

Robin

**U. S. ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D. C.**

In the Matter Of:

OWT INDUSTRIES, INC.

and

**HOMELITE CONSUMER
PRODUCTS, INC.,**

Respondents.

**ADMINISTRATIVE SETTLEMENT
AGREEMENT**

AED - MSEB #7044

This Administrative Settlement Agreement is made and entered into by and between the United States Environmental Protection Agency (EPA) and OWT Industries, Inc. (OWT) and Homelite Consumer Products, Inc. (Homelite) regarding compliance with the requirements of the Clean Air Act (Act) and the regulations promulgated thereunder at 40 C.F.R. Part 90.

Respondents

1. OWT and Homelite are both wholly owned subsidiaries of Techtronic Industries Co., Ltd. Techtronic Industries Co., Ltd. also owns a company named Homelite Far East Co. Ltd., that shipped the nonroad engines at issue in this case from the facility where they were manufactured in China to the United States. Throughout this Agreement, OWT and Homelite will collectively be referred to as "Respondents."

Purpose

2. The purpose of this Administrative Settlement Agreement (Agreement) is to resolve any and all claims by EPA under the Act and 40 C.F.R. Part 90 arising out of the importation of 30,240 nonroad engines described in Attachment 1 (Subject Engines), while ensuring that future violations are avoided.

Definitions:

3. For the purposes of this Agreement, the following definitions apply:
- a. *This matter:* as used in this Agreement means Respondents' importation of the Subject Engines and any civil liability that may apply to such violation.
 - b. *Certificate of Conformity:* the document issued by EPA to a manufacturer under 40 C.F.R. § 90.108 after EPA determines that the manufacturer's application is complete and that the engine family meets the requirements of 40 C.F.R. Part 90 and the Clean Air Act. Issuance of the Certificate of Conformity permits production of a covered vehicle or engine after the date of the certificate and before expiration of the model year.
 - b. *Certified engine:* a nonroad engine built after the applicable dates of the regulations and that is covered by a Certificate of Conformity.
 - c. *Uncertified engine:* a nonroad engine built after the applicable dates of the regulations but which is not covered by a Certificate of Conformity issued by EPA.
 - d. *Applicable regulation and dates:* 40 C.F.R. Part 90, is applicable to spark ignition nonroad engines below 19 kW built in or after model year 1997.

Regulatory Authority:

4. Sections 203(a) and 213(d) of the Act, 42 U.S.C. § 7522(a), and 42 U.S.C. § 7547(d), prohibit the sale, offering for sale, introduction, or delivery for introduction into commerce, or the importation of any nonroad vehicle or engine unless such vehicle or engine is covered by a Certificate of Conformity issued and in effect.
5. 40 C.F.R. § 90.1(a) defines the applicability of 40 C.F.R. Part 90 regulations to nonroad spark-ignition engines and vehicles that have a gross power output at or below 19 kilowatts and that are used for any purpose.

12. On November 3, 2004, U. S. Customs and Border Protection (Customs) detained the Subject Engines at the port of Savannah, Georgia, where they are currently being held, because no EPA emission information labels were affixed to the engines.
13. OWT was the importer of record of the Subject Engines.
14. EPA alleges that the Subject Engines were not covered by a Certificate of Conformity because they did not conform in all material respects to the engines that were tested in support of the applications for certification.
15. Respondents affirm that each of the Subject Engines, once modified at their assembly plant, will be covered by an applicable Certificate of Conformity.
16. The Subject Engines are spark ignition engines built in 2004 with a rated power of approximately 0.6 to 0.8 kW, and consequently they are subject to the requirements of 40 C.F.R. Part 90.
17. Based on the above, EPA has determined that Respondents are liable for 30,240 violations of Section 203(a) and 213(d) of the Act, 42 U.S.C. §§ 7522(a) and 7547(d), and the applicable regulations.
18. Respondents have informed EPA that twenty-nine shipping containers with approximately 125,280 nonroad engines that are not certified are currently in transit from Homelite Far East Co. Ltd.'s facility in China to the port of Savannah. A list of these container numbers is set forth in Attachment 2.
19. Respondents have also informed EPA that seventeen shipping containers with approximately 73,440 nonroad engines that were shipped from China and that are not certified have already entered the United States and are either in transit or have arrived at OWT's plant at 225 Pumpkintown Highway, Pickens, South Carolina 29671 (Pickens Plant). Shipping documents identifying these engines are set forth in Attachment 3.

