



SEATTLE CITY COUNCIL

Parks, Public Utilities, and Technology Committee Agenda

Wednesday, April 9, 2025

2:00 PM

Council Chamber, City Hall
600 4th Avenue
Seattle, WA 98104

Joy Hollingsworth, Chair
Sara Nelson, Vice-Chair
Robert Kettle, Member
Maritza Rivera, Member
Dan Strauss, Member

Chair Info: 206-684-8803; Joy.Hollingsworth@seattle.gov

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Parks, Public Utilities, and Technology
Committee
Agenda
April 9, 2025 - 2:00 PM

Meeting Location:

Council Chamber, City Hall , 600 4th Avenue , Seattle, WA 98104

Committee Website:

<https://www.seattle.gov/council/committees/parks-public-utilities-and-technology-x154106>

This meeting also constitutes a meeting of the City Council, provided that the meeting shall be conducted as a committee meeting under the Council Rules and Procedures, and Council action shall be limited to committee business.

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Please Note: Times listed are estimated

A. Call To Order

B. Approval of the Agenda

C. Public Comment

D. Items of Business

1. [CB 120960](#) **AN ORDINANCE relating to the Lower Duwamish Waterway; authorizing Seattle City Light and Seattle Public Utilities to: continue expending funds to participate in environmental investigation and remediation of the Lower Duwamish Waterway Superfund Site, according to the terms of a Consent Decree with the United States and the State of Washington and according to the terms of settlements with multiple other parties; accept funds from other parties and indemnify them according to settlement agreements with those parties; continue seeking and accepting state Remedial Action Grants for work related to the Superfund Site; commit to spend funds pursuant to the terms of additional orders from the federal and state regulatory agencies for remedial work at sites related to the Lower Duwamish, including T-108, South Park Marina, and North Boeing Field/Georgetown Steam Plant; and commit to sharing costs with other parties regarding those Related Sites; and ratifying and confirming certain prior acts.**

Supporting
Documents:

[Summary and Fiscal Note](#)

[Summary Ex A - Consent Decree](#)

[Summary Ex B - Response Cost Settlement and Implementation Agreement for LDW Superfund Site](#)

[Summary Ex C - Settlement Agreement and Mutual Release with Cash-Out Parties](#)

[Summary Ex D - Settlement Agreement and Mutual Release with Continental Holdings](#)

[Summary Ex E - Settlement Agreement re Shared Allocation and Database Costs](#)

[Presentation](#)

Briefing, Discussion, and Possible Vote

Presenter: Brian Goodnight, Council Central Staff

E. Adjournment



Legislation Text

File #: CB 120960, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the Lower Duwamish Waterway; authorizing Seattle City Light and Seattle Public Utilities to: continue expending funds to participate in environmental investigation and remediation of the Lower Duwamish Waterway Superfund Site, according to the terms of a Consent Decree with the United States and the State of Washington and according to the terms of settlements with multiple other parties; accept funds from other parties and indemnify them according to settlement agreements with those parties; continue seeking and accepting state Remedial Action Grants for work related to the Superfund Site; commit to spend funds pursuant to the terms of additional orders from the federal and state regulatory agencies for remedial work at sites related to the Lower Duwamish, including T-108, South Park Marina, and North Boeing Field/Georgetown Steam Plant; and commit to sharing costs with other parties regarding those Related Sites; and ratifying and confirming certain prior acts.

WHEREAS, the United States Environmental Protection Agency (EPA) listed the Lower Duwamish Waterway on the National Priorities List on September 13, 2001, thereby designating it a Superfund Site; and

WHEREAS, on April 19, 2000, The City of Seattle (“City”), the Port of Seattle, King County, and The Boeing Company signed an Administrative Order on Consent (AOC) with EPA and the Washington State Department of Ecology (Ecology), thereby agreeing to investigate contamination in the Lower Duwamish Waterway and to explore options for remediation; and

WHEREAS, EPA issued a Proposed Plan for the cleanup in 2013, conducted an Environmental Justice analysis for the affected communities, conducted extensive multilingual public participation for comments on their 2013 Proposed Plan, and responded to public comments in their 2014 Record of Decision; and

WHEREAS, EPA selected the cleanup Remedy for the comprehensive cleanup of the Lower Duwamish Waterway in their 2014 Record of Decision; and

WHEREAS, the City, King County, the Port of Seattle, and The Boeing Company completed five Early Action

Cleanups in the Lower Duwamish Waterway, which substantially reduced average contaminant concentrations in the sediment; and

WHEREAS, the City, King County, the Port of Seattle, and The Boeing Company continued investigation and design work under five separate amendments to the 2000 AOC; and

WHEREAS, under an interim cost share agreement, the City, King County, the Port of Seattle, and The Boeing Company have been equally sharing the costs of the work required by the AOC and amendments; and

WHEREAS, a confidential mediation was completed in 2022 to allocate equitable cost shares for over 40 Potentially Responsible Parties; and

WHEREAS, EPA issued Special Notice Letters on January 24, 2023, to the City, King County, the Port of Seattle, and The Boeing Company requiring entry into Consent Decree negotiations to fully implement the 2014 Record of Decision cleanup requirements; and

WHEREAS, the City, King County, and The Boeing Company issued a joint good faith response to EPA's Special Notice Letter in March 2023 to negotiate potential terms of a joint EPA and Washington Department of Ecology Consent Decree; and

WHEREAS, according to the EPA, the Port of Seattle did not issue a good faith response to EPA's Special Notice Letter and thus did not reach agreement with EPA and the State of Washington; and

WHEREAS, after 18 months of negotiations, the City, King County, and The Boeing Company, reached agreement with EPA and the Washington State Department of Ecology ("Ecology") on the terms of a Consent Decree; and

WHEREAS, Seattle Public Utilities is working to identify and control existing and potential sources of contamination to the Lower Duwamish Waterway; and

WHEREAS, source identification efforts led to additional cleanup sites being identified that are related to the Lower Duwamish Waterway, including T108, South Park Marina, and North Boeing Field/Georgetown Steam Plant, for which the City is participating in investigations and cleanup activities under separate

orders from EPA and Ecology; and

WHEREAS, the City may apply for state grants under the authority of the Model Toxic Control Act to pay for up to 50 percent of the costs for some of the activities associated with the Lower Duwamish Waterway Superfund Site; and

WHEREAS, the work being performed under the current AOC will be incorporated into the Consent Decree; and

WHEREAS, the City, King County, and The Boeing Company have agreed to share costs to implement the Consent Decree based on the equitable shares identified during the confidential mediation process and have begun doing so; and

WHEREAS, the work required by the Consent Decree will continue for decades and is estimated by EPA to cost at least \$667,842,290; and

WHEREAS, RCW 35.32A.070 provides that the City may, by ordinance, authorize public utilities to expend funds beyond their current budget authority; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Seattle City Light and Seattle Public Utilities are authorized to continue expending funds to participate in the investigation and remediation of contamination of the Lower Duwamish Waterway Superfund Site under the Administrative Order on Consent signed by The City of Seattle on April 14, 2000, and to continue sharing costs with other participating parties.

Section 2. Seattle City Light and Seattle Public Utilities are authorized to commit to spending funds according to the terms of a Consent Decree with the United States and the State of Washington identifying the City as one of three Performing Parties (the City, King County, and The Boeing Company) that will implement the requirements of EPA's 2014 Record of Decision.

Section 3. Seattle City Light and Seattle Public Utilities are authorized to accept funds from other parties to implement the Consent Decree and to indemnify those parties pursuant to the terms of settlements

with them.

Section 4. Seattle City Light and Seattle Public Utilities are authorized to continue seeking and accepting Remedial Action Grants from the Washington State Department of Ecology for work related to the Lower Duwamish Waterway Superfund Site, including the Related Sites and source control efforts.

Section 5. Seattle City Light and Seattle Public Utilities are authorized to commit to expend funds according to the terms of additional orders from the federal and state regulatory agencies for further remedial work at Duwamish Related Sites and to commit to share costs with other parties regarding those Related Sites.

Section 6. Any act consistent with the authority of this ordinance taken prior to its effective date is ratified and confirmed.

Section 7. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the _____ day of _____, 2025, and signed by me in open session in authentication of its passage this _____ day of _____, 2025.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2025.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2025.

Scheereen Dedman, City Clerk

(Seal)

SUMMARY and FISCAL NOTE

| Department: | Dept. Contact: | CBO Contact: |
|--------------------------|-----------------------|---------------------|
| Seattle Public Utilities | David Schuchardt | Akshay Iyengar |

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to the Lower Duwamish Waterway; authorizing Seattle City Light and Seattle Public Utilities to: continue expending funds to participate in environmental investigation and remediation of the Lower Duwamish Waterway Superfund Site, according to the terms of a Consent Decree with the United States and the State of Washington and according to the terms of settlements with multiple other parties; accept funds from other parties and indemnify them according to settlement agreements with those parties; continue seeking and accepting state Remedial Action Grants for work related to the Superfund Site; commit to spend funds pursuant to the terms of additional orders from the federal and state regulatory agencies for remedial work at sites related to the Lower Duwamish, including T-108, South Park Marina, and North Boeing Field/Georgetown Steam Plant; and commit to sharing costs with other parties regarding those Related Sites; and ratifying and confirming certain prior acts.

Summary and Background of the Legislation: The U.S. Environmental Protection Agency in 2000 listed the Lower Duwamish Waterway (LDW) as a Federal Superfund Site. Since that time, the City of Seattle has partnered with King County, the Port of Seattle, and the Boeing Company under the auspices of the Lower Duwamish Waterway Group (LDWG). The LDWG members worked voluntarily under an EPA Administrative Order on Consent (AOC) to conduct the cleanup studies that support EPA’s 2014 final cleanup Record of Decision and to prepare for remedial action in the waterway. The LDWG members and EPA have amended the AOC five times since 2014 to continue investigation and design work to prepare for the cleanup. The City is also involved in cleaning up several upland sites related to the LDW, under separate EPA or Ecology cleanup orders (“Related Sites”).

Since 2000, LDWG members shared costs equally under an interim cost sharing Memorandum of Agreement. A confidential mediation process was conducted to allocate equitable shares of past and future costs among 40-plus potentially responsible parties who contributed to the waterway’s contamination. That 8-year process provided a basis for negotiating settlements among the parties. After two years of negotiations, the parties agreed to settlements that result in most of the parties paying the LDWG members a lump sum for their equitable shares of past and future costs of the remedial work. The payments will go into a trust set up by LDWG to partially fund the remedial work. The balance of the needed funds will be provided by the City, King County and Boeing, plus any funds they succeed in obtaining from additional parties. The City also is eligible for State Remedial Action Grant funding, which reimburses up to 50% of City cleanup costs.

This legislation would authorize the City to commit to actions that will entail the expenditure of funds beyond the current budget cycle, pursuant to the terms of the Consent Decree and settlement agreements with other parties and further orders from federal and state regulatory agencies. It would also authorize SPU and Seattle City Light to accept funds from other parties for the past and future costs of implementing the AOC and the Consent Decree, pursuant to the terms of negotiated settlements with those parties.

The total cost of the LDW cleanup, including design, construction, long-term monitoring and maintenance, and institutional controls, was estimated by EPA as at least \$667,842,290. The City will receive about \$83,034,408 of the funds paid by other parties for future costs according to the settlement agreements. Those funds may only be used to implement the Consent Decree. The City also will pay about \$127,089,399 of the future costs estimated by EPA. The City is eligible for State Remedial Action Grant funding, which reimburses up to 50% of City cleanup costs.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ☐ Yes ☒ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City? ☐ Yes ☒ No

The cleanup work is currently underway and required under the Federal Unilateral Administrative Order signed by the City. The Consent Decree requires the same work, with the benefits of facilitating settlements and protections against lawsuits. SCL and SPU have each budgeted for these projects assuming signature of the Consent Decree and pursuit of the associated cost settlements.

3.d. Other Impacts

Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.

No

If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.

N/A

Please describe any financial costs or other impacts of *not* implementing the legislation.
If the City does not sign the Consent Decree, EPA would likely issue a Unilateral Order requiring the City to implement the same work. That would likely cause the other parties to abandon their settlements because they would not be protected from future lawsuits. The City

would therefore not receive funds from them without litigation, which is costly and has uncertain outcomes.

4. OTHER IMPLICATIONS

- a. Please describe how this legislation may affect any departments besides the originating department.**

Seattle City Light (SCL) is also named in the Consent Decree. SPU and SCL share costs at 85% /15% respectively.

- b. Does this legislation affect a piece of property?**

No.

- c. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**

- i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**

Communities in the Duwamish Valley are both vulnerable and historically disadvantaged. Signing the Consent Decree would affirm Seattle's 20+ year commitment to correct the historic contamination and associated health risks. Seattle works with its project partners and EPA to implement meaningful public participation in the cleanup including multi-lingual meetings and written materials.

- ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**

- iii. What is the Language Access Plan for any communications to the public?**
EPA leads public outreach and multilingual communications, including specific communications plans developed for the project.

- d. Climate Change Implications**

- i. Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.**

The cleanup is required by EPA and will proceed regardless of this legislation. The cleanup is a construction project with its own associated short-term construction emissions. The engineering design seeks to minimize these emissions using green remediation best practices.

- ii. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

No effects on resiliency are expected.

- e. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**

This legislation allows the City to move forward with the planned cleanup under the authority of a Consent Decree. The cleanup goals are identified in EPA's Record of Decision for the cleanup project.

5. CHECKLIST

- ☐ **Is a public hearing required?**
- ☐ **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?**
- ☐ **If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?**
- ☐ **Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?**

6. ATTACHMENTS

Summary Attachments:

Summary Exhibit A – Consent Decree

Summary Exhibit B – Response Cost Settlement and Implementation Agreement for Lower Duwamish Waterway Superfund Site

Summary Exhibit C – Settlement Agreement and Mutual Release Between Settling Cash-Out Parties, The Boeing Company, The City of Seattle, and King County

Summary Exhibit D – Settlement Agreement and Mutual Release Between Continental Holdings, Inc., The Boeing Company, The City of Seattle, and King County

Summary Exhibit E – Settlement Agreement Regarding Shared Allocation and Database Costs

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,

STATE OF WASHINGTON

Plaintiffs,

Civil Action No. _____

v.

THE BOEING COMPANY, THE CITY OF
SEATTLE, KING COUNTY, et al.

Defendants.

CONSENT DECREE

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WHEREAS, the United States of America (“United States”), on behalf of the Administrator of the United States Environmental Protection Agency (“EPA”) and the Director of the Washington State Department of Ecology (“Ecology”), filed a Complaint in this matter under sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”) and the Washington State Model Toxics Control Act (“MTCA”), RCW 70A.305.030 and 70A.305.050.

WHEREAS, the United States and State of Washington (“State”) in their Complaint seek, *inter alia*: (1) reimbursement of costs incurred by EPA, the Department of Justice (“DOJ”), and Ecology for response actions at the Lower Duwamish Waterway (“LDW”) Superfund Site in Seattle, WA (“Site”), together with accrued interest; and (2) performance by the defendants of a response action at the Site consistent with the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300 (“NCP”) and the Washington Administrative Code (“WAC”) sections 173-340 and 173-204.

WHEREAS, in accordance with the NCP and section 121(f)(1)(F) of CERCLA, EPA notified the State on March 20, 2022, of negotiations with potentially responsible parties (“PRPs”) regarding the implementation of the remedial design and remedial action (“RD/RA”) for the Site, and EPA has provided the State with an opportunity to participate in such negotiations and to be a party to this Consent Decree (“Decree”).

WHEREAS, the State has joined with the United States in the Complaint against the Settling Defendants in this Court alleging that the Settling Defendants are liable to the State under section 107 of CERCLA, 42 U.S.C. § 9607, and RCW 70A.305.040.

WHEREAS, in accordance with section 122(j)(1) of CERCLA, EPA notified the National Oceanic and Atmospheric Administration, the United States Fish and Wildlife Service, the Washington State Department of Fish and Wildlife, the Washington State Department of Ecology, the Muckleshoot Indian Tribe, and the Suquamish Indian Tribe of the Port Madison

Reservation on May 20, 2021, of negotiations with PRPs regarding the release of hazardous substances that may have resulted in injury to the natural resources under federal trusteeship and encouraged the trustee(s) to participate in the negotiation of this Decree.

WHEREAS, the Settling Defendants that have entered into this Decree do not admit any liability to Plaintiffs arising out of the transactions or occurrences alleged in the Complaint, nor do they acknowledge that the release or threatened release of hazardous substance(s) at or from the Site constitutes an imminent and substantial endangerment to the public health or welfare or the environment. Settling Federal Agencies do not admit any liability arising out of the transactions or occurrences actually or potentially alleged in any counterclaim or crossclaim that was or could have been asserted by Settling Defendants or in any such claim by the State or any administrative action by EPA.

WHEREAS, in accordance with section 105 of CERCLA, 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.

WHEREAS, on December 20, 2000, the City of Seattle, King County, the Port of Seattle, 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 EPA and Ecology. The RI/FS AOC determined Respondents were each PRPs under Sections 104, 107, and 122 of CERCLA, 42 U.S.C. §§ 9604, 9607, and 9622.

WHEREAS, in response to a release or a substantial threat of a release of hazardous substances at or from the Site, The Boeing Company (“Boeing”), King County, the Port of Seattle, and the City of Seattle 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.

WHEREAS, in accordance with section 117 of CERCLA and 40 C.F.R § 300.430(f), EPA published notice of the completion of the Feasibility Study and of the proposed plan for remedial action in 2013, in a major local newspaper of general circulation. EPA provided an opportunity for written and oral comments from the public on the proposed plan for remedial action. A copy of the transcript of the public meeting and comments received are available to the public as part of the administrative record upon which the then Associate Director of the Office of Environmental Cleanup, EPA Region 10, based the selection of the response action.

WHEREAS, EPA selected a remedial action to be implemented at the Site, which is embodied in a final Record of Decision, executed on November 21, 2014, on which the State has given its concurrence. The Record of Decision includes a summary of responses to the public comments and a description of any significant changes to the proposed remedy. Notice of the final plan was published in accordance with section 117(b) of CERCLA.

WHEREAS, the RI/FS AOC has been amended five times. The First Amendment, effective March 19, 2013, provides for the performance of the Fisher Study for the LDW. The Second Amendment, effective July 17, 2014, provides for the performance of the Enhanced Natural Recovery (“ENR”)/Activated Carbon (“AC”) pilot study. The Third Amendment, effective April 27, 2016, provides for the performance of pre-remedial design studies. The Fourth Amendment, effective July 9, 2018, provides for the performance of remedial design (“RD”) of the LDW Upper Reach. The Fifth Amendment, effective July 8, 2021, provides for the performance of RD of the LDW Middle Reach. All of the outstanding work of the RI/FS AOC, as amended, is incorporated into and enforceable pursuant to this Consent Decree. The Sixth Amendment provides for the termination of the RI/FS AOC.

WHEREAS, authority is conferred upon the Washington State Attorney General by RCW 70A.305.040(4)(a) to agree to a settlement with any potentially liable person (“PLP”) if, after public notice and any required public meeting, Ecology finds the proposed settlement

would lead to a more expeditious cleanup of hazardous substances. RCW 70A.305.040(4)(b) requires that such a settlement be entered as a consent decree issued by a court of competent jurisdiction.

WHEREAS, Ecology has determined that a release or threatened release of hazardous substances has occurred at the Site that is the subject of this Decree.

WHEREAS, Ecology gave notice by letter, dated August 2, 2000, to each Settling Work Defendant of Ecology's determination that each Settling Defendant was a PLP under RCW 70.105D.040, after notice and opportunity for comment. Although the other Settling Defendants dispute that they are Potentially Liable Parties under MTCA, for the purposes of effectuating this settlement and without admitting liability or the factual basis for Ecology's allegations, all other Settling Defendants acknowledge that, absent this settlement, Ecology could have issued preliminary PLP notice letters to all other Settling Defendants.

