

Settlement Agreement and Mutual Release

**SETTLEMENT AGREEMENT AND MUTUAL RELEASE BETWEEN SETTLING
CASH-OUT PARTIES, THE BOEING COMPANY, THE CITY OF SEATTLE, AND
KING COUNTY**

This Settlement Agreement and Mutual Release (the “**Agreement**”) is entered into by and between the “**Settling Cash-Out Parties**” (as defined below), on the one hand, and the “**Settling LDWG Parties**” (as defined below), on the other hand. The Settling Cash-Out Parties and Settling LDWG Parties collectively shall be referred to as the “**Settling Parties**,” and each individually as a “**Settling Party**.” This Agreement shall be effective on the Effective Date as defined in Paragraph 1.2 of this Agreement.

RECITALS

WHEREAS,

A. In accordance with section 105 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601-9675 (“**CERCLA**”), the United States Environmental Protection Agency (“**EPA**”) listed the Site on the National Priorities List (“**NPL**”), set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 13, 2001, 66 Fed. Reg. 47,583.

B. On December 20, 2000, the City of Seattle, King County, the Port of Seattle (“**Port**”), and The Boeing Company (“**Respondents**”) entered into an Administrative Order on Consent for Remedial Investigation/Feasibility Study, U.S. EPA, Region 10 Docket No. CERCLA 10-2001-0055, Ecology Docket No 00TCPNR-1895 (12/20/2000) (the “**RI/FS AOC**”) with the EPA and the Washington Department of Ecology (“**Ecology**”). The RI/FS AOC has been amended five times and will be terminated under the terms of a sixth amendment.

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C. In response to a release or a substantial threat of a release of hazardous substances at or from the Site, Respondents completed a Remedial Investigation for the Site in 2010, and a Feasibility Study for the Site in 2012, in accordance with 40 C.F.R. § 300.430.

D. EPA selected a remedial action to be implemented at the Site, which is embodied in a final Record of Decision (“**ROD**”), executed on November 21, 2014, on which the State has given its concurrence. The ROD established the remedy to be implemented at the Site. Notice of the final plan was published in accordance with section 117(b) of CERCLA. In 2021, EPA issued an Explanation of Significant Differences, which revised the cleanup levels and remedial action levels in the ROD for cPAHs, including BaP, in sediments, and the target level of cPAHs in clam tissue.

E. Ecology gave notice by letter, dated August 2, 2000, to each **Respondent** that it was a Potentially Liable Person (“**PLP**”) under RCW 70A.305.040, after notice and opportunity for comment. Ecology has represented that, absent entry of a Consent Decree as described in this Agreement, Ecology could have issued preliminary PLP notice letters to the other Settling Parties.

F. In accordance with an Alternative Dispute Resolution Memorandum of Agreement (the “**MOA**”), the Settling Parties and others participated in a confidential, non-binding Alternative Dispute Resolution Allocation Process (the “**Allocation**”) as to certain costs of response incurred and to be incurred at the Site.

G. The Settling Parties have negotiated a Consent Decree among themselves, the United States and Ecology, and others relating to response actions at the Site. The Settling LDWG Parties will perform Site response actions as required by the Consent Decree.

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H. The Settling Parties anticipate that the Consent Decree will be entered by the United States District Court, after public notice and opportunity for comment, in an action to be filed by the United States and Ecology against the Settling Parties.

I. EPA has issued a Unilateral Administrative Order to the Settling LDWG Parties as a bridge (“Bridge UAO”), to address response actions at the Site that will take place prior to entry of the Consent Decree. The Settling Parties expect that the Bridge UAO will be terminated upon entry of the Consent Decree.

J. The Site includes locations of operating maritime and related businesses and the Settling Parties recognize the importance of minimizing conflict between implementation of the Work (as defined in the Consent Decree) and existing and reasonably anticipated uses of the Site by one or more of the Settling Cash-Out Parties and their tenants.

K. The Settling LDWG Parties have entered or may enter into separate settlement agreements with other parties, including but not limited to a Settling Funding Party to provide ongoing funding commitments related to the Site.

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

1. Definitions.

1.1 In addition to the definitions that are provided in any other Paragraph or Recital of this Agreement, the following definitions shall apply to this Agreement. If a definition is not contained herein, the definitions in the Consent Decree shall apply and, if a term is not defined in the Consent Decree, the definitions in CERCLA shall apply to this Agreement. If a term is not defined in this Agreement and is defined

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in both the Consent Decree and in CERCLA, the Consent Decree's terms shall apply.

- 1.2** “**Effective Date**” is defined as the date the Court approves and enters the Consent Decree; provided, however, that the Release of Claims described in Paragraph 5 of this Agreement shall become effective as set forth in Paragraph 5.
- 1.3** “**FAR Share**” is defined as the MOA Participant and United States Allocation shares assigned to each Settling Party in the Final Allocation Report (“**FAR**”) Attachment 1.
- 1.4** “**MTCA**” is defined as the Washington State Model Toxics Control Act, Revised Code of Washington (RCW) Chapter 70A.305 and its implementing regulations, the Washington Administrative Code (WAC) Chapters 173-340 and 173-204.
- 1.5** The terms “**Release**” and “**Released Claims**” shall have the meanings set forth in Paragraph 5 below.
- 1.6** “**Response Costs**” as used herein consist of Settling Work Defendants’ Past Response Costs and Settling Work Defendants’ Future Response Costs, as those terms are defined in the Consent Decree.
- 1.7** “**Settling Funding Party**” is defined as the party listed in Appendix A that signs a settlement agreement with the Settling LDWG Parties and executes Appendix F.
- 1.8** “**Settling LDWG Party**” is defined as any one of The Boeing Company, the City of Seattle, and King County. “**Settling LDWG Parties**” means The Boeing Company, the City of Seattle, and King County, collectively.
- 1.9** “**Settling Cash-Out Party**” is defined as a party listed in the attached Appendix B. “**Settling Cash-Out Parties**” means all of the Appendix B Parties.

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1.10 The “**Site**” or the “**Lower Duwamish Waterway Site**” is defined as the portion of the Lower Duwamish Waterway (**Waterway**) that is below mean higher high water (**MHHW**) and extends south five miles from the southern tip of Harbor Island in Seattle, Washington. The southernmost portion of the Site is located in Tukwila, Washington. The Site includes slips, inlets, and bays connected to the Waterway, and banks and other areas (including areas considered or selected for early action) below MHHW. It does not include downstream or upstream areas (such as the Harbor Island Superfund Site, defined in the Consent Decree), groundwater, or locations above MHHW. The Site is generally depicted on the map attached to the Consent Decree.

1.11 “**Waste Materials**” means any material now or hereafter defined as (a) any “hazardous substance” under section 101(14) of CERCLA; (b) any pollutant or contaminant under section 101(33) of CERCLA; (c) any “solid waste” under section 1004(27) of RCRA; and (d) any “hazardous substance” under MTCA, RCW 70A.305.020(13).

2. Payment.

2.1 Each Settling Cash-Out Party listed in Appendix B shall pay its “**Cash-Out Settlement Payment**” indicated in Appendix B. Except for certain **Appendix C Parties**, described in Paragraph 2.1.3 below, Cash-Out Settlement Payments consist of the following:

2.1.1 A “**Past Cost Payment**,” defined as each Settling Cash-Out Party’s FAR Share of \$74,792,816.15, which, solely for the purpose of this settlement, is the total amount of the Settling LDWG Parties’ past Response Costs that

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Settling LDWG Parties and Settling Cash-Out Parties agreed were recoverable under CERCLA or MTCA associated with the Site through December 31, 2022; and

2.1.2 A “**Future Cost Payment**,” defined as each Settling Cash-Out Party’s FAR Share of estimated future Response Costs for the Site, as agreed upon by the Settling Parties, including but not limited to all Response Costs recoverable under CERCLA or MTCA associated with the Site that are or were incurred by the Settling LDWG Parties on or after January 1, 2023 (including costs related to the Bridge UAO), and not included in the Past Cost Payment (“**Future Costs**”), together with a premium on each Settling Cash-Out Party’s FAR Share, as agreed upon by the Settling Parties.

2.1.3 The parties listed in Appendix C (“**Appendix C Parties**”) are Settling Cash-Out Parties that enter into separate supplemental settlement agreement(s) with the Settling LDWG Parties, which are attached as Appendix D. Appendix C Parties’ Cash-Out Settlement Payments are included in Appendix B. Appendix C Parties are not subject to Paragraph 2.3 below and are instead subject to the payment terms set forth in the supplemental settlement agreements included as Appendix D.

2.2 No Joint and Several Liability: Each Settling Cash-Out Party shall make its Cash-Out Settlement Payment as set forth in Appendix B. In no event shall any Settling Cash-Out Party be obligated to pay any amount greater than its Cash-Out Settlement Payment for claims covered by this Agreement. Any failure of a

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Settling Cash-Out Party to pay its Cash-Out Settlement Payment shall not affect the validity or enforceability of this Agreement as to any other Settling Cash-Out Party.

- 2.3** Except for the Appendix C Parties, no later than thirty (30) days after the Effective Date, each Settling Cash-Out Party listed in Appendix B shall make its Cash-Out Settlement Payment as follows: (i) Each Settling Cash-Out Party shall pay its Past Cost Payment to the Settling LDWG Parties as the Settling LDWG Parties reasonably direct; and (ii) Each Settling Cash-Out Party shall pay its Future Cost Payment by depositing such payment into a trust fund managed by an independent party retained by the Settling LDWG Parties, which payment shall be used for the sole purpose of paying for recoverable Response Costs incurred after December 31, 2022, associated with the Site and/or funding implementation of the scope of work required by the Consent Decree. The Settling LDWG Parties shall not assert claims against any Settling Cash-Out Party with respect to Cash-Out Settlement Payments prior to thirty (30) days after the Effective Date. The portion of any Cash-Out Settlement Payment by a Settling Cash-Out Party that is made more than thirty (30) days after the Effective Date defined below shall accrue interest at the rate of 12% per year until paid. The Settling LDWG Parties will provide instructions as necessary for making the Cash-Out Settlement Payments no later than three (3) days after the lodging of the Consent Decree.

3. Consent Decree with EPA and Ecology

- 3.1** Except as provided in Paragraph 9, this Agreement shall not become effective with respect to any Settling Cash-Out Party, except for the parties set forth in Appendix E (“**Appendix E Parties**”), unless and until: (1) that Settling Cash-Out Party enters

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into a final Consent Decree with the United States and the State of Washington, resolving its liability to the United States and the State of Washington for all matters addressed in the Consent Decree; (2) that Consent Decree includes a covenant not to sue and contribution protection that, as to the Settling Cash-Out Parties, (i) contains no reopeners for changed conditions or emerging contaminants; (ii) contains no general reservation of rights by the United States or the State for releases, threats of release, or disposal of Waste Materials to the Site prior to any Settling Cash-Out Party's signature on the Consent Decree, other than a general reservation with respect to the liability of "EMJ" (as defined in footnote 1) for removal action under existing CERCLA orders and any other CERCLA administrative order issued by EPA to EMJ or entered by EPA and EMJ to implement removal action approved by EPA for the portion of the Site within the "Jorgensen Forge EAA" (as defined in footnote 1); (iii) is conditioned only on the satisfactory performance by each Settling Cash-Out Party of its obligations under the Consent Decree; and (iv) includes a definition of "Site" consistent with the definition in this Agreement; and (3) that Consent Decree is approved and entered by the court. Each Settling Cash-Out Party, except the Appendix E Parties, agrees to execute the Consent Decree if it meets the requirements of this Paragraph. In the event that the Consent Decree does not meet the requirements of this Paragraph, is inconsistent with this Paragraph, or that changes are made after the Settling Cash-Out Parties have signed during review by DOJ or the legislative bodies of the City of Seattle or King County that would have more than a de minimis adverse effect on the obligations, responsibilities, or protections afforded to any Settling Cash-Out Party set out in

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the Consent Decree, then any Settling Cash-Out Party shall have the sole and absolute discretion not to execute the final Consent Decree. For a Settling Cash-Out Party that chooses not to execute the final Consent Decree, this Agreement, except with regards to Paragraph 9 (disclosure of Axlor Report and FAR), shall be null and void only as to that Settling Cash-Out Party and its related entities set forth in Appendix E. As to any Settling Cash-Out Party that executes the final Consent Decree and this Agreement, this Agreement shall become effective on the Effective Date. Parties that were not allowed by EPA to sign the Consent Decree may enter into this Agreement if they are included on Appendix E and their related Settling Cash-Out Party has signed this Agreement and the Consent Decree.

3.2 The Settling LDWG Parties shall comply with the Consent Decree.

3.3 The Settling LDWG Parties may oppose the execution of the Consent Decree by any party that has not entered into this Agreement or a separate settlement agreement with the Settling LDWG Parties. If the Consent Decree meets the requirements of Paragraph 3.1, each Settling Cash-Out Party that executes this Agreement agrees not to object to the Consent Decree. Each entity on Appendix E agrees not to object to the Consent Decree if their related Settling Cash-Out Party has signed the Consent Decree.

4. Bar Order

4.1 The Settling Cash-Out Parties who sign the Consent Decree shall work together with the Settling LDWG Parties to seek an order from the Court that bars all claims arising out of or related to Response Costs or Matters Addressed, as those terms are defined in the Consent Decree, brought by anyone, including the United States and

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State of Washington (other than the claims reserved by the United States and the State of Washington in the Consent Decree), against the Settling LDWG Parties, the Settling Funding Party and/or the Settling Cash-Out Parties (“**Bar Order Claims**”). Bar Order Claims may be styled as (without limitation) claims for cost recovery, contribution, equitable indemnity, or damages under CERCLA, MTCA, other federal or state statutes, or the common law. No Settling Cash-Out Party shall object to such Bar Order, regardless of whether they sign the Consent Decree.

- 4.2** The requested bar order will not apply to bar settlement of the County’s claims in the Monsanto PCB class action settlement process in *City of Long Beach v. Monsanto Company*, U.S. District Court Central District of California – Western Division Case No. 2:16-cv-03493-FMO-AS, if still pending, or an action to enforce this Agreement.

5. Mutual Release of Claims.

- 5.1** Each Settling Party releases all other Settling Parties from any and all Released Claims as defined in this Paragraph 5, and each Settling Cash-Out Party releases the Settling Funding Party from any and all Released Claims, subject to the terms and limitations described in this Paragraph 5 (the “**Release of Claims**” or “**Release**”); however, these Releases do not apply as between and among the Settling LDWG Parties, who have separately executed an agreement between themselves addressing releases among them. The Release between the Settling LDWG Parties and the Settling Cash-Out Parties shall take effect as described below.

- 5.2** When the Releases take effect:

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- 5.2.1 The Release between the Settling LDWG Parties and each Settling Cash-Out Party shall take effect and be binding upon that Settling Cash-Out Party's payment in full to the Settling LDWG Parties of its Cash-Out Settlement Payment, provided that, if a Settling Cash-Out Party does not pay its Cash-Out Settlement Payment when due, the Settling Cash-Out Party's release of the Settling LDWG Parties shall take effect and be binding on the payment due date but the Settling LDWG Parties' release of the Settling Cash-Out Party shall not take effect and be binding until payment in full is made.
- 5.2.2 The Release between each Settling Cash-Out Party and the Settling Funding Party shall take effect and be binding upon the Effective Date, if the Settling Funding Party has executed a settlement agreement with the Settling LDWG Parties that contains the same scope of release by the Settling Funding Party of the Settling Cash-Out Parties as in this Agreement on or before the Effective Date and the Settling Funding Party has signed Appendix F to this Agreement, and otherwise shall take effect and be binding on the date when the Settling Funding Party has executed a settlement agreement with the Settling LDWG Parties that contains the same scope of release as to Settling Cash-Out Parties as in this Agreement and has signed Appendix F to this Agreement.
- 5.2.3 The Release between the Settling Cash-Out Parties shall take effect and be binding upon the Effective Date.
- 5.2.4 The Releases provided in Paragraph 5.1 above extend to each released party's parent companies, subsidiaries, agents, heirs, successors, assigns, principals,

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officers, directors, members, governors, employees, and vessels but do not cover claims based on the liability of any entity that has become or becomes affiliated with a Settling Cash-Out Party, such as through a contractual relationship or through a merger or acquisition, and that: (1) meets the definition in CERCLA of a Potentially Responsible Party or the definition in MTCA of a Potentially Liable Party for the LDW Site; (2) did not sign the MOA; and (3) was not disclosed in the Allocation either: (a) as related to a party that participated in the Allocation (and actually met the definition of “Related Entities” in the MOA) or (b) as an entity whose liability was included in the Allocator’s assignment of a share to a Settling Party.

5.3 Subject to the reservations in Paragraph 5.5, “**Released Claims**” are any and all claims related to or arising from (1) any release(s) of Waste Materials to the Site before the Effective Date; (2) the resuspension or migration, after the Effective Date, of Waste Materials initially released to the Site before the Effective Date, except as provided in Paragraph 8 below; (3) any past or future response actions addressing any such releases, resuspension or migration described in items (1) or (2) above in this subparagraph 5.3, including (without limitation) all claims for cost recovery, contribution, or indemnity arising under CERCLA, MTCA, other statutes, or common law; and (4) any response actions occurring before the Effective Date addressing the Boeing Plant 2/Jorgensen Forge Early Action Area (“**EAA 4**”) ¹, including (without limitation) all claims for cost recovery,

¹ EAA 4 initially was identified as a single Early Action Area, but it was addressed as though it were two separate Early Action Areas. As noted in Section 2.3 of the ROD, Boeing addressed contaminated sediments in the

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contribution, or indemnity arising under CERCLA, MTCA, other statutes, or common law.

5.3.1 Bayer CropScience Inc., on behalf of its subsidiaries or related companies Pharmacia LLC, Monsanto Company, and Solutia, Inc. (collectively the “Bayer Entities”), waives and releases all other Settling Parties from any and all claims arising from or associated with the Bayer Entities’ settlement payment to the City of Seattle in *City of Seattle v. Monsanto*, U.S. District Court Western District of Washington Case No. 2:16-cv-00107-RAJ.

5.4 Application of the Releases.

5.4.1 The Release between the Settling LDWG Parties and the Settling Cash-Out Parties applies to any and all Released Claims they have or may have against each other. Each entity on Appendix E must sign the representation and warranty contained in Appendix E applicable to that entity in order for the Release in this Agreement to take effect and be binding as to that entity.

5.4.2 The Release between the Settling Cash-Out Parties and the Settling Funding Party applies to any and all Released Claims that they have or may have against each other.

5.4.3 Released Claims include any and all claims or potential claims that may be asserted against any Settling LDWG Party’s or Settling Cash-Out Party’s insurer(s), provided that the insurer(s) sign a waiver of Released Claims against the Settling LDWG Parties and the Settling Cash-Out Parties in a

portion of EAA 4 that is adjacent to its Plant 2 facility under a RCRA order (“**Boeing Plant 2 EAA**”), and Earle M. Jorgensen Company (“**EMJ**”) has and is continuing to separately address under CERCLA orders contaminated sediments in the portion of EAA 4 that is adjacent to the Jorgensen Forge facility (“**Jorgensen Forge EAA**”)

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form substantially equivalent to Appendix H, except to the extent a Settling Cash-Out Party's full Cash-Out Settlement Payment has not been paid. Nothing in this Agreement provides that a Settling Party releases its insurer from its obligations to that Settling Party.

5.4.4 The Settling LDWG Parties and the Settling Cash-Out Parties have resolved claims against each other related to the reallocation of shared Allocation and Database costs in a separate agreement entitled "Settlement Agreement Regarding Shared Allocation and Database Costs." Shared Allocation and Database costs are defined in that separate agreement.

5.5 Reservation of Claims.

5.5.1 Notwithstanding the foregoing, the terms "Released Claims" and "Release of Claims" do not include, and the parties to which the Release of Claims applies reserve all claims and defenses at law or in equity against each other for (i) breach or enforcement of the MOA, other than claims for reallocation of shared Allocation and Database costs (which are being settled and released separately); (ii) breach of this Agreement or any access agreement pursuant to Paragraph 7; (iii) natural resource damages that a natural resource trustee has claimed or may claim against a Settling Party now or in the future; (iv) upland source control requirements imposed by Ecology or EPA; (v) personal injuries that arise out of or relate to the release of any Waste Materials to the Site; (vi) Waste Materials at any other CERCLA or MTCA site or area, including but not limited to the Harbor Island Superfund site or any of its Operable Units, including Waste Materials that have

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migrated from the Site; or (vii) as to each Settling Party, any release(s) of Waste Materials to the Site initially occurring and for which that Settling Party has liability between the date that this Agreement is signed and the Effective Date. The City of Seattle and King County reserve their right to enforce any federal, state or local laws, including but not limited to enforcement of laws regarding controlling sources of contamination, to the extent that they do not seek performance of response actions or recovery for investigation or Response Costs within the scope of this Agreement or the Consent Decree. The City of Seattle and Pharmacia each reserves its right to enforce the settlement agreement regarding Case No. C16-107-RAJ (W.D. Wash.) and the County and Pharmacia each reserves its right to enforce the settlement agreement in the Monsanto PCB class action. The Settling LDWG Parties reserve their rights for breach of their separate settlement agreement among themselves. The Settling LDWG Parties reserve all claims in contribution, and shall have the exclusive rights and the Settling Cash-Out Parties shall have no rights, to bring contribution claims for Site Response Costs against any person or entity not released under Paragraph 5.