Terms of Agreement

A. The Subject Engines and the Engines in Transit to the United States

- 20. Upon ratification of this Agreement, EPA agrees to recommend to Customs that Respondents be allowed to enter into a Constructive Seizure Agreements with Customs to permit movement of the Subject Engines and the engines described in Paragraph 18 of this Agreement so that Respondents may complete assembly of these engines and affix EPA emission information labels to the engines in accordance with Paragraphs 23 through 26 of this Agreement.
- 21. If Respondents have not already done so, they agree to request that Customs allow the engines identified in Paragraph 18 to be held under a Constructive Seizure Agreement and to provide Customs with sufficient information in advance of the arrival of these engines in port to allow Customs to detain the engines. The information that Respondents shall provide to Customs includes the anticipated arrival date of the engines, the name of the vessel carrying the engines, the port where the engines will enter the United States, copies of Bills of Lading for the engines, and the container numbers and entry numbers for each shipment. Respondents shall send this information to:

Customs and Border Protection
 Attn: FPF Office - M. Pringle
 One East Bay Street
 Savannah, Georgia 31401

Fax: 912-447-9441

- 22. Within thirty days from the date that Respondents enter into a Constructive Seizure Agreement that has been approved by Customs concerning the Subject Engines, and within thirty days from the date that Customs approves the Constructive Seizure Agreement with OWT covering each additional entry of engines described in Paragraph 18 of this Agreement, Respondents shall transport the engines, subject to the terms of the Constructive Seizure Agreement, to the Pickens Plant.

23. Within forty days after OWT transports any shipping container containing the Subject Engines or the engines described in Paragraph 18 of this Agreement to the Pickens Plant pursuant to the preceding paragraph, Respondents shall:
- a. modify the engines so that each engine conforms in all material respects to the engines that were tested in support of the appropriate application for certification;
 - b. affix an EPA emission information label to each of the engines in accordance with 40 C.F.R. § 90.114; and
 - c. provide EPA with digital photographs taken after the engines are installed in the equipment and after the engines have been modified to conform to Homelite's application for certification. The digital photographs must clearly show the EPA emission label and any tamper-resistance or limiter caps installed at the Pickens Plant. Respondents shall take the photographs of one randomly-selected engine from each equipment model in each group of engines set forth in each affidavit required by the following paragraph
24. No later than forty-five days from the date that Respondents transport any of the Subject Engines or the engines described in Paragraph 18 of this Agreement to the Pickens Plant pursuant Paragraph 22, Respondents shall provide EPA with an affidavit from an authorized representative who has monitored the actions that Respondents have taken pursuant to Paragraph 23 of this Agreement verifying that Respondents have completed all of the conditions set forth in Paragraphs 23 of this Agreement. The affidavit shall
- a) identify each product containing the relevant engines by serial number, b) affirm that each engine has been modified so that it conforms in all material respects to the engines that were tested in support of the appropriate application for certification or that it was destroyed, c) affirm that Respondent have affixed an EPA emission information label to each of the engines in accordance with 40 C.F.R. § 90.114, c) affirm that each engine is subject to EPA emission warranty protection by Homelite, and d) affirm that Respondents

have sent a true and accurate digital photograph to EPA pursuant to Paragraph 23(c) of the Agreement. Respondents shall send the affidavit and digital photographs to Jeffrey A. Kodish, at the address set forth in Paragraph 38 of this Agreement.

25. If Respondents satisfy all of the conditions set forth in Paragraphs 21 through 24 of this Agreement, EPA will recommend that Customs release the Subject Engines and the engines identified in Paragraph 18 of this Agreement from Constructive Seizure.
26. Respondents shall not relinquish custody or control of any of the engines identified in Paragraph 18 of this Agreement or ship these engines to their customers without prior written approval from EPA and Customs. Respondents must also comply with all requirements of any applicable Constructive Seizure Agreement with Customs.

