Added on 12/18/03 CR

SDMS Doc ID 2002511

TOLLING AGREEMENT
FOR CLAIMS RELATING TO REUNION INDUSTRIES/GAMBONINI MERCURY MINE

This Agreement is entered into between the United States of America ("United States") and Reunion Industries, Inc., successor to Buttes Gas & Oil Co. (jointly referred to as the "Defendant").

The United States contends that it has causes of action pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq. and other statutes and regulations against Defendant for the recovery of response costs incurred and to be incurred by the United States, and for other injuries and damages, in connection with releases or threatened releases of hazardous substances at or from a facility known as the Gambonini Mercury Mine Site (the "Tolled Claims"). A separate tolling agreement, that is independent to and not altered by the present tolling agreement, has been entered into by the United States and the Defendant relating to injuries to natural resources.

The United States and Defendant ("Parties") enter into this Tolling Agreement to facilitate settlement negotiations between the Parties within the time period provided by this Agreement, without thereby altering the claims or defenses available to any Party hereto, except as specifically provided herein.

The Parties, in consideration of the covenants set out herein, agree as follows:

1. Notwithstanding any other provision of this Tolling Agreement, the period commencing on November 30, 2003 and ending on February 28, 2004, inclusive (the "Tolling Period"), shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States on the Tolled Claims.

2. Any defenses of laches, estoppel, or waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.

3. Defendant shall not assert, plead, or raise against the United States in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims.

4. This Tolling Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any Party to this Tolling Agreement. Nor does this Tolling Agreement constitute any admission or acknowledgment on the part of the United States that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims. The United States reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable.

5. This Tolling Agreement may not be modified except in a writing signed by both Parties. The Parties acknowledge that this Tolling Agreement may be extended for such period of time as the Parties agree to in writing.

6. This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the United States in a complaint or counter-claim against Defendant or the date on which the United States may file such a complaint.

7. This Tolling Agreement is not intended to affect any claims by or against third parties.

8. Defendant shall preserve and maintain, during the pendency of the Tolling Period, and for a minimum of 90 days after termination of the Tolling Period, at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure and relating to the Tolled Claims, regardless of any corporate or document retention policy to the contrary.

9. This Tolling Agreement is effective upon execution by the Defendant, and without the requirement of filing with the Court, and may be signed in counterparts.

10. This Tolling Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any Party to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein.

11. The undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document.

SIGNATURES FOR TOLLING AGREEMENT
FOR CLAIMS RELATING TO
REUNION INDUSTRIES/GAMBONINI MERCURY MINE

The United States consents to the terms and conditions of this Tolling Agreement by its duly authorized representatives on this 10 day of Nov 2003.

By: _____
Angela O'Connell
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
301 Howard Street, Suite 1050
San Francisco, CA 94105
Tel.: 415.744.6485
Fax: 415.744.6476

Defendant consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this 18th day of Nov., 2003.

By: _____
R. Morgan Gilhuly
Name (printed)
Attorney
Title
San Francisco, CA
Address