- 5.6** The Settling LDWG Parties believe that the Consent Decree will bar any claims for future costs against any Settling Parties incurred for response actions in the Jorgensen Forge EAA and that this paragraph does not preserve any such claims. Settling Cash-Out Party EMJ believes the Consent Decree would not bar such claims. If a court were to rule that the Consent Decree does not bar claims for

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EMJ's future Jorgensen Forge EAA costs, then the Settling LDWG Parties and EMJ agree that EMJ's claims for response costs to address the Jorgensen Forge EAA against the Settling Parties shall be limited to asserting a future cost claim against only Boeing and/or the County of up to \$3,000,000 (EMJ's future cost estimate as reflected in the Supplemental Engineering Evaluation and Cost Analysis for the Jorgensen Forge EAA ("EE/CA")) for response actions outlined in the EE/CA and any other response actions in the Jorgensen Forge EAA occurring after the Effective Date. Boeing and the County shall be permitted to assert any and all defenses and counterclaims against EMJ to such claim, and to assert related cross claims and third-party claims against any person or entity other than a Settling Cash-Out Party or the Settling Funding Party.

5.7 The Settling LDWG Parties will meet with EMJ to discuss the possibility of the Settling LDWG Parties voluntarily assuming responsibility to implement the Jorgensen Forge EAA response action, and the terms that would apply if LDWG were to voluntarily assume such responsibility, no later than 60 days after EPA issues its Action Memo for the Jorgensen Forge EAA.

6. Defense, Indemnity and Hold Harmless

6.1 The following Paragraphs 6.2 and 6.3 are applicable to any Settling Cash-Out Party that executes this settlement agreement with the Settling LDWG Parties and the Consent Decree described in Paragraph 3 of this Agreement; however, as to the Appendix C Parties, to the extent the supplemental agreements attached as Appendix D alter the effective date of this Paragraph 6 as to the Appendix C Party, then the terms of the supplemental agreement shall govern the effective date of this

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Paragraph 6 as to such party. The following Paragraphs 6.2 and 6.3 are also applicable to those entities listed on Appendix E who sign the representation and warranty contained in Appendix E and execute this settlement agreement with the Settling LDWG Parties.

- 6.2** Subject to Paragraph 6.3 through 6.5 of this Agreement, the Settling LDWG Parties shall defend (with counsel selected by the Settling LDWG Parties), indemnify, and hold harmless Settling Cash-Out Parties from and against any and all Released Claims asserted by any person or entity (other than the Port of Seattle) that is not a Settling Party or a Settling Funding Party. The Settling LDWG Parties shall control the defense and resolution of the indemnified matters, provided that such defense and resolution shall not require any Settling Cash-Out Party to incur any fees or costs or impose on any Settling Cash-Out Party the obligation to undertake any action, other than to reasonably cooperate with the defense of the claim(s).
- 6.3** The Settling LDWG Parties shall defend, indemnify, and hold harmless each Settling Cash-Out Party from and against any and all claims arising from implementation of the Consent Decree and Statement of Work, including without limitation the Settling LDWG Parties' actual or alleged non-compliance with the Consent Decree (including any future modifications thereto), unless and to the extent the claim against a Settling Cash-Out Party arises from (i) a Settling Cash-Out Party's negligence or intentional conduct after the Effective Date; (ii) from a Settling Cash-Out Party's failure to fulfill any of its obligations under this Agreement or an access agreement with the Settling LDWG Parties; or (iii) from a Settling Cash-Out Party's failure to fulfill any of its obligations under the Consent

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Decree. The Settling LDWG Parties shall control the defense and resolution of the indemnified matters; provided, however, that such defense and resolution shall not require any Settling Cash-Out Party to incur any fees or costs or impose on any Settling Cash-Out Party the obligation to undertake any action other than to reasonably cooperate with the defense of the claim(s).

6.4 The defense and indemnity obligations in Paragraph 6.2 shall not apply to any claim against EMJ arising out of contamination in the Jorgensen Forge EAA, and the Settling LDWG Parties shall not owe EMJ any duty to defend or indemnify EMJ from any such claims.

6.5 This defense and indemnity also does not apply to claims against the Bayer Entities arising from the production, distribution or promotion of PCBs.

7. Use of the Waterway and Access Agreements

7.1 Uses of Waterway. The Settling LDWG Parties agree to continue supporting inclusion of provisions in the Consent Decree, the Statement of Work (SOW), or another written commitment by EPA to (i) when practicable, avoid conflicts between existing and reasonably foreseeable future uses of specific areas of the Site; (ii) limit use restrictions or other (non-Seafood) Institutional Controls (as defined in the Consent Decree) to those needed solely to maintain the integrity of caps; (iii) preserve the Settling Parties' rights to negotiate reasonable terms of any access agreements or other agreements required under the Settlement Agreement(s), the Consent Decree, or the SOW, while allowing the Settling LDWG Parties to implement the requirements of the Consent Decree within the schedule set by EPA, and (iv) provide for the Settling Cash-out Parties to receive briefings

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and provide input to the Settling LDWG Parties and to EPA when the Phase 2 Data Evaluation Report is available and at the 60% design stage for the Middle and Lower Reaches of the Site regarding response actions, Institutional Controls, and use restrictions that will impact a Settling Cash-out Party's property or business operations. The provisions of this Paragraph 7.1 are in addition to the requirements of the Consent Decree and SOW.

- 7.2** Access Agreements. For any access needed to implement the Work (as defined in the Consent Decree), the Settling LDWG Parties and the affected Settling Cash-Out Parties will negotiate reasonable access agreements as set forth in the Consent Decree. Within 30 days after Settling LDWG Parties notify the affected Settling Cash-Out Parties, those affected Settling Cash-Out Parties will provide the Settling LDWG Parties with a list and map of properties and locations they own, lease, or control in and adjacent to the Site, including the locations of known functional and derelict in-water structures (such as docks, buoys, dolphins, pilings, moorings, and piers) or attachments thereto (such as floats or gangways). Access agreements will require the Settling LDWG Parties to restore or replace functional in-water structures removed or damaged by Work performance to the same or similar condition in which they existed before the Work, unless or to the extent that restoration is technically impracticable or legally impermissible, if the owner of the structures wants them to be restored or replaced. If the owner of the structures is a Settling Party, then the owner and the Settling LDWG Parties will share the costs of any upgrades in materials or other aspects of the restored or replaced structures on a reasonable basis. The owner of the structures will cooperate with the Settling

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LDWG Parties to keep to the schedule for the Work, for example by providing timely review of the design of structural elements. In order to facilitate coordination, the Settling LDWG Parties shall provide notices using a listserv provided by those Settling Cash-Out Parties who own or occupy propert(ies) or locations at the Site (including moorage and berthing areas) of the availability of information regarding anticipated capping and dredging areas and changes to those areas and to any in-water structures or attachments thereto. In addition, within thirty (30) days following completion of the 90% design, the Settling LDWG Parties shall provide initial written notice to affected Settling Cash-Out Parties, to the extent such information is available, regarding the need for, timing, and duration of anticipated needed access to property or locations that Settling Parties own or occupy. The Settling LDWG Parties shall update the notice following finalization of the construction schedule and shall update the notice further upon any changes to the construction schedule that affect the access. The Settling LDWG Parties will seek access that is reasonable in terms of the time, manner and extent of access while allowing for implementation of the Work in accordance with the schedule set by EPA. Those Settling Cash-Out Parties who own, lease, or control propert(ies) or locations at the Site or in those areas adjacent to the Site where access is needed to perform response actions required by the Consent Decree agree to designate a contact person to communicate directly with Settling LDWG Party's designated person and to provide the Settling LDWG Parties and their representatives, contractors, and subcontractors with reasonable access to such propert(ies) pursuant to their respective access agreements. Any access sought from a Settling Cash-Out

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Party shall be subject to reasonable compensation by the Settling LDWG Parties if the Settling Cash-Out Party providing such access incurs and documents financial harm due to business interference, or harm to real or personal property (including in-water structures and attachments thereto, for time frames prior to completion of restoration) that is unavoidable with implementation of reasonable measures. Staging shall, whenever practicable, occur on property owned by the Settling LDWG Parties, except as otherwise agreed by an applicable Settling Cash-Out Party or to allow the Settling LDWG Parties to respond to an emergency pursuant to section 7.6 of the SOW. These access provisions are in addition to the requirements of the Consent Decree and SOW.

8. **Post-Consent Decree Contamination.** The Settling Parties shall not seek cost recovery, contribution or indemnity from each other for Response Costs for any release of Waste Materials to the Site that initially occurs on or after the Effective Date (“**New Release**”), unless the claimant demonstrates that such New Release originated from a property, plant or facility currently owned or operated by the Settling LDWG Party or the Settling Cash-Out Party at the time of the alleged New Release, or the Settling LDWG Party or the Settling Cash-Out Party qualifies, as to the New Release, as an arranger, transporter or generator under CERCLA or MTCA. For purposes of this Paragraph 8, “New Release” shall not include the resuspension or migration of Waste Materials initially released before the Effective Date, which is addressed in Paragraph 5 of this Agreement. Notwithstanding the terms of Paragraph 5, a resuspension resulting from a Settling Cash-Out Party’s negligent, intentional or reckless disturbance of a remedial cap, which results in Settling LDWG Parties incurring costs to implement new or additional response actions required

Settlement Agreement and Mutual Release

by EPA or Ecology, shall constitute a “New Release.” The claimant shall meet and confer with the Settling LDWG Party or the Settling Cash-Out Party at least thirty (30) days prior to initiating any action for cost recovery, contribution, or indemnity for Response Costs for any New Release.

9. Authorized Disclosures

9.1 The Settling Cash-Out Parties consent to and will not object to disclosure by the Settling LDWG Parties in litigation or in settlement negotiations regarding claims under CERCLA or MTCA for contribution or recovery of Response Costs for the Site or for specific upland properties identified in the Allocation as sources of contaminants to the Site: (i) all or portions of Axlors’ final remedial cost estimate report; (ii) all or portions of the FAR, including its appendices; and (iii) the Settling Parties’ respective Allocation shares, together with a disclosure that the Settling Cash-Out Parties’ respective settlement payments constitute, as defined in Paragraph 2 above, each party’s FAR Share of the Settling LDWG Parties’ past costs through December 31, 2022, plus each party’s FAR Share of estimated future costs plus a premium on estimated future costs. In addition, the Settling Parties consent to and will not object to disclosure by any Settling Cash-Out Party or any Settling Funding Party that executes a final settlement with the Settling LDWG Parties of the same three documents and information as above, in litigation or in settlement negotiations regarding claims under CERCLA or MTCA for contribution or recovery of response costs or for specific upland properties identified in the Allocation as sources of contaminants to the Site. Except for disclosure of the Axlors final remedial cost estimate report, a disclosure authorized

Settlement Agreement and Mutual Release

in this Paragraph 9 is referred to as the “**Disclosure**,” which shall be subject to the limitations set forth in subparagraphs 9.2.1 through 9.2.4 below. This Paragraph 9 allowing the Disclosure is not a waiver of the Mediation Privilege or any other privilege for other documents and communications that were part of the Allocation, the subsequent mediations, or the settlement negotiations among the parties.

9.2 Disclosure Requirements: In the event that any of the Settling Parties seek to make a Disclosure under this Paragraph 9, the party or parties seeking to make the Disclosure shall:

9.2.1 if the Disclosure will be used in litigation, seek a protective order with respect to use of the FAR and/or any portion of the FAR appendices in the litigation, which includes at least as much protection as the Model Stipulated Protective Order for the U.S. District Court for the Western District of Washington and any of the Settling Parties involved in such litigation shall support the motion for a protective order.

9.2.2 seek the same confidentiality treatment as required in Paragraph 9.2.1 above in connection with any regulatory or administrative proceeding; except for Disclosure to the United States, if the existing Confidentiality Agreement (defined in Paragraph 9.5) is applicable. Any of the Settling Parties involved in such proceeding shall support the confidentiality treatment.

9.2.3 cooperate with any of the other Settling Parties that seek to file a declaration or other document in support of the motion, application or other request for a protective order or confidentiality treatment, which cooperation shall include (without limitation) providing notice to all Settling Parties that will

Settlement Agreement and Mutual Release

be named in or the subject of the Disclosure of such motion, application or other request at least seven (7) days prior to any deadline for the notice recipient to file a response or otherwise provide such supporting documentation. No such notice shall be required if the Settling Party that will be named in or will be the subject of the Disclosure is a party in the relevant lawsuit or proceeding.

9.2.4 not use or make any Disclosure in any litigation or administrative proceeding initiated by a Settling Cash-Out Party against another Settling Cash-Out Party that does not involve a Settling LDWG Party or the United States, without the affected party's consent, except as otherwise expressly allowed under this Agreement or the MOA.

9.3 King County Disclosure to Ecology. The Settling Parties consent to King County disclosing only that portion(s) of the FAR addressing King County's insurance recovery and grant funding to Ecology and only if needed for purposes of grant funding administration. Such disclosure shall redact all other participant names or identifying information and shall be made expressly on the condition that such disclosure (i) is limited in scope; and (ii) shall, in no event, effectuate or result in any broader disclosure or waiver of King County's or any other parties' mediation privileges as those privileges relate to the FAR, the Allocation, or otherwise.

9.4 Axlor Contract Amendment. The Settling Cash-Out Parties' consent to any disclosure of Axlor's final remedial cost estimate report to any third party (including, without limitation, the United States and the Port of Seattle) is

Settlement Agreement and Mutual Release

conditioned upon written agreement by Axlor to the disclosure. The Settling Party obtaining Axlor's written agreement shall provide it to the other Settling Parties.

9.5 United States Confidentiality Agreement. The Settling Parties agree that pursuant to Paragraph 10 of the Confidentiality Agreement Among the United States and Lower Duwamish Waterway Superfund Site Allocation Participants ("**Confidentiality Agreement**"), the FAR constitutes "information known or available to the Allocation Participants outside of the settlement negotiations" with the United States and, therefore, is not subject to that Confidentiality Agreement's terms if disclosed pursuant to this Paragraph 9.

9.6 The provisions of this Paragraph 9 take effect for each signatory party upon its signature of this Agreement.

10. Transfer of Claims. The Settling Parties, and each of them, represent and warrant that no other person or entity has claimed or now claims any interest in the Released Claims, or any interest in the subject matter of this Agreement. The Settling Parties, and each of them, represent and warrant that they have not sold, assigned, transferred, conveyed, donated or otherwise set over to any person or entity any claim or demand relating to the matters covered by this Agreement.

11. Agreement Not An Admission. This Agreement is made as a negotiated compromise and settlement of disputed claims. This Agreement shall not constitute, nor shall it be construed as or deemed to be evidence of, any admission of liability or wrongdoing or the truth of any allegations or correctness of any claims asserted by any of the Settling Parties. Nor shall this Agreement be deemed to be evidence of the existence, nature or amount of

Settlement Agreement and Mutual Release

damages alleged by any Settling Party, as all payments made hereunder are in compromise only, and to avoid litigation.

12. **Represented By Counsel.** Each Settling Party acknowledges that it has been represented by legal counsel, and that each Settling Party has reviewed, and has had the benefit of legal counsel's advice concerning, all of the terms and conditions of this Agreement.
13. **Ambiguity.** Each Settling Party acknowledges that this Agreement is the product of informed, arms-length negotiations among the Settling Parties, and if any part of this Agreement is deemed ambiguous or in conflict, it shall be construed as if it were drafted jointly by all Settling Parties.
14. **Authority.** Each Settling Party represents and warrants that each person who has signed this Agreement in a representative capacity on that Settling Party's behalf is duly authorized to enter into this Agreement and to bind the Settling Party on whose behalf he or she is signing.
15. **Representations and Warranties.** Each of the Settling Parties represents and warrants that the representations made by that Settling Party in this Agreement are true and correct, and that Settling Party has the sole right and exclusive authority to execute this Agreement and to receive the consideration therefor.
16. **Attorneys' Fees and Costs.** The Settling Parties mutually waive their right to recover any of their respective costs, attorneys' fees, consultant fees, or expert fees from the other Settling Parties in connection with Released Claims. In the event of an action for breach of this Agreement, however, the prevailing party shall recover its attorneys' fees and costs from the non-prevailing party or parties.

Settlement Agreement and Mutual Release

- 17. Binding Effect.** This Agreement shall be binding on successors and assigns of the Settling Parties and shall inure to the benefit of each Settling Party's parent companies, subsidiaries, agents, heirs, successors, assigns, principals, officers, directors, members, governors, employees, and vessels. The provisions under Paragraph 7 governing upland access shall be binding on future owners of property currently owned by Settling Cash-Out Parties.
- 18. Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Agreement shall be heard in King County Superior Court in Seattle.
- 19. Notice.** Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Appendix I to this Agreement. All notices specified in this Agreement must be in writing and sent using electronic mail addresses listed in Appendix I unless otherwise specified. All notices under this Paragraph are effective upon receipt, unless otherwise specified. In the case of emailed notices, there is a rebuttable presumption that such notices are received on the same day that they are sent. Any Party may change the method, person, or address applicable to it by providing notice of such change to all Parties.
- 20. Entire Agreement; Amendment.** The Appendices to this Agreement are incorporated herein as terms of this Agreement. Except as otherwise stated in this Paragraph, this

Settlement Agreement and Mutual Release

Agreement and all Appendices hereto contain all of the terms and conditions agreed upon by the Settling Parties relating to its subject matter and supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and communications between or among the Settling Parties, whether oral or written, respecting the subject matter of this Agreement. This Agreement may be amended or modified only by a writing signed by the Settling Parties. It shall not be modified by any oral statement, communication, agreement, course of conduct, or by anything else other than a writing signed by the Settling Parties. **However**, nothing in this Agreement shall supersede, cancel, modify or otherwise amend: (1) any separate agreement between the Settling LDWG Parties; (2) the Consent Decree; or (3) the MOA.

- 21. Counterparts.** This Agreement may be executed in counterparts and by facsimile or portable document format (.pdf) signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.
- 22. Agreement Not A Waiver of Privileges.** Nothing in this Agreement is a waiver of the Mediation Privilege, or any other privilege, or the Attorney Work Product Doctrine for documents and communications that were part of the Allocation, the subsequent mediations, or the settlement negotiations among the parties.

IN WITNESS WHEREOF, the Settling Parties have executed this Agreement as of the day and year indicated below.

Settlement Agreement and Mutual Release

FOR: THE BOEING COMPANY

January 9, 2025



Dated

Name: Meredith Weinberg
Title: Partner
Address: Perkins Coie LLP
1201 3rd Avenue, Suite 4900
Seattle, WA 98101

FOR: THE CITY OF SEATTLE

Dated

Name: Bruce Harrell
Title: Mayor
Address: P.O. Box 94749
Seattle, WA 98124-4749

FOR: KING COUNTY

Dated

Name: Dow Constantine
Title: King County Executive
Address: King County Chinook Building
401 5th Ave. Suite 800
Seattle, WA 98104

FOR: DUWAMISH SHIPYARD, INC.

Dated

Name: Kyle McCleary
Title: Secretary/Treasurer
Address: P.O. Box 13368
Des Moines, WA 98198

Settlement Agreement and Mutual Release

FOR: THE BOEING COMPANY

Dated

Name: Meredith Weinberg
Title: Partner
Address: Perkins Coie LLP
1201 3rd Avenue, Suite 4900
Seattle, WA 98101

FOR: THE CITY OF SEATTLE

Dated

Name: Bruce Harrell
Title: Mayor
Address: P.O. Box 94749
Seattle, WA 98124-4749

FOR: KING COUNTY


Dated

Name: Dow Constantine
Title: King County Executive
Address: King County Chinook Building
401 5th Ave. Suite 800
Seattle, WA 98104

FOR: DUWAMISH SHIPYARD, INC.