B. The Nonroad Engines That Have Already Been Imported.

27. Within thirty days after OWT receives any the nonroad engines that have already entered the United States (and identified in Paragraph 19 of this Agreement) at its Pickens Plant, Respondents shall:
- a. modify the engines so that each engine conforms in all material respects to the engines that were tested in support of the appropriate application for certification;
 - b. affix EPA emission information labels to each of the Subject Engines in accordance with 40 C.F.R. § 90.114; and
 - c. provide EPA with digital photographs taken after the engines are installed in the equipment and after the engines have been modified to conform to Homelite's application for certification. The digital photographs must clearly show the EPA emission label and any tamper-resistance or limiter caps installed at the Pickens Plant. Respondents shall take the photographs of one randomly-selected engine from each equipment model in each group of engines set forth in each affidavit required by the following paragraph.

28. No later than thirty-five days from the date of this Agreement, Respondents shall provide EPA with an affidavit from an authorized representative who has monitored the actions that Respondents have taken pursuant to Paragraph 27 of this Agreement verifying that Respondents have completed all of the conditions set forth in Paragraphs 27 of this Agreement. The affidavit shall a) identify each product containing the relevant engines by serial number, b) affirm that each engine has been modified so that it conforms in all material respects to the engines that were tested in support of the appropriate application for certification or that it was destroyed, c) affirm that Respondent have affixed an EPA emission information label to each of the engines in accordance with 40 C.F.R. § 90.114, c) affirm that each engine is subject to EPA emission warranty protection by Homelite, and d) affirm that Respondents have sent a true and accurate digital photograph to EPA pursuant to Paragraph 27(c) of the Agreement. Respondents shall send the affidavit and digital photographs to Jeffrey A. Kodish, at the address set forth in Paragraph 38 of this Agreement.
29. If Respondents satisfy all of the conditions set forth in Paragraphs 27 through 28 of this Agreement, EPA will inform Respondents, in writing, that they can ship the fully assembled, certified and labeled engines from the Pickens Plant to their customers.
30. Respondents shall not relinquish custody or control of any of the engines identified in Paragraph 19 of this Agreement or ship these engines to their customers without prior written approval from EPA.

C. Compliance Assurance Plan

31. Within 90 days from the date of this Agreement, Respondents shall provide EPA with a plan reasonably calculated to insure that all nonroad engines imported after the date of this Agreement into the United States by Respondents have proper EPA emission information labels affixed to the engines, and conform in all material respects to the engines that were tested in support of Homelite's applications for certification, and are

imported in a manner that complies with all other applicable regulations, including Parts 89 and 90. Respondents have informed EPA that all future shipments of nonroad engines that it receives from China will be certified and have EPA emissions labels affixed to the engines before they are shipped to the United States.

D. Civil Penalties

32. For violations of the Act and the regulations promulgated thereunder at 40 C.F.R. Part 90, Respondents shall pay to the United States \$ 75,000 within thirty days of the date of the effective date of this Agreement. Late payment of the civil penalty is subject to interest and fees as specified in 31 U.S.C. § 3717. Respondents agree to pay the amount by certified check or cashier's check payable to the "United States of America," and to mail the payment to:

U.S. Environmental Protection Agency
Washington Accounting Operations
P.O. Box 360277M
Pittsburgh, Pennsylvania 15251
ATTN: AED/MSEB #

Simultaneously, a photocopy of the check shall be mailed to Jeffrey A. Kodish at the address specified in Paragraph 38. Such check shall be identified with the case number and Respondents' name.

33. In addition to the civil penalties set forth in the preceding paragraph, the parties acknowledge that Customs will require payment of a forfeiture remission amount for the disposition of the Customs Seizure case relating to the Subject Engines. EPA will recommend to Customs that it collect \$75,000 as a forfeiture remission amount for this case, and that it not impose any other additional forfeitures or penalties against Respondents arising from the importation of the engines identified in of this Agreement, as long as the Respondents fully comply with the terms of this Agreement.

