future to pay costs related to the Site to the State, including Ohio EPA and the Ohio Attorney General's Office, except for any costs arising out of that Defendant's future activity undertaken at the Site, if any, which may present a threat to the public health, safety, welfare, or environment, as described in Paragraph 9(d).

### VIII. STIPULATED PENALTIES

29. If any Defendant fails to comply with any of the requirements of this Order, that Defendant shall pay stipulated penalties under the following schedule for each failure to comply:

- i. Defendant shall pay three hundred dollars (\$300.00) per day for each day any requirement of this Order is violated up to the first thirty (30) days of violation;
- ii. For each day any requirement of this Order is violated between thirty (30) days and ninety (90) days of violation, Defendant shall pay six hundred dollars (\$600.00) per day;
- iii. For each day any requirement of this Order is violated greater than (90) days of violation, Defendant shall pay one thousand dollars (\$1,000.00) per day.

30. Stipulated penalties due under this Order shall be immediately due and owing without demand by the State and shall be paid by check or money order, payable to “Treasurer, State of Ohio” and delivered to Hannah Smith, Paralegal, or her successor at the Office of the Attorney General of Ohio, Environmental Enforcement Section, 30 East Broad Street, 25th Floor, Columbus, Ohio 43215.

31. Defendants’ payment and Plaintiff’s acceptance of such stipulated penalties under this Section shall not be construed to limit Plaintiff’s authority, without exception, to seek: 1) additional relief under R.C. Chapter 3734 including civil penalties under R.C. 3734.13; 2) judicial enforcement of this Order for the same violations for which a stipulated penalty was paid; or 3) sanctions for additional remedies, civil, criminal, or administrative, for violations of applicable laws less any amount of stipulated penalties Defendants have already paid for the same day of the same violation. Further, payment of stipulated penalties by Defendants shall not be an admission of liability by Defendants.

**IX. COMPLIANCE NOT DEPENDENT ON GRANTS OR LOANS**

32. Performance of the terms of this Order by Defendants is not conditioned on the receipt of any private, Federal or State grants, loans, and/or funds. In addition, Defendants’ performance is not excused by failing to obtain or any shortfall of any private, Federal or State grants, loans and/or funds or by the processing of any applications for the same.

**X. SITE ACCESS**

33. As of the Effective Date, Ohio EPA and its representatives and contractors shall have access at reasonable times to the Sites when access is necessary to effectuate the terms of this Consent Order and to the extent that the Defendant(s) can lawfully obtain access, and shall have access to any other property controlled by or available to a Defendant to which access is necessary to effectuate the actions required by this Order. Nothing in this paragraph shall be construed to limit Ohio EPA’s access to the Site or other property that is authorized by law. Access shall be allowed for the purposes of conducting activities related to this Order including but not limited to:

- a. Monitoring any activities taking place at the Site;
- b. Verifying any data or information submitted to Ohio EPA;
- c. Conducting investigations relating to contamination at or near the Site;
- d. Obtaining samples;
- e. Assessing the need for, planning, or implementing additional response actions at or near the Site;
- f. Inspecting and copying records, operating logs, contracts or other documents maintained or generated by Defendants or their agents, consistent with this Order and applicable law; or
- g. Assessing Defendants’ compliance with this Order.

Nothing in this Order shall be construed to limit the statutory authority of the Director or the Director's authorized representatives to enter at reasonable times upon the Site or any other private or public property, real or personal, to inspect or investigate, obtain samples and examine or copy any records to determine compliance with R.C. Chapters 3734.

#### **XI. SUBMITTAL OF DOCUMENTS**

34. All documents required to be submitted to Ohio EPA pursuant to this Order shall be submitted to the following addresses, or to such addresses as Ohio EPA may hereafter designate in writing:

Mitch Mathews  
Ohio EPA  
Division of Environmental Response and Revitalization  
50 West Town Street, Suite 700  
Columbus, Ohio 43215  
Mitchell.Mathews@epa.ohio.gov  
Attn: Hazardous Waste Program Compliance Manager

Martin Smith  
Ohio EPA  
Central District Office  
Division of Emergency Response and Revitalization  
Martin.Smith@epa.ohio.gov  
Attn: Hazardous Waste Program Manager

#### **XII. EFFECT OF ORDER**

35. This Order does not constitute authorization or approval of the construction, installation, modification, or operation of any hazardous waste facility, or any building, structure, facility, facility component, operation, installation, disposal or storage site, other physical facility, or real or personal property that stores, discharges, or otherwise manages or hazardous waste not previously approved by Ohio EPA. Approval for any such construction, installation,



modification, or operation shall be by permit issued by Ohio EPA or other such permits as may be required by applicable federal, state, or local laws, rules or regulations.

### **XIII. MODIFICATION**

36. No modification shall be made to this Order without the written agreement of the Settling Parties and the Court.

### **XIV. MISCELLANEOUS**

37. Nothing in this Order shall affect Defendants' obligation to comply with all applicable federal, state or local laws, regulations, rules, ordinances, or orders.

38. Any acceptance by the State of Ohio of any payment, document, or other work due subsequent to the time that the obligation is due under this Order shall not relieve Defendants from the obligations created by this Order.

39. If the business address or telephone number of a Defendant's Registered Agent changes, that Defendant shall provide Ohio EPA with the new address or telephone number. The State will not oppose a motion to terminate this Order, provided that Defendants maintain compliance with its terms for a three (3) year period following entry of this Order.