12/26/24

Dated



Name: Kyle McCleary
Title: Secretary/Treasurer
Address: P.O. Box 13368
Des Moines, WA 98198

Settlement Agreement and Mutual Release

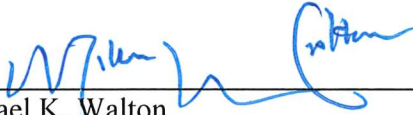
FOR: PHARMACIA LLC

Dated

Name: Drew Reavis
Title: Head of North America Environmental and
Sustainability
Bayer U.S. LLC
Address: 800 North Lindbergh Blvd
St. Louis, MO 63167

FOR: PACCAR INC

1/7/2025
Dated



Name: Michael K. Walton
Title: Vice President and General Counsel
Address: 777 106th Avenue Northeast
Bellevue, WA 98004

FOR: SEATTLE BOILER WORKS, INC.

Dated

Name: Craig Hopkins
Title: President/Manager
Address: 500 S. Myrtle Street
Seattle, WA 98108

FOR: FRANK H. HOPKINS FAMILY L.L.C.

Dated

Name: Craig Hopkins
Title: President/Manager
Address: 500 S. Myrtle Street
Seattle, WA 98108

Settlement Agreement and Mutual Release

FOR: PHARMACIA LLC

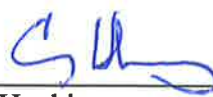
Dated Name:
 Title: Drew Reavis
 Head of North America Environmental and
 Sustainability
 Address: Bayer U.S. LLC
 800 North Lindbergh Blvd
 St. Louis, MO 63167

FOR: PACCAR INC

Dated Name:
 Title: Michael K. Walton
 Vice President and General Counsel
 Address: 777 106th Avenue Northeast
 Bellevue, WA 98004

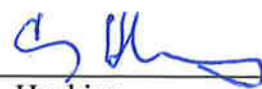
FOR: SEATTLE BOILER WORKS, INC.

1-7-25

Dated Name:
 Title: 
 Craig Hopkins
 Address: President/Manager
 500 S. Myrtle Street
 Seattle, WA 98108

FOR: FRANK H. HOPKINS FAMILY L.L.C.

1-7-25

Dated Name:
 Title: 
 Craig Hopkins
 Address: President/Manager
 500 S. Myrtle Street
 Seattle, WA 98108

Settlement Agreement and Mutual Release

**FOR: FREDRICK J. HOPKINS FAMILY
L.L.C.**


Dated

Name: Jamieson Hopkins
Title: Manager
Address: 500 S. Myrtle Street
Seattle, WA 98108

FOR: MANSON CONSTRUCTION CO.

12/23/2024

Dated




Name: John A. Holmes
Title: President
Address: 5209 East Marginal Way South
Seattle, WA 98134

FOR: MANSON INTERNATIONAL, INC.

12/23/2024

Dated




Name: John A. Holmes
Title: President
Address: 5209 East Marginal Way South
Seattle, WA 98134

FOR: 5055 PROPERTIES, LLC

12/23/2024

Dated



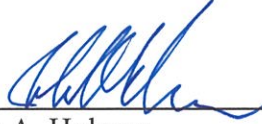
Name: John A. Holmes
Title: Manager
Address: 5209 East Marginal Way South
Seattle, WA 98134

Settlement Agreement and Mutual Release

**FOR: MANSON CONSTRUCTION
HOLDING COMPANY**

12/23/2024

Dated



Name: John A. Holmes
Title: President
Address: 5209 East Marginal Way South
Seattle, WA 98134

FOR: ALASKA MARINE LINES, INC.

Dated

Name: Everett H. Billingslea
Title: Secretary
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

FOR: KNIK CONSTRUCTION CO., INC.

Dated

Name: Everett H. Billingslea
Title: Secretary
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

**FOR: 5600 W. MARGINAL WAY, SW,
SEATTLE, LLC**

Dated

Name: Everett H. Billingslea
Title: Manager
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

Settlement Agreement and Mutual Release

**FOR: MANSON CONSTRUCTION
HOLDING COMPANY**


Dated

Name: John A. Holmes
Title: President
Address: 5209 East Marginal Way South
Seattle, WA 98134

FOR: ALASKA MARINE LINES, INC.

12/20/2024

Dated




Name: Everett H. Billingslea
Title: Secretary
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

FOR: KNIK CONSTRUCTION CO., INC.

12/20/2024

Dated




Name: Everett H. Billingslea
Title: Secretary
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

**FOR: 5600 W. MARGINAL WAY, SW,
SEATTLE, LLC**

12/20/2024

Dated

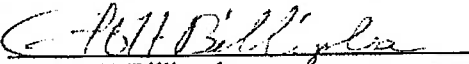


Name: Everett H. Billingslea
Title: Manager
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

Settlement Agreement and Mutual Release


**FOR: 5615 W. MARGINAL WAY SW,
SEATTLE, LLC**

12/20/2024
Dated


Name: Everett H. Billingslea
Title: Manager
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

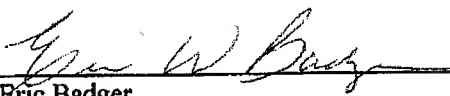
FOR: LYNDEN TRANSPORT, INC.

12/20/2024
Dated


Name: Paul A. Grimaldi
Title: President
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

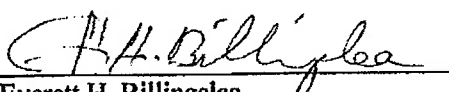
FOR: LTI, INC.

12/20/2024
Dated


Name: Eric Badger
Title: President
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

FOR: DOUGLAS MANAGEMENT CO.

12/20/2024
Dated


Name: Everett H. Billingslea
Title: Secretary
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

Settlement Agreement and Mutual Release


FOR: SWAN BAY HOLDINGS, INC.

12/20/2024
Dated


Name: Everett H. Billingslea
Title: Assistant Secretary
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255


FOR: BERING MARINE CORPORATION

12/20/2024
Dated


Name: Everett H. Billingslea
Title: Secretary
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255


FOR: 7100 1ST AVE. S, SEATTLE, LLC

12/20/2024
Dated


Name: Everett H. Billingslea
Title: Manager
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

FOR: LYNDEN INCORPORATED

12/20/2024
Dated


Name: Everett H. Billingslea
Title: Sr. Vice President and Secretary
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

Settlement Agreement and Mutual Release

**FOR: LYNDEN MARINE LEASING,
LLC, AND ITS SUBSIDIARIES:**

Alaska Provider, LLC;
Alaska Trader, LLC;
Aleutian Trader, LLC;
Anchorage Provider, LLC;
Anchorage Trader, LLC;
Arctic Bear, LLC;
Arctic Gull, LLC;
Arctic Provider, LLC;
Baranof Provider, LLC;
Bering Trader LLC;
Chatham Provider, LLC;
Chichagof Provider, LLC;
Cordova Provider, LLC;
Fairbanks Provider, LLC;
Greta, LLC;
Hawaii Trader, LLC;
Ivan, LLC;
Kamakani, LLC;
Kenai Trader, LLC;
Koyukuk, LLC;
Krystal Sea, LLC;
Kuskokwim Trader, LLC;
Marine Boneyard, LLC;
Naknek Trader LLC;
Nunaniq, LLC;
Pacific Trader, LLC;
Polar Cloud, LLC;
Polar Endurance, LLC;
Polar King, LLC;
Polar Trader, LLC;
Polar Viking, LLC;
Polar Wind, LLC;
Rampart, LLC;
Sam M. Taalak, LLC;
Skagway Provider, LLC;
Southeast Provider, LLC;
Spencer Brewer, LLC;
Stickeen, LLC;
Stikine Provider, LLC;
Taku Provider, LLC;
Togiak Trader, LLC;
Tongass Provider, LLC;
Westward Trader, LLC;
Whittier Provider, LLC; and

Settlement Agreement and Mutual Release

Yukon Trader, LLC.

12/20/2024



Dated

Name: Everett H. Billingslea
Title: Secretary and Manager
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

FOR: LYNDEN SERVICES, INC.

12/20/2024



Dated

Name: Everett H. Billingslea
Title: Secretary
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

FOR: NORTHLAND SERVICES, INC.

12/20/2024



Dated

Name: Oliver Zidek
Title: General Manager
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

**FOR: NORTHLAND SERVICES, INC., ON
BEHALF OF NAKNEK BARGE
LINES, LLC, a dissolved company**

12/20/2024



Dated

Name: Oliver Zidek
Title: General Manager
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

Settlement Agreement and Mutual Release

**FOR: NORTHLAND SERVICES, INC., ON
BEHALF OF JORE MARINE
SERVICES, INC., a dissolved
corporation**

12/20/2024

Dated



Name: Oliver Zidek
Title: General Manager
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

**FOR: CROWLEY MARINE SERVICES,
INC.**

Dated

Name: Reece Alford
Title: Corporate Secretary
Address: 9487 Regency Square Blvd.
Jacksonville, FL 32225

FOR: 8TH AVENUE TERMINALS, INC.

Dated

Name: Reece Alford
Title: Corporate Secretary
Address: 9487 Regency Square Blvd.
Jacksonville, FL 32225

FOR: HOLCIM (US) INC.

Dated

Name: Jodie Earle
Title: Director, Litigation & Assistant
Secretary
Address: 6211 N. Ann Arbor Road
Dundee, MI 48131

Settlement Agreement and Mutual Release

**FOR: NORTHLAND SERVICES, INC., ON
BEHALF OF JORE MARINE
SERVICES, INC., a dissolved
corporation**

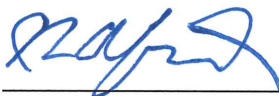
Dated

Name: Oliver Zidek
Title: General Manager
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

**FOR: CROWLEY MARINE SERVICES,
INC.**

1/6/25

Dated




Name: Reece Alford
Title: Corporate Secretary
Address: 9487 Regency Square Blvd.
Jacksonville, FL 32225

FOR: 8TH AVENUE TERMINALS, INC.

1/6/25

Dated



Name: Reece Alford
Title: Corporate Secretary
Address: 9487 Regency Square Blvd.
Jacksonville, FL 32225

FOR: HOLCIM (US) INC.

Dated

Name: Jodie Earle
Title: Director, Litigation & Assistant
Secretary
Address: 6211 N. Ann Arbor Road
Dundee, MI 48131

Settlement Agreement and Mutual Release

**FOR: NORTHLAND SERVICES, INC., ON
BEHALF OF JORE MARINE
SERVICES, INC., a dissolved
corporation**

Dated

Name: Oliver Zidek
Title: General Manager
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

**FOR: CROWLEY MARINE SERVICES,
INC.**

Dated

Name: Reece Alford
Title: Corporate Secretary
Address: 9487 Regency Square Blvd.
Jacksonville, FL 32225

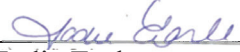
FOR: 8TH AVENUE TERMINALS, INC.

Dated

Name: Reece Alford
Title: Corporate Secretary
Address: 9487 Regency Square Blvd.
Jacksonville, FL 32225

FOR: HOLCIM (US) INC.

January 6, 2025
Dated

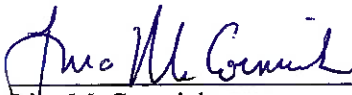


Name: Jodie Earle
Title: Director, Litigation & Assistant
Secretary
Address: 6211 N. Ann Arbor Road
Dundee, MI 48131

Settlement Agreement and Mutual Release

FOR: SURPLUS ITEMS INC.

1.6.2025
Dated


Name: Lisa McCormick
Title: Assistant Secretary
Address: 6211 N. Ann Arbor Road
Dundee, MI 48131

**FOR: SEATTLE IRON & METALS
CORPORATION**

Dated

Name: Alan P. Sidell
Title: President/Manager
Address: 601 S. Myrtle St.
Seattle, WA 98108

FOR: THE SHALMAR GROUP, LLC

Dated

Name: Alan P. Sidell
Title: President/Manager
Address: 601 S. Myrtle St.
Seattle, WA 98108

FOR: SHALMAR 08, LLC

Dated

Name: Alan P. Sidell
Title: President/Manager
Address: 601 S. Myrtle St.
Seattle, WA 98108

Settlement Agreement and Mutual Release

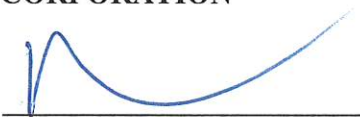
FOR: SURPLUS ITEMS INC.

Dated

Name: Lisa McCormick
Title: Assistant Secretary
Address: 6211 N. Ann Arbor Road
Dundee, MI 48131

**FOR: SEATTLE IRON & METALS
CORPORATION**

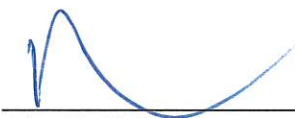
12-30-24
Dated



Name: Alan P. Sidell
Title: President/Manager
Address: 601 S. Myrtle St.
Seattle, WA 98108

FOR: THE SHALMAR GROUP, LLC

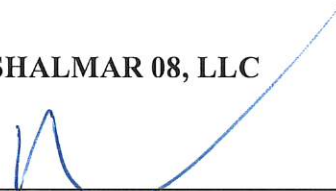
12-30-24
Dated



Name: Alan P. Sidell
Title: President/Manager
Address: 601 S. Myrtle St.
Seattle, WA 98108

FOR: SHALMAR 08, LLC

12-30-24
Dated



Name: Alan P. Sidell
Title: President/Manager
Address: 601 S. Myrtle St.
Seattle, WA 98108

Settlement Agreement and Mutual Release

FOR: SIMCO PROPERTIES, LLC

12-30-24

Dated



Name: Alan P. Sidell
Title: President/Manager
Address: 601 S. Myrtle St.
Seattle, WA 98108

**FOR: EARLE M. JORGENSEN
COMPANY**

Dated

Name: William A. Smith II
Title: Vice President and Secretary
Address: Earle M. Jorgensen Company
10650 Alameda Street
Lynwood, CA 90262

FOR: LINDE INC. (f/k/a PRAXAIR, INC.)

Dated

Name: Guillermo Bichara
Linde Inc.
Title: Executive Vice President & Chief Legal
Officer
Address: 10 Riverview Drive
Danbury, CT 06810

FOR: GLACIER NORTHWEST, INC.

Dated

Name: Allen Hamblen
Title: President and CEO
Address: 10655 W Park Run Dr, Ste 275
Las Vegas, NV 89144

Settlement Agreement and Mutual Release

FOR: SIMCO PROPERTIES, LLC


Dated

Name: Alan P. Sidell
Title: President/Manager
Address: 601 S. Myrtle St.
Seattle, WA 98108

**FOR: EARLE M. JORGENSEN
COMPANY**

1/9/2025

Dated



Name: William A. Smith II
Title: Vice President and Secretary
Address: Earle M. Jorgensen Company
10650 Alameda Street
Lynwood, CA 90262

FOR: LINDE INC. (f/k/a PRAXAIR, INC.)

Dated

Name: Guillermo Bichara
Linde Inc.
Title: Executive Vice President & Chief Legal
Officer
Address: 10 Riverview Drive
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FOR: GLACIER NORTHWEST, INC.

Dated

Name: Allen Hamblen
Title: President and CEO
Address: 10655 W Park Run Dr, Ste 275
Las Vegas, NV 89144

Settlement Agreement and Mutual Release

FOR: SIMCO PROPERTIES, LLC

Dated

Name: Alan P. Sidell
Title: President/Manager
Address: 601 S. Myrtle St.
Seattle, WA 98108

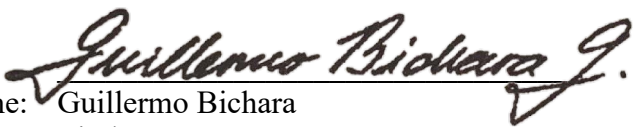
**FOR: EARLE M. JORGENSEN
COMPANY**

Dated

Name: William A. Smith II
Title: Vice President and Secretary
Address: Earle M. Jorgensen Company
10650 Alameda Street
Lynwood, CA 90262

FOR: LINDE INC. (f/k/a PRAXAIR, INC.)

1/8/2025
Dated



Name: Guillermo Bichara
Linde Inc.
Title: Executive Vice President & Chief Legal
Officer
Address: 10 Riverview Drive
Danbury, CT 06810

FOR: GLACIER NORTHWEST, INC.

Dated

Name: Allen Hamblen
Title: President and CEO
Address: 10655 W Park Run Dr, Ste 275
Las Vegas, NV 89144

Settlement Agreement and Mutual Release

FOR: SIMCO PROPERTIES, LLC

Dated

Name: Alan P. Sidell
Title: President/Manager
Address: 601 S. Myrtle St.
Seattle, WA 98108

**FOR: EARLE M. JORGENSEN
COMPANY**

Dated

Name: William A. Smith II
Title: Vice President and Secretary
Address: Earle M. Jorgensen Company
10650 Alameda Street
Lynwood, CA 90262

FOR: LINDE INC. (f/k/a PRAXAIR, INC.)

Dated

Name: Guillermo Bichara
Linde Inc.
Title: Executive Vice President & Chief Legal
Officer
Address: 10 Riverview Drive
Danbury, CT 06810

FOR: GLACIER NORTHWEST, INC.

1/6/2025

Dated

Name: Allen Hamblen
Title: President and CEO
Address: 10655 W Park Run Dr, Ste 275
Las Vegas, NV 89144

Settlement Agreement and Mutual Release

FOR: NORTHWEST AGGREGATES CO.



Dated

Name: Allen Hamblen
Title: President and CEO
Address: 10655 W Park Run Dr, Ste 275
Las Vegas, NV 89144

**FOR: HOLCIM CANADA HOLDINGS LLC
(f/k/a LAFARGE NORTH AMERICA
INC.)**

Dated

Name: Ken Cathcart
Title: Vice President, General Counsel North
America and Assistant Secretary
Address: 6509 Airport Road
Mississauga, ON, Canada L4V 1S7

FOR: LAFARGE PNW INC.

Dated

Name: Caitlin Norton
Title: General Counsel and Assistant Secretary
Address: 6509 Airport Road
Mississauga, ON, Canada L4V 1S7

FOR: INTERNATIONAL PAPER COMPANY

Dated

Name: Joseph R. Saab
Title: Senior Vice President, General Counsel &
Corporate Secretary
Address: 6400 Poplar Avenue
Memphis, TN 38197

Settlement Agreement and Mutual Release

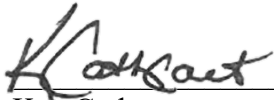
FOR: NORTHWEST AGGREGATES CO.

Dated

Name: Allen Hamblen
Title: President and CEO
Address: 10655 W Park Run Dr, Ste 275
Las Vegas, NV 89144

**FOR: HOLCIM CANADA HOLDINGS LLC
(f/k/a LAFARGE NORTH AMERICA
INC.)**

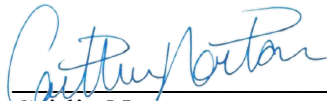
January 6, 2025
Dated



Name: Ken Cathcart
Title: Vice President, General Counsel North
America and Assistant Secretary
Address: 6509 Airport Road
Mississauga, ON, Canada L4V 1S7

FOR: LAFARGE PNW INC.

January 6, 2025
Dated



Name: Caitlin Norton
Title: General Counsel and Assistant Secretary
Address: 6509 Airport Road
Mississauga, ON, Canada L4V 1S7

FOR: INTERNATIONAL PAPER COMPANY

Dated

Name: Joseph R. Saab
Title: Senior Vice President, General Counsel &
Corporate Secretary
Address: 6400 Poplar Avenue
Memphis, TN 38197

Settlement Agreement and Mutual Release

FOR: NORTHWEST AGGREGATES CO.

Dated

Name: Allen Hamblen
Title: President and CEO
Address: 10655 W Park Run Dr, Ste 275
Las Vegas, NV 89144

**FOR: HOLCIM CANADA HOLDINGS LLC
(f/k/a LAFARGE NORTH AMERICA
INC.)**

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Name: Ken Cathcart
Title: Vice President, General Counsel North
America and Assistant Secretary
Address: 6509 Airport Road
Mississauga, ON, Canada L4V 1S7

FOR: LAFARGE PNW INC.

Dated

Name: Caitlin Norton
Title: General Counsel and Assistant Secretary
Address: 6509 Airport Road
Mississauga, ON, Canada L4V 1S7

FOR: INTERNATIONAL PAPER COMPANY

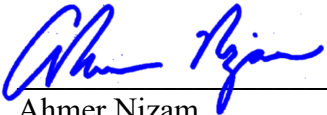
1/7/25
Dated

Name: ~~Joseph R. Saab~~ *Brian E. Heim*
Title: ~~Senior Vice President, General Counsel & EHS +
Corporate Secretary~~
Address: 6400 Poplar Avenue
Memphis, TN 38197
Sustainability

Settlement Agreement and Mutual Release

**FOR: WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION**

January 3, 2025
Dated


Name: Ahmer Nizam
Title: WSDOT Environmental Services Director
Address: 310 Maple Park Ave SE, Olympia WA 98501
Mail Stop 47331

FOR: SILVER BAY LOGGING, INC.

Dated

Name: Betty Buhler
Title: Secretary
Address: PO Box 270
Kelso, WA 98626-0023

FOR: BOYER TOWING, INC.