37. Respondents hereby authorize representatives of EPA and/or Customs to enter the Pickens Plant at any time for the purpose of determining compliance with the terms of this Agreement.

38. Responses to Paragraphs 21, 24, 28 and 31 shall be sent to Jeffrey A. Kodish, at the following address:

Jeffrey A. Kodish, Attorney
U.S. Environmental Protection Agency
Mobile Sources Enforcement Branch
12345 West Alameda Parkway, Suite 214
Denver, CO 80228

facsimile: (303) 236-9514

39. Respondents hereby represent that the individual or individuals executing this Agreement on behalf of Respondents are authorized to do so on behalf of Respondents and that such execution is intended and is sufficient to bind Respondents, their agents, assigns, or successors.

40. Notwithstanding any other provision of this agreement, upon Respondents' failure to timely perform pursuant to Paragraph 32 of this Agreement, or default of or failure to comply with any terms of this Agreement, EPA may refer this matter to the United States Department of Justice to recover civil penalties pursuant to Section 205 of the Act, 42 U.S.C. § 7524, and pursue any other remedies available to it. Respondents specifically agree that in the event of such default or failure to comply, EPA may proceed in an action based on the original claim of violation of the Act and Part 90. Respondents expressly waive their right to assert that such action is barred by any applicable statutes of limitation, see e.g. 28 U.S.C. § 2462.

41. This settlement is contingent upon the truthfulness, accuracy and completeness of Respondents' disclosure and representations to EPA as memorialized in Paragraphs 11 - 19 of this Agreement, and the prompt and complete remediation of any violations in accordance with this agreement.

Enforcement

42. Upon completion of the terms of this Agreement, the alleged violations of the Act and the regulations promulgated thereunder at 40 C.F.R. Part 90 described in this Agreement shall be considered resolved by EPA.

The following agrees to the terms of this Agreement:

OWT Industries, Inc.

By: [Signature]
(name)
(title) **EFO**

11-22-04
Date

Homelite Consumer Products, Inc.

By: [Signature]
(name) **PRESIDENT**
(title)

11/22/04
Date

U.S. Environmental Protection Agency

By: [Signature]
Adam M. Kushner,
Acting Director
Air Enforcement Division
Office of Enforcement and Compliance Assurance

11/22/04
Date

Attachment 1

** 20 5589 7101 **

ATTACHMENT #1

U.S. CUSTOMS AND BORDER PROTECTION
Department of Homeland Security

Detention Number: 200517030018

NOTICE OF DETENTION

Port Code: 1703

Port Name: Savannah, Georgia

Date of Detention: 11/03/2004

Entry: MC2-0305347-5

Broker/Importer: Hellman Worldwide Logistics/OWT INDUSTRIES, INC

Description of Merchandise: Engines

Reason for Detention: No consistent labeling under 40 CFR Part 89.1003 for regulated engines, no visible country of origin marks on the engines

Tests or Inquiries to be Conducted: N/A

Additional Information/Action Requested of Exporter: None

Requested by (Date): N/A

Name of Detaining Officer: CBP Officer J. M. Howard

U.S. Customs - Point of Contact & Phone #: CBP OFFICER J. M. HOWARD, (912) 966-0827, Ext. 224, at Customs and Border Protection, # 1 East Bay Street, Savannah, GA 31401, TRADE OFFICE- WHSE 27

Location of Goods and/or Date of Conditional Release:

Above merchandise is currently located at Georgia Port Authority, Garden City, Georgia

Remarks: Any questions may be referred to Mr. Mark Saigler at (202) 564-8673

Container(s): CCLU8245342, CCLU7513537, TGHU7281210, TGHU7282344, TTNU9584520, TRLU6849707, AND TRLU6849862

Shipments may be detained for up to 30 days, unless statutory authority or interagency agreement mandates that a longer period of time is required, or the exporter/broker requests a longer detention period through the Area/District Director.