WHEREAS, the Site includes locations of operating maritime and related businesses and the Parties recognize the importance of minimizing conflict between implementation of the remedy and existing and reasonably anticipated uses of the Site.

WHEREAS, based on the information currently available, EPA and the State have determined that the Work will be properly and promptly conducted by Settling Work Defendants if conducted in accordance with this Decree.

WHEREAS, on July 18, 2024, EPA issued a Unilateral Administrative Order ("UAO") to the Settling Work Defendants to implement remedial action at the Site before entry of the Consent Decree. As specified in the UAO, it will terminate upon the Effective Date of this Consent Decree.

WHEREAS, based on the non-participation of numerous defunct and/or non-viable potentially responsible parties, EPA has agreed to waive its unreimbursed Past Response Costs,

which total approximately \$6.2 million, and 50% of certain Future Response Cost bills up to a total of \$16.9 million.

WHEREAS, the State has agreed to waive its unreimbursed Past Response Costs.

WHEREAS, the Parties recognize, and the Court by entering this Decree finds, that this Decree has been negotiated by the Parties in good faith, that implementation of this Decree will expedite the cleanup of the Site and will avoid prolonged and complicated litigation between the Parties, and that this Decree is fair, reasonable, in the public interest, and consistent with CERCLA and MTCA.

NOW, THEREFORE, it is hereby **ORDERED** and **DECREED** as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. §§ 1331, 1367, and 1345, and sections 106, 107 and 113(b) of CERCLA, and personal jurisdiction over the Parties. Venue lies in this District under section 113(b) of CERCLA and 28 U.S.C. §§ 1391(b), and 1395(a), because the Site is located in this judicial district. This Court retains jurisdiction over the subject matter of this action and over the Parties for the purpose of resolving disputes arising under this Decree, entering orders modifying this Decree, or effectuating or enforcing compliance with this Decree. Settling Defendants may not challenge the terms of this Decree or this Court's jurisdiction to enter and enforce this Decree.

II. PARTIES BOUND

2. This Decree is binding upon the United States and the State and upon Settling Defendants and their successors. Unless the United States otherwise consents, (a) any change in ownership or corporate or other legal status of any Settling Defendant, including any transfer of assets, or (b) any Transfer of the Site or any portion thereof, does not alter any of Settling Defendants' obligations under this Decree. Settling Defendants' responsibilities under this Decree cannot be assigned except under a modification executed in accordance with ¶ 94.

3. In any action to enforce this Decree, Settling Defendants may not raise as a defense the failure of any of their officers, directors, employees, agents, contractors, subcontractors, or any person representing Settling Defendants to take any action necessary to comply with this Decree. Settling Defendants shall provide notice of this Decree to each person representing Settling Defendants with respect to the Site or the Work. Settling Work Defendants shall provide notice of this Decree to each contractor performing any Work and shall ensure that notice of the Decree is provided to each subcontractor performing any Work.

III. DEFINITIONS

4. Subject to the next sentence, terms used in this Decree that are defined in CERCLA or the regulations promulgated under CERCLA have the meanings assigned to them in CERCLA and the regulations promulgated under CERCLA. Whenever the terms set forth below are used in this Decree, the following definitions apply:

“Affiliated Contractor” shall mean any business entity that serves as (1) a subcontractor to any of the Settling Work Defendants on any of the Settling Work Defendant’s Federal Contracts, or (2) a prime contractor for Federal Contracts, under which a Settling Work Defendant serves as a subcontractor.

“CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675.

“Consent Decree” or “Decree” means this consent decree, all appendices attached hereto (listed in Section XIX), and all deliverables incorporated into the Decree under ¶ 10.5 of the SOW. If there is a conflict between a provision in Sections I through XXIV and a provision in any appendix or deliverable, the provision in Sections I through XXIV controls.

“Contaminants of Concern (COCs)” for purposes of this Decree are those identified in Section 13.2 of the Record of Decision.

“Day” or “day” means a calendar day. In computing any period under this Decree, the day of the event that triggers the period is not counted and, where the last day is not a working day, the period runs until the close of business of the next working day. “Working day” means any day other than a Saturday, Sunday, or federal or State holiday.

“Double Recovery” shall mean (1) any Third-Party Reimbursement of any of the response costs for response actions taken or to be taken at or in connection with the Site, as specified in the definition of “Matters Addressed” in ¶ 78 of this Consent Decree, reflected by the payment by the United States pursuant to this Consent Decree, and/or (2) any compensation of any kind provided by the United States to any or all of the Settling Work Defendants or Affiliated Contractors for any such response costs reflected by the payment by the United States pursuant to this Consent Decree, including, but not limited to, direct payments, Federal Contract payments or credits, and the compromise of any claims, causes of action, suits, or demands of any kind whatsoever in law or in equity for such response costs, whether asserted against the United States or other persons or entities.

“DOJ” means the United States Department of Justice.

“Earle M. Jorgensen ASAO for Implementation of a Removal Action” shall mean the November 5, 2012 Administrative Agreement and Order on Consent for Removal Action Implementation, In the Matter of Lower Duwamish Waterway Superfund Site Jorgensen Forge Early Action Area, CERCLA Docket Number 10-2013-0032, between EPA and the Settling Defendant Earle M. Jorgensen Company. “Effective Date” means the date upon which the Court’s approval of this Decree is recorded on its docket.

“EPA” means the United States Environmental Protection Agency.

“Ecology” means the State of Washington Department of Ecology and its successor, departments, agencies, or instrumentalities.

“Federal Contract” shall mean any prime contract, subcontract, or any other agreement transferring value between a Settling Work Defendant and a department, agency, or instrumentality of the United States, including, but not limited to, contracts for goods or services, grants, cooperative agreements, project partnership agreements, cost share agreements, or other agreements, regardless of whether the Settling Work Defendant is a prime contractor or subcontractor.

“Fund” means the Hazardous Substance Superfund established under section 9507 of the Internal Revenue Code, 26 U.S.C. § 9507.

“Harbor Island Superfund Site” is the NPL-listed Superfund Site downstream of the Lower Duwamish Waterway Superfund Site that has been divided into seven operable units including, among others, the West Waterway Sediments Operable Unit and East Waterway Sediments Operable Unit.

“Including” means “including but not limited to.”

“Institutional Controls” means proprietary controls (*i.e.*, easements or covenants running with the land that (i) limit land, water, or other resource use, provide access rights, or both and (ii) are created under common law or statutory law by an instrument that is recorded, or for which notice is recorded, in the appropriate land records office) and state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices that: (a) limit land, water, or other resource use to minimize the potential for human exposure to COCs at or in connection with the Site; (b) limit land, water, or other resource use to implement, ensure noninterference with, or ensure the protectiveness of the Remedial Action; (c) provide information intended to modify or guide human behavior at or in connection with the Site; or (d) any combination thereof.

“Interest” means interest at the rate specified for interest on investments of the Fund, as provided under section 107(a) of CERCLA, compounded annually on October 1 of each year.

The applicable rate of interest will be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. As of the date of lodging of this Decree, rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

“Jorgensen Forge Early Action Area” means the Jorgensen Forge Early Action Area (EAA) generally located within and on the eastern side of the Lower Duwamish Waterway Superfund Site between approximately 3.6 and 3.7 river miles south of Harbor Island; the Removal Action Boundary (RAB) for removal action work conducted in 2014 encompasses approximately 1.6 acres, from top of the bank (elev. approx. 19-20 ft MLLW) to and into the federal navigation channel of the Lower Duwamish Waterway, as generally depicted on the maps attached as Appendix C.

“Matters Addressed” are those matters as defined and/or prescribed in ¶ 78.

“MTCA” means 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.

“National Contingency Plan” or “NCP” means the National Oil and Hazardous Substances Pollution Contingency Plan promulgated under section 105 of CERCLA, codified at 40 C.F.R. Part 300, and any amendments thereto.

“Owner Settling Party” means the General Services Administration and each of the Parties listed in Appendix D that own or control all or a portion of the Site, any Party other than the United States that subsequently is determined to own or control a portion of the Site, and any department, agency, or instrumentality of the United States that subsequently has landholding authority on behalf of the United States and is determined to have jurisdiction, custody, and control of a portion of the Site.

“Paragraph” or “¶” means a portion of this Decree identified by an Arabic numeral or an upper- or lower-case letter.

“Parties” means the United States, the State, and Settling Defendants.

“Performance Standards” means the cleanup levels and other measures of achievement of the remedial action objectives, as set forth in the ROD.

“Plaintiffs” means the United States and the State.

“Potentially Liable Person” means any person whom Ecology finds, based on credible evidence, to be liable under RCW 70A.305.040.

“RCRA” means the Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992k, (also known as the Resource Conservation and Recovery Act).

“Record of Decision” or “ROD” means the EPA decision document that memorializes the selection of the remedial action relating to the Site, and was signed on November 21, 2014, by the Associate Director of the Office of Environmental Cleanup, EPA Region 10, and all attachments thereto and as modified by an Explanation of Significant Differences signed on September 30, 2021, by the Administrator of the EPA, and all attachments thereto. The Record of Decision is attached as Appendix A.

“Remedial Action” means the remedial action selected in the Record of Decision.

“Remedial Design” means those activities to be undertaken by Settling Work Defendants to develop plans and specifications for implementing the Remedial Action as set forth in the SOW.

“Remedial Action Levels” means those levels described in Table 28 of the Record of Decision.

“Seafood Consumption Institutional Controls” means the response actions required in Section 13.2.4 of the ROD and Sections 1.3 and 5 of the Statement of Work to reduce human health risks from exposure to COCs in resident fish and shellfish by providing information about how much and what types of fish and shellfish are safe to consume, in the form of fish advisories, education, and culturally appropriate and effective outreach programs.

“Seafood Consumption Institutional Controls Program” means the program, organization, or arrangement by which the Seafood Consumption Institutional Controls are developed, tested, and documented in an Institutional Control Implementation and Assurances Plan, implemented, as updated and modified by EPA, and through which periodic surveys are performed to update seafood catch and/or consumption information. The 2019 Institutional Control Implementation and Assurances Plan for Seafood Consumption (“Seafood Consumption ICIAP”) was developed by Public Health – Seattle & King County and approved by EPA. Public Health – Seattle & King County, through a cooperative agreement funded by EPA, currently implements the Seafood Consumption Institutional Controls Program.

“Scope of the Remedy” means the scope of the remedy set forth in ¶ 1.3 of the SOW attached as Appendix B.

“Section” means a portion of this Decree identified by a Roman numeral.

“Settling Defendants” means the parties identified in Appendix D, and includes the Settling Cash-Out Defendants, Settling Funding Defendant, and Settling Work Defendants. As used in this Decree, this definition means all settling defendants, collectively, and each settling defendant, individually.

“Settling Cash-Out Defendants” shall mean those entities listed in Appendix D.

“Settling Funding Defendant” shall mean Continental Holdings, Inc.

“Settling Work Defendants” shall mean those entities listed in Appendix D.

“Settling Work Defendants’ Future Response Costs” shall mean those necessary response costs consistent with the NCP that Settling Work Defendants incur after the Effective Date in implementing this Consent Decree, including, but not be limited to, the costs incurred by Settling Work Defendants pursuant to Section V (Performance of the Work), Section VI (Property Requirements), Section VII (Financial Assurance), and ¶¶ 34 and 35 of Section IX (Payment of Response Costs). Settling Work Defendants’ Future Response Costs do not include costs

incurred by Settling Work Defendants for actions that are not required by this Consent Decree, including, but not limited to, costs incurred for any response actions required under a material modification of this Decree in accordance with ¶ 11.e, and costs incurred to identify or control upland sources of contamination to the Site, to comply with NPDES permits, and to treat stormwater to remove contaminants.

“Settling Work Defendants’ Past Response Costs” shall mean response costs at or in connection with the Site consistent with the NCP incurred by Settling Work Defendants to implement the RI/FS Administrative Order, and to implement the Work prior to the Effective Date of this Consent Decree, including but not limited to work performed to implement the UAO, and do not include costs incurred to identify or control upland sources of contamination to the Site, to comply with NPDES permits, and to treat stormwater to remove contaminants.

“Settling Federal Agencies” means the Department of Defense (i.e., the United States Department of Defense as described in 10 U.S.C. § 111, and its predecessor and successor departments, agencies, or instrumentalities), and the General Services Administration, the Department of Health, Education and Welfare, the Department of Interior, the National Youth Administration, the Public Housing Administration, the Federal Aviation Administration, the Bureau of Indian Affairs, the Veterans Administration, the War Assets Administration, the United States Coast Guard, the Civil Aeronautics Administration, the Works Progress Administration, the Emergency Fleet Corporation, the United States Shipping Board, the Maritime Commission, the Defense Plant Corporation, the Civilian Production Administration, the War Production Board, and the Reconstruction Finance Corporation, including all of those agencies’ predecessor and successor departments, agencies, or instrumentalities.

“Site,” for the purposes of this Consent Decree only, means the portion of the Lower Duwamish 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 Lower Duwamish 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), groundwater, or locations above MHHW. The Site is generally depicted on the map attached as Appendix C.

“Special Account” means the special account, within the Fund, established for the Site by EPA under section 122(b)(3) of CERCLA.

“State” means the State of Washington and all of its agencies, including, but not limited to Ecology, but excluding the Washington State Department of Transportation.

“Statement of Work” or “SOW” means the document attached as Appendix B, which describes the activities Settling Work Defendants must perform to implement and maintain the effectiveness of the Remedial Action.

“State Future Response Costs” means all costs (including costs of direct activities and support costs of direct activities as defined in WAC 173-340-550(2)) that the State will incur for work performed by the State and its contractors for the Site under RCW 70A.305 subsequent to the Effective Date that are consistent with WAC 173-340-550(2). State Future Response Costs also includes all interest charges accrued for the State’s unreimbursed costs, if any, not paid within ninety (90) days of receipt of Ecology’s itemized statement of costs at the rate of twelve percent (12%) per annum, compounded monthly, pursuant to WAC 173-340-550(4).

“State Past Response Costs” means all costs (including costs of direct activities and support costs of direct activities as defined in WAC 173-340-550(2)) that the State has incurred at or in connection with the Site prior to the Effective Date.

“Third-Party Reimbursement” shall mean any payment of, or consideration for, response costs for response actions taken or to be taken at or in connection with the Site, as specified in the definition of “Matters Addressed” in ¶ 78 of this Consent Decree, that a Settling Work

Defendant or an Affiliated Contractor receives from any person or entity other than the United States, including, but not limited to, direct payments, insurance or contract recoveries, the discharge of any debt or obligation, or the satisfaction of any claims, causes of action, suits, or demands of any kind whatsoever in law or in equity.

“Transfer” means to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

“United States” means the United States of America and each department, agency, and instrumentality of the United States, including EPA and the Settling Federal Agencies.

“United States Future Response Costs” means all costs (including direct, indirect, payroll, contractor, travel, and laboratory costs) that the United States: (a) pays between September 30, 2022 and the Effective Date; and (b) pays after the Effective Date, in implementing, overseeing, or enforcing this Decree including: (i) in developing, reviewing, and approving deliverables generated under this Decree; (ii) in overseeing Settling Defendants’ performance of the Consent Decree and Work; (iii) in assisting or taking action to obtain access or use restrictions under ¶ 15; (iv) in securing, implementing, monitoring, maintaining, or enforcing Institutional Controls, including any compensation paid; (v) in taking action under ¶ 28 (Access to Financial Assurance); (vi) in taking response action described in ¶ 74 because of Settling Work Defendants’ failure to take emergency action under ¶ 7.6 of the SOW; (vii) in implementing a Work Takeover under ¶ 14; (viii) in implementing community involvement activities including the cost of any technical assistance grant provided under section 117(e) of CERCLA; (ix) in enforcing this Decree, including all costs paid under Section XII (Dispute Resolution) and all litigation costs; and (x) in conducting periodic reviews in accordance with section 121(c) of CERCLA.

“United States Past Response Costs” means all costs (including direct, indirect, payroll, contractor, travel, and laboratory costs) that the United States paid in connection with the Site through September 30, 2022, plus all interest on such costs accrued under section 107(a) of CERCLA through such date.

“Use Restriction Agreement” means a proprietary control in a form compliant with the Washington Uniform Environmental Covenants Act, Chapter 64.70 RCW.

“Waste Material” means (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 the Washington State Model Toxics Control Act, RCW 70A.305.

“Work” means all obligations of Settling Work Defendants under Sections V (Performance of the Work) through VIII (Indemnification and Insurance).

“Work Takeover” means EPA’s assumption of the performance of any of the Work in accordance with ¶ 14.

IV. OBJECTIVES

5. The objectives of the Parties in entering into this Decree are to protect public health, welfare, and the environment through the design, implementation, and maintenance of a response action at the Site by Settling Defendants, to pay response costs of Plaintiffs, and to resolve and settle the claims of Plaintiffs against Settling Defendants and the claims of the State and Settling Defendants that were or could have been asserted against the United States and/or State with regard to the Site as provided in this Decree.

V. PERFORMANCE OF THE WORK

6. This Decree shall supersede the Fourth and Fifth Amendments to the RI/FS AOC as of the Effective Date for the purpose of governing the completion of response actions required by the RI/FS AOC. As directed in the SOW, Settling Work Defendants shall complete remaining

response actions required by the RI/FS AOC in accordance with the requirements for work performance set forth in the Fourth and Fifth Amendments to the AOC, which are incorporated herein by reference and made integral and enforceable parts of this Decree for this purpose, and according to the schedule for remaining deliverables contained in the SOW Section 4.1. This Decree supersedes the UAO.

7. Settling Work Defendants shall finance, develop, implement, operate, maintain, and monitor the effectiveness of the Remedial Action all in accordance with the SOW, any modified SOW and all EPA-approved, conditionally approved, or modified deliverables as required by the SOW or modified SOW. Each Settling Cash-Out Defendant and Settling Funding Defendant shall satisfy its requirements under Section VI (Property Requirements), ¶ 36 (Payments by Settling Cash-Out Defendants), ¶ 37 (Payments by Settling Funding Defendant), and Section XVII (Records). Settling Federal Agencies shall satisfy their requirements under Section VI (Property Requirements) and ¶ 38 (Payments by Settling Federal Agencies).

8. Nothing in this Decree and no EPA approval of any deliverable required under this Decree constitutes a warranty or representation by EPA or the State that completion of the Work will achieve the Performance Standards.

9. Settling Work Defendants' and Settling Funding Defendant's obligations to finance the Work and to pay amounts due under this Decree are joint and several. In the event of the insolvency of any Settling Work Defendant or Settling Funding Defendant or the failure by any Settling Work Defendant or Settling Funding Defendant to fulfill its payment obligations, the remaining Settling Work Defendants and Settling Funding Defendant shall make the payments.

10. Settling Work Defendants' obligations to perform the Work are joint and several. In the event of the insolvency of any Settling Work Defendant or the failure by any Settling

Work Defendant to participate in the implementation of the Decree, the remaining Settling Work Defendants shall complete the Work.