Dated

Name: Boyer Halvorsen
Title: President
Address: 7318 4th Avenue South
Seattle, WA 98108

FOR: BOYER LOGISTICS, INC.

Dated

Name: Boyer Halvorsen
Title: President
Address: 7318 4th Avenue South
Seattle, WA 98108

Settlement Agreement and Mutual Release

**FOR: WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION**

Dated Name: Ahmer Nizam
Title: WSDOT Environmental Services Director
Address: 310 Maple Park Ave SE, Olympia WA 98501
Mail Stop 47331

FOR: SILVER BAY LOGGING, INC.

12/27/2024
Dated Name: Betty Buhler
Title: Secretary
Address: PO Box 270
Kelso, WA 98626-0023

FOR: BOYER TOWING, INC.

Dated Name: Boyer Halvorsen
Title: President
Address: 7318 4th Avenue South
Seattle, WA 98108

FOR: BOYER LOGISTICS, INC.

Dated Name: Boyer Halvorsen
Title: President
Address: 7318 4th Avenue South
Seattle, WA 98108

Settlement Agreement and Mutual Release

**FOR: WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION**

Dated

Name: Ahmer Nizam
Title: WSDOT Environmental Services Director
Address: 310 Maple Park Ave SE, Olympia WA 98501
Mail Stop 47331

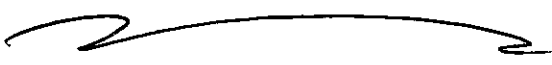
FOR: SILVER BAY LOGGING, INC.

Dated

Name: Betty Buhler
Title: Secretary
Address: PO Box 270
Kelso, WA 98626-0023

FOR: BOYER TOWING, INC.


12/31/24
Dated



Name: Boyer Halvorsen
Title: President
Address: 7318 4th Avenue South
Seattle, WA 98108

FOR: BOYER LOGISTICS, INC.

12/31/24
Dated




Name: Boyer Halvorsen
Title: President
Address: 7318 4th Avenue South
Seattle, WA 98108

Settlement Agreement and Mutual Release

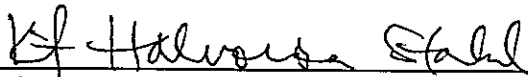
FOR: BOYER HALVORSEN

12/31/24
Dated


Name: Boyer Halvorsen
Address: 7318 4th Avenue South
Seattle, WA 98108


FOR: KIRSTEN HALVORSEN STAHL

12.28.24
Dated


Name: Kirsten Halvorsen Stahl
Address: 7318 4th Avenue South
Seattle, WA 98108

FOR: MAIA HALVORSEN

01-02-25
Dated


Name: Maia Halvorsen
Address: 7318 4th Avenue South
Seattle, WA 98108

**FOR: SEATAC MARINE PROPERTIES,
LLC**

Dated

Name: Walter Seay
Title: Governor
Address: 6701 Fox Avenue South
Seattle, WA 98108

FOR: SEATAC MARINE SERVICES, LLC

Dated

Name: Walter Seay
Title: Governor
Address: 6701 Fox Avenue South
Seattle, WA 98101

Settlement Agreement and Mutual Release

FOR: BOYER HALVORSEN

Dated

Name: Boyer Halvorsen
Address: 7318 4th Avenue South
Seattle, WA 98108

FOR: KIRSTEN HALVORSEN STAHL

Dated

Name: Kirsten Halvorsen Stahl
Address: 7318 4th Avenue South
Seattle, WA 98108

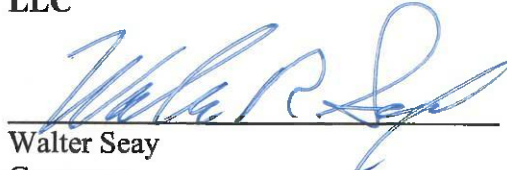
FOR: MAIA HALVORSEN

Dated

Name: Maia Halvorsen
Address: 7318 4th Avenue South
Seattle, WA 98108

**FOR: SEATAC MARINE PROPERTIES,
LLC**


Jan 6 '25
Dated



Name: Walter Seay
Title: Governor
Address: 6701 Fox Avenue South
Seattle, WA 98108

FOR: SEATAC MARINE SERVICES, LLC

Jan 6 '25
Dated



Name: Walter Seay
Title: Governor
Address: 6701 Fox Avenue South
Seattle, WA 98101

Settlement Agreement and Mutual Release

FOR: PUGET SOUND ENERGY, INC.

12/24/2024



Dated

Name: Lorna Luebbe
Title: General Counsel/SVP Chief Sustainability
Officer
Address: PO Box 97034, Bellevue, WA 98009

**FOR: WELLS FARGO BANK, NATIONAL
ASSOCIATION**

Dated

Name: Craig Baldauf
Title: Deputy General Counsel
Address: 401 S. Tryon St., Charlotte, NC 28202-1675

FOR: CONGLOBAL INDUSTRIES, LLC

Dated

Name: Paul Kleppetsch
Title: Vice President and General Counsel
Address: 8205 S. Cass Avenue, Suite 115
Darien, IL 60561

**FOR: WESTROCK LONGVIEW, LLC (f/k/a
LONGVIEW FIBRE PAPER AND
PACKAGING, INC.)**

Dated

Name: Nina E. Butler
Title: Vice President and Senior EHS
Counsel - North America
Address: 1000 Abernathy Road NE
Atlanta, GA 30328

Settlement Agreement and Mutual Release

FOR: PUGET SOUND ENERGY, INC.

Dated

Name: Lorna Luebbe
Title: General Counsel/SVP Chief Sustainability
Officer
Address: PO Box 97034, Bellevue, WA 98009

**FOR: WELLS FARGO BANK, NATIONAL
ASSOCIATION**

1/2/2025

Dated

Name: Craig Baldauf
Title: Deputy General Counsel | Executive Vice President
Address: 401 S. Tryon St., Charlotte, NC 28202-1675

Signed by:

Craig Baldauf

93381AB941C94FA...

FOR: CONGLOBAL INDUSTRIES, LLC

Dated

Name: Paul Kleppetsch
Title: Vice President and General Counsel
Address: 8205 S. Cass Avenue, Suite 115
Darien, IL 60561

**FOR: WESTROCK LONGVIEW, LLC (f/k/a
LONGVIEW FIBRE PAPER AND
PACKAGING, INC.)**

Dated

Name: Nina E. Butler
Title: Vice President and Senior EHS
Counsel - North America
Address: 1000 Abernathy Road NE
Atlanta, GA 30328

Settlement Agreement and Mutual Release

FOR: PUGET SOUND ENERGY, INC.

Dated

Name: Lorna Luebbe
Title: General Counsel/SVP Chief Sustainability
Officer
Address: PO Box 97034, Bellevue, WA 98009

**FOR: WELLS FARGO BANK, NATIONAL
ASSOCIATION**


Dated

Name: Craig Baldauf
Title: Deputy General Counsel
Address: 401 S. Tryon St., Charlotte, NC 28202-1675

FOR: CONGLOBAL INDUSTRIES, LLC

1/3/2025

Dated



Name: Paul Kleppetsch
Title: Vice President and General Counsel
Address: 8205 S. Cass Avenue, Suite 115
Darien, IL 60561

**FOR: WESTROCK LONGVIEW, LLC (f/k/a
LONGVIEW FIBRE PAPER AND
PACKAGING, INC.)**

Dated

Name: Nina E. Butler
Title: Vice President and Senior EHS
Counsel - North America
Address: 1000 Abernathy Road NE
Atlanta, GA 30328

Settlement Agreement and Mutual Release

FOR: PUGET SOUND ENERGY, INC.

Dated

Name: Lorna Luebbe
Title: General Counsel/SVP Chief Sustainability
Officer
Address: PO Box 97034, Bellevue, WA 98009

**FOR: WELLS FARGO BANK, NATIONAL
ASSOCIATION**

Dated

Name: Craig Baldauf
Title: Deputy General Counsel
Address: 401 S. Tryon St., Charlotte, NC 28202-1675


FOR: CONGLOBAL INDUSTRIES, LLC

Dated

Name: Paul Kleppetsch
Title: Vice President and General Counsel
Address: 8205 S. Cass Avenue, Suite 115
Darien, IL 60561

**FOR: WESTROCK LONGVIEW, LLC (f/k/a
LONGVIEW FIBRE PAPER AND
PACKAGING, INC.)**

1/6/25
Dated

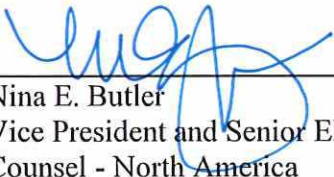


Name: Nina E. Butler
Title: Vice President and Senior EHS
Counsel - North America
Address: 1000 Abernathy Road NE
Atlanta, GA 30328

Settlement Agreement and Mutual Release

FOR: WESTROCK SERVICES, LLC

1/6/25
Dated


Name: Nina E. Butler
Title: Vice President and Senior EHS
Counsel - North America
Address: 1000 Abernathy Road NE
Atlanta, GA 30328

**FOR: SOUTH PARK MARINA LIMITED
PARTNERSHIP**

Dated

Name: Guy M. Crow
Title: General Partner and Limited Partner
Address: South Park Marina
8604 Dallas Ave. S
Seattle, WA 98108

FOR: ASH GROVE CEMENT COMPANY

Dated

Name: David M. Toolan
Title: Assistant Secretary
Address: 900 Ashwood Parkway, Suite 800
Atlanta, GA 30338

**FOR: NORTHWEST CONTAINER
SERVICES, INC.**

Dated

Name: Patrick J. Shea
Title: Executive Vice President, General Counsel
and Secretary
Address: 3 Waterway Square Place, Suite 110
The Woodlands, TX 77380

Settlement Agreement and Mutual Release

FOR: WESTROCK SERVICES, LLC

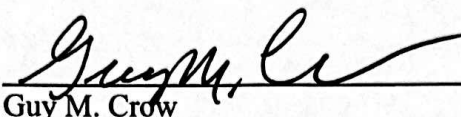
Dated

Name: Nina E. Butler
Title: Vice President and Senior EHS
Counsel - North America
Address: 1000 Abernathy Road NE
Atlanta, GA 30328

**FOR: SOUTH PARK MARINA LIMITED
PARTNERSHIP**

12/31/2024

Dated



Name: Guy M. Crow
Title: General Partner and Limited Partner
Address: South Park Marina
8604 Dallas Ave. S
Seattle, WA 98108

FOR: ASH GROVE CEMENT COMPANY

Dated

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Address: 3 Waterway Square Place, Suite 110
The Woodlands, TX 77380

Settlement Agreement and Mutual Release

FOR: WESTROCK SERVICES, LLC

Dated

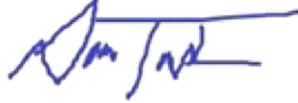
Name: Nina E. Butler
Title: Vice President and Senior EHS
Counsel - North America
Address: 1000 Abernathy Road NE
Atlanta, GA 30328

**FOR: SOUTH PARK MARINA LIMITED
PARTNERSHIP**

Dated

Name: Guy M. Crow
Title: General Partner and Limited Partner
Address: South Park Marina
8604 Dallas Ave. S
Seattle, WA 98108

FOR: ASH GROVE CEMENT COMPANY



12/27/2024

Dated

Name: David M. Toolan
Title: Assistant Secretary
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Atlanta, GA 30338

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Settlement Agreement and Mutual Release

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Name: Guy M. Crow
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Address: South Park Marina
8604 Dallas Ave. S
Seattle, WA 98108

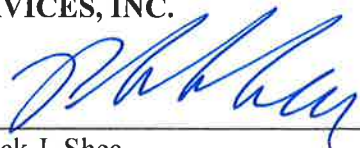
FOR: ASH GROVE CEMENT COMPANY

Dated

Name: David M. Toolan
Title: Assistant Secretary
Address: 900 Ashwood Parkway, Suite 800
Atlanta, GA 30338

**FOR: NORTHWEST CONTAINER
SERVICES, INC.**

1/6/2025
Dated



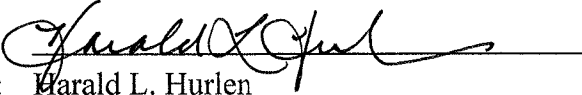
Name: Patrick J. Shea
Title: Executive Vice President, General Counsel
and Secretary
Address: 3 Waterway Square Place, Suite 110
The Woodlands, TX 77380

Settlement Agreement and Mutual Release

FOR: HARALD L. HURLEN

27 DEC 2024

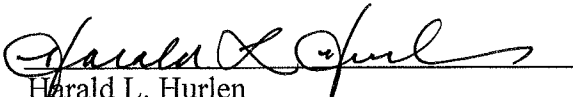
Dated


Name: Harald L. Hurlen
Title: President/Manager
Address: 2505 School Street
Solvang, CA 93463

FOR: HURLEN CONSTRUCTION COMPANY

27 DEC 2024

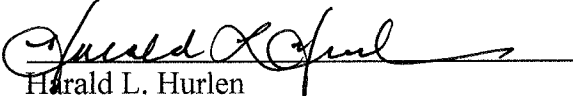
Dated


Name: Harald L. Hurlen
Title: President/Manager
Address: 2505 School Street
Solvang, CA 93463

FOR: HURLEN LOGISTICS, LLC, a dissolved company

27 DEC 2024

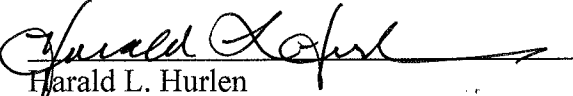
Dated


Name: Harald L. Hurlen
Title: President/Manager
Address: 2505 School Street
Solvang, CA 93463

FOR: SIX TWENTY SOUTH LOGISTICS, LLC, a dissolved company

27 DEC 2024


Dated


Name: Harald L. Hurlen
Title: President/Manager
Address: 2505 School Street
Solvang, CA 93463

FOR: SIX FOURTEEN SOUTH LOGISTICS, LLC, a dissolved company

27 DEC 2024


Dated


Name: Harald L. Hurlen
Title: President/Manager
Address: 2505 School Street
Solvang, CA 93463

Settlement Agreement and Mutual Release

**FOR: PSFL LEASING, INC. (f/k/a PUGET
SOUND TRUCK LINES, INC.), a
dissolved corporation**

12/23/2024
Dated


Name: Thomas Lovejoy
Title: Former Chairman
Address: 10700 N.E. 4th St.
Unit 3414
Bellevue, WA 98004

FOR: WEYERHAEUSER COMPANY

Dated

Name: Kristy T. Harlan
Title: SVP General Counsel & Corporate Secretary
Address: 220 Occidental Ave S, Seattle, WA 98104

FOR: WEYERHAEUSER NR COMPANY

Dated

Name: Kristy T. Harlan
Title: SVP General Counsel & Corporate Secretary
Address: 220 Occidental Ave S, Seattle, WA 98104

FOR: DELTA MARINE INDUSTRIES, INC.

Dated

Name: John R. Jones
Title: President
Address: 1608 S. 96th Street
Seattle, WA 98108

Settlement Agreement and Mutual Release

**FOR: PSFL LEASING, INC. (f/k/a PUGET
SOUND TRUCK LINES, INC.), a
dissolved corporation**

Dated

Name: Thomas Lovejoy
Title: Former Chairman
Address: 10700 N.E. 4th St.
Unit 3414
Bellevue, WA 98004

FOR: WEYERHAEUSER COMPANY

1/7/2025

Dated



Name: Kristy T. Hanan
Title: SVP General Counsel & Corporate Secretary
Address: 220 Occidental Ave S, Seattle, WA 98104

FOR: WEYERHAEUSER NR COMPANY

1/7/2025

Dated



Name: Kristy T. Hanan
Title: SVP General Counsel & Corporate Secretary
Address: 220 Occidental Ave S, Seattle, WA 98104

FOR: DELTA MARINE INDUSTRIES, INC.

Dated

Name: John R. Jones
Title: President
Address: 1608 S. 96th Street
Seattle, WA 98108

Settlement Agreement and Mutual Release

**FOR: PSFL LEASING, INC. (f/k/a PUGET
SOUND TRUCK LINES, INC.), a
dissolved corporation**

Dated

Name: Thomas Lovejoy
Title: Former Chairman
Address: 10700 N.E. 4th St.
Unit 3414
Bellevue, WA 98004

FOR: WEYERHAEUSER COMPANY

Dated

Name: Kristy T. Harlan
Title: SVP General Counsel & Corporate Secretary
Address: 220 Occidental Ave S, Seattle, WA 98104

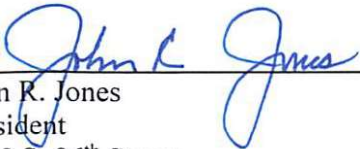
FOR: WEYERHAEUSER NR COMPANY

Dated

Name: Kristy T. Harlan
Title: SVP General Counsel & Corporate Secretary
Address: 220 Occidental Ave S, Seattle, WA 98104

FOR: DELTA MARINE INDUSTRIES, INC.

12/30/24
Dated



Name: John R. Jones
Title: President
Address: 1608 S. 96th Street
Seattle, WA 98108

Settlement Agreement and Mutual Release

**FOR: ARDAGH GLASS INC. (f/k/a SAINT-
GOBAIN CONTAINERS INC.)**

1/4/25
Dated

Jason Ty Sibbitt
Name: Jason Ty Sibbitt
Title: Associate General Counsel
Address: 10194 Crosspoint Blvd. #410
Indianapolis, IN 46256

FOR: BALL CORPORATION

Dated

Name: Hannah Lim-Johnson
Title: Chief Legal Officer
Address: 9200 W. 108th Circle
Westminster, CO 80021

FOR: BAYER CROPSCIENCE INC.

Dated

Name: Drew Reavis
Title: Head of North America Environmental and
Sustainability
Address: Bayer U.S. LLC
Sustainability, Safety, Health & Environment
800 N. Lindbergh Blvd.
St. Louis, MO 63167

FOR: MONSANTO COMPANY

Dated

Name: Drew Reavis
Title: Head of North America Environmental and
Sustainability
Address: Bayer U.S. LLC
Sustainability, Safety, Health & Environment
800 N. Lindbergh Blvd.
St. Louis, MO 63167

Settlement Agreement and Mutual Release

FOR: ARDAGH GLASS INC. (f/k/a SAINT-GOBAIN CONTAINERS INC.)


Dated

Name: Jason Ty Sibbitt
Title: Associate General Counsel
Address: 10194 Crosspoint Blvd. #410
Indianapolis, IN 46256

FOR: BALL CORPORATION

1.3.25

Dated



Name: Hannah Lim-Johnson
Title: Chief Legal Officer
Address: 9200 W. 108th Circle
Westminster, CO 80021

FOR: BAYER CROPSCIENCE INC.

Dated

Name: Drew Reavis
Title: Head of North America Environmental and
Sustainability
Address: Bayer U.S. LLC
Sustainability, Safety, Health & Environment
800 N. Lindbergh Blvd.
St. Louis, MO 63167

FOR: MONSANTO COMPANY

Dated

Name: Drew Reavis
Title: Head of North America Environmental and
Sustainability
Address: Bayer U.S. LLC
Sustainability, Safety, Health & Environment
800 N. Lindbergh Blvd.
St. Louis, MO 63167

Settlement Agreement and Mutual Release

FOR: ARDAGH GLASS INC. (f/k/a SAINT-GOBAIN CONTAINERS INC.)

Dated

Name: Jason Ty Sibbitt
Title: Associate General Counsel
Address: 10194 Crosspoint Blvd. #410
Indianapolis, IN 46256

FOR: BALL CORPORATION

Dated

Name: Hannah Lim-Johnson
Title: Chief Legal Officer
Address: 9200 W. 108th Circle
Westminster, CO 80021

FOR: BAYER CROPSCIENCE INC.

Jan. 16, 2024

Dated

Molly M. Jones

Name: ~~Drew Reavis~~ *Molly M. Jones*
Title: ~~Head of North America Environmental and Sustainability~~ *Sr. Asst. General Counsel*
Address: Bayer U.S. LLC
Sustainability, Safety, Health & Environment
800 N. Lindbergh Blvd.
St. Louis, MO 63167

FOR: MONSANTO COMPANY

Jan. 16, 2024

Dated

Molly M. Jones

Name: ~~Drew Reavis~~ *Molly M. Jones*
Title: ~~Head of North America Environmental and Sustainability~~ *Sr. Asst. General Counsel*
Address: Bayer U.S. LLC
Sustainability, Safety, Health & Environment
800 N. Lindbergh Blvd.
St. Louis, MO 63167

Settlement Agreement and Mutual Release

FOR: SOLUTIA INC.