Agreement to Receive Merchandise: If merchandise is released conditionally from Customs custody to the principal before all required evidence is produced, before its quantity and value are determined, or before its right of admission into the U.S. is determined, the principal agrees to receive timely, on demand by Customs, the merchandise released if it fails to comply with the laws or regulations governing admission into the U.S. (Section 113.62 (d) (1) Customs Regulations)

Attachment 2

Attachment 2

Container Numbers
CCLU6009748, CCLU6047753, CCLU6052235, CCLU6356897, GESU4792404, GLDU7013280, TRLU5721250, TTNU9585759
CCLU6003499, CCLU6215040, GESU4917667, GLDU0784201, TGHU7501357, TGHU8509244
CCLU6191204, CCLU6499120, CCLU7518056, CCLU7528848, TGHU7285345, TGHU7290660, TGHU7291013, TGHU7769777
CCLU6112231, CCLU6142278, CCLU6499959, CCLU6580145, GESU4760557, TGHU7004406, TGHU7379608

Attachment 3

11/23/2004 08:11 FAX 3032369514

022/027

NOV 22 2004 06:57 FR RYOB! TECHNOLOGIES 864 964 3350 TO 913032369514

P.19/24

NOV 18 2004 08:02 FR RYOB! TECHNOLOGIES 864 964 3350 TO 913032369514
01/08/2002 08:02 FAX

F.84/11

BRIGHT WAY INVESTMENT CO LTD

NO.24, LANE 395 SHEI YUAN ROAD, FENG YUAN CITY, TAICHUNG HSIEN, TAIWAN

TEL:886-4-25238109 FAX:886-4-25238107

PACKING LIST

INVOICE NO.: B0409017

DATED: SEPT. 19, 2004

For account & risk of Messrs.: HOMELITE FAR EAST COMPANY LIMITED
24/F CDW BLDG 388 CASTLE PEAK ROAD TAIWAN NT HONG KONG

INVOICE OF 8,384PCS OF 25CC ENGINE EPA VERSION (984772003) AS PER P.O. NO. HFE-PUR-20215R2/R1
4,576PCS OF 25CC ENGINE CARB VERSION (984772004) AS PER P.O. NO. HFE-PUR-20217R2/R1

PER S.S. "HYUNDAI NATIONAL" 037E

CARGO RECEIVED DATE: SEPT. 21, 2004

FROM: YANTIAN, CHINA

TO: HICKENS, USA-FORT

CTN No.	Description of Goods	Quantity	Net Weight	Gross Weight	Measurement
1-2096	ITEM (26)/ITEM (27) 25CC ENGINE EPA VERSION (984772003) AS PER P.O. NO. HFE-PUR-20215R2 AS PER P.O. NO. HFE-PUR-20215R1	@4PCS 4,184PCS	@11.60KGS 24,313.60KGS	@12.4500KGS 26,095.20KGS	@0.0530CBM 111.086CBM
1-1144	ITEM (25) 25CC ENGINE CARB VERSION (984772004) AS PER P.O. NO. HFE-PUR-20217R3	@4PCS 4,576PCS	@11.60KGS 19,270.40KGS	@12.4500KGS 14,241.80KGS	@0.0530CBM 60.637CBM
3,240CTNS	TOTAL	12,960PCS	37,584.00KGS	40,337.00KGS	171.720CBM
SAY TOTAL: THREE THOUSAND TWO HUNDRED FORTY (3,240) CARTONS ONLY.					

DIMENSION: 49 x 45 x 24 CM / CARTON

REMARKS: DELIVERY TO DOCK B

Shipping Marks

HAL

HONG KONG

MANUFACTURE DATE: 394

PO NO. 550001294

P/N: 984772003

QUANTITY: 4 PCS

MADE IN CHINA

C/NO. 1-2096

-DITTO-

P/N: 984772004

C/NO.: 1-1144

OWTS PO NUMBER: 550001294

LC NO.: DC 181651942

BRIGHT WAY INVESTMENT CO LTD

ATTACH LIST

B/L NO. : CS000000005
VESSEL NAME : HYUNDAI NATIONAL HYUNDAI FRONTIER
VOYAGE CODE : 037X /505E PAGE : 1
PORT OF DISCHARGE : TACOMA, WA
FINAL DESTINATION : WICKERS, WA PORT

MARKS & NOS.