11. Modifications to the Remedial Action and Further Response Actions

a. Nothing in this Decree limits EPA's authority to modify the Remedial Action or to select further response actions for the Site in accordance with the requirements of CERCLA and the NCP. Nothing in this Decree limits Settling Defendants' rights, under sections 113(k)(2) or 117 of CERCLA, to comment on any modified or further response actions proposed by EPA.

b. If EPA modifies the Remedial Action in order to achieve or maintain the Performance Standards, or both, or to carry out and maintain the effectiveness of the Remedial Action, and such modification is consistent with the Scope of the Remedy, then, upon receipt of notice from EPA and subject to the right to initiate dispute resolution under Section XII within 30 days, Settling Work Defendants shall implement the modification as provided in ¶ 11.d.

c. If EPA selects a further response action for the Site because a reopener condition in ¶ 71 is satisfied, then, upon receipt of notice from EPA and subject to the right to initiate dispute resolution under Section XII within 30 days, Settling Work Defendants shall implement the further response action as provided in ¶ 11.d.

d. Settling Work Defendants shall modify the SOW, or related work plans, or both in accordance with the Remedial Action modification, further response action, or the final resolution of the dispute, whichever applies. The Remedial Action modification or further response action, the approved modified SOW, and any related work plans will be deemed to be incorporated into and enforceable under this Decree.

e. Notwithstanding any other provision in this ¶ 11, any modification to implement an amendment to the Record of Decision that “fundamentally alters the basic features” of the Remedial Action within the meaning of 40 C.F.R. § 300.435(c)(2)(ii) shall be considered a material modification under, and may only be implemented in accordance with, ¶ 94.

12. **Compliance with Applicable Law.** Nothing in this Decree affects Settling Defendants’ obligations to comply with all applicable federal and state laws and regulations. Settling Defendants must also comply with all applicable or relevant and appropriate requirements of all federal and state environmental laws as set forth in the Record of Decision and the SOW. The activities conducted in accordance with this Decree, if approved by EPA, will be deemed to be consistent with the NCP as provided under section 300.700(c)(3)(ii).

13. **Coordination with Owner Settling Parties.** Settling Work Defendants shall notify the Owner Settling Parties of the availability of the draft Phase 2 Data Evaluation Report for the Middle and Lower Reaches and shall provide a briefing to inform them of areas subject to active remediation in the Middle Reach and Lower Reach, with a focus on areas to be capped. EPA will consider information the Settling Work Defendants and the Owner Settling Parties provide to EPA within 30 days of a Phase 2 Data Evaluation Report briefing to evaluate and determine whether water-dependent operations warrant a change from capping to dredging to allow for fewer navigational and/or shipping restrictions on the use of a particular area. Settling Work Defendants shall also provide Owner Settling Parties briefing focused on changes to capped areas when the draft 60% remedial design submittal is provided to EPA, and the Owner Settling Parties may submit comments on that submittal to EPA. Nothing in this Paragraph or this Consent Decree shall provide any Owner Settling Party with a basis to dispute an EPA decision related to implementation of the Work required by this Consent Decree.

14. Work Takeover

a. If EPA determines that Settling Work Defendants (i) have ceased to perform any of the Work required under this Section; (ii) are seriously or repeatedly deficient or late in performing the Work required under this Section; or (iii) are performing the Work required under this Section in a manner that may cause an endangerment to human health or the environment, EPA may issue a notice of Work Takeover to Settling Work Defendants, including a description of the grounds for the notice and a period of time (“Remedy Period”) within which Settling Work Defendants must remedy the circumstances giving rise to the notice. The Remedy Period will be 30 days or longer as prescribed by EPA, in its unreviewable discretion, to account for the circumstances and the time reasonably needed to implement a remedy, and unless EPA determines in its unreviewable discretion that there may be an endangerment, in which case the Remedy Period will be 15 days.

b. If, by the end of the Remedy Period, Settling Work Defendants do not remedy to EPA’s satisfaction the circumstances giving rise to the notice of Work Takeover, EPA may notify Settling Work Defendants and, as it deems necessary, commence a Work Takeover.

c. EPA may conduct the Work Takeover during the pendency of any dispute under Section XII (Dispute Resolution) but shall terminate the Work Takeover if and when: (i) Settling Work Defendants remedy, to EPA’s satisfaction, the circumstances giving rise to the notice of Work Takeover; or (ii) upon the issuance of a final determination under Section XII (Dispute Resolution) that EPA is required to terminate the Work Takeover.

VI. PROPERTY REQUIREMENTS

15. Access Agreements and Use Restriction Agreements

a. As used in this Section, “Affected Property” means any real property, or portion thereof, within the Site where EPA determines, at any time, that any of the following are needed to implement, assure noninterference with, or assure protectiveness of the Remedial Action: access; Institutional Controls for capped areas; land, water, or other resource use restrictions; or any combination thereof.

b. **Access Agreements.** Settling Work Defendants shall use best efforts to secure from the owner(s) of Affected Property and the owner(s) of suitable areas in very close proximity to the contamination to which access is necessary for implementation of response actions required by this Decree, an agreement, enforceable by Settling Work Defendants and by Plaintiffs, requiring such owner(s) to provide Plaintiffs and Settling Work Defendants, and their respective representatives, contractors, and subcontractors with access to such owners’ property in order to conduct any activity at the Site required by the Decree (“Access Agreement”). To the extent practicable while implementing the Work according to the schedule approved by EPA, Access Agreements shall limit access by Settling Work Defendants to reasonable times and require Settling Work Defendants to avoid interference with business operations. Access Agreements also shall provide, unless otherwise agreed by EPA, EPA and Ecology access for the following activities:

- (1) implementing the Work and overseeing compliance with the Decree;
- (2) conducting investigations of contamination at or near the Site;
- (3) assessing the need for, planning, or implementing additional response actions at or near the Site;
- (4) determining whether the Site is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted under the Decree; and

- (5) implementing, monitoring, maintaining, reporting on, and enforcing any land, water, or other resource use restrictions and Institutional Controls for capped areas.

c. **Use Restriction Agreements.** When EPA determines that it is necessary to restrict certain property uses (for example, anchoring, spudding, or certain vessel operations) in order to avoid interference with implementation or maintenance of the Remedial Action or to prevent disturbance or damage to a capped area, Settling Work Defendants shall use best efforts to secure from the owner of the Affected Property a Use Restriction Agreement, pursuant to which the owner commits to refrain from using its property in such a manner. All Use Restriction Agreements shall be recorded by the owner of the Affected Property subject to such restriction.

d. Settling Work Defendants shall provide EPA and the State a copy of each Access Agreement and Use Restriction Agreement required under this ¶ 15. If Settling Work Defendants cannot obtain an Access Agreement or Use Restriction Agreement that meets the requirements of this ¶ 15 through best efforts in a timely manner, they shall notify EPA, and include a description of the steps taken to achieve the requirements. EPA may assist Settling Work Defendants, or take independent action, to obtain an Access Agreement or Use Restriction Agreement that incorporates the provisions listed herein.

e. As used in this Section, “best efforts” means the efforts that a reasonable person in the position of Settling Work Defendants would use to achieve the goal in a timely manner, including employing professional assistance or paying reasonable sums of money to secure Access Agreements or Use Restriction Agreements.

16. **Affirmative Obligation for Access by Owner Settling Parties.** The Owner Settling Parties shall provide Plaintiffs and the Settling Work Defendants, and their representatives, contractors, and subcontractors with access to their Affected Property(ies) and suitable areas in very close proximity to the contamination to which access is necessary for implementation of response actions required by this Decree according to the provisions in ¶ 15.b.

17. **Affirmative Obligation for Use Restrictions by Owner Settling Parties.** The Owner Settling Parties shall refrain from using their Affected Property(ies) within the Site in any manner that EPA determines will pose an unacceptable risk to human health or to the environment because of exposure to COCs, or will interfere with or adversely affect the implementation, integrity, or protectiveness of the Remedial Action, including through recording Use Restriction Agreement(s) as provided pursuant to ¶ 15.c. If an Owner Settling Party would like to conduct an activity at its Affected Property that could disturb a capped area, the Owner Settling Party shall, in addition to obtaining all applicable federal, state, or local permits or approvals, provide EPA with a proposal, for EPA review and approval, pursuant to Section XVIII (Notices and Submissions) of this Decree that describes how the activity will be conducted, including how releases of COCs will be controlled during the activity and how the capped area will be restored after the activity is completed.

18. If EPA determines in a decision document prepared in accordance with the NCP that Institutional Controls (in the form of state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices) for capped areas are appropriate for any Affected Property, Settling Work Defendants shall cooperate with EPA's efforts to secure and ensure compliance with such Institutional Controls.

19. **Notice to Successors-in-Title.**

a. Each Owner Settling Party, except lessees and the General Services Administration and any other department, agency or instrumentality of the

United States that becomes an Owner Settling Party, shall, within 30 days after the Effective Date, submit for EPA approval a notice to be recorded regarding its property(ies) at the Site in the appropriate land records. This requirement to provide notice within 30 days of the Effective Date does not apply to properties that are not known to be an Affected Property on the Effective Date. For properties identified after the Effective Date to be an Affected Property, such notice by Owner Settling Party shall be submitted to EPA within 30 days after that identification. The notice must: (1) include a proper legal description of the property(ies); (2) provide notice to all successors-in-title: (i) that the property is part of, or affected by, the Site; (ii) that EPA has selected a remedy for the Site; and (iii) that potentially responsible parties have entered into a Decree requiring implementation of such remedy; and (3) identify the U.S. District Court in which the Decree was filed, the name and civil action number of this case, and the Effective Date of the Decree. Owner Settling Parties shall record the notice within 10 days after EPA's approval of the notice and submit to EPA a copy of the recorded notice, which includes an acknowledgement that it has been recorded by the appropriate land records office, within 14 days of recording.

b. Any Owner Settling Party, except the General Services Administration and any other department, agency or instrumentality of the United States that becomes an Owner Settling Party, shall, prior to entering into a contract to Transfer any interest in its property that is part of the Site, or 60 days prior to a Transfer of such property(ies), whichever is earlier:

- (1) Notify the proposed transferee that EPA has selected a remedy regarding the Site, that potentially responsible parties have entered into a Consent Decree requiring implementation of such remedy, and that the United

States District Court has entered the Decree (identifying the name and civil action number of this case and the date the Court entered the Decree);

- (2) Notify EPA and the State of the name and address of the transferee and provide EPA and the State with a copy of the notice that it provided to the transferee; and
- (3) Provide a copy of this Decree to any prospective purchaser, lessee, transferee, assignee, or other successor in said interest, notify all transferee(s) of the restrictions on the activities and uses of the property under this Decree, and incorporate any such access authorizations and use restrictions into the transfer documents.

20. **Settling Federal Agencies Acknowledgement.** The United States acknowledges that each department, agency, or instrumentality of the United States is subject to section 120(h) of CERCLA, as applicable, and use restrictions may be required for any property within the Site transferred to a non-federal entity in accordance with section 120(h)(3)(C)(II). In addition, the General Services Administration will provide notice to EPA 60 days prior to any transfer of custody and accountability to another federal agency and the transfer documents will include a notice of EPA's selected remedy and the restrictions on the activities and use of the property at the Site.

21. Notwithstanding any provision of the Decree, EPA and the State retain all of their access authorities and rights, as well as all of their rights to require land, water, or other resource use restrictions and Institutional Controls, including related enforcement authorities, under CERCLA, RCRA, and any other applicable statute or regulations.

VII. FINANCIAL ASSURANCE

22. To ensure completion of the Work required under Section V, Settling Work Defendants shall secure financial assurance, initially in the amount of \$667,842,290 ("Estimated

Cost of the Work”) for the benefit of EPA. The financial assurance must: (i) be one or more of the mechanisms listed below, in a form substantially identical to the relevant sample documents available from EPA; and (ii) be satisfactory to EPA. As of the date of lodging of this Decree, the sample documents can be found under the “Financial Assurance - Settlements” category on the Cleanup Enforcement Model Language and Sample Documents Database at <https://cfpub.epa.gov/compliance/models/>. Settling Work Defendants may use multiple mechanisms if they are limited to surety bonds guaranteeing payment, letters of credit, trust funds, insurance policies, or some combination thereof, or as otherwise provided below. The following are acceptable mechanisms:

- a. a surety bond guaranteeing payment, performance of the Work, or both, that is issued by a surety company among those listed as acceptable sureties on federal bonds as set forth in Circular 570 of the U.S. Department of the Treasury;
- b. an irrevocable letter of credit, payable to EPA or at the direction of EPA, that is issued by an entity that has the authority to issue letters of credit and whose letter-of-credit operations are regulated and examined by a federal or state agency;
- c. a trust fund established for the benefit of EPA that is administered by a trustee that has the authority to act as a trustee and whose trust operations are regulated and examined by a federal or state agency;
- d. a policy of insurance that provides EPA with acceptable rights as a beneficiary thereof and that is issued by an insurance carrier that has the authority to issue insurance policies in the applicable jurisdiction(s) and whose insurance operations are regulated and examined by a federal or state agency;
- e. a demonstration by one or more Settling Work Defendants that they meet the relevant test criteria of ¶ 23, accompanied by a standby funding

commitment that requires the affected Settling Work Defendants to pay funds to or at the direction of EPA, up to the amount financially assured through the use of this demonstration in the event of a Work Takeover;

f. a guarantee to fund or perform the Work executed in favor of EPA by a company: (1) that is a direct or indirect parent company of a Settling Defendant or has a “substantial business relationship” (as defined in 40 C.F.R. § 264.141(h)) with a Settling Work Defendant; and (2) demonstrates to EPA’s satisfaction that it meets the financial test criteria of ¶ 23; or

g. a demonstration by one or more local government Settling Work Defendant(s) that it meets the relevant test criteria of ¶ 25.

23. Settling Work Defendants seeking to provide financial assurance by means of a demonstration or guarantee under ¶ 22.e or ¶ 22.f must, within 45 days after the Effective Date:

a. demonstrate that:

(1) the affected Settling Work Defendant or guarantor has:

- i. two of the following three ratios: a ratio of total liabilities to net worth less than 2.0; a ratio of the sum of net income plus depreciation, depletion, and amortization to total liabilities greater than 0.1; and a ratio of current assets to current liabilities greater than 1.5; and
- ii. net working capital and tangible net worth each at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and
- iii. tangible net worth of at least \$10 million; and

- iv. assets located in the United States amounting to at least 90 percent of total assets or at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; or
- (2) the affected Settling Work Defendant or guarantor has:
- i. a current rating for its senior unsecured debt of AAA, AA, A, or BBB as issued by Standard and Poor's or Aaa, Aa, A or Baa as issued by Moody's; and
 - ii. tangible net worth at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and
 - iii. tangible net worth of at least \$10 million; and
 - iv. assets located in the United States amounting to at least 90 percent of total assets or at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee.
- b. submit to EPA for the affected Settling Work Defendant or guarantor: (1) a copy of an independent certified public accountant's report of the entity's financial statements for the latest completed fiscal year, which must not express an adverse opinion or disclaimer of opinion; and (2) a letter from its chief financial or operating officer and a report from an independent certified public accountant substantially identical to the sample letter and reports available from

EPA. As of the date of lodging of this Decree, a sample letter and report are available under the “Financial Assurance - Settlements” subject list category on the Cleanup Enforcement Model Language and Sample Documents Database at <https://cfpub.epa.gov/compliance/models/>.

24. Settling Work Defendants providing financial assurance by means of a demonstration or guarantee under ¶ 22.e or ¶ 22.f must also:
- a. annually resubmit the documents described in ¶ 23.b within 90 days after the close of the affected Settling Work Defendant’s or guarantor’s fiscal year;
 - b. notify EPA within 30 days after the affected Settling Work Defendant or guarantor determines that it no longer satisfies the relevant financial test criteria and requirements set forth in this Section; and
 - c. provide to EPA, within 30 days of EPA’s request, reports of the financial condition of the affected Settling Work Defendant or guarantor in addition to those specified in ¶ 23.b; EPA may make such a request at any time based on a belief that the affected Settling Work Defendant or guarantor may no longer meet the financial test requirements of this Section.
25. A local government Settling Work Defendant seeking to provide financial assurance by means of a demonstration under ¶ 22.g must, within 45 days after the Effective Date:
- a. demonstrate that:
 - (1) the local government Settling Work Defendant providing the demonstration is a local government unit (for example a United States city or county).

- (2) if the local government Settling Work Defendant providing the demonstration has outstanding, rated, general obligation bonds that are not secured by insurance, a letter of credit, or other collateral or guarantee, it must have a current rating of Aaa, Aa, A, or Baa, as issued by Moody's, or AAA, AA, A, or BBB, as issued by Standard and Poor's on all such bonds; or
- (3) each of the following financial ratios based on that local government Settling Work Defendant's most recent audited annual financial statement: a ratio of cash plus marketable securities to total expenditures greater than or equal to 0.05; and a ratio of annual debt service to total expenditures less than or equal to 0.20.

b. The local government Settling Work Defendant providing the demonstration must prepare its financial statements in conformity with Generally Accepted Accounting Principles for governments and have its financial statements audited by an independent certified public accountant (or the Washington State Auditor).

c. The local government Settling Work Defendant providing the demonstration must not (1) be currently in default on any outstanding general obligation bonds; (2) must not have any outstanding general obligation bonds rated lower than Baa as issued by Moody's or BBB as issued by Standard and Poor's; (3) must not have operated at a deficit equal to five percent or more of total annual revenue in each of the past two fiscal years; and (4) must not have received an adverse opinion, disclaimer of opinion, or other qualified opinion from the independent certified public accountant (or the Washington State Auditor) auditing its financial statement as required under ¶ 25.b (except for qualifications that are

immaterial or deemed insufficient to warrant disallowance of use of the test by the EPA).

d. The following terms used in this section are defined as follows:

(1) Deficit equals total annual revenues, minus total annual expenditures, measured on a government-wide basis; (2) Total annual revenues includes all revenues recognized in a fiscal year under applicable accounting principles, from all taxes, fees, charges, and other sources of income, including all utility gross revenues, plus any reserves or fund balance applied or used in that year, but does not include the proceeds from borrowing for capital purposes or revenues realized from asset sales; (3) Total annual expenditures includes all expenditures made during a fiscal year, excluding capital outlays and excluding funds applied to debt repayment and costs of debt issuance; (4) Cash plus marketable securities is all the cash plus marketable securities held by the local government Settling Work Defendant on the last day of a fiscal year, excluding cash and marketable securities designated to satisfy past obligations such as pensions or held by a trustee on behalf of the local government Settling Work Defendant; and (5) Debt service is the amount of principal and interest due on a debt obligation in a given time period, typically the current year.

e. The local government Settling Work Defendant providing the demonstration must place a reference to the estimated cost of the Work assured through the financial test into its next annual comprehensive financial report (“ACFR”) after the Effective Date.

f. The amount that can be financially assured by this financial test mechanism by a local government Settling Work Defendant is determined as follows:

- (1) If the local government Settling Work Defendant does not assure other environmental obligations through a financial test, the estimated cost of the Work may equal up to 43 percent of the local government Settling Work Defendant's total annual revenue.
- (2) If the local government Settling Work Defendant assures any other environmental obligations through a financial test, it must add those costs to the estimated cost of the Work it seeks to assure under this Paragraph. The total that may be assured must not exceed 43 percent of the local government Settling Work Defendant's total annual revenue.

g. A local government Settling Work Defendant providing the demonstration under this section must provide the following documents within 45 days of the Effective Date. These documents must also be resubmitted annually, within 270 days following the close of the local government Settling Work Defendant's fiscal year, until the financial assurance requirements are released, or an alternative instrument is accepted by EPA.

- (1) A letter signed by the local government Settling Work Defendant's Director of Finance or other official serving as chief financial or operating officer that: lists all the current cost estimates covered by a financial test, as described in ¶ 25.f of this section; provides evidence and certifies that the local government Settling Work Defendant meets the conditions of ¶ 25.a(1) and either ¶ 25.a(2) or ¶ 25.a(3) of this ¶ 25; and certifies that the local government Settling Work Defendant is in compliance with all conditions of this section;
- (2) The local government Settling Work Defendant's independently audited year-end financial statements for the latest fiscal year, including the

unqualified opinion of the auditor who must be an independent, certified public accountant or an appropriate State agency that conducts equivalent comprehensive audits;

- (3) A report to the local government Settling Work Defendant from the local government Settling Work Defendant's independent certified public accountant ("CPA") or the appropriate State agency based on performing an agreed upon procedures engagement relative to the financial ratios required by ¶ 25.a(3), if applicable, and the requirements of ¶ 25.f(1) or f(2). The CPA or State agency's report should state the procedures performed and the CPA or State agency's findings. If the financial ratios under ¶ 25.a(3) are not applicable, then the foregoing requirement may be satisfied by a certificate provided by the local government Settling Work Defendant's Chief Financial or Operating Officer, in reliance upon audited financial statements, attesting that the requirements of ¶ 25.f(1) or 25.f(2), as applicable, have been satisfied; and
- (4) A copy of the annual comprehensive financial report used to comply with ¶ 25.e of this section or certification that the requirements of General Accounting Standards Board Statement 18 have been met.