### **XV. RETENTION OF JURISDICTION**

40. This Court shall retain jurisdiction for the purpose of administering and enforcing this Order.

### **XVI. ENTRY OF ORDER AND FINAL JUDGMENT BY CLERK**

41. Under Rule 58 of the Ohio Rules of Civil Procedure, upon signing this Order by the Court, the Clerk is directed to enter it upon the journal. Within three (3) days of entering the judgment upon the journal, the Clerk is directed to serve upon all Parties notice of the judgment and its date of entry upon the journal in the manner prescribed by Civ.R. 5(B) and note the service in the

appearance docket. The failure of the Clerk to serve notice does not affect the validity of this Order.

**XVII. COURT COSTS**

42. Each Defendant is ordered to pay half of the court costs of this action.

**XVIII. AUTHORITY TO ENTER INTO THE ORDER**

43. Each signatory represents and warrants he has been duly authorized to sign this document and is fully authorized to agree to its terms and conditions, and, in the case of a person signing on behalf of a corporate entity, may so legally bind the corporate entity to all terms and conditions in this document. By signing this Order, each signatory waives all rights of service of process for the underlying Complaint.

**IT IS SO ORDERED.**

\_\_\_\_\_  
**JUDGE**

\_\_\_\_\_  
**DATE**

**APPROVED AND AGREED TO BY:**

**STATE OF OHIO, ex rel. DAVE YOST  
OHIO ATTORNEY GENERAL**

/s/ Ian F. Gaunt

Ian F. Gaunt (0097461)

Trial Attorney

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Karrie.Kunkel@OhioAttorneyGeneral.gov

*Counsel for Plaintiff, State of Ohio*

10/19/2023

**DATE**

**APPROVED AND AGREED TO BY:**

**GARRISON SOUTHFIELD PARK LLC**

/s/ Jack A. Van Kley  
Jack A. Van Kley (0016961)  
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/s/ Karl R. Heisler  
Karl R. Heisler (*pro hac vice pending*)  
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Email: [kheisler@kslaw.com](mailto:kheisler@kslaw.com)

*Attorneys for Plaintiff Garrison Southfield Park LLC*

  
KEVIN TREACY

*Authorized Representative of Garrison Southfield Park LLC*

10/03/2023  
**DATE**

**APPROVED AND AGREED TO BY:**

**OLYMBEC USA LLC**

/s/ Daniel A. Brown

Daniel A. Brown (0041132)

Trial Attorney

Brown Law Office LLC

204 S. Ludlow St., Suite 300

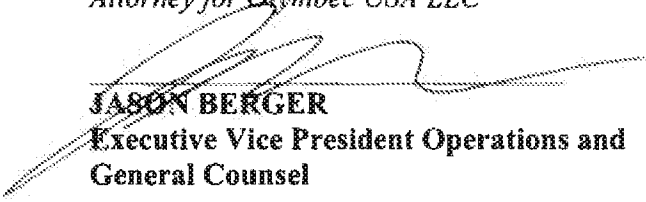
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Email: [dbrown@brownlawdayton.com](mailto:dbrown@brownlawdayton.com)

*Attorney for Olymbec USA LLC*

  
**JASON BERGER**

**Executive Vice President Operations and  
General Counsel**

*Authorized Representative of Olymbec USA LLC*

October 4, 2023  
**DATE**

**EXHIBIT A**  
**Intended Third-Party Beneficiaries Under Section V**

ABC Corp Holdings LLC, d/b/a Ohio Drop Off, LLC

Accurate IT Services Ltd.

American Retroworks, Inc.

Arc Broward, Inc., f/k/a Achievement and Rehabilitation Centers, Inc.

Arrow Recovery Group, Inc.

ASUS Computer International

Aura II, Inc.

B&K Technology Solutions Inc., d/b/a Advanced Technology Recycling

C&I Electronics Co., Inc.

CIE International L.L.C., d/b/a C2 Management

Cleveland Computer Recycling LLC

Cohen Electronics, Inc.

Complete Recycling Solutions, LLC

Comprenew, Inc.

Compucycle, Inc.

CompuPoint USA, LLC

Computer Recycling of Virginia, Inc.

Dell Inc.

Dynamic Lifecycle Innovations Inc., f/k/a Dynamic Recycling, Inc., a.k.a. Dynamic 1 to 1  
Contract Loads

eCycleSecure, LLC

Electronic Manufacturers Recycling Management Company, LLC

e-Lot Electronics Recycling, LLC

Environmental Coordination Services and Recycling, Inc.

eRevival LLC

eWorks Electronics Services, Inc.

F&F Environmental, Inc., d/b/a Quicksilver Recycling Services

Federal Prison Industries, Inc., d/b/a UNICOR

GEEP Holdings, Inc.

GEEP USA, Inc.

Great Lakes Electronics Corporation

Green Chip, Inc.

Green Tech Recycling, LLC

Green Wave Computer Recycling, LLC

Haier America Company, LLC, a/k/a Haier America

IMS Electronics Recycling, Inc.

Interco Trading, Inc., a/k/a Interco Trading Company

Kuusakoski Glass Recycling LLC

Kuusakoski Inc.,

Kuusakoski US LLC

LG Electronics U.S.A., Inc.

Micro Center, Inc.

MRC I, LLC, d/b/a MRC Recycling

Potomac Ecycle, LLC

PowerHouse Recycling, Inc.

RMG Enterprise, LLC

Rochester Computer Recycling & Recovery, LLC

Samsung Electronics America, Inc.

Secure IT Asset and Disposition Service

Moshe Silagi

Sony Electronics Inc.

Sunnking, Inc.

USB Recycling.com, LLC

Vintage Tech, LLC, a.k.a. Vintage Tech Recyclers, Inc. and Vintage Tech Recycling

Waste Commission of Scott County, Iowa