GOODS DESCRIPTIONS

HAL
HOND KONG
MANUFACTURE
DATE: 994
P.O.NO.
J500001294
P/N: 984772003
QUANTITY: 4 PCS
MADE IN CHINA
C/RD: 1-2096

3240 CTR

8184 PCS OF 25CC ENGINE WEA
VERSION (984772003)
4376 PCS OF 25CC ENGINE CASE
VERSION (984772004)

DELIVERY TO DOCK B
LC NO. (DC) 187631943
REQUIREMENTS ARE EFFECTIVE BY
CONTAINERS CARRIED RECEIVED DATE:
21/9

*SHIPPER HEREBY DECLARES THAT THE
SHIPMENT CONTAINS NO HAZARDOUS
PACKING MATERIAL*

-DITTO-
P/N: 984772004
C/RD: 1-1144

3240 CTR

TOTAL THREE (3) x 40' HC CONTAINERS ONLY

END OF ATTACHMENT



ZIRCON (USA) LOGISTICS LTD.

504 Royal Palm Beach Blvd.
Royal Palm Beach, Florida
33410 USA
Tel: 561-931-8870
Fax: 561-931-8881
Website: www.zirconusa.com

Shipper/Exporter BRIGHT WAY INVESTMENT CO LTD NO.26 LANE 393 SHEK YUAN ROAD FENG YUAN CITY TAIWAN HAITEN TAIWAN R.O.C.		Domestic No. 8887440001					
Consignee TU OUY INDUSTRIES INC. 225 PUMPKINFIELD, HIGHWAY NO.8, PICKENS, RC29671, U.S.A.		Forwarding Agent/FAA No. ZIRCON LOGISTICS INC. 3700 YANBUENLA BLVD., UNIT # 2 HARRISBURG, PENNSYLVANIA 17112					
Notify Party 11 BANE AS CONSIGNEE, AND KIMMELMAN MONROVIA LOGISTICS INC. 800 WELL COURT, SUITE 100 GAK CREEK, MUSKOGEE ATTN: VITO CHIVARE/KIM LENOX PO BOX 421 3042 Pre-Clearance BY		Domestic Routing/Export Instructions/Delivery Agent					
Originating Warehouse Exporting Cover Code HYUNDAI FRONTIER		Name of Manufacturer YANTIAN Place of Loading/Origin YANTIAN					
Kind of Packaging TACQPR, KA		Place of Delivery by Consignee PICKENS, USA PDR					
Name and Number		Type of Move CY/DOOR					
Number of Packages		Continued Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>					
Particulars Furnished by Shipper		Weight					
Description of Packages and Goods		Measurement					
3 x 40' HC CONTAINER N.T.C. SHIPPER'S LOADED & COUNT & SEALED N.T.C. CY/DOOR CY/DOOR 40' 1378 00ALE29478(40' HC 1000TMB/ 13444.00KGS/ 57.240CBM) CY/DOOR CY/DOOR 40' 1682 00ALE29945(40' HC 1000TMB/ 13444.00KGS/ 57.240CBM) CY/DOOR CY/DOOR 40' 1305 00ALE29865(40' HC 1000TMB/ 13444.00KGS/ 57.240CBM) SEE ALL DETAILS AS PER ATTACHED LIST BY		40338.00 171.720					
TOTAL THREE (3) x 40' HC CONTAINER ONLY		FREIGHT COLLECT ON BOARD DATE 04 SEP 2004					
Freight Rates, Charges, Weights and/or Measurements - Subject to Correction							
FREIGHT COLLECT AS ARRANGED		<table border="1"> <tr> <td>PrePaid</td> <td>Collect</td> </tr> <tr> <td></td> <td></td> </tr> </table>		PrePaid	Collect		
PrePaid	Collect						
<table border="1"> <tr> <td>Total Prepaid</td> <td>0</td> </tr> <tr> <td>Total Collect</td> <td>0</td> </tr> </table>		Total Prepaid	0	Total Collect	0	<p>By No. Month Day Year CP004098005 09 25 2004</p>	
Total Prepaid	0						
Total Collect	0						