26. Settling Work Defendants shall select and present to EPA for its approval a draft of the form of Settling Defendants' financial assurance at any time prior to, but not later than, 14 days after the Effective Date. Settling Work Defendants shall, within the later of 45 days after EPA approval of the form of the financial assurance or 14 days after the Effective Date, secure all executed or otherwise finalized mechanisms or other documents consistent with the EPA-approved form of financial assurance and shall submit such mechanisms and documents to the Regional Financial Management Officer, DOJ, EPA, and the State in accordance with ¶ 92.

27. Settling Work Defendants shall diligently monitor the adequacy of the financial assurance. If any Settling Work Defendant becomes aware of any information indicating that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, such Settling Work Defendant shall notify EPA of such information within 10 days. If EPA determines that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, EPA will notify the affected Settling Work Defendant of such determination. Settling Work Defendants shall, within 30 days after notifying EPA or receiving notice from EPA under this Paragraph, secure and submit to EPA for approval a proposal for a revised or alternative financial assurance mechanism that satisfies the requirements of this Section. EPA may extend this deadline for such time as is reasonably necessary for the affected Settling Work Defendant, in the exercise of due diligence, to secure and submit to EPA a proposal for a revised or alternative financial assurance mechanism, not to exceed 60 days. Settling Work Defendants shall follow the procedures of ¶ 29 in seeking approval of, and submitting documentation for, the revised or alternative financial assurance mechanism. Settling Work Defendants' inability to secure financial assurance in accordance with this Section does not excuse performance of any other requirement of this Decree.

28. Access to Financial Assurance

a. If EPA issues a notice of a Work Takeover under ¶ 14.b, then, in accordance with any applicable financial assurance mechanism including the related standby funding commitment(s), EPA may require that any funds guaranteed be paid in accordance with ¶ 28.d.

b. If EPA is notified that the issuer of a financial assurance mechanism intends to cancel the mechanism, and the affected Settling Work Defendant fails to provide an alternative financial assurance mechanism in

accordance with this Section at least 90 days prior to the cancellation date, the funds guaranteed under such mechanism must be paid prior to cancellation in accordance with ¶ 28.d.

c. If, upon issuance of a notice of a Work Takeover under ¶ 14.b, either: (1) EPA is unable for any reason to promptly secure the resources guaranteed under any applicable financial assurance mechanism, whether in cash or in kind, to continue and complete the Work; or (2) the financial assurance is a demonstration or guarantee under ¶ 22.e, 22.f, or 22.g, then EPA is entitled to demand an amount, as determined by EPA, sufficient to cover the cost of the Work to be taken over. Settling Work Defendants' obligation to pay the demanded amount is joint and several, however, EPA will accept payment by each of the Settling Work Defendants of its own share of such costs as well as its proportion of shares of such costs for which other parties are responsible to reimburse Settling Work Defendants, the total of which will be 100% of the demanded costs. Payments shall be made within 30 days of the demand except for amounts exceeding the current budget authority of the responsible departments for the City of Seattle and King County. For amounts exceeding current budget authority, the City of Seattle and King County shall immediately initiate the steps necessary to obtain sufficient budget authority. Payment of the remaining amounts shall be made no later than 30 days after the necessary budget authority has been enacted and in any event within 120 days of the demand unless an alternative payment schedule is approved by EPA.

d. Any amounts required to be paid under this ¶ 28 must be, as directed by EPA: (i) paid to EPA in order to facilitate the completion of the Work by EPA or by another person; or (ii) deposited into an interest-bearing account, established at a duly chartered bank or trust company that is insured by the FDIC, in

order to facilitate the completion of the Work by another person. If payment is made to EPA, EPA may deposit the payment into the Fund or into the Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the Fund.

29. **Modification of Amount, Form, or Terms of Financial Assurance.** Beginning after the first anniversary of the Effective Date, and no more than once per calendar year, Settling Work Defendants may submit a request to change the form, terms, or amount of the financial assurance mechanism. Any such request must be submitted to EPA in accordance with ¶ 26 and must include an estimate of the cost of the remaining Work, an explanation of the basis for the cost calculation, and a description of the proposed changes, if any, to the form or terms of the financial assurance. EPA will notify Settling Work Defendants of its decision regarding the request. Settling Work Defendants may initiate dispute resolution under Section XII regarding EPA's decision within 30 days after receipt of the decision. Settling Work Defendants may modify the form, terms, or amount of the financial assurance mechanism only: (a) in accordance with EPA's approval; or (b) in accordance with any resolution of a dispute under Section XII. The affected Settling Work Defendant(s) shall submit to EPA, within 30 days after receipt of EPA's approval or consistent with the terms of the resolution of the dispute, documentation of the change to the form, terms, or amount of the financial assurance.

30. **Release, Cancellation, or Discontinuation of Financial Assurance.** Settling Work Defendants may release, cancel, or discontinue any financial assurance provided under this Section only: (a) if EPA issues a Certification of Work Completion under ¶ 7.10 of the SOW; (b) in accordance with EPA's approval of such release, cancellation, or discontinuation; or (c) if there is a dispute regarding the release, cancellation, or discontinuance of any financial assurance, in accordance with the agreement, final administrative decision, or final judicial decision resolving such dispute under Section XII.

VIII. INDEMNIFICATION AND INSURANCE

31. Indemnification

a. Plaintiffs do not assume any liability by entering into this Decree or by virtue of any designation of Settling Work Defendants as EPA's and the State's authorized representatives under section 104(e)(1) of CERCLA. To the extent permitted by law, Settling Work Defendants shall indemnify and save and hold harmless Plaintiffs and their officials, agents, employees, contractors, subcontractors, and representatives for or from any claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Settling Work Defendants, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on Settling Work Defendants' behalf or under their control, in carrying out activities under this Decree, including any claims arising from any designation of Settling Work Defendants as EPA's and the State's authorized representatives under section 104(e)(1) of CERCLA. Further, to the extent permitted by law, Settling Work Defendants agree to pay Plaintiffs all costs they incur including attorneys' fees and other expenses of litigation and settlement arising from, or on account of, claims made against Plaintiffs based on negligent or other wrongful acts or omissions of Settling Work Defendants, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control in carrying out activities under this Decree. Plaintiffs may not be held out as a party to any contract entered into by or on behalf of Settling Work Defendants in carrying out activities under this Decree. The Settling Work Defendants and any such contractor may not be considered an agent of Plaintiffs.

b. Each Plaintiff shall give Settling Work Defendants notice of any claim for which such Plaintiff plans to seek indemnification in accordance with this ¶ 31 and shall consult with Settling Work Defendants prior to settling such claim.

32. Settling Defendants covenant not to sue and shall not assert any claim or cause of action against Plaintiffs for damages or reimbursement or for set-off of any payments made or to be made to Plaintiffs, arising from or on account of any contract, agreement, or arrangement between any one or more of the Settling Defendants and any person for performance of Work or other activities on or relating to the Site, including claims on account of construction delays. In addition, Settling Work Defendants shall indemnify and save and hold Plaintiffs harmless with respect to any claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of the Settling Work Defendants and any person for performance of work at or relating to the Site, including claims on account of construction delays.

33. **Insurance.** Settling Work Defendants shall secure, by no later than 15 days before commencing any on-Site Work, the following insurance: (a) commercial general liability insurance with limits of liability of \$1 million per occurrence; (b) automobile liability insurance with limits of liability of \$1 million per accident; and (c) umbrella liability insurance with limits of liability of \$5 million in excess of the required commercial general liability and automobile liability limits. The insurance policy must name Plaintiffs as additional insured with respect to all liability arising out of the activities performed by or on behalf of Settling Work Defendants under this Decree. Settling Work Defendants shall maintain this insurance until the first anniversary after issuance of EPA's Certification of Remedial Action Completion under ¶ 7.9 of the SOW. In addition, for the duration of this Decree, Settling Work Defendants shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations

regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Settling Work Defendants in furtherance of this Decree. Prior to commencement of the Work, Settling Work Defendants shall provide to EPA certificates of such insurance and a copy of each insurance policy. Settling Work Defendants shall resubmit such certificates and copies of policies each year on the anniversary of the Effective Date. If Settling Work Defendants demonstrate by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering the same risks but in a lesser amount, then, with respect to that contractor or subcontractor, Settling Work Defendants need provide only that portion of the insurance described above that is not maintained by the contractor or subcontractor. Settling Work Defendants shall ensure that all submittals to EPA under this Paragraph identify the Lower Duwamish Waterway Superfund Site, Seattle, Washington, and the civil action number of this case.

IX. PAYMENTS FOR RESPONSE COSTS

34. Payments by Settling Work Defendants for United States Future Response Costs

a. **Periodic EPA Bills.** On a periodic basis, EPA will send Settling Work Defendants a bill for United States Future Response Costs, including a "SCORPIOS Report" or other standard cost summary listing direct and indirect costs paid by EPA, its contractors, subcontractors, and DOJ. Settling Work Defendants may initiate a dispute under Section XII regarding a United States Future Response Cost billing, but only if the dispute relates to one or more of the following issues: (i) whether EPA has made an arithmetical error; (ii) whether EPA has included a cost item that is not within the definition of United States Future Response Costs; or (iii) whether EPA has paid excess costs as a direct result of an EPA action that was inconsistent with a specific provision or provisions of the NCP.

Settling Work Defendants must specify in the Notice of Dispute the contested costs and the basis for the objection.

b. **Payment of EPA Bill.** Settling Work Defendants shall pay all United States Future Response Costs that EPA incurs in implementing the Seafood Consumption Institutional Controls Program and shall pay 50% of each bill for all other United States Future Response Costs they receive until EPA has forgiven \$16.9 million in billed United States Future Response Costs. Thereafter, Settling Work Defendants shall pay EPA for all United States Future Response Costs which EPA incurs. In addition, if EPA conducts a Work Takeover pursuant to ¶ 14 Settling Work Defendants shall pay 100% of all United States Future Response Costs EPA incurs conducting said Work Takeover. Settling Work Defendants shall pay the bill, or if they initiate dispute resolution, the uncontested portion of the bill, if any, within 45 days after receipt of the bill. Settling Work Defendants shall pay the contested portion of the bill determined to be owed, if any, within 45 days after the determination regarding the dispute. Each payment for: (i) the uncontested bill or portion of bill, if late, and (ii) the contested portion of the bill determined to be owed, if any, must include an additional amount for Interest accrued from the date of receipt of the bill through the date of payment. Settling Work Defendants shall make payment at <https://www.pay.gov> using the “EPA Miscellaneous Payments Cincinnati Finance Center” link, and include references to the Site/Spill ID and DJ numbers listed in ¶ 92 and the purpose of the payment. Settling Work Defendants shall send notices of this payment to DOJ and EPA in accordance with ¶ 92.

35. **Payments by Settling Work Defendants for State Future Response Costs**

a. **Payment of State Future Response Costs.** Settling Work Defendants shall pay to Ecology the State Future Response Costs incurred by

Ecology pursuant to this Decree and consistent with WAC 173-340-550(2). These costs shall include work performed by Ecology or its contractors for, or on, the Site under RCW 70A.305, including remedial actions, oversight, and administration.

These costs are for work performed subsequent to the entry of this Decree.

Ecology's costs shall include costs of direct activities and support costs of direct activities as defined in WAC 173-340-550(2). For all costs incurred, Settling Work Defendants shall pay the required amount within 45 days of receiving from Ecology an itemized statement of costs that includes a summary of costs incurred, an identification of involved staff, and the amount of time spent by involved staff members on the project. A general statement of work performed will be provided upon request. Itemized statements shall be prepared quarterly. Pursuant to WAC 173-340-550(4), failure to pay Ecology's costs within 90 days of receipt of the itemized statement of costs will result in interest charges at the rate of twelve percent (12%) per annum, compounded monthly.

b. **Payment of State Bill.** Settling Work Defendants shall make payments to the State of Washington in the form of a certified check payable to the "Model Toxics Control Capital Account" at Washington State Department of Ecology, Cashiering Unit, PO Box 47611, Olympia, WA 98504-7611.

36. **Payments by Settling Cash-Out Defendants.** Within 30 days after the Effective Date, or as otherwise provided in Appendix D, Settling Cash-Out Defendants shall deposit into an account as specified by Settling Work Defendants and as approved by EPA the amounts listed in Appendix D in contribution towards Settling Work Defendants' Future Response Costs and provide notice to EPA of the payments made, consistent with Section XVIII (Notices and Submissions). No Settling Cash-Out Defendant shall be responsible for any payment required of any other party.

37. **Payments by Settling Funding Defendant.** Settling Funding Defendant shall deposit in an account(s) as specified by Settling Work Defendants and as approved by EPA amounts as determined pursuant to Appendix D in contribution towards Settling Work Defendants' Future Response Costs, including Settling Work Defendants' obligations to pay United States Future Response Costs and State Future Response Costs pursuant to this Section, and provide notice to EPA of the payments made, consistent with Section XVIII (Notices and Submissions).

38. **Responsibility for Payments by Settling Federal Agencies**

a. As soon as reasonably practicable after the Effective Date, the United States, on behalf of Settling Federal Agencies, shall pay to Settling Work Defendants \$140,000,000.00 for Settling Work Defendants' Past Response Costs and Settling Work Defendants' Future Response Costs by Automated Clearing House ("ACH") Electronic Funds Transfer in accordance with instructions provided by Settling Work Defendants on or before the Effective Date that specify the following funds transfer information.

EFT Payable to: *****

Bank Name: *****

Bank address: *****

ABA Routing Number: *****

Account number: *****

Name & Type of account: *****

Taxpayer ID #: *****

b. **Interest.** If any payment required by ¶ 38.a is not made within 120 days after the Effective Date, or within 120 days after the Settling Work Defendants provide full and correct payment instructions, whichever is later, the

United States, on behalf of Settling Federal Agencies, shall pay Interest on the unpaid balance, with such Interest commencing on the 121st day after the Effective Date and accruing through the date of the payment.

c. The Settling Federal Agencies' payments under this Decree can only be paid from appropriated funds legally available for such purpose. Nothing in this Decree constitutes a commitment or requirement that any Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

39. No Double Recovery

a. As a matter of comity in this particular case between the United States and the City of Seattle and King County, requirements in this Consent Decree regarding Third Party Reimbursements do not apply to the City of Seattle or King County. For purposes of this particular case only, payments by any of the entities and individuals listed on Appendix F of this Consent Decree for response costs at or in connection with the Site shall not be treated in this Consent Decree as Third-Party Reimbursements to Boeing. Disbursements made under Section X of this Consent Decree (Disbursement of Special Account Funds) shall not be treated as Double Recovery in this Consent Decree as to the City of Seattle, King County, or Boeing.

b. Except for the Double Recovery that was received by Boeing and then reimbursed to the United States by Boeing on January 10, 2019, pursuant to the consent decree entered on Dec. 20, 2018 in *The Boeing Co. v. United States*, Case No. 18-0567-JCC (W.D. Wash.), Boeing hereby warrants that it has not sought or received, and shall not in the future seek or receive, any Double Recovery. With regard to Federal Contracts, if any, the other Settling Work Defendants hereby

warrant that they have not sought or received, and shall not in the future seek or receive, any Double Recovery.

Each Settling Work Defendant shall take additional steps necessary to ascertain the amount of charges, if any, to the United States for response costs for response actions taken or to be taken at or in connection with the Site, as specified in the definition of “Matters Addressed” in ¶ 78 of this Consent Decree, in contracts with the United States for the contract performance periods prior to the Effective Date of this Consent Decree, if any, and, within 180 days of the date of entry of this Consent Decree, each Settling Work Defendant shall identify said amounts in a notice to the United States and shall pay the United States dollar for dollar the amount of any such response costs that may have been charged to Federal Contracts. Said payments shall be made: in the form of credits on ongoing Federal Contracts between the Settling Work Defendant and the United States Army Corps of Engineers or the United States Department of Defense (which includes any other component, office, agency, command, or instrumentality thereof), with said Federal Contracts to be identified by the Department of Defense; or, at the option of the Department of Defense, in such other form as the Department of Defense directs.

c. With the exception of disbursements made under Section X (Disbursement of Special Account Funds) and payments by any of the entities and individuals listed on Appendix F of this Consent Decree for response costs at or in connection with the Site, Boeing shall not include in any claim, contract charge, reimbursement request, or invoice to the United States any response costs for response actions taken or to be taken at or in connection with the Site, as specified in the definition of “Matters Addressed” in ¶ 78 of this Consent Decree, for which

Boeing has received payment or for which Boeing has received credit toward its share of the Settling Work Defendants' Past Response Costs or Settling Work Defendants' Future Response Costs, either under this Decree or through Third-Party Reimbursement, whether such a claim, charge, request, or invoice is submitted pursuant to any Federal Contract, or any claim, cause of action, suit, or demand of any kind whatsoever in law or in equity. All such costs, whether direct or indirect, shall be deemed to be and shall be identified in Boeing's accounting system as "mutually agreed to be unallowable" costs subject to Federal Acquisition Regulation ("FAR") 31.201-6, Accounting for Unallowable Costs, and Cost Accounting Standard ("CAS") 405 (including any subsequent amendments or modifications to FAR 31.201-6 and CAS 405) and thus excluded from any billing, claim, or proposal applicable to any Federal Contracts, including, but not limited to, any final billing, final contract cost proposal, or final overhead rate proposal.

d. Each Settling Work Defendant shall not claim or receive response costs for response actions taken or to be taken in connection with the Site, as specified in the definition of Matters Addressed, pursuant to any indemnification, hold-harmless, or other provision in any Federal Contract.

e. Each Settling Work Defendant shall comply with CAS 405 (including any subsequent amendments or modifications thereto) when accounting for unallowable costs in any billing, claim, or proposal applicable to any Federal Contract. CAS 405 shall apply even if the Settling Work Defendant is not otherwise subject to CAS.

f. Any costs rendered unallowable under the terms of this Consent Decree, if included by a Settling Work Defendant in any billing, claim or proposal applicable to any Federal Contract and not returned in accordance with

¶ 39.g below shall be deemed to be costs that have been “determined to be unallowable” and therefore subject to penalties within the meaning of FAR 42.709-1, clause 52.242-3 (Penalties for Unallowable Costs), and related provisions.

g. The Settling Work Defendants shall provide a complete copy of this Consent Decree to the administrative contracting officials of the United States with cognizance over future response costs related to response actions taken or to be taken at or in connection with the Site, as specified in the definition of Matters Addressed, and to the responsible official or employee of the Settling Work Defendant with the responsibility for implementing the obligations or requirements of this Consent Decree.

h. In the event that a Settling Work Defendant or an Affiliated Contractor receives a Double Recovery under part (2) of the definition of Double Recovery set forth above, within 90 days after such receipt, the Settling Work Defendant shall repay the United States dollar for dollar in the amount of the Double Recovery (e.g., the full amount received pursuant to a Federal Contract); in addition, Boeing shall credit the United States 12.25% for all sums that Boeing receives as a Third-Party Reimbursement or for which Boeing has received credit toward its share of the Settling Work Defendants’ Past Response Costs or Settling Work Defendants’ Future Response Costs. Such amount shall accrue interest as described in 26 U.S.C. §§ 6621 and 6622 from the date on which it was received. If a Double Recovery is received from the United States pursuant to a Federal Contract, the Settling Work Defendant shall notify the cognizant Contracting Officer for that Federal Contract in writing within 30 days after discovery of such receipt, and reimburse the United States by transmitting a sum equal to the amount of the Double Recovery in accordance with written instructions provided by the cognizant Contracting Officer.