Jan. 6, 2024
Dated

Molly M. Jones
Name: ~~Draw Rayis~~ Molly M. Jones
Title: ~~Head of North America Environmental and Sustainability~~ Sr. Asst. General Counsel
Address: Bayer U.S. LLC
Sustainability, Safety, Health & Environment
800 N. Lindbergh Blvd.
St. Louis, MO 63167

FOR: BNSF RAILWAY COMPANY

Dated

Name: John Lovenburg
Title: Vice President Environment & Sustainability
Address: BNSF Railway Company
2500 Lou Menk, AOB-3
Fort Worth, TX 76131

FOR: CENTERPOINT 8801 MARGINAL LLC

By: CENTERPOINT PROPERTIES
TRUST, a Maryland real estate investment
trust, its Member

Dated

Name: Michael Tortorici
Title: Senior Vice President and Treasurer
Address: 1808 Swift Drive
Oak Brook, IL 60523

Dated

Name: Rick Mathews
Title: General Counsel
Address: 1808 Swift Drive
Oak Brook, IL 60523

Settlement Agreement and Mutual Release

FOR: SOLUTIA INC.

Dated

Name: Drew Reavis
Title: Head of North America Environmental and
Sustainability
Address: Bayer U.S. LLC
Sustainability, Safety, Health & Environment
800 N. Lindbergh Blvd.
St. Louis, MO 63167

FOR: BNSF RAILWAY COMPANY

Dated

1/2/25

Name: John Lovenburg
Title: Vice President Environment &
Sustainability
Address: BNSF Railway Company
2500 Lou Menk, AOB-3
Fort Worth, TX 76131

FOR: CENTERPOINT 8801 MARGINAL LLC

By: CENTERPOINT PROPERTIES
TRUST, a Maryland real estate investment
trust, its Member

Dated

Name: Michael Tortorici
Title: Senior Vice President and Treasurer
Address: 1808 Swift Drive
Oak Brook, IL 60523

Dated

Name: Rick Mathews
Title: General Counsel
Address: 1808 Swift Drive
Oak Brook, IL 60523

Settlement Agreement and Mutual Release

FOR: SOLUTIA INC.

Dated

Name: Drew Reavis
Title: Head of North America Environmental and Sustainability
Address: Bayer U.S. LLC
Sustainability, Safety, Health & Environment
800 N. Lindbergh Blvd.
St. Louis, MO 63167

FOR: BNSF RAILWAY COMPANY


Dated

Name: John Lovenburg
Title: Vice President Environment & Sustainability
Address: BNSF Railway Company
2500 Lou Menk, AOB-3
Fort Worth, TX 76131

FOR: CENTERPOINT 8801 MARGINAL LLC

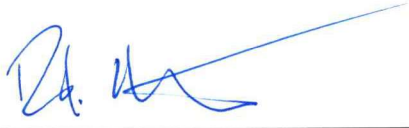
By: CENTERPOINT PROPERTIES
TRUST, a Maryland real estate investment
trust, its Member

1/7/25
Dated



Name: Michael Tortorici
Title: Senior Vice President and Treasurer
Address: 1808 Swift Drive
Oak Brook, IL 60523

1/7/25
Dated



Name: Rick Mathews
Title: General Counsel
Address: 1808 Swift Drive
Oak Brook, IL 60523

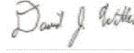
Settlement Agreement and Mutual Release

FOR: FORD MOTOR COMPANY

Jan-05-2025

Dated

DocuSigned by:



22B1409E26D7402...

Name: David J. Witten
Title: Assistant Secretary
Address: One American Road, Dearborn, Michigan
48126

**FOR: General Recycling of Washington, LLC;
David J. Joseph Company; and
Nucor Steel Seattle, Inc.**

Dated

Name: Chris D. Trunck
Title: Secretary
Address: 1915 Rexford Rd, Charlotte, NC 28211

FOR: DAVID J. JOSEPH COMPANY

Dated

Name: Chris D. Trunck
Title: Secretary
Address: 1915 Rexford Rd, Charlotte, NC 28211

FOR: NUCOR STEEL SEATTLE, INC.

Dated

Name: Chris D. Trunck
Title: Secretary
Address: 1915 Rexford Rd, Charlotte, NC 28211

Settlement Agreement and Mutual Release

FOR: FORD MOTOR COMPANY

Dated

Name: David J. Witten
Title: Assistant Secretary
Address: One American Road, Dearborn, Michigan
48126

**FOR: GENERAL RECYCLING OF
WASHINGTON, LLC; DAVID J. JOSEPH
COMPANY; and NUCOR STEEL
SEATTLE, INC.**

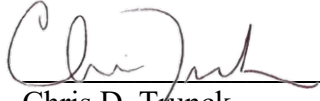
1/7/2025
Dated



Name: Chris D. Trunck
Title: Secretary
Address: 1915 Rexford Rd, Charlotte, NC 28211

FOR: DAVID J. JOSEPH COMPANY


1/7/2025
Dated



Name: Chris D. Trunck
Title: Secretary
Address: 1915 Rexford Rd, Charlotte, NC 28211

FOR: NUCOR STEEL SEATTLE, INC.

1/7/2025
Dated

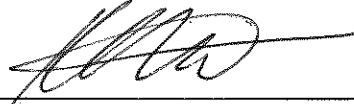


Name: Chris D. Trunck
Title: Secretary
Address: 1915 Rexford Rd, Charlotte, NC 28211

Settlement Agreement and Mutual Release

FOR: CHIYODA CORPORATION

1/7/2025
Dated



Name: Koji Ota
Title: Representative Director, President & CEO

Address: 4-6-2, Minatomirai, Nishi-ku,
Yokohama 220-8765, Japan

**FOR: CHIYODA INTERNATIONAL
CORPORATION**

1/7/2025
Dated



Name: Katsuhiko Jogan
Title: President
Address: 2050 West Sam Houston Parkway South,
Suite 850, Houston, TX 77042

**FOR: S & JA HALE FAMILY LIMITED
PARTNERSHIP**

Dated

Name: Kristine Shimmin
Title: Owner
Address: 4312 Muirwood Drive
Pleasanton, CA 94588

FOR: FOX AVENUE BUILDING, LLC

Dated

Name: Robert Code
Title: Member
Address: 6900 Fox Avenue South
Seattle, WA 98108

Settlement Agreement and Mutual Release

FOR: CHIYODA CORPORATION

Dated

Name: Masakazu Sakakida
Title: Representative Director, Chairman of the
Board, President & CEO
Address: 4-6-2, Minatomirai, Nishi-ku,
Yokohama 220-8765, Japan

**FOR: CHIYODA INTERNATIONAL
CORPORATION**

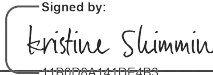
Dated

Name: Masato Matsubara
Title: President
Address: 2050 West Sam Houston Parkway South,
Suite 850, Houston, TX 77042

**FOR: S & JA HALE FAMILY LIMITED
PARTNERSHIP**

1/3/2025

Dated

Signed by:


Name: Kristine Shimmin
Title: Owner
Address: 4312 Muirwood Drive
Pleasanton, CA 94588

FOR: FOX AVENUE BUILDING, LLC

Dated

Name: Robert Code
Title: Member
Address: 6900 Fox Avenue South
Seattle, WA 98108

Settlement Agreement and Mutual Release

FOR: CHIYODA CORPORATION

Dated

Name: Masakazu Sakakida
Title: Representative Director, Chairman of the
Board, President & CEO
Address: 4-6-2, Minatomirai, Nishi-ku,
Yokohama 220-8765, Japan

**FOR: CHIYODA INTERNATIONAL
CORPORATION**

Dated

Name: Masato Matsubara
Title: President
Address: 2050 West Sam Houston Parkway South,
Suite 850, Houston, TX 77042

**FOR: S & JA HALE FAMILY LIMITED
PARTNERSHIP**


Dated

Name: Kristine Shimmin
Title: Owner
Address: 4312 Muirwood Drive
Pleasanton, CA 94588

FOR: FOX AVENUE BUILDING, LLC

12-23-24

Dated



Name: Robert Code
Title: Member
Address: 6900 Fox Avenue South
Seattle, WA 98108

Settlement Agreement and Mutual Release

Appendices to Final Settlement Agreement and Mutual Release

Appendix A...Settling Funding Party

Appendix B...Settling Cash-Out Parties and Payment Amounts

Appendix C...Appendix C Parties

Appendix D...Appendix C Party Supplemental Settlement Agreements

Appendix E...Parties Not Signing Consent Decree

Appendix F...Funding Party Release

Appendix G...Intentionally omitted

Appendix H...Insurance Waiver

Appendix I...Notice recipients and addresses

Settlement Agreement and Mutual Release

Appendix A

Settling Funding Party

Settlement Agreement and Mutual Release

Appendix A

Settling Funding Party

Continental Holdings, Inc.

Settlement Agreement and Mutual Release

Appendix B

Settling Cash-Out Parties and Payment Amounts

Appendix B: Settling Cash-Out Parties

Name of Settling Cash-Out Party	Total Cash-Out Payment	Portion of Total Cash-Out Payment Attributable to Share of Future Costs Plus Premium	Portion of Total Cash-Out Payment Attributable to Share of Claimed Past Costs Through 2022 (\$74,792,816.15)
Duwamish Shipyard, Inc. (see Note 1)	\$22,120,830.53	\$20,697,972.00	\$1,422,858.53
Pharmacia (fka Monsanto Company)	\$22,138,783.01	\$20,769,251.75	\$1,369,531.26
PACCAR Inc	\$19,010,989.24	\$17,834,947.00	\$1,176,042.24
Seattle Boiler Works, Inc. / Frank H. Hopkins Family L.L.C. / Frederick J. Hopkins Family L.L.C. (see Note 2)	\$3,550,000.00	\$3,062,276.05	\$487,723.95
Manson Construction Co., 5055 Properties, LLC, Manson Construction Holding Company, Manson International Inc. (see Notes 3 and 4)	\$3,861,875.98	\$3,467,119.50	\$394,756.48
<p>"Lynden Parties": Alaska Marine Lines, Inc. / Knik Construction Co., Inc. / 5600 W. Marginal Way, SW, Seattle, LLC / 5615 W. Marginal Way, SW, Seattle, LLC / Lynden Transport, Inc. / LTI, Inc. / Douglas Management Co. / Swan Bay Holdings, Inc. / Bering Marine Corporation / 7100 1st Ave S, Seattle, LLC / Lynden Incorporated / Northland Services, Inc. / Naknek Barge Lines, LLC (a dissolved corporation) / Northland Services, Inc. on behalf of Jore Marine Services, Inc. (a dissolved corporation) / Lynden Services, Inc. / Lynden Marine Leasing, LLC and its subsidiaries:</p> <ul style="list-style-type: none"> • Alaska Provider, LLC; • Alaska Trader, LLC; • Aleutian Trader, LLC; 	\$6,260,423.70	\$5,873,146.50	\$387,277.20

<ul style="list-style-type: none">• Anchorage Provider, LLC;• Anchorage Trader, LLC;• Arctic Bear, LLC;• Arctic Gull, LLC;• Arctic Provider, LLC;• Baranof Provider, LLC;• Bering Trader LLC;• Chatham Provider, LLC;• Chichagof Provider, LLC;• Cordova Provider, LLC;• Fairbanks Provider, LLC;• Greta, LLC;• Hawaii Trader, LLC;• Ivan, LLC;• Kamakani, LLC;• Kenai Trader, LLC;• Koyukuk, LLC;• Krystal Sea, LLC;• Kuskokwim Trader, LLC;• Marine Boneyard, LLC;• Naknek Trader LLC;• Nunaniq, LLC;• Pacific Trader, LLC;• Polar Cloud, LLC;• Polar Endurance, LLC;• Polar King, LLC;• Polar Trader, LLC;• Polar Viking, LLC;• Polar Wind, LLC;• Rampart, LLC;• Sam M. Taalak, LLC;• Skagway Provider, LLC;• Southeast Provider, LLC;• Spencer Brewer, LLC;• Stickeen, LLC;• Stikine Provider, LLC;• Taku Provider, LLC;• Togiak Trader, LLC;			
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<ul style="list-style-type: none"> • Tongass Provider, LLC; • Westward Trader, LLC; • Whittier Provider, LLC; and • Yukon Trader, LLC <p>(See also Note 4)</p>			
Crowley Marine Services, Inc./ 8th Avenue Terminals, Inc.	\$5,445,528.84	\$5,108,662.00	\$336,866.84
Holcim (US) Inc. and its wholly-owned subsidiary, Surplus Items Inc.	\$5,255,709.12	\$4,930,584.75	\$325,124.37
Seattle Iron & Metals Corporation/ The Shalmar Group, LLC / Shalmar 08, LLC / Simco Properties, LLC	\$5,255,709.12	\$4,930,584.75	\$325,124.37
Earle M. Jorgensen Company	\$4,205,050.91	\$3,944,921.50	\$260,129.41
Linde Inc. (f/k/a Praxair, Inc.)	\$3,952,360.97	\$3,707,863.25	\$244,497.72
Glacier Northwest, Inc. / Northwest Aggregates Co.	\$3,468,743.84	\$3,254,163.25	\$214,580.59
Lafarge North America Inc. n/k/a Holcim Canada Holdings LLC and Lafarge PNW Inc.	\$3,217,262.93	\$3,018,239.25	\$199,023.68
International Paper Company	\$3,153,183.66	\$2,958,124.00	\$195,059.66
Washington State Dept. of Transportation (WSDOT)	\$2,864,222.43	\$2,687,038.25	\$177,184.18
Silver Bay Logging Inc.(see Note 2)	\$2,743,318.15	\$2,573,613.25	\$169,704.90
Boyer Towing, Inc. / Boyer Logistics, Inc. / Boyer Halvorsen / Kirsten Halvorsen Stahl / Maia Halvorsen	\$2,691,329.31	\$2,524,840.50	\$166,488.81
SeaTac Marine Properties, LLC / SeaTac Marine Services, LLC	\$2,422,921.80	\$2,273,037.00	\$149,884.80
Puget Sound Energy, Inc.	\$2,207,712.18	\$2,071,140.50	\$136,571.68
Wells Fargo Bank, N.A.	\$2,102,525.46	\$1,972,460.75	\$130,064.71
ConGlobal Industries LLC	\$1,955,022.23	\$1,834,082.25	\$120,939.98

Name of Settling Cash-Out Party	Total Cash-Out Payment	Portion of Total Cash-Out Payment Attributable to Share of Future Costs Plus Premium	Portion of Total Cash-Out Payment Attributable to Share of Claimed Past Costs Through 2022 (\$74,792,816.15)
WestRock Longview, LLC (f/k/a Longview Fibre Paper and Packaging, Inc.) and WestRock Services, LLC	\$1,681,778.56	\$1,577,741.75	\$104,036.81
South Park Marina Limited Partnership (see Note 2)	\$1,576,591.83	\$1,479,062.00	\$97,529.83
Ash Grove Cement Company	\$1,261,031.66	\$1,183,022.75	\$78,008.91
Northwest Container Services, Inc.	\$1,155,844.93	\$1,084,343.00	\$71,501.93
Harald Hurlen/ Hurlen Construction Co. / Hurlen Logistics, LLC / Six Twenty South Logistics, LLC / Six Fourteen South Logistics, LLC (see Note 4)	\$1,077,257.15	\$1,010,616.75	\$66,640.40
PSFL Leasing, Inc. (formerly known as Puget Sound Truck Lines, Inc.), a dissolved corporation	\$1,050,658.21	\$985,663.25	\$64,994.96
Weyerhaeuser Company and its wholly-owned subsidiary, Weyerhaeuser NR Company (see Note 4)	\$1,050,658.21	\$985,663.25	\$64,994.96
Delta Marine Industries, Inc.	\$568,250.12	\$533,097.50	\$35,152.62
Ardagh Glass Inc. F.K.A. Saint-Gobain Containers Inc.	\$525,933.63	\$493,398.75	\$32,534.88
Ball Corporation	\$525,933.63	\$493,398.75	\$32,534.88
Bayer CropScience Inc.	\$525,933.63	\$493,398.75	\$32,534.88
BNSF Railway Company	\$525,933.63	\$493,398.75	\$32,534.88
Centerpoint 8801 Marginal LLC	\$420,746.90	\$394,719.00	\$26,027.90
Ford Motor Company	\$420,746.90	\$394,719.00	\$26,027.90

Name of Settling Cash-Out Party	Total Cash-Out Payment	Portion of Total Cash-Out Payment Attributable to Share of Future Costs Plus Premium	Portion of Total Cash-Out Payment Attributable to Share of Claimed Past Costs Through 2022 (\$74,792,816.15)
General Recycling of Washington, LLC / David J. Joseph Company / Nucor Steel Seattle, Inc.	\$420,746.90	\$394,719.00	\$26,027.90
Chiyoda International Corporation / Chiyoda Corporation	\$210,373.45	\$197,359.50	\$13,013.95
S&JA Hale Family Limited Partnership	\$131,785.67	\$123,633.25	\$8,152.42
Fox Avenue Building, LLC	\$105,186.73	\$98,679.75	\$6,506.98
Totals of Cash Out Parties' Shares	Cash-Out Payments \$141,118,895.15	Future Costs + Premium \$131,910,702.80	Past Cost Payments \$9,208,192.35

Note 1: Duwamish Shipyard, Inc.'s total settlement payment was calculated as follows:

\$23,000,830.53 minus \$880,000 (representing the Home Insurance Liquidator's payments to EPA, which is being disbursed by EPA to the LDWG settling parties) = \$22,120,830.53. The \$880,000 represents the sum of payments that have been made to EPA by the Home Insurance Liquidator on Duwamish Shipyard, Inc.'s behalf, which EPA has agreed to make available to the Settling LDWG Parties for use in the remediation. Therefore, Duwamish Shipyard, Inc.'s share of the Cash-Out Settlement Payment has been reduced by the amounts already paid to EPA. If, after execution of this Agreement, any future payments are made to EPA by the Home Insurance Liquidator on Duwamish Shipyard, Inc.'s behalf and such payments are thereafter made available to the Settling LDWG Parties to pay for the remediation, the Settling LDWG Parties shall reimburse Duwamish Shipyard, Inc. for any payments made under its Home Insurance policies.

Note 2: The following parties are also listed on Appendix C: (a) Seattle Boiler Works, Inc., Frank H. Hopkins Family, LLC, and Frederick J. Hopkins Family, LLC; (b) Silver Bay Logging Inc.; and (c) South Park Marina Limited Partnership. Appendix C Parties are considered Settling Cash-Out Parties when they execute their respective supplements to this settlement agreement with the Settling LDWG Parties which are included in Appendix D. Silver Bay Logging's allocated share will be paid as follows, pursuant to its supplemental agreement with the Settling LDWG Parties: Silver Bay Logging will pay \$1,700,000, which includes \$169,704.90 in past costs and \$1,530,295.10 in future costs, and the City of Seattle will pay the remainder of Silver Bay Logging's future costs of \$1,043,318.15 in exchange for transfer of Silver Bay's property. Seattle Boiler Works Inc., Frank H. Hopkins Family L.L.C. and Frederick J. Hopkins Family L.L.C. negotiated settlement and payment terms with the Settling LDWG Parties based on an inability to pay its full MOA allocated share.

Note 3: Manson Construction's total settlement payment was calculated as follows: \$6,381,327.98 minus \$2,519,452 (representing the Home Insurance Liquidator's payments to EPA, which is being disbursed by EPA to the LDWG settling parties) = \$3,861,875.98. The \$2,519,452 represents the sum of payments that have been made to EPA by the Home Insurance Liquidator on Manson Construction's behalf, which EPA has agreed to make available to the Settling LDWG Parties for use in the remediation. Therefore, Manson Construction's share of the Cash-Out Settlement Payment has been reduced by the amounts already paid to EPA. If, after execution of this Agreement, any future payments are made to EPA by the Home Insurance Liquidator on Manson Construction's behalf and such payments are thereafter made available to the Settling LDWG Parties to pay for the remediation, the Settling LDWG Parties shall reimburse Manson Construction for any payments made under its Home Insurance policies.

Note 4: The following parties are listed on Appendix E: (a) Manson Construction Holding Company; (b) Lynden Services, Inc.; (c) Weyerhaeuser NR Company; and (d) Six Fourteen South Logistics LLC.

Settlement Agreement and Mutual Release

Appendix C

Appendix C Parties

Settlement Agreement and Mutual Release

Appendix C

Appendix C Parties

Seattle Boiler Works, Inc., Frank H. Hopkins Family, LLC, and Frederick J. Hopkins Family, LLC

Silver Bay Logging Inc.