BRIGHT WAY INVESTMENT CO, LTD

NO 24, LANE 395 SHEI YUAN ROAD FENG YUAN CITY, TAIPEUNG HSTEN, TAIWAN
TEL:886-4-25238109 FAX:886-4-25238107

PACKING LIST

INVOICE NO.: B0410002

DATED: OCT. 11, 2004

For account & risk of Messrs. TECHPOWER ENGINEERING CO., LTD,
24/F, COW BLDG., 388 CASTLE PEAK ROAD, TRUEN WAN NT., HONG KONG

INVOICE OF 9,620PCS OF 25CC CARB, PART NO: 984772004, PO NO: TPE-PUR-0001
33,580PCS OF 25CC EPA, PART NO: 984772003, PO NO: TPE-PUR-0006
17,280PCS OF 30CC EPA, PART NO: 985111001, PO NO: APE-PUR-0007

PER S.S.: "HYUNDAI REPUBLIC" CASE

CARGO RECEIPT DATE: OCT. 12, 2004

FROM: YANTIAN CHINA

TO: PICKENS, USA PORT

CIN No.	Description of Goods	Quantity	Net Weight	Gross Weight	Measurement
1- 2405	ITEM 1) 25CC CARB, PART NO: 984772004 PO NO: TPE-PUR-0001	④4PCS 9,620PCS	④11.6KGS 27,856.00KGS	④12.5KGS 29,942.25KGS	④0.059CBM 127.465CBM
1- 8185	ITEM 2) 25CC EPA PART NO: 984772003 PO NO: TPE-PUR-0006	④4PCS 33,580PCS	④11.6KGS 97,382.00KGS	④12.5KGS 104,517.75KGS	④0.053CBM 444.935CBM
1- 1297	ITEM 3) 30CC EPA PART NO: 985111001 PO NO: TPE-PUR-0007	④4PCS 11,368PCS	④12.4KGS 33,547.20KGS	④13.5KGS 39,242.00KGS	④0.053CBM 153.276CBM
1- 1	ITEM 3) 30CC EPA PART NO: 985111001 PO NO: TPE-PUR-0007	④4PCS 4PCS	④12.7KGS 12.71KGS	④13.5KGS 13.50KGS	④0.053CBM 0.053CBM
1- 1427	ITEM 3) 30CC EPA PART NO: 985111001 PO NO: TPE-PUR-0007	④4PCS 5,708PCS	④12.4KGS 11,151.72KGS	④13.5KGS 19,264.50KGS	④0.053CBM 75.631CBM
151202TNS	TOTAL	④480PCS 62,480PCS	④11.6KGS 176,797.92KGS	④12.5KGS 192,780.00KGS	④0.053CBM 601.360CBM

SAY TOTAL: FIFTY FIVE THOUSAND ONE HUNDRED TWENTY (55,120) CARTONS ONLY.

DIMENSION: 49 x 45 x 24 CM / CARTON

Shipping Made

HAI,
HONG KONG
MANUFACTURE DATA: 414
PO NO: 5500012941550001581
QTY: 11300
DATE: 11/29/04
DITTO
PO NO: 5500012941550001581
QTY: 11300
DATE: 11/29/04
DITTO
PO NO: 5500012941550001581
QTY: 11300
DATE: 11/29/04
DITTO
PO NO: 5500012941550001581
QTY: 11300
DATE: 11/29/04
DITTO

L/C NO.: 3474281008

QTY PO NO.: 5500012941550001581

DITTO
PO NO: 5500012941550001581
QTY: 11300
DATE: 11/29/04
DITTO
PO NO: 5500012941550001581
QTY: 11300
DATE: 11/29/04
DITTO

BRIGHT WAY INVESTMENT CO. LTD

From Rical Hong Kong

Fri 15 Oct 2004 10:25:46 AM HKT

Page 2 of 4

Rical Hong Kong

.PA

ATTACH LIST

B/L NO. : CP9801100002
VESSEL NAME : HYUNDAI REPUBLIC
D/P CODE : 0300
PORT OF DISCHARGE : LONG BEACH, CA
FINAL DESTINATION : PICKENS, USA PORT

PAGE : 1

Table with 7 columns: CY/DOOR, CTN/NO, SEAL NO, SEAL, HC, CTNS, BKGS, CBM. Lists 14 rows of container and seal data.