40. **Deposit of Payments.** EPA may, in its unreviewable discretion, deposit the amounts paid under ¶ 34.b in the Fund, in the Special Account, or both. EPA may, in its unreviewable discretion, retain and use any amounts deposited in the Special Account to conduct or finance response actions at or in connection with the Site, or transfer those amounts to the Fund.

X. DISBURSEMENT OF SPECIAL ACCOUNT FUNDS

41. **Creation of the Disbursement Special Account and Agreement to Disburse Funds to Settling Work Defendants.** Within 45 days after the Effective Date, EPA will establish the Lower Duwamish Waterway Disbursement Special Account (“Disbursement Special Account”) and shall transfer \$3,971,559.33 from the Special Account to the Disbursement Special Account. Subject to the terms and conditions set forth in this Section, and as additional incentive for the commitment by Settling Work Defendants to perform the Work under Section V of this Decree, EPA agrees to make the funds in the Disbursement Special Account, including Interest Earned on the funds in the Disbursement Special Account, available for disbursement to Settling Work Defendants. EPA shall disburse funds from the Disbursement Special Account to Settling Work Defendants in accordance with the procedures and milestones for phased disbursement set forth in this Section. For purposes of this Paragraph, “Interest Earned” means interest earned on amounts in the Lower Duwamish Waterway Disbursement Special Account, which will be computed monthly at a rate based on the annual return on investments of the EPA Hazardous Substance Superfund. The applicable rate of interest will be the rate in effect at the time the interest accrues.

42. **Timing and Amount of Disbursements.** Within 45 days after EPA’s receipt of a Cost Summary and Certification, as defined by ¶ 44.b, or if EPA has requested additional information under ¶ 44.b or a revised Cost Summary and Certification under ¶ 44.d, within 45 days after receipt of the additional information or revised Cost Summary and Certification,

and subject to the conditions set forth in this Section, EPA shall disburse the funds from the Disbursement Special Account at the completion of the following milestones, and in the amounts set forth below:

| Milestone | Funds to be Disbursed |
|--|-----------------------------------|
| Effective Date of the Consent Decree | \$2,271,833.33 |
| EPA approval of Remedial Action Work Plan for the Middle Reach | \$1,699,726 or remainder of funds |

43. EPA shall disburse the funds from the Disbursement Special Account to Settling Work Defendants in accordance with instructions provided by Settling Work Defendants on or before the Effective Date that specify the following funds transfer information:

EFT Payable to: *****

Bank Name: *****

Bank address: *****

ABA Routing Number: *****

Account number: *****

Name & Type of account: *****

Taxpayer ID #: *****

44. Requests for Disbursement of Special Account Funds

a. Within 45 days after issuance of EPA's written confirmation that a milestone of the Work, as defined in ¶ 42, has been satisfactorily completed, Settling Work Defendants shall submit to EPA a Cost Summary and Certification, as defined in ¶ 44.b, that documents that costs were incurred by Settling Work Defendants during the period between November 21, 2014 and December 31, 2022 to develop and perform response actions reviewed and approved by EPA at the Site. Settling Work Defendants shall not include in any submission costs included in a

previous Cost Summary and Certification following completion of an earlier milestone of the Work if those costs have been previously sought or reimbursed in accordance with ¶ 42.

b. Each Cost Summary and Certification must include a complete and accurate written cost summary and certification of the necessary costs incurred and paid by Settling Work Defendants for costs incurred by Settling Work Defendants after November 21, 2014 through December 31, 2022 to develop and perform response actions reviewed and approved by EPA at the Site covered by the particular submission, excluding costs not eligible for disbursement under ¶ 45. Each Cost Summary and Certification must contain the following statement signed by the Chief Financial or Operating Officer of a Settling Work Defendant, or a designee of that person or other financial officer approved by EPA:

To the best of my knowledge, after thorough investigation and review of Settling Work Defendants' documentation of costs for this submission, which were incurred and paid during the period between November 21, 2014 and December 31, 2022 to develop and perform response actions reviewed and approved by EPA at the Site, I certify that the information contained in or accompanying this submission is true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment.

c. The Chief Financial or Operating Officer of a Settling Work Defendant, or a designee of that person or other financial officer approved by EPA shall also provide EPA a list of the documents that they reviewed in support of the Cost Summary and Certification. Upon request by EPA, Settling Work Defendants shall submit to EPA any additional information that EPA deems necessary for its review and approval of a Cost Summary and Certification.

d. If EPA finds that a Cost Summary and Certification includes an arithmetical error, costs excluded under ¶ 45, costs that are inadequately documented, or costs submitted in a prior Cost Summary and Certification, it will notify Settling Work Defendants and provide them an opportunity to cure the deficiency by submitting a revised Cost Summary and Certification. If Settling Work Defendants fail to cure the deficiency within 45 days after being notified of, and given the opportunity to cure, the deficiency, EPA will recalculate Settling Work Defendants' costs eligible for disbursement for that submission and disburse the corrected amount to Settling Defendants in accordance with the procedures in ¶ 42. Settling Work Defendants may dispute EPA's recalculation under this Paragraph in accordance with Section XII. In no event may Settling Work Defendants be disbursed funds from the Disbursement Special Account in excess of amounts properly documented in a Cost Summary and Certification accepted or modified by EPA.

45. **Costs Excluded from Disbursement.** The following costs are excluded from, and may not be sought by Settling Work Defendants for, disbursement from the Disbursement Special Account: (a) response costs paid in accordance with Section IX (Payments for Response Costs); (b) any other payments made by Settling Work Defendants to the United States in accordance with this Decree, including any Interest or stipulated penalties paid in accordance with Sections IX (Payments for Response Costs) or XIII (Stipulated Penalties); (c) attorneys' fees and costs, except for reasonable attorneys' fees and costs necessarily related to obtaining access or institutional controls as required to implement response actions approved by EPA at the Site; (d) costs of any response activities Settling Work Defendants perform that are not required to implement response actions approved by EPA at the Site; (e) costs related to Settling Work Defendants' litigation, settlement, development of potential contribution claims, or identification

of defendants; (f) internal costs of Settling Work Defendants, including salaries, travel, or in-kind services, except for those costs that represent the work of employees of Settling Work Defendants directly performing the response actions; or (g) any costs incurred by Settling Work Defendants under Section XII (Dispute Resolution).

46. **Termination of Disbursements.** EPA's obligation to disburse funds from the Disbursement Special Account under this Decree terminates upon EPA's determination that Settling Work Defendants: (a) have knowingly submitted a materially false or misleading Cost Summary and Certification; (b) have submitted a materially inaccurate or incomplete Cost Summary and Certification, and have failed to correct the materially inaccurate or incomplete Cost Summary and Certification within 45 days after being notified of, and given the opportunity to cure, the deficiency; or (c) failed to submit a Cost Summary and Certification as required by ¶ 44 within 45 days (or such longer period as EPA agrees) after being notified that EPA intends to terminate its obligation to make disbursements under this Section because of Settling Work Defendants' failure to submit the Cost Summary and Certification as required by ¶ 44. EPA's obligation to disburse funds from the Disbursement Special Account also terminates upon EPA's assumption of performance of any portion of the Work in accordance with ¶ 14, when such assumption of performance of the Work is not challenged by Settling Defendants or, if challenged, is upheld under Section XII (Dispute Resolution). Settling Defendants may dispute EPA's termination of special account disbursements under Section XII (Dispute Resolution).

47. **Recapture of Disbursements.** Upon termination of disbursements from the Disbursement Special Account under ¶ 46, if EPA has previously disbursed funds from the Disbursement Special Account for activities specifically related to the reason for termination, e.g., discovery of a materially false or misleading submission after disbursement of funds based on that submission, EPA shall submit a bill to Settling Defendants for those amounts already disbursed from the Disbursement Special Account specifically related to the reason for

termination, plus Interest on that amount covering the period from the date of disbursement of the funds by EPA to the date of repayment of the funds by Settling Defendants. Within 45 days after receipt of EPA's bill, Settling Defendants shall reimburse the Fund for the total amount billed. Payment must be made in accordance with ¶ 34.b. Upon receipt of payment, EPA may, in its sole discretion, deposit all or any portion thereof in the Special Account, the Disbursement Special Account, or the Fund.

48. **Balance of Special Account Funds.** After EPA issues its written Certification of Remedial Action Completion in accordance with this Decree, and after EPA completes all disbursement to Settling Work Defendants in accordance with this Section, if any funds remain in the Disbursement Special Account, EPA may, in its sole discretion, transfer such funds to the Special Account or to the Fund.

XI. FORCE MAJEURE

49. "Force majeure," for purposes of this Decree, means any event arising from causes beyond the control of Settling Work Defendants, of any entity controlled by Settling Work Defendants, or of Settling Work Defendants' contractors that delays or prevents the performance of any obligation under this Decree despite Settling Work Defendants' best efforts to fulfill the obligation. Given the need to protect public health and welfare and the environment, the requirement that Settling Work Defendants exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure and best efforts to address the effects of any potential force majeure (a) as it is occurring and (b) following the potential force majeure such that the delay and any adverse effects of the delay are minimized to the greatest extent possible. "Force majeure" does not include financial inability to complete the Work or a failure to achieve the Performance Standards.

50. If any event occurs for which Settling Work Defendants will or may claim a force majeure, Settling Work Defendants shall notify EPA's Project Coordinator by email. The

deadline for the initial notice is 7 days after the date Settling Work Defendants first knew or should have known that the event would likely delay performance. Settling Work Defendants shall be deemed to know of any circumstance of which any contractor of, subcontractor of, or entity controlled by Settling Work Defendants knew or should have known. Within 14 days after the initial notice, Settling Work Defendants shall send a further notice to EPA and the State that includes: (i) a description of the event and its effect on Settling Work Defendants' completion of the requirements of the Decree; (ii) a description of all actions taken or to be taken to prevent or minimize the adverse effects or delay; (iii) the proposed extension of time for Settling Work Defendants to complete the requirements of the Decree; (iv) a statement as to whether, in the opinion of Settling Work Defendants, such event may cause or contribute to an endangerment to public health or welfare, or the environment; and (v) all available proof supporting their claim of force majeure. Failure to comply with the notice requirements herein regarding an event precludes Settling Work Defendants from asserting any claim of force majeure regarding that event, provided, however, that if EPA, despite late or incomplete notice, is able to assess to its satisfaction whether the event is a force majeure under ¶ 49 and whether Settling Work Defendants have exercised their best efforts under ¶ 49, EPA may, in its unreviewable discretion, excuse in writing Settling Work Defendants' failure to submit timely or complete notices under this Paragraph.

51. EPA will notify Settling Work Defendants of its determination whether Settling Work Defendants are entitled to relief under ¶ 49, and, if so, the duration of the extension of time for performance of the obligations affected by the force majeure. An extension of the time for performance of the obligations affected by the force majeure shall not, of itself, extend the time for performance of any other obligation. Settling Work Defendants may initiate dispute resolution under Section XII regarding EPA's determination within 15 days after receipt of the determination. In any such proceeding, Settling Work Defendants have the burden of proving

that they are entitled to relief under ¶ 49 and that their proposed extension was or will be warranted under the circumstances.

52. The failure by EPA to timely complete any activity under the Decree or the SOW is not a violation of the Decree, provided, however, that if such failure prevents Settling Work Defendants from timely completing a requirement of the Decree, Settling Work Defendants may seek relief under this Section.

XII. DISPUTE RESOLUTION

53. Unless otherwise provided in this Decree, Settling Defendants must use the dispute resolution procedures of this Section to resolve any dispute arising under this Decree. Settling Defendants shall not initiate a dispute challenging the Record of Decision. The United States may enforce any requirement of the Decree that is not the subject of a pending dispute under this Section.

54. A dispute will be considered to have arisen when one or more Settling Defendants sends a written notice of dispute (“Notice of Dispute”). Disputes arising under this Decree must in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations may not exceed 20 days after the dispute arises, unless the parties to the dispute otherwise agree. If the parties cannot resolve the dispute by informal negotiations, the position advanced by EPA is binding unless the Settling Defendant or Settling Defendants initiate formal dispute resolution under ¶ 55. By agreement of the parties, mediation may be used during this informal negotiation period to assist the parties in reaching a voluntary resolution or narrowing of the matters in dispute.

55. Formal Dispute Resolution

a. **Statements of Position.** The Settling Defendant(s) may initiate formal dispute resolution by serving on the Plaintiffs, within 20 days after the conclusion of informal dispute resolution under ¶ 54, an initial Statement of Position

regarding the matter in dispute. The Plaintiffs' responsive Statement of Position are due within 20 days after receipt of the initial Statement of Position. All Statements of Position must include supporting factual data, analysis, opinion, and other documentation. A reply, if any, is due within 5 working days after receipt of the response. If appropriate, EPA may extend the deadlines for filing statements of position for up to 30 days and may allow the submission of supplemental statements of position.

b. **Formal Decision.** The Director of the Superfund & Emergency Management Division, EPA Region 10, will issue a formal decision resolving the dispute ("Formal Decision") based on the statements of position and any replies and supplemental statements of position. The Formal Decision is binding on Settling Defendant(s) unless they timely seek judicial review under ¶ 57.

c. **Compilation of Administrative Record.** EPA shall compile an administrative record regarding the dispute, which must include all statements of position, replies, supplemental statements of position, and the Formal Decision.

56. **Resolution of Disputes with the State**

a. In the event that Settling Defendant(s) elect to invoke dispute resolution regarding State Future Response Costs, Settling Defendant(s) must utilize the procedure set forth below.

- (1) Prior to when payment is due on any Ecology itemized statement of costs under ¶ 34.a, Settling Defendant(s) shall notify Ecology's Toxics Cleanup Program Manager in writing of any disputed amounts (Dispute Notice) including the nature of the dispute, Settling Defendants' position with regards to the dispute, and information relied upon to support their position.

- (2) Ecology's Toxics Cleanup Program Manager shall conduct a review of the dispute and shall issue a written decision regarding the dispute (Formal Decision) within 30 calendar days of receipt of the Dispute Notice. The Toxics Cleanup Program Manager's decision shall be Ecology's final decision on the disputed matter.
- (3) The Formal Decision is binding on Settling Defendants unless they timely seek judicial review under this Decree. The Parties agree to only utilize the dispute resolution process in good faith and agree to expedite, to the extent possible, the dispute resolution process whenever it is used. Where either party utilizes the dispute resolution process in bad faith or for purposes of delay, the other party may seek sanctions. Implementation of these dispute resolution procedures shall not provide a basis for delay of any activities required in this Decree, unless Ecology/EPA agrees in writing to a schedule extension or the Court so orders.

57. Judicial Review

a. Settling Defendant(s) may obtain judicial review of a Formal Decision by filing, within 20 days after receiving it, a motion with the Court and serving the motion on all Parties. The motion must describe the matter in dispute and the relief requested. The parties to the dispute shall brief the matter in accordance with local court rules.

b. **Review on the Administrative Record.** Judicial review of disputes regarding the following issues must be on the administrative record: (i) the adequacy or appropriateness of deliverables required under the Decree; (ii) the adequacy of the performance of the Remedial Action; (iii) whether a Work Takeover is warranted under ¶ 14; (iv) determinations about financial assurance under

Section VII; (v) whether a reopener condition under ¶ 71 is satisfied, including whether the Remedial Action is not protective of human health and the environment; (vi) EPA's selection of modified or further response actions; (vii) any other items requiring EPA approval under the Decree; and (viii) any other disputes that the Court determines should be reviewed on the administrative record. For all of these disputes, Settling Defendant(s) bear the burden of demonstrating that the Formal Decision was arbitrary and capricious or otherwise not in accordance with law.

c. Judicial review of any dispute not governed by ¶ 57.b shall be governed by applicable principles of law.

58. **Escrow Account.** For disputes regarding a United States or State Future Response Cost billing, Settling Work Defendants shall: (a) establish, in a duly chartered bank or trust company, an interest-bearing escrow account that is insured by the Federal Deposit Insurance Corporation ("FDIC"); (b) remit to that escrow account funds equal to the amount of the contested United States or State Future Response Costs; and (c) send to EPA or the State, in accordance with ¶ 92, copies of the correspondence and of the payment documentation (e.g., the check) that established and funded the escrow account, including the name of the bank, the bank account number, and a bank statement showing the initial balance in the account. EPA or the State may, in their unreviewable discretion, waive the requirement to establish the escrow account. Settling Work Defendants shall cause the escrow agent to pay the amounts due to EPA or the State under ¶¶ 34 or 35, if any, by the deadline for such payment in ¶¶ 34 or 35. Settling Work Defendants are responsible for any balance due under ¶¶ 34 or 35 after the payment by the escrow agent.

59. The initiation of dispute resolution procedures under this Section does not extend, postpone, or affect in any way any requirement of this Decree, except as EPA agrees, or as

determined by the Court. Stipulated penalties with respect to the disputed matter will continue to accrue, but payment is stayed pending resolution of the dispute, as provided in ¶ 62.

XIII. STIPULATED PENALTIES

60. Unless the noncompliance is excused under Section XI (Force Majeure), Settling Defendants are liable to the United States and the State for the following stipulated penalties:

a. Settling Cash-Out Defendants and Settling Funding Defendant.

Each Settling Cash-Out Defendant and Settling Funding Defendant is liable for its failure: (i) to pay any amount due under Section IX; (ii) to timely submit Use Restriction Agreements to EPA for approval for its property; (iii) to timely file EPA-approved Use Restriction Agreements for its property with the King County Recorder's Office; or (iv) to satisfy any obligation pursuant to Section VI (Property Requirements).

| Period of Noncompliance | Penalty Per Noncompliance Per Day |
|-------------------------|-----------------------------------|
| 1st through 14th day | \$3,000 |
| 15th through 30th day | \$6,000 |
| 31st day and beyond | \$12,000 |

b. Settling Work Defendants. Settling Work Defendants are liable for:

- (1) any failure: (i) to pay any amount due under Section IX; (ii) to establish and maintain financial assurance in accordance with Section VII; (iii) to submit timely or adequate deliverables under Section 10 of the SOW; (iv) to timely submit Use Restriction Agreements for Affected Property owned by a Settling Work Defendant or not owned by another Owner Settling Party to EPA for approval (v) to timely file EPA-approved Use Restriction Agreements for Affected Property owned by a Settling Work Defendant or not owned by another Owner Settling Party with the King

County Recorder's Office; (vi) to timely initiate remedial action construction; (vii) to implement any and all components of remedial action as approved in remedial design and/or remedial action work plans; (viii) to timely complete remedial action construction; (ix) to timely and adequately perform any actions required by ¶¶ 6.8, 6.9, 6.10, or 6.11 of the SOW; and (x) to timely and adequately perform any action required by

¶ 11 of this Consent Decree:

| Period of Noncompliance | Penalty Per Noncompliance Per Day |
|-------------------------|-----------------------------------|
| 1st through 20th day | \$3,000 |
| 21st through 40th day | \$6,000 |
| 41st day and beyond | \$12,000 |

(2) any failure to submit timely or adequate deliverables required by this

Decree other than those specified in ¶ 60.b(1):

| Period of Noncompliance | Penalty Per Noncompliance Per Day |
|-------------------------|-----------------------------------|
| 1st through 20th day | \$1,500 |
| 21st through 40th day | \$2,750 |
| 41st day and beyond | \$5,500 |

c. The United States may seek stipulated penalties under this Section by sending a written demand to Settling Defendants, with a copy to the State, or by sending a joint written demand to the Settling Defendants on behalf of the United States and the State. Where the United States and the State jointly seek stipulated penalties for the same violation of this Decree, the Settling Defendants shall pay 50 percent to the United States and 50 percent to the State.