South Park Marina Limited Partnership

Settlement Agreement and Mutual Release

Appendix D

Appendix C Party Supplemental Settlement Agreements

Settlement Agreement and Mutual Release

SUPPLEMENTAL SETTLEMENT AGREEMENT BETWEEN SEATTLE BOILER WORKS INC. AND THE BOEING COMPANY, THE CITY OF SEATTLE, AND KING COUNTY

This *Supplemental Settlement Agreement* (“*Supplemental Agreement*”) is entered into by and between Seattle Boiler Works Inc. (“SBW”), Frank H. Hopkins Family L.L.C. and Frederick J. Hopkins Family L.L.C. (collectively “SBW Settling Parties”), on the one hand, and The Boeing Company, the City of Seattle, and King County (“LDWG Parties”), on the other hand.¹

The purpose of this *Supplemental Agreement* is to set forth the terms upon which the SBW Settling Parties will satisfy their payment obligation arising under the separate *Settlement Agreement and Mutual Release Between Settling Cash-Out Parties, The Boeing Company, The City of Seattle, and King County*, (“*Settlement Agreement*”), to which this *Supplemental Agreement* is attached as Appendix D.

For good and valuable consideration, the SBW Settling Parties and LDWG Parties agree as follows:

1. Except as otherwise stated, all definitions of the *Settlement Agreement* are incorporated by this reference as though fully set forth herein;
2. As set forth in Appendix B of the *Settlement Agreement*, the SBW Settling Parties shall pay \$3,550,000.00 to the LDWG Parties and may pay up to an additional \$425,000.00 subject to the terms described below (“Cash-Out Settlement Payment”). The SBW Settling Parties and the LDWG Parties have agreed to the following payment terms that vary from the *Settlement Agreement*:

¹ “SBW Settling Parties” and “LDWG Parties” include their respective parent companies, subsidiaries, agents, heirs, principals, officers, directors, members, governors, employees, and vessels.

Settlement Agreement and Mutual Release

- a. The SBW Settling Parties shall make an initial payment of \$3,550,000.00 (“Initial Payment”) within thirty (30) days of the Effective Date as that date is defined in the Settlement Agreement (“Initial Payment Due Date”).
- b. The Initial Payment shall be paid and allocated as follows: (i) the SBW Settling Parties shall pay \$487,723.95 as their Past Cost Payment to the LDWG Parties as the LDWG Parties reasonably direct; and (ii) the SBW Settling Parties shall pay \$3,062,276.05 as their initial Future Cost Payment by depositing such amount into a trust fund managed by an independent party retained by the LDWG Parties, which payment shall be used for the sole purpose of paying for recoverable Response Costs incurred after January 1, 2023, associated with the Site and/or funding implementation of the Work required by the Consent Decree.
- c. Any portion of the Initial Payment that is made by the SBW Settling Parties more than thirty (30) days after the Effective Date shall accrue interest at the rate of 12% per year until paid.
- d. After the Initial Payment, the remaining portion of the SBW Settling Parties’ Cash-Out Settlement Payment shall be made solely from the SBW Settling Parties’ remaining insurance limits, if any, in an amount not to exceed \$425,000.00 (“Remainder Limits”). The SBW Settling Parties shall be permitted to use all or any portion of the Remainder Limits to resolve the Residual Liabilities, as defined below, in their sole and absolute discretion. The SBW Settling Parties shall pay the remaining balance, if any, of the Remainder Limits when and if the SBW Settling Parties’ potential liability, if

Settlement Agreement and Mutual Release

any, is fully and finally resolved for claims asserted by: (i) the Port of Seattle for response costs at the Site; (ii) the Lower Duwamish Natural Resource Trustees for natural resource damages and assessment costs at the Site; and (iii) any third-party PFAS (as that term is defined in Section 5.b. below) claims associated with the Site, and excluded from LDWG's defense and indemnity obligation to the SBW Settling Parties, or (iv) third-party claims for upland contamination, which third-party claims are pending in either state or federal court prior to final resolution of the claims referenced in subsections i and ii above (collectively the "Residual Liabilities"). The dollar amount, if any, of the Remainder Limits remaining after the SBW Settling Parties resolve their Residual Liabilities shall constitute the "Final Payment."

- e. Once per year, beginning on the first-year anniversary of the Effective Date, the LDWG Parties may request a status report from the SBW Settling Parties concerning the Residual Liabilities (e.g., whether any such claims have been threatened or filed, and whether any such claims have been resolved) (the "Annual Status Report"). SBW shall respond to such request for Annual Status Report within sixty (60) days of receipt. The obligation to provide an Annual Status Report shall cease upon the earlier of the date: (i) the Final Payment is made or (ii) SBW provides notice to the LDWG parties that the Residual Limits have been exhausted.
- f. The Final Payment shall be paid to the LDWG Parties as follows: within 60 days of the effective date of a settlement agreement with the third-party claimant or judicially required payment (e.g. judgment or consent order) that

Settlement Agreement and Mutual Release

fully and finally resolves the last remaining of the Residual Liabilities ("Final Payment Deadline"), the SBW Settling Parties shall deposit the Final Payment into a trust fund managed by an independent party retained by the LDWG Parties, which payment shall be used for the sole purpose of paying for recoverable Response Costs incurred by the LDWG Parties after the date of deposit, associated with the Site and/or funding implementation of the Work required by the Consent Decree.

3. Notwithstanding any provision to the contrary in the *Settlement Agreement*, the release extended by the LDWG Parties to the Cash-Out Parties shall not apply to the SBW Settling Parties until the SBW Settling Parties' payment in full to the LDWG Parties of the Initial Payment (and any applicable interest). The Settling SBW Parties' release of the LDWG Parties shall take effect and be binding on the Initial Payment Due Date.
4. If the SBW Parties do not make their Initial Payment to the LDWG Parties, as specified in Section 2.a of this *Supplemental Agreement*, or if the SBW Parties do not make their Final Payment, if any, to the LDWG Parties as specified in Section 2.d and f of this *Supplemental Agreement*, then, notwithstanding any provision of the Consent Decree, (a) the LDWG Parties' release and indemnity, as set forth in Sections 5 and 6 of the *Settlement Agreement*, will be of no force and effect, and (b) the LDWG Parties, collectively and individually, will have the right and be able to pursue any and all relief against the SBW Settling Parties, including but not limited to, for breach of this *Supplemental Agreement* or the *Settlement Agreement*, and any and all Response Costs directly or indirectly related to cleanup of the Lower Duwamish Waterway Site, as

Settlement Agreement and Mutual Release

those terms are defined in the *Settlement Agreement* at paragraphs 1.6 and 1.10, respectively.

5. SBW represents and warrants to, and for the benefit of, the LDWG Parties and each of them that:
 - a. SBW has not used or disposed aqueous film forming foam (“AFFF”) or AFFF-containing products; mist/fume suppressants; or electroplating fluids at the SBW facilities located at 500 S. Myrtle Street and 5237 E. Marginal Way in Seattle, Washington (the “SBW Facilities”); and
 - b. To SBW’s knowledge, as defined below, it has not used or disposed at the SBW Facilities other products or materials that contained per- or poly- fluoroalkyl substances (“PFAS”).

For purposes of this representation and warranty, “SBW’s Knowledge” shall mean, as of the date SBW executes the *Settlement Agreement*, the information and documents disclosed by SBW in its allocation questionnaire responses and the best recollection and actual knowledge of Craig Hopkins (given Mr. Hopkins’ employment at SBW since 1976 through present and his current role as President) regarding SBW’s PFAS use or disposal prior to the Effective Date of the *Settling Agreement*, each without obligation of investigation or inquiry.

6. In the event of a judicial determination that SBW has breached the representation and warranty in Paragraph 5 above:
 - a. The LDWG Parties’ release of the SBW Settling Parties in Section 5.1 of the *Settlement Agreement* shall not apply to claims for response actions for SBW’s use or disposal of PFAS at the SBW Facilities; and

Settlement Agreement and Mutual Release

- b. The defense and indemnity of the SBW Settling Parties in Section 6 of the *Settlement Agreement*, including all of its sub-paragraphs, shall be null and void and of no effect with respect to the SBW Settling Parties for any claim that relates to the SBW Settling Parties' use or disposal of PFAS at the SBW Facilities.
7. This Supplemental Agreement is made as a negotiated compromise and settlement of disputed claims. This Agreement shall not constitute, nor shall it be construed as or deemed to be evidence of, any admission of liability or wrongdoing or the truth of any allegations or correctness of any claims asserted by any of the Settling Parties. Nor shall this Agreement be deemed to be evidence of the existence, nature or amount of damages alleged by any Settling Party, as all payments made hereunder are in compromise only, and to avoid litigation.
8. The SBW Settling Parties and each of the LDWG Parties acknowledge that they have been represented by legal counsel, and that each of them has reviewed, and has had the benefit of legal counsel's advice concerning, all of the terms and conditions of this *Supplemental Agreement*.
9. The SBW Settling Parties and each of the LDWG Parties acknowledge that this *Supplemental Agreement* is the product of informed, arms-length negotiations among them, and if any part of this *Supplemental Agreement* is deemed ambiguous or in conflict, it shall be construed as if it were drafted jointly by all of them.
10. The SBW Settling Parties and each of the LDWG Parties represent and warrant that each person who has signed this *Supplemental Agreement* in a representative capacity

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on that party's behalf is duly authorized to enter into this *Supplemental Agreement* and to bind the party on whose behalf he or she is signing.

11. This *Supplemental Agreement* shall be binding on successors and assigns of the parties and shall inure to the benefit of each of the parties' parent companies, subsidiaries, agents, heirs, successors, assigns, principals, officers, directors, members, governors, employees, and vessels.
12. This *Supplemental Agreement* shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules.
13. This *Supplemental Agreement* and the *Settlement Agreement* contain all of the terms and conditions agreed upon by the SBW Settling Parties and the LDWG Parties and supersede any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and communications between or among them, whether oral or written, regarding the subject matter of this *Supplemental Agreement*. This *Supplemental Agreement* may be amended or modified only by a writing signed by the SBW Settling Parties and the LDWG Parties. It shall not be modified by any oral statement, communication, agreement, course of conduct, or by anything else other than a writing signed by the SBW Settling Parties and the LDWG Parties. *However*, nothing in this Agreement shall supersede, cancel, modify or otherwise amend: (1) the Consent Decree; or (2) the LDW Alternative Dispute Resolution Memorandum of Agreement.
14. This *Supplemental Agreement* may be executed in counterparts and by facsimile or portable document format (.pdf) signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

Settlement Agreement and Mutual Release

15. Nothing in this *Supplemental Agreement* is a waiver of the Mediation Privilege, or any other privilege, or the Attorney Work Product Doctrine for documents and communications that were part of the Allocation, the subsequent mediations, or the settlement negotiations among the parties.

16. In the event of a conflict between this *Supplemental Agreement* and the *Settlement Agreement*, the terms of this *Supplemental Agreement* shall control.

IN WITNESS WHEREOF, the SBW Settling Parties and the LDWG Parties have executed this *Supplemental Agreement* as of the day and year indicated below.

DATED: 1/7/25, 2024

SEATTLE BOILER WORKS INC.

By: 

Printed Name: CRAIG HOPKINS

Its: PRESIDENT

DATED: 1/7/25, 2024

FRANK H. HOPKINS FAMILY L.L.C.

By: 

Printed Name: CRAIG HOPKINS

Its: MANAGER

DATED: 1-7, 2025

FREDERICK J. HOPKINS FAMILY L.L.C.

By: 


Printed Name: JAMIESON HOPKINS

Its: _____

Settlement Agreement and Mutual Release

DATED: January 9, 2025

THE BOEING COMPANY

By: 

Printed Name: Meredith Weinberg

Its: Counsel (Perkins Coie LLP)

DATED: _____, 2024

CITY OF SEATTLE

By: _____

Printed Name: _____

Its: _____

DATED: _____, 2024

KING COUNTY

By: _____

Printed Name: _____

Its: _____

Settlement Agreement and Mutual Release

SUPPLEMENTAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE BETWEEN SILVER BAY LOGGING, INC., THE BOEING COMPANY, THE CITY OF SEATTLE, AND KING COUNTY

This Supplemental Settlement Agreement (“Supplemental Agreement”) is entered into by and between Silver Bay Logging, Inc. (“SBL”) and The Boeing Company, the City of Seattle, and King County (the “LDWG Parties”).

The purpose of this Supplemental Agreement is to set forth the terms upon which SBL will satisfy its payment obligation arising under the separate Settlement Agreement and Mutual Release Between Settling Cash-Out Parties, The Boeing Company, The City of Seattle, and King County, (“Settlement Agreement”), to which this Supplemental Agreement is attached as Appendix D.

For good and valuable consideration, the parties hereto agree as follows:

1. All terms, conditions, definitions, appendices, and other provisions of the Settlement Agreement are incorporated by this reference as though fully set forth herein except as expressly modified or stated otherwise herein.

2. As set forth in Appendix B of the Settlement Agreement, SBL shall pay \$2,743,318.15 to the LDWG Parties. SBL and the LDWG Parties have agreed to the following payment terms that vary from the Settlement Agreement:

- a. SBL shall pay \$1,700,000 within thirty (30) days of the Effective Date as that date is defined in the Settlement Agreement, and on the terms set forth in paragraph 2.3 of the Settlement Agreement (“Initial Payment”). That Initial Payment shall be paid and allocated as follows: (i) SBL shall pay \$169,704.90 as its Past Cost Payment to the LDWG Parties as the LDWG Parties reasonably direct; and (ii) SBL shall pay \$1,530,295.10 as part of its Future Cost Payment

Settlement Agreement and Mutual Release

by depositing such amount into a trust fund managed by an independent party retained by the LDWG Parties.

- b. The remaining balance of \$1,043,318.15 shall be paid by the City of Seattle on behalf of SBL pursuant to the terms of the Purchase and Sale Agreement for Sale of Real Property dated February 28, 2024 between SBL and the City of Seattle (the “Final Payment”) as part of SBL’s Future Cost Payment by depositing such amount into a trust fund managed by an independent party retained by the LDWG Parties within thirty (30) days of the Effective Date. Any portion of the Final Payment by the City on behalf of SBL that is made by the City more than thirty (30) days after the Effective Date shall accrue interest at the rate of 12% per year until paid.
- c. Notwithstanding any provision to the contrary in the Settlement Agreement, the release extended by the LDWG Parties to the Cash-Out Parties shall not apply to SBL until SBL has satisfied its Initial Payment obligation as specified in Section 2(a) of this Supplemental Agreement, and the City has satisfied the Final Payment obligation on behalf of SBL as specified in Section 2(b) of this Supplemental Agreement. SBL’s release of the Settling LDWG Parties shall take effect and be binding as outlined in Section 5.2.1 of the Settlement Agreement.
- d. Notwithstanding any provision to the contrary in the Settlement Agreement, the indemnity obligations owed by the LDWG Parties under the Settlement Agreement shall not apply to SBL until SBL has satisfied its Initial Payment obligation as specified in Section 2(a) of this Supplemental Agreement, and the

Settlement Agreement and Mutual Release

City has satisfied the Final Payment obligation on behalf of SBL as specified in Section 2(b) of this Supplemental Agreement.

- e. If SBL does not pay the LDWG Parties the Initial Payment as specified in Section 2(a) of this Supplemental Agreement, then, notwithstanding any provision of the Consent Decree, (i) the LDWG Parties' release and indemnity, as set forth in Sections 5 and 6 of the Settlement Agreement, will be of no force and effect, and (ii) the LDWG Parties, collectively and individually, will have the right and be able to pursue any and all relief against SBL, including but not limited to, for breach of this Supplemental Agreement or the Settlement Agreement, and any and all Response Costs directly or indirectly related to cleanup of the Lower Duwamish Waterway Site, as those terms are defined in the Settlement Agreement at paragraphs 1.6 and 1.10, respectively.

3. This Supplemental Agreement may be executed in counterparts and by facsimile or portable document format (.pdf) signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

4. In the event of a conflict between this Supplemental Agreement and the Settlement Agreement the terms of this Supplemental Agreement shall control.

5. SBL and each of the LDWG Parties acknowledge that it has been represented by legal counsel, and that each of them has reviewed, and has had the benefit of legal counsel's advice concerning, all of the terms and conditions of this Supplemental Agreement.

6. SBL and each of the LDWG Parties acknowledge that this Supplemental Agreement is the product of informed, arms-length negotiations among them, and if any part

Settlement Agreement and Mutual Release

of this Supplemental Agreement is deemed ambiguous or in conflict, it shall be construed as if it were drafted jointly by all of them.

7. SBL and each of the LDWG Parties represent and warrant that each person who has signed this Supplemental Agreement in a representative capacity on that party's behalf is duly authorized to enter into this Supplemental Agreement and to bind the party on whose behalf he or she is signing.

8. This Supplemental Agreement shall be binding on successors and assigns of the parties and shall inure to the benefit of each of the parties' parent companies, subsidiaries, agents, heirs, successors, assigns, principals, officers, directors, members, governors, employees, and vessels.

9. This Supplemental Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules.

10. This Supplemental Agreement and the Settlement Agreement, including appendices, contain all of the terms and conditions agreed upon by SBL and the LDWG Parties relating to its subject matter and supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and communications between or among them, whether oral or written, respecting the subject matter of this Supplemental Agreement. This Supplemental Agreement may be amended or modified only by a writing signed by SBL and LDWG Parties. It shall not be modified by any oral statement, communication, agreement, course of conduct, or by anything else other than a writing signed by the Settling Parties. However, nothing in this Supplemental Agreement shall supersede, cancel, modify or otherwise amend: (1) the Consent Decree; or (2) the LDW Alternative Dispute Resolution Memorandum of Agreement.

Settlement Agreement and Mutual Release

11. Nothing in this Supplemental Agreement is a waiver of the Mediation Privilege, or any other privilege, or the Attorney Work Product Doctrine for documents and communications that were part of the Allocation, the subsequent mediations, or the settlement negotiations among the parties.


Dated this 27 day of December, 2024.

Silver Bay Logging, Inc. <u>Betty Buhler</u> By: Betty Buhler Its: Secretary	The Boeing Company _____ By: Its:
	City of Seattle _____ By: Andrew Lee Its: General Manager, Seattle Public Utilities
	King County _____ By: Its:

Settlement Agreement and Mutual Release

11. Nothing in this Supplemental Agreement is a waiver of the Mediation Privilege, or any other privilege, or the Attorney Work Product Doctrine for documents and communications that were part of the Allocation, the subsequent mediations, or the settlement negotiations among the parties.

Dated this ____ day of _____, 2024.

Silver Bay Logging, Inc. _____ By: Betty Buhler Its: Secretary	The Boeing Company  _____ By: Meredith Weinberg Its: Counsel (Perkins Coie LLP)
	City of Seattle _____ By: Andrew Lee Its: General Manager, Seattle Public Utilities
	King County _____ By: Its:

Settlement Agreement and Mutual Release

SUPPLEMENTAL SETTLEMENT AGREEMENT BETWEEN SOUTH PARK MARINA, L.P. AND THE BOEING COMPANY, THE CITY OF SEATTLE, AND KING COUNTY

This *Supplemental Settlement Agreement* (“*Supplemental Agreement*”) is entered into by and between South Park Marina Limited Partnership (“the Marina”), on the one hand, and The Boeing Company, the City of Seattle, and King County (“LDWG Parties”), on the other hand.

The purpose of this *Supplemental Agreement* is to set forth the terms upon which the Marina will satisfy its payment obligation arising under the separate *Settlement Agreement and Mutual Release Between Settling Cash-Out Parties, The Boeing Company, The City of Seattle, and King County*, (“*Settlement Agreement*”), to which this *Supplemental Agreement* is attached as Appendix D.

For good and valuable consideration, the Marina and LDWG Parties agree as follows:

1. Except as otherwise stated, all definitions of the Settlement Agreement are incorporated by this reference as though fully set forth herein;
2. As set forth in Appendix B of the *Settlement Agreement*, the Marina shall pay \$1,576,591.83 to the LDWG Parties. The Marina and LDWG Parties have agreed to the following payment terms that vary from the *Settlement Agreement*:
3. The Marina shall pay \$500,000.00 within thirty (30) days of the Effective Date as that date is defined in the Settlement Agreement, and on the terms set forth in paragraph 2.3 of the *Settlement Agreement*. This amount shall be paid and allocated as follows: (i) the Marina shall pay \$97,529.83 as its Past Cost Payment to the LDWG Parties as the LDWG Parties reasonably direct; and (ii) the Marina shall pay \$402,470.17 as its initial

Settlement Agreement and Mutual Release

Future Cost Payment by depositing such amount into a trust fund managed by an independent party retained by the LDWG Parties, which payment shall be used for the sole purpose of paying for recoverable Response Costs incurred after January 1, 2023, associated with the Site and/or funding implementation of the Work required by the Consent Decree.