MARKS & NOS.

GOODS DESCRIPTIONS

HAL HONG KONG
MANUFACTURE DATE: 11
FO NO: 5500001294
P/N: 98511001
QUANTITY: 1PCS
MADE IN CHINA
C/NO. 1-2982
-DITD-
FO NO: 5500001501
P/N: 98511001
C/NO. 1-1427
-DITD-
FO NO: 5500001294
P/N: 98511001
C/NO. 1-1
-DITD-
FO NO: 5500001294
P/N: 984772003
C/NO. 1-8395
-DITD-
FO NO: 5500001294
P/N: 984772004
C/NO. 1-2405

1080 CTNS 2,485 CTNS 9,620 PCS OF 25CC CARB, PART NO: 984772001
8,395 CTNS 33,588 PCS OF 25CC EPA, PART NO: 984772003
1,320 CTNS 17,280 PCS OF 30CC EPA, PART NO: 98511001
L/C NO.: 6474201005

DELIVERY TO DOCK & SHIPMENTS ARE EXPECTED BY CONTAINER CARGO RECEIVED DATE: 10/12

SHIPPER HEREBY DECLARES THAT THE SHIPMENT CONTAINS NO SOLID WOOD PACKING MATERIAL

15120 CTNS

TOTAL FOURTEEN (14) x 40' HC CONTAINERS (M.V.)

*** END OF ATTACHMENT ***

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*** TOTAL PAGE. 11 ***

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** TOTAL PAGE. 24 **

**U. S. ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D. C.**

In the Matter Of:

OWT INDUSTRIES, INC.

and

**HOMELITE CONSUMER
PRODUCTS, INC.,**

Respondents.

**AMENDMENT TO
ADMINISTRATIVE SETTLEMENT
AGREEMENT**

AED/MSEB - 7044

This Amendment of the Administrative Settlement Agreement in the above captioned matter is made and entered into by and between the United States Environmental Protection Agency (EPA) and OWT Industries, Inc. (OWT) and Homelite Consumer Products, Inc. (Homelite).

Background

On November 23, 2004, EPA entered into an Administrative Settlement Agreement (Agreement) with OWT and Homelite to resolve violations of the Clean Air Act arising from the importation of small uncertified nonroad engines. Paragraphs 20 - 26 of the Agreement sets forth a procedure that allowed Respondents to complete assembly of certain uncertified engines so that they were covered by one of Homelite's 2004 certificates of conformity. Respondents were not able to assemble and affix EPA emission information labels to 18,044 of these engines during the 2004 calendar year. These engines are being tracked by U.S. Customs and Border Protection (CBP) under seizure number 2005-1703-000044-01. Respondents have asked EPA for permission to export these engines back to China for use in other products.

Amendment to Settlement Agreement

EPA has considered Respondents' request and hereby agrees to amend paragraph 20 of the Agreement to add the following sentence:

In lieu of completing assembly and affixing EPA emission information labels to 18,044 engines that are being tracked by Customs under seizure number 2005-1703-000044-01 and for which assembly was not completed during the 2004 calendar year, and notwithstanding paragraphs 23 and 24 of this Agreement, Respondent may export these engines to China under Customs supervision.

The following agree to the terms of this Amendment of the Settlement Agreement:

OWT Industries, Inc.

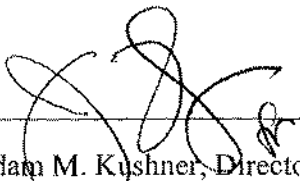
By: [Signature] 8/8/05
(name) Philippe Buisson Date
(title) Chief Financial Officer

Homelite Consumer Products, Inc.

By: [Signature] 8/8/05
(name) Lee Sowell Date
(title) President

Amendment to Administrative Settlement Agreement *In the Matter of:* OWT Industries, Inc. and Homelite Consumer Products, Inc.

U.S. Environmental Protection Agency

By: 
Adam M. Kushner, Director
Air Enforcement Division
Office of Enforcement and Compliance Assurance

8.11.05
Date