61. **Work Takeover Penalty.** If EPA commences a Work Takeover, Settling Work Defendants are liable for a stipulated penalty in an amount equal to the present value of the Work to be taken over, as determined by EPA in its unreviewable discretion. This stipulated penalty is

in addition to the remedy available to EPA under ¶ 28 (Access to Financial Assurance) to fund the performance of the Work by EPA.

62. **Accrual of Penalties.** Stipulated penalties accrue from the date performance is due, or the day a noncompliance occurs, whichever is applicable, until the date the requirement is completed or the final day of the correction of the noncompliance. Nothing in this Decree prevents the simultaneous accrual of separate penalties for separate occurrences of noncompliance with this Decree. Stipulated penalties accrue regardless of whether Settling Defendants have been notified of their noncompliance, and regardless of whether Settling Defendants have initiated dispute resolution under Section XII, provided, however, that no penalties will accrue as follows:

- a. with respect to a submission that EPA subsequently determines is deficient under ¶ 10.5 of the SOW, during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Settling Defendants of any deficiency;
- b. with respect to a matter that is the subject of dispute resolution under Section XII, during the period, if any, beginning on the 21st day after the later of the date that EPA's Statement of Position is received or the date that Settling Defendants' reply thereto (if any) is received until the date of the Formal Decision under ¶ 55.b; or
- c. with respect to a matter that is the subject of judicial review by the Court under ¶ 57, during the period, if any, beginning on the 31st day after the Court's receipt of the final submission regarding the dispute until the date that the Court issues a final decision regarding such dispute.

63. **Demand and Payment of Stipulated Penalties.** EPA may send a Settling Defendant or the Settling Work Defendants, collectively, a demand for stipulated penalties. The

demand will include a description of the noncompliance by the Settling Defendant(s) and will specify the amount of the stipulated penalties owed. Settling Defendants may initiate dispute resolution under Section XII within 45 days after receipt of the demand. Settling Defendants shall pay the amount demanded or, if they initiate dispute resolution, the uncontested portion of the amount demanded, within 45 days after receipt of the demand. Settling Defendants shall pay the contested portion of the penalties determined to be owed, if any, within 45 days after the resolution of the dispute. Each payment for: (a) the uncontested penalty demand or uncontested portion, if late; and (b) the contested portion of the penalty demand determined to be owed, if any, must include an additional amount for Interest accrued from the date of receipt of the demand through the date of payment. Settling Defendants shall make payment at <https://www.pay.gov> using the link for “EPA Miscellaneous Payments Cincinnati Finance Center,” including references to the Site/Spill ID and DJ numbers listed in ¶ 92, and the purpose of the payment. Settling Defendants shall send a notice of this payment to DOJ and EPA, in accordance with ¶ 92. The payment of stipulated penalties and Interest, if any, does not alter any obligations by Settling Defendants under the Decree. Payments should reference the court case and/or docket number.

64. Nothing in this Decree limits the authority of the United States: (a) to seek any remedy otherwise provided by law for Settling Defendants’ failure to pay stipulated penalties or interest; or (b) to seek any other remedies or sanctions available by virtue of Settling Defendants’ noncompliance with this Decree or of the statutes and regulations upon which it is based, including penalties under section 122(l) of CERCLA, provided, however, that the United States may not seek civil penalties under section 122(l) of CERCLA for any noncompliance for which a stipulated penalty is provided for in this Decree, except in the case of a willful noncompliance with this Decree.

65. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued under this Decree.

XIV. COVENANTS BY PLAINTIFFS

66. **Covenants for Settling Defendants by the United States.** Subject to ¶¶ 71 and 73, the United States covenants not to sue or to take administrative action against Settling Defendants under sections 106 and 107(a) of CERCLA regarding the Site.

67. **Covenants for Settling Defendants by the State.** Subject to ¶¶ 72 and 73, the State covenants not to sue Settling Defendants under CERCLA sections 107(a) or 310 and covenants not to sue or take administrative action against Settling Defendants under RCW 70A.305.040 of MTCA regarding the Site.

68. **Covenants for Settling Federal Agencies by EPA.** Subject to ¶¶ 71 and 73, EPA covenants not to take administrative action against Settling Federal Agencies under sections 106 and 107(a) of CERCLA regarding the Site.

69. **Covenants for Settling Federal Agencies by the State.** Subject to ¶¶ 72 and 73, the State covenants not to sue Settling Federal Agencies under CERCLA sections 107(a) or 310 and covenants not to sue or take administrative action against Settling Federal Agencies under RCW 70A.305.040 of MTCA regarding the Site.

70. The covenants for Settling Work Defendants and Settling Funding Defendant under ¶¶ 66 and 67: (a) take effect upon the Effective Date, except with respect to future liability, for which these covenants take effect upon Certification of Remedial Action Completion by EPA under ¶ 7.9 of the SOW; (b) are conditioned on the satisfactory performance by Settling Work and Settling Funding Defendants of their obligations under this Decree; (c) extend to the successors of each Settling Work and Settling Funding Defendant but only to the extent that the alleged liability of the successor of the Settling Work and Settling Funding Defendant is based

solely on its status as a successor of the Settling Work or Settling Funding Defendant; and (d) do not extend to any other person. The covenants for each Settling Cash-Out Defendant under ¶¶ 66 and 67 (a) take effect upon the Effective Date; (b) are conditioned on the satisfactory performance by the Settling Cash-Out Defendant of their obligations under this Decree; (c) extend to the successors of the Settling Cash-Out Defendant but only to the extent that the alleged liability of the successor of the Settling Cash-Out Defendant is based solely on its status as a successor of the Settling Cash-Out Defendant; and (d) do not extend to any other person. The covenants for Settling Federal Agencies under ¶¶ 68 and 69: (a) take effect upon the Effective Date except with respect to future liability, for which these covenants take effect upon Certification of Remedial Action Completion by EPA under ¶7.9 of the SOW; (b) are conditioned on the satisfactory performance by Settling Federal Agencies of their obligations in this Decree; and (c) do not extend to any other person.

71. United States' Pre- and Post-certification Reservations.

a. Notwithstanding any other provision of this Decree, the United States reserves, and this Decree is without prejudice to, the right to issue an administrative order or to institute proceedings in this action or in a new action seeking to compel Settling Work Defendants and Settling Funding Defendant, and EPA reserves the right to issue an administrative order seeking to compel Settling Federal Agencies, to perform further response actions relating to the Site, to pay the United States for additional costs of response, or any combination thereof. The United States may exercise this reservation only if, at any time, conditions at the Site previously unknown to EPA are discovered, or information previously unknown to EPA is received, and EPA determines, in consultation with the State, based in whole or in part on these previously unknown conditions or information, that the Remedial Action is not protective of human health or the environment.

b. Before certification of Remedial Action Completion, the information and the conditions known to EPA include only that information and those conditions known to EPA as of the date the November 21, 2014 Record of Decision was signed and set forth in the November 21, 2014 Record of Decision for the Site and the administrative record supporting the Record of Decision; except with respect to cPAH contamination, in which case the information and conditions known to EPA also include that known regarding cPAHs as of the date of the Explanation of Significant Differences signed on September 30, 2021 and set forth in the administrative record supporting the Explanation of Significant Differences.

c. After certification of Remedial Action Completion, the information and the conditions known to EPA include only that information and those conditions known to EPA as of the date of Certification of Remedial Action Completion and set forth in the November 21, 2014 Record of Decision, the administrative record supporting the November 21, 2014 Record of Decision, the post-Record of Decision administrative record, or in any information received by EPA in accordance with the requirements of this Decree prior to Certification of Remedial Action Completion.

d. Any modification, after the Effective Date, of a cleanup level identified in Tables 19 and 20 of the ROD, or to a remedial action level identified in Tables 27 and 28 of the ROD, or the addition of cleanup levels or remedial action levels not included in these Tables may only be the basis for further remedial action if the modification or addition is in a ROD amendment or explanation of significant differences.

72. **State Pre- and Post-certification Reservations.** The State reserves any right it may have under State law to issue an administrative order or to institute proceedings in this

action or in a new action seeking to compel Settling Work Defendants, Settling Funding Defendant, and Settling Federal Agencies to perform further response actions relating to the Site, to pay the State for additional costs of response, or any combination thereof, if factors not known to the State at the time this Decree is entered are discovered and present a previously unknown threat to human health or the environment. Subject to ¶ 81, Settling Work Defendants, Settling Funding Defendant, and Settling Federal Agencies do not waive any defenses to such orders or proceedings. Before certification of Remedial Action Completion, the information and the conditions known to the State include only that information and those conditions known as of the time of entry of this Decree. Such information includes, but is not limited to, the administrative record supporting the ROD, information related to Ecology's source control activities and orders addressing source control or remediation of upland areas related to the Site; and information and conditions known regarding cPAHs as of the date of the Explanation of Significant Differences signed on September 30, 2021. After certification of Remedial Action Completion, the information and the conditions known to the State include the information listed above and the post-ROD administrative record, or as contained in state records as of the date of the Certification of Remedial Action Completion including as related to Ecology's source control activities and orders addressing source control or remediation of upland areas related to the Site, or in any information received by the State in accordance with the requirements of this Decree prior to Certification of Remedial Action Completion.

73. **General Reservations.** Notwithstanding any other provision of this Decree, the United States and the State reserve, and this Decree is without prejudice to, all rights against Settling Defendants, and EPA, the federal natural resource trustees, and the State reserve, and this Decree is without prejudice to, all rights against Settling Federal Agencies, regarding the following, as each reservation applies to each Settling Defendant and each Settling Federal Agency:

- a. liability for failure by Settling Defendants or Settling Federal Agencies to meet a requirement of this Decree;
- b. liability arising from the past, present, or future disposal, release, or threat of release of Waste Material that is or comes to be located, and remains, outside of the Site;
- c. liability based on any Settling Defendant's or Settling Federal Agency's ownership of any facility at the Site when such ownership commences after that Defendant's signature of this Decree;
- d. liability based on any Settling Defendant's or Settling Federal Agency's operation of any facility at the Site when such operation commences after that Settling Defendant's or Settling Federal Agency's signature of this Decree and does not arise solely from a Settling Work Defendant's performance of the Work;
- e. liability based on any Settling Defendant's or Settling Federal Agency's transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage, or disposal of Waste Material at or in connection with the Site, after signature of this Decree by Settling Defendants or on behalf of Settling Federal Agencies, other than as provided in the Record of Decision, under this Decree, or ordered by EPA or the State;
- f. only as to Settling Work Defendants, Settling Funding Defendant, and Settling Federal Agencies, liability, prior to achievement of Performance Standards, for additional response actions that EPA determines are necessary to achieve and maintain Performance Standards or to carry out and maintain the effectiveness of the Remedial Action, but that are not covered by ¶ 11.b;

g. only as to Settling Defendant Earle M. Jorgensen Company, liability for removal action under the Earle M. Jorgensen ASAO for Implementation of a Removal Action and any other CERCLA administrative order issued by EPA to Earle M. Jorgensen Company or entered by EPA and Earle M. Jorgensen Company to implement removal action approved by EPA for the portion of the Site within the Jorgensen Forge Early Action Area;

h. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments; and

i. criminal liability.

74. Subject to ¶¶ 66, 67, 68, and 69, nothing in this Decree limits any authority of Plaintiffs to take, direct, or order all appropriate action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site, or to request a Court to order such action.

XV. COVENANTS BY SETTLING DEFENDANTS AND SETTLING FEDERAL AGENCIES

75. Covenants by Settling Defendants

a. Subject to ¶ 76, Settling Defendants covenant not to sue and shall not assert any claim or cause of action against the United States, or the State, under CERCLA, section 7002(a) of RCRA, the United States Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, MTCA, the State Constitution, State law, or at common law regarding the Site.

b. Subject to ¶ 76, Settling Defendants covenant not to seek reimbursement from the Fund through CERCLA or reimbursement from the United States under any other law for costs regarding the Site.

c. Subject to ¶ 76, Settling Defendants covenant not to seek to recover any costs accrued in implementing the remedial action required by this Decree from the State of Washington; and further, that Settling Defendants will make no claim against any MTCA account for any costs incurred in implementing this Decree. This section does not limit or address funding that may be provided under WAC 173-322A.

76. Settling Defendants' Reservations

a. Notwithstanding any other provision of this Decree, Settling Defendants reserve all rights against Settling Federal Agencies for liability arising from the past, present, or future disposal, release, or threat of release of Waste Material that is or comes to be located, and remains, outside of the Site.

b. The covenants in ¶ 75 do not apply to any claim or cause of action brought, or order issued, after the Effective Date by the United States or the State to the extent such claim, cause of action, or order is within the scope of a reservation under ¶¶ 71, 72, or 73.a through 73.f or 73.h.

c. ***De Minimis/Ability to Pay Waiver.*** Settling Defendants shall not assert any claims and waive all claims or causes of action (including claims or causes of action under sections 107(a) and 113 of CERCLA) that they may have against any third party who enters or has entered into a *de minimis* or “ability-to-pay” settlement with EPA to the extent Settling Defendants’ claims and causes of action are within the scope of the matters addressed in the third party’s settlement with EPA, provided, however, that this waiver does not apply if the third party asserts a claim or cause of action regarding the Site against the Settling Defendants. Nothing in the Decree limits Settling Defendants’ rights under section 122(d)(2) of

CERCLA to comment on any *de minimis* or ability-to-pay settlement proposed by EPA.

d. Notwithstanding any provision in this Consent Decree, Settling Defendant King County reserves its right to continue participating in the Monsanto PCB class action settlement process, *City of Long Beach, et al. v. Monsanto Company, et al.*, U.S. District Court Central District of California, Western Division Case No. 2:16-cv-03493-FMO-A, if still pending, to settle submitted claims. Nothing in this Decree shall be construed to affect the rights of any other party participating in the Monsanto PCB Class Action Settlement process.

77. **Covenant by Settling Federal Agencies.** Settling Federal Agencies shall not seek reimbursement from the Fund through CERCLA or any other law for costs regarding the Site. This covenant does not preclude demand for reimbursement from the Fund of costs incurred by a Settling Federal Agency in the performance of its duties (other than in accordance with this Decree) as lead or support agency under the NCP, or pursuant to an interagency agreement to provide services to EPA to carry out any of its responsibilities under CERCLA.

XVI. EFFECT OF SETTLEMENT; CONTRIBUTION

78. The Parties agree and the Court finds that: (a) the Complaint filed by the United States and the State in this action is a civil action within the meaning of section 113(f)(1) of CERCLA and RCW 70A.305.040; (b) this Decree constitutes a judicially approved settlement under which each Settling Defendant and each Settling Federal Agency has, as of the Effective Date, resolved its liability to the United States within the meaning of sections 113(f)(2) and 113(f)(3)(B) of CERCLA and the State within the meaning of RCW 70A.305.040; and (c) each Settling Defendant and each Settling Federal Agency is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by section 113(f)(2) of CERCLA, and by RCW 70A.305.040(4)(d), or as may be otherwise provided by law, for the “Matters

Addressed” in this Decree. The “Matters Addressed” in this Decree are all response actions taken before the Effective Date or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person (including but not limited to for the Work, Settling Work Defendants’ Past Response Costs, Settling Work Defendants’ Future Response Costs, United States Past Response Costs, United States Future Response Costs, State Past Response Costs, and State Future Response Costs), provided, however, that: (a) if the United States or the State exercises their rights against Settling Defendants (or if EPA or the State assert rights against Settling Federal Agencies) (i) under the reservations in ¶¶ 73.b through 73.f, then the “Matters Addressed” in this Decree will not include those response costs or response actions that are within the scope of the exercised reservation, or (ii) under the reservations in ¶¶ 73.a or 73.g, then, with respect only to the Settling Defendant(s) against whom the United States or the State have exercised their rights, the “Matters Addressed” in this Decree will not include those response costs or response actions that are within the scope of the exercised reservation; and (b) if the United States or the State exercises their rights against Settling Work Defendants or Settling Funding Defendant (or if EPA or the State assert rights against Settling Federal Agencies) under the reservations in ¶¶ 71 and 72, then the “Matters Addressed” in this Decree will not include, as to Settling Work Defendants, Settling Funding Defendant, and Settling Federal Agencies, those response costs or response actions that are within the scope of the exercised reservation, unless the exercise of the reservation in ¶ 71 results in implementation of response actions pursuant to ¶ 11.c and d and the incurrence or payment of the response costs by Settling Work Defendants, by Settling Funding Defendant for its 1.7406% share of such costs (as stated in Appendix D), or by Settling Federal Agencies for their share of such costs (as subsequently agreed upon by Settling Federal Agencies and Settling Work Defendants), in which case the response actions and response costs become “Matters Addressed” under this Decree for the part(ies) which have incurred or paid such response costs (and

provided, however, that, as to the exercise of the reservation in ¶ 71, nothing in this Paragraph shall be construed to prevent Settling Federal Agencies from filing a claim in contribution under CERCLA Section 113(f) against a party that files a CERCLA Section 107(a) claim in order to necessitate the equitable allocation of response costs for the exercised reservation).

79. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Sections 107 or 113 of CERCLA or Sections 7002 and 7003 of RCRA and common law), defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

80. Each Settling Defendant shall, with respect to any suit or claim brought by it for matters related to this Decree, notify DOJ and EPA and the State no later than 60 days prior to the initiation of such suit or claim. Settling Defendant shall, with respect to any suit or claim brought against it for matters related to this Decree, notify DOJ and EPA within 10 days after service of the complaint on such Settling Defendant. In addition, each Settling Defendant shall notify DOJ and EPA within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial.

81. **Res Judicata and Other Defenses.** In any subsequent administrative or judicial proceeding initiated against any Settling Defendant by either Plaintiff for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Defendants, and, with respect to a State proceeding initiated against a Settling Federal Agency, Settling Federal Agencies, shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, claim preclusion (res judicata), issue preclusion (collateral estoppel), claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case.

All other defenses (including, without limitation, defenses based on preemption or lack of authority or on the United States' sovereign immunity) are preserved in this action or any other proceeding.

82. Nothing in this Decree diminishes the right of the United States under section 113(f)(2) and (3) of CERCLA or the State under RCW 70A.305.040(4)(d) to pursue any person not a party to this Decree to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to section 113(f)(2) and/or by RCW 70A.305.040(4)(d).

XVII. RECORDS

83. **Settling Defendant Certification.** Each Settling Defendant certifies individually that: (a) it has implemented a litigation hold on documents and electronically stored information relating to the Site, including information relating to its potential liability under CERCLA regarding the Site, since the earlier of notification of potential liability by the United States or the State or the filing of suit against it regarding the Site; and (b) it has fully complied with any and all EPA and State requests for information under sections 104(e) and 122(e) of CERCLA, section 3007 of RCRA, and State law.

84. **Settling Federal Agency Acknowledgment.** The United States acknowledges that each Settling Federal Agency: (a) is subject to all applicable federal record retention laws, regulations, and policies; and (b) has certified that it has fully complied with any and all EPA and State requests for information regarding the Site under sections 104(e) and 122(e)(3)(B) of CERCLA, section 3007 of RCRA, and state law.

85. **Retention of Records and Information**

a. Each Settling Defendant shall retain, and instruct their contractors and agents to retain, non-identical copies of the following documents and

electronically stored data (“Records”) until 10 years after the Certification of Work Completion under ¶ 7.10 of the SOW (the “Record Retention Period”):

- (1) All records regarding or related to each Settling Defendant’s liability under CERCLA regarding the Site;
- (2) All reports, plans, permits, and documents submitted to EPA in accordance with this Decree, including all underlying research and data; and
- (3) All data developed by, or on behalf of, Settling Work Defendants in the course of performing the Remedial Action.

b. Settling Work Defendants shall retain all Records regarding the liability of any person under CERCLA regarding the Site during the Record Retention Period that were obtained, provided, or exchanged in connection with the allocation process for the Site.

c. At the end of the Record Retention Period, each Settling Defendant shall notify EPA that it has 90 days to request the Settling Defendant’s Records subject to this Section. Each Settling Defendant shall retain and preserve its Records subject to this Section until 90 days after EPA’s receipt of the notice. These record retention requirements apply regardless of any corporate record retention policy.