4. The Marina shall pay the remaining balance of \$1,076,591.83 to the LDWG Parties on or before May 1, 2025 from the proceeds payable to the Marina under a certain secured promissory note (“the Mazzarella Note”), a copy of which is attached hereto. The Marina shall deposit such amount into a trust fund managed by an independent party retained by the LDWG Parties, which payment shall be used for the sole purpose of paying for recoverable Response Costs incurred after January 1, 2023, associated with the Site and/or funding implementation of the Work required by the Consent Decree. The Marina shall execute all documents reasonably requested by the LDWG Parties to perfect and maintain a security interest in the Mazzarella Note in the amount of \$1,076,591.83, including but not limited to:
 - a. Promissory Note.
 - b. Security and Pledge Agreement.
 - c. Allonge for Seller Note.
 - d. Assignment of Deed of Trust.
 - e. UCC-Financing Statement.

Settlement Agreement and Mutual Release

5. Beginning 31 days after the Effective Date, the Marina shall pay interest to the LDWG Parties on the \$1,076,591.83 at the Secured Overnight Financing Rate applicable on the Effective Date.
6. Notwithstanding any provision to the contrary in the *Settlement Agreement*, the release extended by the LDWG Parties to the Cash-Out Parties shall not apply to the Marina until the Marina has satisfied all payment obligations owed under the *Settlement Agreement* and this *Supplemental Agreement*.
7. In addition to the “Released Claims” in the *Settlement Agreement*, and provided that the Marina has satisfied all payment obligations owed under the *Settlement Agreement* and this *Supplemental Agreement*, the LDWG Parties also shall release the Marina for any and all claims relating to any dispute between or among the LDWG Parties concerning how to distribute among them the amounts that the Marina pays under the *Settlement Agreement* and this *Supplemental Agreement*.
8. Notwithstanding any provision to the contrary in the *Settlement Agreement*, the indemnity obligations owed by the LDWG Parties under the *Settlement Agreement* shall not apply to the Marina until the Marina has satisfied all payment obligations owed under the *Settlement Agreement* and this *Supplemental Agreement*.
9. If the Marina does not pay the LDWG Parties \$500,000, as specified in Section 3 of this *Supplemental Agreement*, or if the Marina does not make full payment of \$1,576,591.83 plus interest to the LDWG Parties by May 1, 2025, as specified in Sections 4-5 of this *Supplemental Agreement*, then, notwithstanding any provision of the Consent Decree, (a) the LDWG Parties’ release and indemnity, as set forth in

Settlement Agreement and Mutual Release

- Sections 5 and 6 of *the Settlement Agreement*, will be of no force and effect, and (b) the LDWG Parties, collectively and individually, will have the right and be able to pursue any and all relief against the Marina, including but not limited to, for breach of this *Supplemental Agreement* or the *Settlement Agreement*, and any and all Response Costs directly or indirectly related to cleanup of the Lower Duwamish Waterway Site, as those terms are defined in the *Settlement Agreement* at paragraphs 1.6 and 1.10, respectively.
10. The Marina and each of the LDWG Parties acknowledges that it has been represented by legal counsel, and that each of them has reviewed, and has had the benefit of legal counsel's advice concerning, all of the terms and conditions of this *Supplemental Agreement*.
11. The Marina and each of the LDWG Parties acknowledges that this *Supplemental Agreement* is the product of informed, arms-length negotiations among them, and if any part of this *Supplemental Agreement* is deemed ambiguous or in conflict, it shall be construed as if it were drafted jointly by all of them.
12. The Marina and each of the LDWG Parties represents and warrants that each person who has signed this *Supplemental Agreement* in a representative capacity on that party's behalf is duly authorized to enter into this *Supplemental Agreement* and to bind the party on whose behalf he or she is signing.
13. This *Supplemental Agreement* shall be binding on successors and assigns of the parties and shall inure to the benefit of each of the parties' parent companies, subsidiaries,

Settlement Agreement and Mutual Release

- agents, heirs, successors, assigns, principals, officers, directors, members, governors, employees, and vessels.
14. This *Supplemental Agreement* shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules.
15. This *Supplemental Agreement* and all Appendices hereto and the *Settlement Agreement* contain all of the terms and conditions agreed upon by the Marina and LDWG Parties relating to its subject matter and supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and communications between or among them, whether oral or written, respecting the subject matter of this *Supplemental Agreement*. This *Supplemental Agreement* may be amended or modified only by a writing signed by the Marina and LDWG Parties. It shall not be modified by any oral statement, communication, agreement, course of conduct, or by anything else other than a writing signed by the Settling Parties. *However*, nothing in this Agreement shall supersede, cancel, modify or otherwise amend: (1) the Consent Decree; or (2) the LDW Alternative Dispute Resolution Memorandum of Agreement.
16. This *Supplemental Agreement* may be executed in counterparts and by facsimile or portable document format (.pdf) signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.
17. Nothing in this *Supplemental Agreement* is a waiver of the Mediation Privilege, or any other privilege, or the Attorney Work Product Doctrine for documents and

Settlement Agreement and Mutual Release

communications that were part of the Allocation, the subsequent mediations, or the settlement negotiations among the parties.

18. In the event of a conflict between this *Supplemental Agreement* and the *Settlement Agreement*, the terms of this *Supplemental Agreement* shall control.

IN WITNESS WHEREOF, the Marina and LDWG Parties have executed this *Supplemental Agreement* as of the day and year indicated below.

DATED: 12/31, 2024

SOUTH PARK MARINA Limited Partnership

By: Guy M. Crow

Printed Name: Guy M. Crow

Its: Managing General Partner of South Park Marina L.P.

DATED: 12/31, 2024

THE BOEING COMPANY

By: _____

Printed Name: _____

Its: _____

DATED: _____, 2024

CITY OF SEATTLE

By: _____

Printed Name: _____

Its: _____

Settlement Agreement and Mutual Release

communications that were part of the Allocation, the subsequent mediations, or the settlement negotiations among the parties.

18. In the event of a conflict between this *Supplemental Agreement* and the *Settlement Agreement*, the terms of this *Supplemental Agreement* shall control.

IN WITNESS WHEREOF, the Marina and LDWG Parties have executed this *Supplemental Agreement* as of the day and year indicated below.

DATED: _____, 2024

SOUTH PARK MARINA Limited Partnership

By: _____

Printed Name: _____

Its: _____

DATED: January 9, 2025

THE BOEING COMPANY

By: M. Weinberg

Printed Name: Meredith Weinberg

Its: Counsel (Perkins Coie LLP)

DATED: _____, 2024

CITY OF SEATTLE

By: _____

Printed Name: _____

Its: _____

Settlement Agreement and Mutual Release

DATED: _____, 2024

KING COUNTY

By: _____

Printed Name: _____

Its: _____

Settlement Agreement and Mutual Release

Appendix E

Parties Not Signing Consent Decree

Lynden Services, Inc.

Manson Construction Holding Company

Monsanto Company

Six Fourteen South Logistics LLC.

Solutia Inc.


Weyerhaeuser NR Company

Settlement Agreement and Mutual Release

Appendix E, Lynden Services, Inc.

This Addendum is a part of that Settlement Agreement and Mutual Release between Settling Cash-Out Parties, The Boeing Company, the City of Seattle, and King County (“Settlement Agreement”). In consideration of the mutual promises set forth in the Settlement Agreement and in this Addendum, the below signatories additionally agree as follows:

1. Lynden Services, Inc. is a signatory to the Settlement Agreement but is not signing or is not a signatory to the Consent Decree in United States and State of Washington v. The Boeing Company, the City of Seattle, King County, et al., No. _____ (W.D. Wash 2024) (“Consent Decree”).
2. Lynden Services, Inc. represents and warrants to, and for the benefit of, The Boeing Company, the City of Seattle, and King County, and each of them, that Lynden Services, Inc. is not a covered person with respect to the Site under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq. or the Model Toxics Control Act, RCW 70A.105D, et seq., except insofar as any liability may be attributed to Lynden Services, Inc. because of the actions of another Lynden entity who is a signatory to the Consent Decree, the actions of whom it or its related entities disclosed in the Lower Duwamish Waterway allocation process are reflected in the Final Allocation Report dated May 16, 2022, as revised, and are settled as part of the Settlement Agreement.
3. Notwithstanding the release of claims set forth in the Settlement Agreement, Lynden Services, Inc. shall remain liable to The Boeing Company, the City of Seattle, and King County, and each of them, alone or together, for breach of the representations and warranties set forth in Section [or Paragraph] 2 of this Addendum.
4. In the event of a judicial determination that Lynden Services, Inc. has breached the above representation or warranty, the defense and indemnity of Lynden Services, Inc. set out in the Settlement Agreement at Section 6, including all of its sub paragraphs, is null and void and of no effect as to only Lynden Services, Inc.

By: 

Printed Name: Everett H. Bingslea

Title: Secretary

Date: December 23, 2024

Settlement Agreement and Mutual Release

Appendix E, Manson Construction Holding Company

This Addendum is a part of that Settlement Agreement and Mutual Release between Settling Cash-Out Parties, The Boeing Company, the City of Seattle, and King County ("Settlement Agreement"). In consideration of the mutual promises set forth in the Settlement Agreement and in this Addendum, the below signatories additionally agree as follows:

1. Manson Construction Holding Company ("Manson Holding") is a signatory to the Settlement Agreement but is not signing or is not a signatory to the Consent Decree in United States and State of Washington v. The Boeing Company, the City of Seattle, King County, et al., No. _____ (W.D. Wash 2024).
2. Manson Holding represents and warrants to, and for the benefit of, The Boeing Company, the City of Seattle, and King County, and each of them, that Manson Holding is not a covered person with respect to the Site under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq. or the Model Toxics Control Act, RCW 70A.105D, et seq., except insofar as any liability may be attributed to Manson Holding because of the actions of Manson Construction Co., the actions of whom it or its related entities disclosed in the Lower Duwamish Waterway allocation process are reflected in the Final Allocation Report dated May 16, 2022, as revised, and are settled as part of the Settlement Agreement.
3. Notwithstanding the release of claims set forth in the Settlement Agreement, Manson Holding shall remain liable to The Boeing Company, the City of Seattle, and King County, and each of them, alone or together, for breach of the representations and warranties set forth in Section [or Paragraph] 2 of this Addendum.
4. In the event of a judicial determination that Manson Holding has breached the above representation or warranty, the defense and indemnity of Manson Holding set out in the Settlement Agreement at Section 6, including all of its sub paragraphs, is null and void and of no effect as to only Manson Holding.

By:  _____

Printed Name: John A. Holmes

Title: President

Date: December 23, 2024

Settlement Agreement and Mutual Release

Appendix E, Monsanto Company

This Addendum is a part of that Settlement Agreement and Mutual Release between Settling Cash-Out Parties, The Boeing Company, the City of Seattle, and King County ("Settlement Agreement"). In consideration of the mutual promises set forth in the Settlement Agreement and in this Addendum, the below signatories additionally agree as follows:

1. Monsanto Company ("Monsanto") is a signatory to the Settlement Agreement but is not signing or is not a signatory to the Consent Decree in United States and State of Washington v. The Boeing Company, the City of Seattle, King County, et al., No. _____ (W.D. Wash 2024).
2. Monsanto represents and warrants to, and for the benefit of, The Boeing Company, the City of Seattle, and King County, and each of them, that: (a) Monsanto is not a covered person with respect to the Site under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq.(CERCLA) or the Model Toxics Control Act, RCW 70A.105D, et seq. (MTCA), except insofar as any liability may be attributed to Monsanto because of the actions of Bayer Crop Science or Pharmacia LLC ("Pharmacia"), who are signatories to the Consent Decree; and, (b) actions of Bayer Crop Science and Pharmacia that could give rise to liability under CERCLA or MTCA, were disclosed in the Lower Duwamish Waterway allocation process, and are reflected in the Final Allocation Report dated May 16, 2022, as revised. This representation and warranty does not apply to liability for the production, distribution or promotion of PCBs, which Monsanto expressly denies.
3. Regardless of the release of claims set forth in the Settlement Agreement, Monsanto shall remain liable to The Boeing Company, the City of Seattle, and King County, and each of them, alone or together, for breach of these representations and warranties.
4. With respect to any breach of the above representation or warranty, the defense and indemnity of Monsanto set out in the Settlement Agreement at Section 6, including all of its sub paragraphs, is null and void and of no effect. Exclusions to the defense and indemnity shall nevertheless remain in effect.

By: Molly M. Jones

Printed Name: Molly M. Jones

Title: Sr. Assistant General Counsel


Date: January 6, 2024

Settlement Agreement and Mutual Release

Appendix E, Six Fourteen South Logistics LLC.

This Addendum is a part of that Settlement Agreement and Mutual Release between Settling Cash-Out Parties, The Boeing Company, the City of Seattle, and King County ("Settlement Agreement"). In consideration of the mutual promises set forth in the Settlement Agreement and in this Addendum, the below signatories additionally agree as follows:

1. Six Fourteen South Logistics LLC. ("Six Fourteen") is a signatory to the Settlement Agreement but is not signing or is not a signatory to the Consent Decree in United States and State of Washington v. The Boeing Company, the City of Seattle, King County, et al., No. _____ (W.D. Wash 2024).
2. Six Fourteen represents and warrants to, and for the benefit of, The Boeing Company, the City of Seattle, and King County, and each of them that Six Fourteen is not a covered person with respect to the Site under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq. or the Model Toxics Control Act, RCW 70A.105D, et seq. except insofar as any liability may be attributed to it because of the actions of Harald Hurlen, Hurlen Construction Co., Hurlen Logistics, LLC, and Six Twenty South Logistics, LLC the actions of whom it or its related entities disclosed in the allocation between the parties, are reflected in the Final Allocation Report dated May 16, 2022, as revised, and are settled as part of the Settlement Agreement.
3. Regardless of the release of claims set forth in the Settlement Agreement, Six Fourteen shall remain liable to The Boeing Company, the City of Seattle, and King County, and each of them, alone or together, for breach of these representations and warranties.
4. With respect to any breach of the above representation or warranty, the defense and indemnity of Six Fourteen set out in the Settlement Agreement at Section 6, including all of its sub paragraphs, is null and void and of no effect.

By 

Printed Name: HARALD L. HURLEN

Title: PRESIDENT

Date: 27 DEC 2024

Settlement Agreement and Mutual Release

Appendix E, Solutia Inc.

This Addendum is a part of that Settlement Agreement and Mutual Release between Settling Cash-Out Parties, The Boeing Company, the City of Seattle, and King County ("Settlement Agreement"). In consideration of the mutual promises set forth in the Settlement Agreement and in this Addendum, the below signatories additionally agree as follows:

1. Solutia Inc. ("Solutia") is a signatory to the Settlement Agreement but is not signing or is not a signatory to the Consent Decree in United States and State of Washington v. The Boeing Company, the City of Seattle, King County, et al., No. _____ (W.D. Wash 2024).
2. Solutia represents and warrants to, and for the benefit of, The Boeing Company, the City of Seattle, and King County, and each of them, that: (a) Solutia is not a covered person with respect to the Site under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq. (CERCLA) or the Model Toxics Control Act, RCW 70A.105D, et seq. (MTCA), except insofar as any liability may be attributed to Solutia because of the actions of Bayer Crop Science or Pharmacia LLC ("Pharmacia"), who are signatories to the Consent Decree; and, (b) actions of Bayer Crop Science and Pharmacia that could give rise to liability under CERCLA or MTCA, were disclosed in the Lower Duwamish Waterway allocation process, and are reflected in the Final Allocation Report dated May 16, 2022, as revised. This representation and warranty does not apply to liability for the production, distribution or promotion of PCBs, which Solutia expressly denies.
3. Regardless of the release of claims set forth in the Settlement Agreement, Solutia shall remain liable to The Boeing Company, the City of Seattle, and King County, and each of them, alone or together, for breach of these representations and warranties.
4. With respect to any breach of the above representation or warranty, the defense and indemnity of Solutia set out in the Settlement Agreement at Section 6, including all of its sub paragraphs, is null and void and of no effect. Exclusions to the defense and indemnity shall nevertheless remain in effect.

By: Molly M. Jones

Printed Name: Molly M. Jones

Title: Sr. Asst General Counsel

Date: Jan. 16, 2024

Settlement Agreement and Mutual Release

Appendix E, Weyerhaeuser NR Company

This Addendum is a part of that Settlement Agreement and Mutual Release between Settling Cash-Out Parties, The Boeing Company, the City of Seattle, and King County ("Settlement Agreement"). In consideration of the mutual promises set forth in the Settlement Agreement and in this Addendum, the below signatory additionally agree as follows:

1. Weyerhaeuser NR Company ("Weyerhaeuser NR") is a signatory to the Settlement Agreement but is not signing or is not a signatory to the Consent Decree in United States and State of Washington v. The Boeing Company, the City of Seattle, King County, et al., No. _____ (W.D. Wash 2024).
2. Weyerhaeuser NR represents and warrants to, and for the benefit of, The Boeing Company, the City of Seattle, and King County, and each of them, that Weyerhaeuser NR is not a covered person with respect to the Site under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq. or the Model Toxics Control Act, RCW 70A.105D, et seq., except insofar as any liability may be attributed to Weyerhaeuser NR because of the actions of Weyerhaeuser Company, the actions of whom it or its related entities disclosed in the Lower Duwamish Waterway allocation process are reflected in the Final Allocation Report dated May 16, 2022, as revised, and are settled as part of the Settlement Agreement.
3. Notwithstanding the release of claims set forth in the Settlement Agreement, Weyerhaeuser NR shall remain liable to The Boeing Company, the City of Seattle, and King County, and each of them, alone or together, for breach of the representations and warranties set forth in Section 2 of this Addendum.
4. In the event of a judicial determination that Weyerhaeuser NR has breached the above representation or warranty, the defense and indemnity of Weyerhaeuser NR set out in the Settlement Agreement at Section 6, including all of its sub paragraphs, is null and void and of no effect as to only Weyerhaeuser NR.

By: 

Printed Name: Kristy T. Harlan

Title: SVP General Counsel & Corporate Secretary

Date: 1/7/2025

Settlement Agreement and Mutual Release

Appendix F
Funding Party Release

Settlement Agreement and Mutual Release

Appendix F

Settling Funding Party Release

For and in consideration of the mutual promises and covenants contained in the Settlement Agreement and Mutual Release Between Settling Cash-Out Parties, the Boeing Company, the City of Seattle, and King County (the "Agreement"), and any separate agreements among the undersigned Settling Funding Party, on the one hand, and the Boeing Company, the City of Seattle, and King County, on the other hand, the undersigned Settling Funding Party acknowledges that it has received and reviewed a copy of the final, fully executed Agreement; and agrees to be bound by the Release of Claims with respect to the Settling Cash-Out Parties, as set forth in Paragraph 5 of the Agreement. Consistent with Paragraph 5.2.2 of the Agreement, the Release of Claims set forth in this Appendix F shall take effect and be binding upon the Effective Date, as defined in the Agreement.

DATED:

Continental Holdings, Inc.

January 3, 2025, 2024



By:

Printed Name: Marcy Heronimus

Its: Assistant Secretary

Settlement Agreement and Mutual Release

Appendix G

Intentionally Omitted

Settlement Agreement and Mutual Release

Appendix H
Release and Waiver

Settlement Agreement and Mutual Release

Appendix H

Release and Waiver

[Name of Insurer], undersigned (Insurer), may carry insurance on [Name of Insured] (Insured). Insured is a signatory on the Settlement Agreement and Mutual Release Between Settling Cash-Out Parties, the Boeing Company, the City of Seattle, and King County (the “Agreement”), resolving certain claims relating to contamination of the Lower Duwamish Waterway in Seattle, Washington. Insurer will benefit from the signing of the Agreement by Insured. Such benefit includes but is not limited to certain commitments by signatories to the Agreement (Settling Parties) that are conditioned upon execution of the present Release and Waiver. Insurer acknowledges that such benefit is sufficient consideration for its commitment in the present Release and Waiver. In return for such benefit Insurer hereby releases and waives all claims against any Settling Party arising from or related to Released Claims. This Release and Waiver includes but is not limited to subrogation claims, statutory or common law claims, claims under the federal Comprehensive Environmental Response Compensation and Liability Act (CERCLA) and claims under the Washington Model Toxics Control Act (MTCA).

DATED: _____, 2024

[Insurer]

By: _____

Printed Name: _____

Its: _____

Settlement Agreement and Mutual Release

Appendix I

Notice recipients and addresses

Settlement Agreement and Mutual Release

Appendix I

Notice Recipients

The LDWG Settling Parties and the Cash-Out Settling Parties will provide changes or updates to their respective notice recipients as necessary.