86. Each Settling Defendant shall provide to EPA, upon request, copies of all Records required to be retained under this Section. Each Settling Defendant shall also make reasonably available to Plaintiffs, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

87. **Public Records Documenting Waste Materials.** Settling Work Defendants shall maintain and make publicly available records documenting areas where Waste Materials are located vertically and horizontally within the Site, including maps or other representations of the data.

88. **Privileged and Protected Claims**

a. A Settling Defendant may assert that all or part of a record requested by Plaintiffs is privileged or protected as provided under federal law and under the Washington Uniform Mediation Act, RCW 7.07, in lieu of providing the record, provided that the Settling Defendant complies with ¶ 88.b, and except as provided in ¶ 88.c.

b. If a Settling Defendant asserts a claim of privilege or protection, the Settling Defendant shall provide that Plaintiff with the following information regarding such record: its title; its date; the name, title, affiliation (e.g., company or firm), and address of the author, of each addressee, and of each recipient; a description of the record's contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a record, the Settling Defendant shall provide the record to the Plaintiff in redacted form to mask the privileged or protected portion only. Each Settling Defendant shall retain all records that it claims to be privileged or protected until the Plaintiff has had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in the Settling Defendant's favor.

c. No Settling Defendant shall make any claim of privilege or protection regarding: (1) any data regarding the Site, including all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological or engineering data, or the portion of any other record that evidences conditions at or

around the Site; or (2) the portion of any record that a Settling Defendant is required to create or generate in accordance with this Decree.

89. **Confidential Business Information (CBI) Claims.** A Settling Defendant may claim that all or part of a record provided to a Plaintiff under this Decree is CBI to the extent permitted by and in accordance with section 104(e)(7) of CERCLA and 40 C.F.R. § 2.203(b). Settling Defendant shall segregate and shall clearly identify all records or parts thereof submitted under this Decree for which it claims is CBI by labeling each page or each electronic file “claimed as confidential business information” or “claimed as CBI.” Records that a Settling Defendant claims to be CBI will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no CBI claim accompanies records when they are submitted to a Plaintiff, or if EPA notifies the Settling Defendant that the records are not entitled to confidential treatment under the standards of section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such records without further notice to the Settling Defendant.

90. In any proceeding under this Decree, validated sampling or monitoring data generated in accordance with the SOW and reviewed and approved by EPA, if relevant to the proceeding, is admissible as evidence, without objection.

91. Notwithstanding any provision of this Decree, Plaintiffs retain all of their information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

XVIII. NOTICES AND SUBMISSIONS

92. All agreements, approvals, consents, deliverables, modifications, notices, notifications, objections, proposals, reports, waivers, and requests specified in this Decree must be in writing unless otherwise specified. Whenever a notice is required to be given or a report or other document is required to be sent by one Party to another under this Decree, it must be sent as specified below. All notices under this Section 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.

As to DOJ on eescdcopy.enrd@usdoj.gov
behalf of EPA: Re: DJ # 90-11-3-07227

and

erika.wells@usdoj.gov and
genevieve.parshalle@usdoj.gov

As to DOJ on MailProcessing_EDS.ENRD@usdoj.gov
behalf of Settling Re: DJ # 90-11-6-19857
Federal Agencies:

and

mark.nieczynski@usdoj.gov

As to EPA: EPA Project Coordinator
hale.elly@epa.gov

EPA Project Coordinator
erdelyi.nasrin@epa.gov

EPA Regional Counsel
yackulic.ted@epa.gov

EPA Regional Counsel
vidargas.nick@epa.gov

Re: Site/Spill ID #s 10NQ and 10XN

As to the Regional
Financial

Management johnson.edward@epa.gov
Officer: Re: Site/Spill ID # 10NQ and 10XN

As to the State: Ecology Project Coordinator
brec461@ecy.wa.gov

Ecology Assistant Attorney General
derek.threet@atg.wa.gov

Ecology Senior Counsel
ivy.anderson@atg.wa.gov

As to Ann Fitzpatrick, Principal Project
Settling Coordinator
Work afitzpatrick@geosyntec.com
Defendants:

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Dave.Schuchardt@seattle.gov

Allison Crowley
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Jason Hamilton
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Joe Flaherty
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Katie Page
kpage@perkinscoie.com

As to
Settling
Cashout Tisha Pagalilauan
Defendants: tpagalilauan@cascadialaw.com

As to
Settling
Funding Vann Ellerbruch, Esq.
Defendant: vann.ellerbruch@lumen.com

XIX. APPENDICES

93. The following appendices are attached to and incorporated into this Decree:

“Appendix A” is the Record of Decision.

“Appendix B” is the SOW.

“Appendix C” is the map of the Site.

“Appendix D” is the complete list of Settling Defendants and Owner Settling Parties (with the exception of the General Services Administration, which is an Owner Settling Party).

“Appendix E” is the RI/FS AOC and SOW as amended.

“Appendix F” is the list of entities and individuals referenced in ¶¶ 39.a and 39.c.

XX. MODIFICATIONS TO DECREE

94. Except as provided in ¶ 11 of the Decree and ¶ 10.5 of the SOW (Approval of Deliverables), nonmaterial modifications to Sections I through XXIV and the Appendices must be in writing and are effective when signed (including electronically signed) by the Parties. Material modifications to Sections I through XXIV and the Appendices must be in writing, signed (including electronically signed) by the Parties, and are effective upon approval by the Court. Notwithstanding the above, modifications that do not affect the rights or obligations of one or more of the Settling Cash-Out Defendants may be executed without the signature(s) of such Settling Cash-Out Defendant(s). As to changes to the remedy, a modification to the Decree, including the SOW, to implement an amendment to the Record of Decision that “fundamentally alters the basic features” of the Remedial Action within the meaning of 40 C.F.R. § 300.435(c)(2)(ii) will be considered a material modification.

XXI. SIGNATORIES

95. The undersigned representative of the United States and each undersigned representative of a Settling Defendant certifies that he or she is fully authorized to enter into the terms and conditions of this Decree and to execute and legally bind such Party to this document.

XXII. PRE-ENTRY PROVISIONS

96. If for any reason the Court should decline to approve this Decree in the form presented, this agreement, except for ¶ 97 and ¶ 98, is voidable at the sole discretion of any Party and its terms may not be used as evidence in any litigation between the Parties.

97. This Decree will be lodged with the Court for at least 30 days for public notice and comment in accordance with section 122(d)(2) of CERCLA and 28 C.F.R. § 50.7. The United States may withdraw or withhold its consent if the comments regarding the Decree disclose facts or considerations that indicate that the Decree is inappropriate, improper, or inadequate.

98. Settling Defendants agree not to oppose or appeal the entry of this Decree.

XXIII. INTEGRATION

99. This Decree constitutes the entire agreement among the Parties regarding the subject matter of the Decree and supersedes all prior representations, agreements, and understandings, whether oral or written, regarding the subject matter of the Decree. Notwithstanding this Paragraph or any other provision of this Decree, this Decree does not supersede the Earle M. Jorgensen ASAO for Implementation of a Removal Action.

XXIV. FINAL JUDGMENT

100. Upon entry of this Decree by the Court, this Decree constitutes a final judgment under Fed. R. Civ. P. 54 and 58 among the Parties.

SO **ORDERED** this ____ day of _____ 20__.

United States District Judge

Signature Page for Consent Decree in *U.S. v. The Boeing Company, et al.* (W.D. Wash.)

FOR THE UNITED STATES:

Dated

Associate Attorney General
U.S. Department of Justice
Environment and Natural Resources Division

Assistant Attorney General
U.S. Department of Justice
Environment and Natural Resources Division

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(OR Bar # 055004)
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Western District of Washington

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Signature Page for Consent Decree in *U.S. v. The Boeing Company, et al.* (W.D. Wash.)

**FOR THE U.S. ENVIRONMENTAL
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Region 10

Calvin Terada
Director
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Nick Vidargas
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Signature Page for Consent Decree in *U.S. v. The Boeing Company, et al.* (W.D. Wash.)

FOR THE STATE OF WASHINGTON

Laura Watson, Director of Ecology

Andy Fitz, Assistant Attorney General

Ivy Anderson, Assistant Attorney General

Derek Threet, Assistant Attorney General

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

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

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Corporation Service Company
Title: Registered Agent for Service of Process for
Company: The Boeing Company
Address: 300 Deschutes Way SW, Suite 208
Tumwater, WA 98501
Phone: 800-927-9800
Email: SOP@cscglobal.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: THE CITY OF SEATTLE

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

Dated Name: Ann Davison
 Title: City Attorney
 Address: 701 5th Ave., Suite 2050
 Seattle, WA 98104

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Laura Wishik
Title: Assistant City Attorney
Company: Seattle City Attorney's Office
Address: 701 5th Ave., Suite 2050
 Seattle, WA 98104-7095
Phone: 206-684-8199
Email: Laura.Wishik@Seattle.gov

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: DUWAMISH SHIPYARD, INC.

12/20/24

Dated

Kyle McCleary
Name: Kyle McCleary
Title: Secretary/Treasurer
Address: 22014 7th Avenue South, Suite 204
Des Moines, WA 98198

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Kim Maree Johannessen
Title: President
Company: Johannessen & Associates, P.S.
Address: 5413 Meridian Avenue North, Suite B
Seattle, WA 98103
Phone: (206) 632-2000
Email: kmj@johanassoc.com

CONSENT DECREE - 89

U.S. DEPARTMENT OF JUSTICE
Environment and Natural Resources Division
7600 Sand Point Way NE
Seattle, WA 98115

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: PHARMACIA LLC

January 7, 2025 Molly M. Jones
Dated Name: ~~Drew Reavis~~ Molly M. Jones
Title: ~~Head of North America Environmental and Sustainability~~ Sr. Assistant General Counsel
Bayer U.S. LLC
Address: 800 North Lindbergh Blvd
St. Louis, MO 63167

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Connie Sue Martin
Title: Attorney
Company: Schwabe Williamson & Wyatt
Address: 1420 5th Ave., Suite 3400
Seattle, WA 98101
Phone: 206-407-1556
Email: csmartin@schwabe.com

CONSENT DECREE - 90

U.S. DEPARTMENT OF JUSTICE
Environment and Natural Resources Division
7600 Sand Point Way NE
Seattle, WA 98115

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: CONTINENTAL HOLDINGS INC.

12-20-2024



Dated

Name: MARCY HERONIMUS
Title: ASSISTANT SECRETARY
Address: 931 14TH STREET, 9TH FLOOR
DENVER, CO 80202

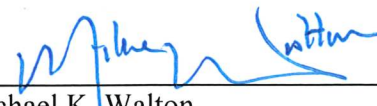
If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Company: CT Corporation System
Address: 2232 Dell Range Blvd., Ste. 200
Cheyenne, WY 82009

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: PACCAR INC

Jun. 7, 2025
Dated


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

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.


Name: Andy F. Rigel
Title: Attorney
Company: Hillis Clark Martin & Peterson P.S.
Address: 999 Third Avenue, Suite 4600
Seattle, WA 98104
Phone: (206) 470-7643
Email: andy.rigel@hcmp.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: SEATTLE BOILER WORKS, INC.

1-7-25


Dated


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

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

1-7-25

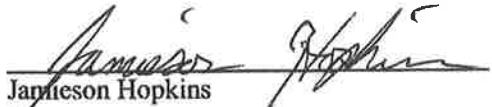
Dated


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

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

1-7-25

Dated


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

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, these Settling Defendants agree to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **These Settling Defendants hereby designate the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** These Settling Defendants understand that they do not need to file an answer to the complaint until they have executed the waiver of service or otherwise have been served with the complaint.

Name: John J. Houlihan Jr./ John (JT) Cooke
Title: Outside Counsel to Seattle Boiler Works, Inc.
Company: Houlihan Law P.C.
Address: 100 N. 35th Street
Seattle, WA 98103

CONSENT DECREE - 93

U.S. DEPARTMENT OF JUSTICE
Environment and Natural Resources Division
7600 Sand Point Way NE
Seattle, WA 98115

Phone: (206)547-5052
Email: john@houlihan-law.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

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

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, these Settling Defendants agree to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **These Settling Defendants hereby designate the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** These Settling Defendants understand that they do not need to file an answer to the complaint until they have executed the waiver of service or otherwise have been served with the complaint.

Name: Douglas Steding
Title: Managing Partner
Company: Northwest Resource Law PLLC
Address: 71 Columbia Street, Suite 325
Seattle, WA 98104
Phone: (206) 971-1567

CONSENT DECREE - 95

U.S. DEPARTMENT OF JUSTICE
Environment and Natural Resources Division
7600 Sand Point Way NE
Seattle, WA 98115

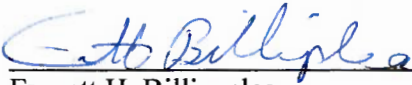
Email: dsteding@nwresource.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

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

**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

CONSENT DECREE - 97


U.S. DEPARTMENT OF JUSTICE
Environment and Natural Resources Division
7600 Sand Point Way NE
Seattle, WA 98115

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: LYNDEN TRANSPORT, INC.

12/20/2024

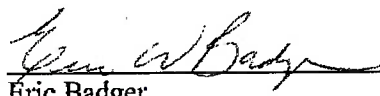
Dated


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

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


CONSENT DECREE - 98

U.S. DEPARTMENT OF JUSTICE
Environment and Natural Resources Division
7600 Sand Point Way NE
Seattle, WA 98115

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

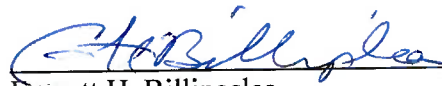
FOR: BERING MARINE CORPORATION

12/20/2024
Dated


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

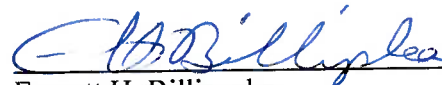
FOR: 7100 1ST AVE. S, SEATTLE, LLC

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

**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
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

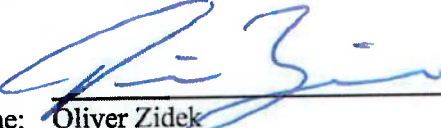
CONSENT DECREE - 100

U.S. DEPARTMENT OF JUSTICE
Environment and Natural Resources Division
7600 Sand Point Way NE
Seattle, WA 98115

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*


FOR: NORTHLAND SERVICES, INC.

12/20/2024
Dated


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

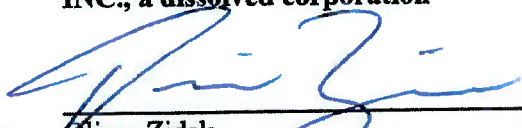
**FOR: NORTHLAND SERVICES, INC., ON
BEHALF OF NAKNEK BARGE LINES, LLC,
a dissolved company**

12/20/2024
Dated


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

**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

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, these Settling Defendants agree to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **These Settling Defendants hereby designate the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** These Settling Defendants understand that they do not need to file an answer to the complaint until they have executed the waiver of service or otherwise have been served with the complaint.

CONSENT DECREE - 101


U.S. DEPARTMENT OF JUSTICE
Environment and Natural Resources Division
7600 Sand Point Way NE
Seattle, WA 98115

Name: Tisha Pagalilauan
Title: Legal Counsel
Company: Cascadia Law Group
Address: 1201 Third Avenue, Suite 320
Seattle, WA 98101
Phone: (206) 292-2647
Email: tpagalilauan@cascadialaw.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*


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

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, these Settling Defendants agree to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **These Settling Defendants hereby designate the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** These Settling Defendants understand that they do not need to file an answer to the complaint until they have executed the waiver of service or otherwise have been served with the complaint.

Name: Joshua Lipsky
Title: Legal Counsel
Company: Cascadia Law Group
Address: 1201 Third Avenue, Suite 320
Seattle, WA 98101
Phone: (206) 292-2633
Email: JLIPSKY@CASCADIALAW.COM

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

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

FOR: SURPLUS ITEMS INC.

Dated

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

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, these Settling Defendants agree to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **These Settling Defendants hereby designate the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** These Settling Defendants understand that they do not need to file an answer to the complaint until they have executed the waiver of service or otherwise have been served with the complaint.


Name: Paula Jantzen
Title: Director
Company: Ryan Whaley PLLC
Address: 400 North Walnut Avenue
Oklahoma City, OK 73104
Phone: (405) 239-6040
Email: pjantzen@ryanwhaley.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: HOLCIM (US) INC.

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

FOR: SURPLUS ITEMS INC.

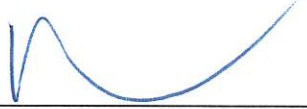
1.6.2025
Dated Name: 
 Title: Assistant Secretary
 Address: 6211 N. Ann Arbor Road
 Dundee, MI 48131

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, these Settling Defendants agree to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **These Settling Defendants hereby designate the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** These Settling Defendants understand that they do not need to file an answer to the complaint until they have executed the waiver of service or otherwise have been served with the complaint.

Name: Paula Jantzen
Title: Director
Company: Ryan Whaley PLLC
Address: 400 North Walnut Avenue
 Oklahoma City, OK 73104
Phone: (405) 239-6040
Email: pjantzen@ryanwhaley.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

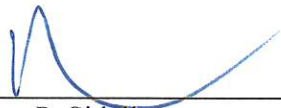
**FOR: SEATTLE IRON & METALS
CORPORATION**



Dated
12-30-24

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

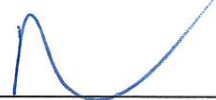
FOR: THE SHALMAR GROUP, LLC



Dated
12-30-24

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


FOR: SHALMAR 08, LLC



Dated
12-30-24

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

FOR: SIMCO PROPERTIES, LLC



Dated
12-30-24

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

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, Settling Defendants agree to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **These Settling Defendants hereby designate the agent below to accept service of the complaint by mail and to execute the**


Rule 4 waiver of service. Settling Defendants understand that they do not need to file an answer to the complaint until they have executed the waiver of service or otherwise have been served with the complaint.

Name: Alexandra Kleeman
Title: Attorney
Company: Hillis Clark Martin & Peterson P.S.
Address: 999 Third Avenue, Suite 4600
Seattle, WA 98104
Phone: (206) 470-7697
Email: alexandra.kleeman@hcmp.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: EARLE M. JORGENSEN COMPANY

1/8/2025
Dated _____


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

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Scott H. Reisch
Title: Partner
Company: Hogan Lovells US LLP
Address: 1601 Wewatta St. Ste. 900
Denver, CO 80202
Phone: (303) 899-7355
Email: scott.reisch@hoganlovells.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

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

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Sanaa Almarayati

Title: Manager Legal Services

Company: Linde Inc.

Address: 10 Riverview Drive

Danbury, CT 06810

Phone: 203-837-2046

Email: sanaa.almarayati@linde.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

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

FOR: NORTHWEST AGGREGATES CO.

1/6/2025

Dated

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

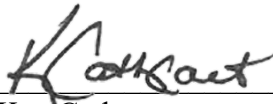
If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, these Settling Defendants agree to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **These Settling Defendants hereby designate the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** These Settling Defendants understand that they do not need to file an answer to the complaint until they have executed the waiver of service or otherwise have been served with the complaint.

Name: Deborah Murphey
Title: Associate General Counsel
Company: Glacier Northwest, Inc.
Address: 2025 E Financial Way
Glendora, CA 91741
Phone: 626-852-6293
Email: dmurphey@calportland.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

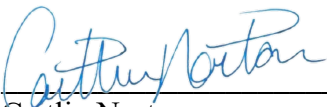
**FOR: HOLCIM CANADA HOLDINGS LLC
(f/k/a LAFARGE NORTH AMERICA
INC.)**

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

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, these Settling Defendants agree to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **These Settling Defendants hereby designate the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** These Settling Defendants understand that they do not need to file an answer to the complaint until they have executed the waiver of service or otherwise have been served with the complaint.