Settling Party	Designated Notice Recipient	Co-Recipient of Written Communications
Ardagh Glass Inc. F.K.A. Saint-Gobain Containers Inc.	Jason Ty Sibbitt Associate General Counsel Ardagh Glass Inc. 10194 Crosspoint Blvd., #410 Indianapolis, IN 46256 (765) 702-5083 Ty.Sibbitt@ardaghgroup.com	E. Sean Griggs Barnes & Thornburg LLP 11 South Meridian Street Indianapolis, IN 46204 (317) 231-7793 Sean.Griggs@btlaw.com
Ash Grove Cement Company	Chintan Amin, Deputy General Counsel CRH Americas, Inc. 900 Ashwood Parkway, Suite 600 Atlanta, GA 30338 (470) 618-1948 chintan.amin@crh.com	Joshua M. Lipsky Cascadia Law Group PLLC 1201 Third Avenue, Suite 320 Seattle, WA 98101 (206) 292-2633 jlipsky@cascadialaw.com
Ball Corporation	Andrew Gomez, General Attorney Ball Corporation 9200 W. 108th Circle Westminster, CO 80021 (720) 614-1006 andrew.gomez@ball.com	Katie Gannon Bressler, Amery & Ross P.S. 325 Columbia Turnpike Florham Park, NJ 07932 (973) 937-6726 kgannon@bressler.com
Bayer CropScience Inc.	Mark Bowers, Senior Remediation Manager Bayer U.S. LLC 800 N. Lindbergh Blvd. St. Louis, MO 63167 (919) 762-6165 mark.bowers@bayer.com	Connie Sue Martin Schwabe, Williamson & Wyatt, P.C. 1420 Fifth Avenue, Suite 3400 Seattle, WA 98101 (206) 407-1556 csmartin@schwabe.com
BNSF Railway Company	Shane DeGross BNSF Railway Company Attn: Asst. Director of Remediation 605 Puyallup Avenue Tacoma, WA 98421 (253) 591-2567 Shane.DeGross@bnsf.com	Brooke Kuhl, Senior General Attorney BNSF Railway Company 101 International Drive Missoula, MT 59808 (406) 256-4293 Brooke.kuhl@bnsf.com

Settlement Agreement and Mutual Release

<p>The Boeing Company</p>	<p>Marc Luesebrink Senior Counsel EHS Law Group The Boeing Company P. O. Box 3707 MX-11XT Seattle, WA 98124-2207 Marc.d.luesebrink@boeing.com</p>	<p>Katie Page Perkins Coie LLP 1201 3rd Avenue, #4900 Seattle, WA 98101 kpage@perkinscoie.com *As of June 15, 2025 Katie Page Perkins Coie LLP 1301 2nd Avenue Seattle, WA 98101 kpage@perkinscoie.com</p>
<p>Boyer Towing, Inc. / Boyer Logistics, Inc. / Boyer Halvorsen / Kirsten Halvorsen Stahl / Maia Halvorsen</p>	<p>Boyer Halvorsen 7318 Fourth Avenue South Seattle, WA 98108 (206) 763-8696 boyer@boyertowing.com</p>	<p>Kim Maree Johannessen Johannessen & Associates, P.S. 5413 Meridian Ave N., Suite B Seattle, WA 98103 (206) 632-2000 / (206) 471-2361 kmj@johanassoc.com</p>
<p>Centerpoint 8801 Marginal LLC</p>	<p>Rick Mathews, General Counsel 1808 Swift Drive Oak Brook, IL 60523</p>	<p>John T. (JT) Cooke Houlihan Law PC 100 N. 35th Street Seattle, WA 98103 (253) 722-8267 jt@houlihan-law.com</p>
<p>Chiyoda International Corporation / Chiyoda Corporation</p>	<p>Clark J. Davis (primary notice recipient) Davis Law Office, PLLC 7191 Wagner Way NW, Suite 202 Gig Harbor, WA 98335 (253) 858-9422 cdavis@cj-d-law.com</p>	<p>Evan Marcos Chiyoda Corporation Minato Mirai Grand Central Tower, 24th Floor 4-6-2, Minatomirai, Nishi-ku Yokohama 220-8765 Japan (81) 45-274-9382 marcos.dana_egan@chiyodacorp.com</p>
<p>ConGlobal Industries LLC</p>	<p>Paul Kleppetsch, General Counsel ConGlobal Industries LLC 8205 S. Cass Avenue, Suite 115 Darien, IL 60561 (708) 225-9846 pkleppetsch@conglobal.com</p>	<p>Houlihan Law PC Attn: John T. (JT) Cooke 100 N. 35th Street Seattle, WA 98103 (253) 722-8267 jt@houlihan-law.com</p>
<p>City of Seattle</p>	<p>Laura Wishik, Assistant City Attorney Seattle City Attorney's Office 701 5th Avenue, Suite 2050 Seattle, WA 98104 (206) 684-8199 Laura.Wishik@seattle.gov</p>	<p>Megan Joplin, Assistant City Attorney Seattle City Attorney's Office 701 5th Avenue, Suite 2050 Seattle, WA 98104 (206) 615-0885 Megan.Joplin@seattle.gov</p>

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Crowley Marine Services, Inc. / 8th Avenue Terminals, Inc.	Reece Alford, Corporate Secretary Crowley Maritime Corporation 9487 Regency Square Blvd. Jacksonville, FL 32225 (904) 727-1978 reece.alford@crowley.com	Joshua M. Lipsky Cascadia Law Group PLLC 1201 Third Avenue, Suite 320 Seattle, WA 98101 (206) 292-2633 jlipsky@cascadialaw.com
Delta Marine Industries, Inc.	Michelle Jones Delta Marine Industries, Inc. 1608 S. 96th Street Seattle, WA 98108 (206) 763-2383 mjones@deltamarine.com	Clark J. Davis Davis Law Office, PLLC 7191 Wagner Way NW, Suite 202 Gig Harbor, WA 98335 (253) 858-9422 cdavis@cjd-law.com
Duwamish Shipyard, Inc.	Kyle McCleary Duwamish Shipyard, Inc. P. O. Box 13368 Des Moines, WA 98198 (206) 767-4880 kylem@duwamishshipyard.com	Kim Maree Johannessen Johannessen & Associates, P.S. 5413 Meridian Ave N., Suite B Seattle, WA 98103 (206) 632-2000 / (206) 471-2361 kmj@johanassocs.com
Earle M. Jorgensen Company	Ash Botros Earle M. Jorgensen Company 10650 Alameda Street Lynwood, CA 90262 abotros@emjmetals.com	Scott H. Reisch Hogan Lovells US LLP 1601 Wewatta Street, Suite 900 Denver, CO 80202 (303) 899-7355 scott.reisch@hoganlovells.com William A. Smith II c/o Reliance Steel & Aluminum Co. 55 S. Lake Avenue, Suite 500 Pasadena, CA 91101 will.smith@rsac.com
Ford Motor Company	David J. Witten, Assistant Secretary Ford Motor Company One American Road Dearborn, MI 48126 (313) 845-8476 dwitten@ford.com	Jennifer L. Sanscrainte Ogden Murphy Wallace P.L.L.C. 901 Fifth Avenue, Suite 3500 Seattle, WA 98164 (206) 233-2001 / (206) 714-3595 jsanscrainte@omwlaw.com

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<p>Fox Avenue Building, LLC</p>	<p>Robert Code Fox Avenue Building, LLC 6900 Fox Avenue South Seattle, WA 98108 (206) 382-6334 bobc@CascadeColumbia.com</p>	<p>Alexandra Kleeman Hillis Clark Martin & Peterson P.S. 999 Third Avenue, Suite 4600 Seattle, WA 98104 (206) 470-7697 alexandra.kleeman@hcmp.com</p>
<p>General Recycling of Washington, LLC / David J. Joseph Company / Nucor Steel Seattle, Inc.</p>	<p>Greg Murphy Patrick Jablonski General Recycling of Washington, LLC 2424 SW Andover Street Seattle, WA 98106 (704) 366-7000 greg.murphy@nucor.com pat.jablonski@nucor.com</p>	<p>Christopher J. Esbrook Michael Kozlowski América A. Guzmán Esbrook P.C. 321 N. Clark Street, Suite 1930 Chicago, IL 60654 (312) 319-7681 christopher.esbrook@esbrook.com michael.kozlowski@esbrook.com america.guzman@esbrook.com</p>
<p>Glacier Northwest, Inc. / Northwest Aggregates Co.</p>	<p>Pete Stoltz, Sr. Manager Permitting & Government Affairs Glacier Northwest, Inc. 3450 S. 344th Way, Suite 201 Federal Way, WA 98001 (206) 764-3036 pstoltz@calportland.com</p>	<p>Deborah Murphey, Associate General Counsel CalPortland Company 2025 E. Financial Way Glendora, CA 91741 (626) 852-6293 dmurphey@calportland.com</p>
<p>Harald Hurlen / Hurlen Construction Co. / Hurlen Logistics, LLC / Six Twenty South Logistics, LLC / Six Fourteen South Logistics, LLC</p>	<p>Harald Hurlen 2505 School Street Solvang, CA 93463-9754 (206) 856-9987 hlhurlen@gmail.com</p>	<p>Alexandra Kleeman Hillis Clark Martin & Peterson P.S. 999 Third Avenue, Suite 4600 Seattle, WA 98104 (206) 470-7697 alexandra.kleeman@hcmp.com</p>
<p>Holcim (US) Inc. and its wholly-owned subsidiary, Surplus Items Inc.</p>	<p>Jodie Earle, Director, Litigation & Assistant Secretary Holcim (US) Inc. 6211 N. Ann Arbor Road Dundee, MI 48131 (734) 529-4360 Jodie.Earle@lafargeholcim.com</p>	<p>Paula Jantzen Ryan Whaley PLLC 400 North Walnut Avenue Oklahoma City, OK 73104 (405) 239-6040 pjantzen@ryanwhaley.com</p>
<p>International Paper Company</p>	<p>Brian E. Heim, General Counsel EHS & Sustainability International Paper 6500 Poplar Avenue Memphis, TN 38197 (901) 419-3824 Brian.heim@ipaper.com</p>	

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<p>King County</p>	<p>Jeff Stern King County Wastewater Treatment Division KSC-NR-0512 201 S. Jackson Street Seattle, WA 98104-3855 (206) 477-5479 Jeff.stern@kingcounty.gov</p>	<p>Kristie Elliott King County Prosecuting Attorney's Office 701 Fifth Avenue, Suite 600 Seattle, WA 98104 (206) 477-6758 Kristie.Elliott@kingcounty.gov</p>
<p>Lafarge North America Inc. n/k/a Holcim Canada Holdings LLC and Lafarge PNW Inc.</p>	<p>Kevin McNab Jonathan Hall Daniel Waldron Stephane Voysey Lafarge PNW Inc. 5400 West Marginal Way S.W. Seattle, WA 98106 (206) 937-8025 Kevin.McNab@Lafargeholcim.com Jonathan.Hall@Lafargeholcim.com Daniel.Waldron@Lafargeholcim.com Stephane.Voysey@Lafarge.com</p>	<p>Jodie Earle Holcim Canada Holdings LLC 6211 N. Ann Arbor Road Dundee, MI 48131 (734) 529-4360 Jodie.Earle@Holcim.com</p>
<p>Linde Inc. (f/k/a Praxair, Inc.)</p>	<p>Sanaa Almarayai, Manager, Legal Services Linde Inc. 10 Riverview Drive Danbury, CT 06810 (203) 837-2046 sanaa.almarayati@linde.com</p>	<p>Evynn M. Overton Beveridge & Diamond P.C. 201 N. Charles Street, Suite 2210 Baltimore, MD 21201 (410) 230-1300 eoverton@bdlaw.com</p>
<p>"Lynden Parties": Alaska Marine Lines, Inc. / Knik Construction Co., Inc. / 5600 W. Marginal Way, SW, Seattle, LLC / 5615 W. Marginal Way, SW, Seattle, LLC / Lynden Transport, Inc. / LTI, Inc. / Douglas Management Co. / Swan Bay Holdings, Inc. / Bering Marine Corporation / 7100 1st Ave S, Seattle, LLC / Lynden Incorporated / Northland Services, Inc. / Naknek Barge Lines, LLC (a dissolved corporation) / Northland Services, Inc. on behalf of Jore Marine Services, Inc. (a dissolved corporation) / Lynden</p>	<p>Everett Billinglea 18000 International Blvd. Seattle, WA 98188 (206) 439-5490 ehb@lynden.com notices@lynden.com</p>	<p>Tisha Pagalilauan Cascadia Law Group 1201 Third Avenue, Suite 320 Seattle, WA 98101 (206) 292-6300 tpagalilauan@cascadialaw.com</p>

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<p>Services, Inc. / Lynden Marine Leasing, LLC and its subsidiaries:</p> <ul style="list-style-type: none">• Alaska Provider, LLC;• Alaska Trader, LLC;• Aleutian Trader, LLC;• Anchorage Provider, LLC;• Anchorage Trader, LLC;• Arctic Bear, LLC;• Arctic Gull, LLC;• Arctic Provider, LLC;• Baranof Provider, LLC;• Bering Trader LLC;• Chatham Provider, LLC;• Chichagof Provider, LLC;• Cordova Provider, LLC;• Fairbanks Provider, LLC;• Greta, LLC;• Hawaii Trader, LLC;• Ivan, LLC;• Kamakani, LLC;• Kenai Trader, LLC;• Koyukuk, LLC;• Krystal Sea, LLC;• Kuskokwim Trader, LLC;• Marine Boneyard, LLC;• Naknek Trader LLC;• Nunaniq, LLC;• Pacific Trader, LLC;• Polar Cloud, LLC;• Polar Endurance, LLC;• Polar King, LLC;• Polar Trader, LLC;• Polar Viking, LLC;• Polar Wind, LLC;• Rampart, LLC;• Sam M. Taalak, LLC;• Skagway Provider, LLC;		
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Settlement Agreement and Mutual Release

<ul style="list-style-type: none"> • Southeast Provider, LLC; • Spencer Brewer, LLC; • Stickeen, LLC; • Stikine Provider, LLC; • Taku Provider, LLC; • Togiak Trader, LLC; • Tongass Provider, LLC; • Westward Trader, LLC; • Whittier Provider, LLC; and • Yukon Trader, LLC 		
<p>Manson Construction Co., 5055 Properties, LLC, Manson Holding Co., Manson International, Inc.</p>	<p>John D. Heckel Assistant Secretary Manson Construction Co. 5209 E. Marginal Way S. Seattle, WA 98134 (206) 764-8531 jheckel@mansonconstruction.com</p>	<p>Douglas Steding Managing Partner Northwest Resource Law PLLC 71 Columbia Street, Suite 325 Seattle, WA 98104 (206) 971-1567 dsteding@nwresourcelaw.com</p>
<p>Northwest Container Services, Inc.</p>	<p>Patrick J. Shea, Executive Vice President, General Counsel and Secretary Northwest Container Services, Inc. 3 Waterway Square Place, Suite 110 The Woodlands, TX 77380 (832) 442-2274 Patrick.Shea@WasteConnections.com</p>	<p>Erika H. Spanton Beveridge & Diamond P.C. 600 University Street, Suite 601 Seattle, WA 98101 (206) 315-3025 espanton@bdlaw.com</p>
<p>PACCAR Inc</p>	<p>Brian Haderlie PACCAR Inc 777 106th Avenue NE Bellevue, WA 98004 (425) 468-7055 Brian.Haderlie@PACCAR.com</p> <p><i>and</i></p> <p>PACCAR INC Attn: Law Department 777 106th Avenue NE Bellevue, WA 98004</p>	<p>Andy F. Rigel Hillis Clark Martin & Peterson P.S. 999 Third Avenue, Suite 4600 Seattle, WA 98104 (206) 470-7643 andy.rigel@hcmp.com</p>

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Pharmacia LLC (fka Monsanto Company)	Molly M. Jones, Senior Assistant General Counsel Bayer U.S. LLC 800 N. Lindbergh Blvd. St. Louis, MO 63167 (314) 304-5046 molly.jones@bayer.com	Connie Sue Martin Schwabe, Williamson & Wyatt, P.C. 1420 Fifth Avenue, Suite 3400 Seattle, WA 98101 (206) 407-1556 csmartin@schwabe.com
PSFL Leasing, Inc. (formerly known as Puget Sound Truck Lines, Inc.), a dissolved corporation, pursuant to RCW 23B.14.050(1)	Thomas Lovejoy, Former Chairman 10700 NE 4th Street, Unit 3414 Bellevue, WA 98004 (206) 387-0023 pslovejoy@aol.com	Patrick M. Paulich Betts Patterson & Mines, P.S. 701 Pike Street, Suite 1025 Seattle, WA 98101-3915 (206) 268-8651 ppaulich@bpmlaw.com
Puget Sound Energy, Inc.	Lorna Luebbe, General Counsel / SVP Chief Sustainability Officer Puget Sound Energy P. O. Box 97034 Bellevue, WA 98009-9734 (425) 462-3031 lorna.luebbe@pse.com <i>and</i> Sara Leverette, Director Environmental Program Services Assistant General Counsel Puget Sound Energy P.O. Box 97034 Bellevue, WA 98009-9734 (503) 381-0281 sara.leverette@pse.com <i>and</i> Mary Mitchener, Manager Environmental Services Puget Sound Energy P. O. Box 97034 Bellevue, WA 98009-9734 (206) 369-3132 mary.mitchener@pse.com	Courtney Seim Seyfarth Shaw LLP 999 Third Avenue, Suite 4700 Seattle, WA 98104-4041 (206) 946-4913 cseim@seyfarth.com
S&JA Hale Family Limited Partnership	Kristine Shimmin, Owner S&JA Hale Family Limited Partnership 4312 Muirwood Drive Pleasanton, CA 94588 (925) 998-6469 hb.kris@gmail.com	Jeffrey Bilanko Carroll, Biddle & Bilanko, PLLC 411 W. Mercer Street Seattle, WA 98119 (206) 338-1496 / (206) 450-1181 jbilanko@cbblegal.com

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<p>SeaTac Marine Properties, LLC</p>	<p>Eric Christianson Walter Seay 6701 Fox Avenue S. Seattle, WA 98108 (206) 767-6000 eric@seatacmarine.com seay@seaycorp.com</p>	<p>Douglas Steding, Ph.D., Managing Partner Northwest Resource Law PLLC 71 Columbia Street, Suite 325 Seattle, WA 98104 (206) 971-1567 / (206) 217-1077 dsteding@nwresource.com</p>
<p>Seattle Boiler Works, Inc. / Frank H. Hopkins Family, LLC / Frederick J. Hopkins Family, LLC</p>	<p>Craig Hopkins 500 S. Myrtle Street Seattle, WA 98101</p>	<p>John J. Houlihan Jr. /John T. Cooke Houlihan Law PC 100 N. 35th Street Seattle, WA 98103 (206) 547-5052 / (206) 547-1075 john@houlihan-law.com jt@houlihan-law.com</p>
<p>Seattle Iron & Metals Corporation / The Shalmar Group, LLC / Shalmar 08, LLC / Simco Properties, LLC</p>	<p>Alan Sidell 601 S. Myrtle Street Seattle, WA 98108 (206) 682-0040 asidell@seairon.com</p>	<p>Alexandra Kleeman Hillis Clark Martin & Peterson P.S. 999 Third Avenue, Suite 4600 Seattle, WA 98104 (206) 470-7697 alexandra.kleeman@hcmp.com</p>
<p>Silver Bay Logging Inc.</p>	<p>Betty Buhler, Secretary] P. O. Box 270 Kelso, WA 98626-0023 (206) 715-4355 betbuhler@aol.com</p>	<p>Laura Maffei Cable Huston LLP 1455 SW Broadway, Suite 1500 Portland, OR 97201-3412 (503) 224-3092 lmaffei@cablehuston.com</p>
<p>South Park Marina Limited Partnership</p>	<p>Guy Crow South Park Marina Limited Partnership 8604 Dallas Avenue South Seattle, WA 98108 (206) 762-3880 Crow45@aol.com</p>	<p>Thomas D. Adams Karr Tuttle Campbell 701 Fifth Avenue, Suite 3300 Seattle, WA 98104 (206) 224-8026 tadams@karrtuttle.com</p>

Settlement Agreement and Mutual Release

<p>Washington State Dept. of Transportation (WSDOT)</p>	<p>Ahmer Nizam WSDOT Environmental Services Director 310 Maple Park Avenue SE Mail Stop 47331 Olympia, WA 98501 (360) 705-7480 Nizama@wsdot.wa.gov</p> <p><i>and</i></p> <p>Morgan Balogh NW Region Assistant Regional Administrator, Maintenance 15700 Dayton Avenue North Mail Stop BN82-119 Shoreline, WA 98133 (206) 440-4656 baloghm@wsdot.wa.gov</p>	<p>Yasmine Tarhouni Brian Thompson Assistant Attorneys General Office of Attorney General Washington State Transportation & Public Construction Division P. O. Box 40113 Olympia, WA 98504-0113 (360) 753-6130 yasmine.tarhouni@atg.wa.gov brian.thompson@atg.wa.gov TPCEF@atg.wa.gov</p>
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