Name: Steven C. Kohl
Title: Of Counsel
Company: Warner Norcross + Judd LLP
Address: 2715 Woodward Avenue, Suite 300
Detroit, MI 48201
Phone: 248-568-1123
Email: skohl@wnj.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: INTERNATIONAL PAPER COMPANY

01/08/2025

Dated

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

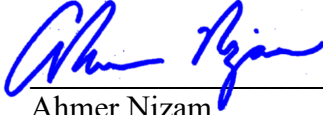
If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Brian E. Heim
Title: General Counsel, EHS & Sustainability
Company: International Paper Company
Address: 6400 Poplar Avenue
Memphis, TN 38197
Phone: 901-419-3824
Email: brian.heim@ipaper.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

**FOR: WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION**

December 20, 2024
Dated


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

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Yasmine L. Tarhouni
Title: Assistant Attorney General
Company: Office of Attorney General, Washington State
Transportation and Public Construction
Division
Address: P.O. Box 40113
Olympia, WA 98504-0113
Phone: (360) 753-6130
Email: serviceATG@atg.wa.gov
tpcEF@atg.wa.gov

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: SILVER BAY LOGGING, INC.

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

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Laura Maffei
Title: Partner
Company: Cable Huston LLP
Address: 1455 SW Broadway, Suite 1500
Portland, OR 97201-3412
Phone: (503) 224-3092
Email: lmaffei@cablehuston.com

CONSENT DECREE - 113

U.S. DEPARTMENT OF JUSTICE
Environment and Natural Resources Division
7600 Sand Point Way NE
Seattle, WA 98115

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

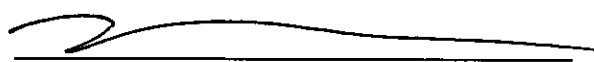
FOR: BOYER TOWING, INC.

12/30/24
Dated


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


FOR: BOYER LOGISTICS, INC.

12/30/24
Dated


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

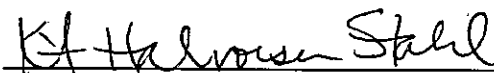
FOR: BOYER HALVORSEN

12/30/24
Dated


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

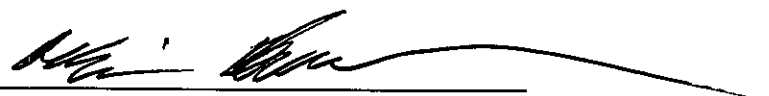
FOR: KIRSTEN HALVORSEN STAHL

12-27-24
Dated


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

FOR: MAIA HALVORSEN

1-02-25
Dated


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


If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, these Settling Defendants agree to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **These Settling Defendants hereby designate the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** These Settling Defendants understand that they do not need to file an answer to the complaint until they have executed the waiver of service or otherwise have been served with the complaint.

Name: Kim Maree Johannessen
Title: President
Company: Johannessen & Associates, P.S.
Address: 5413 Meridian Avenue North, Suite B
Seattle, WA 98103
Phone: (206) 632-2000
Email: kmj@johanassocs.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*


FOR: SEATAC MARINE PROPERTIES, LLC

Jan 6, 2025
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


If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, these Settling Defendants agree to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **These Settling Defendants hereby designate the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** These Settling Defendants understand that they do not need to file an answer to the complaint until they have executed the waiver of service or otherwise have been served with the complaint.

Name: Douglas Steding
Title: Managing Partner
Company: Northwest Resource Law PLLC
Address: 71 Columbia Street, Suite 325
Seattle, WA 98104
Phone: (206) 971-1567
Email: dsteding@nwresourcelaw.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: PUGET SOUND ENERGY, INC.

12/19/24
Dated


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

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Courtney Seim
Title: Partner
Company: Seyfarth Shaw LLP
Address: 999 Third Ave., Suite 4700
Seattle, WA 98104
Phone: 206-946-4913
Email: cseim@seyfarth.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

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

Signed by:

Craig Baldauf

93381AB941C94EA

1/2/2025

Dated

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

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.


Company: Corporation Service Company
Address: 2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833-3505
Phone: 1.800.927.9800

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

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


If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: John J. Houlihan Jr./ John (JT) Cooke
Title: Outside Counsel to ConGlobal Industries, LLC
Company: Houlihan Law P.C.
Address: 100 N. 35th Street
Seattle, WA 98103
Phone: (206)547-5052
Email: john@houlihan-law.com; jt@houlihan-law.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*


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

1/6/25
Dated


Name: Nina E. Butler
Title: VP, Chief Environmental Officer and
Deputy General Counsel
Address: 1000 Abernathy Road NE
Atlanta, GA 30328

FOR: WESTROCK SERVICES, LLC

1/6/25
Dated


Name: Nina E. Butler
Title: VP, Chief Environmental Officer and
Deputy General Counsel
Address: 1000 Abernathy Road NE
Atlanta, GA 30328

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, these Settling Defendants agree to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **These Settling Defendants hereby designate the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** These Settling Defendants understand that they do not need to file an answer to the complaint until they have executed the waiver of service or otherwise have been served with the complaint.

Name: David C. Weber
Title: Principal
Company: Beveridge & Diamond, P.C.
Address: 600 University Street, Suite 1601
Seattle, WA 98101
Phone: 206-315-4800
Email: dweber@bdlaw.com

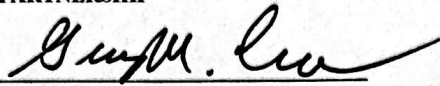
CONSENT DECREE - 120

U.S. DEPARTMENT OF JUSTICE
Environment and Natural Resources Division
7600 Sand Point Way NE
Seattle, WA 98115

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

**FOR: SOUTH PARK MARINA LIMITED
PARTNERSHIP**

12/31/24
Dated


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

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Thomas D. Adams
Title: Attorney
Company: Karr Tuttle Campbell
Address: 701 Fifth Ave., Suite 3300
Seattle, WA 98104
Phone: (206) 223-1313
Email: tadams@karrtuttle.com

CONSENT DECREE - 121

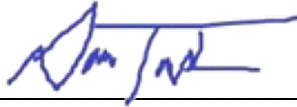
U.S. DEPARTMENT OF JUSTICE
Environment and Natural Resources Division
7600 Sand Point Way NE
Seattle, WA 98115

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: ASH GROVE CEMENT COMPANY

12/27/2024

Dated



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

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Joshua Lipsky
Title: Legal Counsel
Company: Cascadia Law Group
Address: 1201 Third Avenue, Suite 320
Seattle, WA 98101
Phone: (206) 292-2633
Email: jlipsky@cascadialaw.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

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

1/8/2025
Dated



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


If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Eric L. Christensen
Title: Principal
Company: Beveridge & Diamond P.C.
Address: 600 University Street, Suite 601
Seattle, Washington 98101
Phone: 206-315-3025
Email: echristensen@bdlaw.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

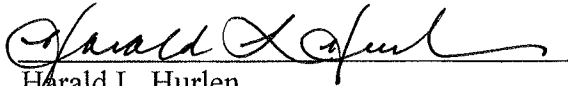
FOR: HARALD L. HURLEN

Dated
27 DEC 2024


Name: Harald L. Hurlen
Address: 2505 School Street
Solvang, CA 93463


FOR: HURLEN CONSTRUCTION COMPANY

Dated
27 DEC 2024


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

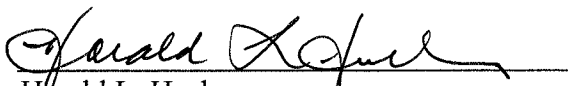
FOR: HURLEN LOGISTICS, LLC, a dissolved company

Dated
27 DEC 2024


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

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

Dated
27 DEC 2024


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

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, these Settling Defendants agree to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **These Settling Defendants hereby designate the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** These Settling Defendants understand that they do not need to file an answer to the complaint until they have executed the waiver of service or otherwise have been served with the complaint.

CONSENT DECREE - 124

U.S. DEPARTMENT OF JUSTICE
Environment and Natural Resources Division
7600 Sand Point Way NE
Seattle, WA 98115

Name: Alexandra Kleeman
Title: Attorney
Company: Hillis Clark Martin & Peterson P.S.
Address: 999 Third Avenue, Suite 4600
Seattle, WA 98104
Phone: (206) 470-7697
Email: alexandra.kleeman@hcmp.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

**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

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, these Settling Defendants agree to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **These Settling Defendants hereby designate the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** These Settling Defendants understand that they do not need to file an answer to the complaint until they have executed the waiver of service or otherwise have been served with the complaint.

Name: Patrick M. Paulich
Title: Of Counsel
Company: Betts Patterson & Mines, P.S.
Address: 701 Pike St., #1025
Seattle, WA 98101-3915
Phone: (206) 268-8651
Email: ppaulich@bpmlaw.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: WEYERHAEUSER COMPANY

1/7/2025

Dated

Name: Kristy T. Harlan

Title: SVP General Counsel & Corporate Secretary

Address: 220 Occidental Ave S, Seattle, WA 98104

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Jeffrey C. Miller

Title: Counsel for Weyerhaeuser Company

Company: Miller Nash LLP

Address: 1140 SW Washington St, Ste 700
Portland, OR 97205

Phone: (503) 205-2542

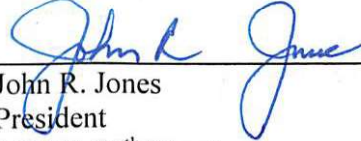
Email: jeff.miller@millernash.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: DELTA MARINE INDUSTRIES, INC.

12/30/24
Dated

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



If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Clark J. Davis
Title: Attorney
Company: Davis Law Office, PLLC
Address: 7191 Wagner Way NW, Suite 202
Gig Harbor, WA 98335
Phone: 253-858-9422
Email: cdavis@cjd-law.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

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

1/4/25
Dated

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


If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: E. Sean Griggs
Title: Attorney
Company: Barnes & Thornburg LLP
Address: 11 South Meridian Street
Indianapolis, IN 46204
Phone: (317) 231-7793
Email: sean.griggs@btlaw.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: BALL CORPORATION

1.3.25
Dated _____

Name:  _____
Title: Chief Legal Officer
Address: 9200 W. 108th Circle
Westminster, CO 80021

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Katie C. Gannon
Title: Principal
Company: Bressler, Amery & Ross, P.C.
Address: 325 Columbia Turnpike
Florham Park, NJ 07932
Phone: 973.937.6726
Email: kgannon@bressler.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: BAYER CROPSCIENCE INC.

January 7, 2025
Dated

Name: Molly M. Jones
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

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Connie Sue Martin
Title: Attorney
Company: Schwabe Williamson & Wyatt
Address: 1420 5th Ave., Suite 3400
Seattle, WA 98101
Phone: 206-407-1556
Email: csmartin@schwabe.com


CONSENT DECREE - 131

U.S. DEPARTMENT OF JUSTICE
Environment and Natural Resources Division
7600 Sand Point Way NE
Seattle, WA 98115

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: BNSF RAILWAY COMPANY

1/2/25
Dated


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

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Denise L. Ashbaugh
Title: Attorney
Company: Arete Law Group, PLLC
Address: 1218 Third Avenue, Suite 2100
Seattle, WA 98101
Phone: (206) 428-3252
Email: dashbaugh@aretelaw.com

CONSENT DECREE - 132

U.S. DEPARTMENT OF JUSTICE
Environment and Natural Resources Division
7600 Sand Point Way NE
Seattle, WA 98115

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

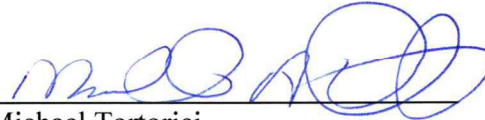
FOR: CENTERPOINT 8801 MARGINAL LLC

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



If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: John J. Houlihan Jr./ John (JT) Cooke
Title: Outside Counsel to Centerpoint 8801 Marginal
LLC
Company: Houlihan Law P.C.
Address: 100 N. 35th Street
Seattle, WA 98103
Phone: (206)547-5052
Email: john@houlihan-law.com; jt@houlihan-
law.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

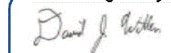
FOR: FORD MOTOR COMPANY

Jan-05-2025

Dated

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

DocuSigned by:



22B1409E26D7402...

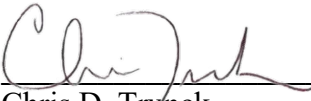
If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Kristen Klick
Title: Attorney, Environmental
Company: Ford Motor Company
Address: Office of the General Counsel
One American Road
Dearborn, Michigan 48126
Phone: 313-920-2129
Email: kklick@ford.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*


**FOR: GENERAL RECYCLING OF
WASHINGTON, LLC**

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

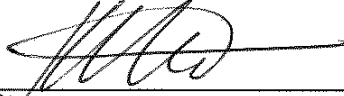
If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, these Settling Defendants agree to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **These Settling Defendants hereby designate the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** These Settling Defendants understand that they do not need to file an answer to the complaint until they have executed the waiver of service or otherwise have been served with the complaint.

Name: Christopher J. Esbrook
Title: Partner
Company: Esbrook P.C.
Address: 321 N. Clark St., Suite 1930
Chicago, IL 60654
Phone: 312-319-7681
Email: christopher.esbrook@esbrook.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: CHIYODA CORPORATION

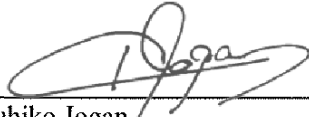
1/7/2025
Dated


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

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, these Settling Defendants agree to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **These Settling Defendants hereby designate the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** These Settling Defendants understand that they do not need to file an answer to the complaint until they have executed the waiver of service or otherwise have been served with the complaint.

Name: Clark J. Davis
Title: Attorney
Company: Davis Law Office, PLLC
Address: 7191 Wagner Way NW, Suite 202
Gig Harbor, WA 98335
Phone: 253-858-9422
Email: cdavis@cjd-law.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

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

Signed by:

1180D8A141DE4B3

Dated
1/3/2025

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

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Jeffrey Bilanko
Title: Partner
Company: Carroll, Biddle, & Bilanko, PLLC
Address: 411 W. Mercer St.
Seattle, WA 98119
Phone: 206-338-1496
Email: jbilanko@cbblegal.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: FOX AVENUE BUILDING, LLC

Dated

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

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Name: Alexandra Kleeman
Title: Attorney
Company: Hillis Clark Martin & Peterson P.S.
Address: 999 Third Avenue, Suite 4600
Seattle, WA 98104
Phone: (206) 470-7697
Email: alexandra.kleeman@hcmp.com

CONSENT DECREE - 139

U.S. DEPARTMENT OF JUSTICE
Environment and Natural Resources Division
7600 Sand Point Way NE
Seattle, WA 98115

RESPONSE COST SETTLEMENT AND IMPLEMENTATION AGREEMENT FOR LOWER DUWAMISH WATERWAY SUPERFUND SITE

This **Agreement** is made as of the **Effective Date**¹ between and among The **Boeing Company**, the **City of Seattle**, and **King County** (collectively, “**Performing Parties**”) whose authorized representatives have executed counterparts of this **Agreement**.

RECITALS

WHEREAS, the **EPA**, pursuant to its authority under **CERCLA**, listed the **LDW Site** on the National Priorities List on September 13, 2001;

WHEREAS, the **City of Seattle**, **King County**, **Port of Seattle**, and The **Boeing Company** entered into the **LDWG MOA** to form a performing **PRP** group referred to as **LDWG** in June 2000. **LDWG** members shortly thereafter each entered into an **AOC** with **EPA** and **Ecology**, which required **LDWG** members to perform a **RI/FS** for the **LDW Site**. The **AOC** has since been amended several times to require **LDWG** members to perform other studies and a portion of the design work for the **LDW Site**. Some of that work is ongoing;

WHEREAS, following **LDWG**’s completion of the **RI/FS** and **EPA**’s issuance of a Proposed Plan, **EPA** issued a **ROD** in November 2014, which sets forth the remedy for remediation of the **LDW Site**;

WHEREAS, the **LDWG** members plus around 40 other parties entered into the **Allocation MOA**, which became effective on April 25, 2014 and was later amended multiple times, for the purpose of developing recommended shares of costs incurred to perform the **Work** under the **AOC**, other **Work** required by **EPA** or **Ecology**, and costs to be incurred in the future relating to remediation of the **LDW Site**;

WHEREAS, pursuant to the **Allocation MOA**, the **Allocation Parties** hired the **Allocator** for the purpose of making a recommendation of each **Allocation Party**’s allocated share of costs for the **LDW Site**;

WHEREAS, the **Allocation Parties** participated in the **Allocation Process** contemplated by the **Allocation MOA** and the **Allocator** issued a **Final Allocation Report** which, among other things, set forth the **Allocator**’s recommendation of each **Allocation Party**’s allocated share of costs;

WHEREAS, the **Port** withdrew from the **Allocation Process** and from **LDWG** in July 2022; the remaining **LDWG** members continue to perform and the **Port** continues to fund its share of ongoing **Work** under the **AOC** pursuant to the terms of the **LDWG MOA**, though the **AOC** will terminate per the terms of the Sixth Amendment to the **AOC** on the date the **Consent Decree** is entered by a federal court;

¹ All bolded terms are defined in the Definitions section.

WHEREAS, except for the **Port** and **Hanson**, all of the **Allocation Parties**, including the remaining **LDWG** members, accepted their **FAR Shares** for the purpose of settlement negotiations;

WHEREAS, **Hanson** previously settled with the **LDWG** members and others in bankruptcy proceedings;

WHEREAS, the remaining **LDWG** members have expressed the intent to serve as **Performing Parties** for implementation of the **LDW Site** remedy;

WHEREAS, the remaining **LDWG** members and other parties have negotiated a **Consent Decree** with **EPA** and **Ecology**, which is anticipated to be entered in federal court;

WHEREAS, to allow implementation of the **LDW Site** remedy to proceed on schedule, on July 18, 2024, **EPA** issued a “bridge” **UAO** to the remaining **LDWG** members;

WHEREAS, the remaining **LDWG** members in September 2024 amended the **LDWG MOA** for a ninth time to cover their cooperation and cost sharing to implement the **UAO**, and intend for this **Agreement** to supersede the **LDWG MOA** including all amendments thereto upon the **Effective Date** of the **Consent Decree** that supersedes the **UAO**;

WHEREAS, instead of participating in the performance of the remedy selected by **EPA** in the **ROD**, the remaining **Allocation Parties** negotiated settlements to resolve their liability for the cleanup of the **LDW Site** by paying **Settlement Funds** to the **Performing Parties** either as one-time lump sum payments (**Cash Out Parties**) or on a pay-as-you-go basis (**Funding Party**);

WHEREAS, the **Performing Parties** have negotiated a settlement with the **Settling Federal Agencies**, terms of which are contained in the **Consent Decree**, and may reach settlements regarding **Response Costs** for the **LDW Site** with other parties, such as the **Port** and parties who did not participate in the allocation process.

NOW, THEREFORE, in consideration of the foregoing, the **Performing Parties** mutually agree as follows:

A. **Definitions**

1. “**Agreement**” means this Response Cost Settlement and Implementation Agreement for Lower Duwamish Waterway Superfund Site.

2. “**Allocation MOA**” means the Alternative Dispute Resolution Memorandum of Agreement for the **Allocation Process** signed by 25 parties as of April 25, 2014 and later amended to add more parties and make additional changes. This definition is inclusive of all amendments to the **Allocation MOA**.

3. “**Allocation Parties**” means the parties that entered into the **Allocation MOA** and have participated in the **Allocation Process**; the composition of the **Allocation Parties** has changed over time.

4. “**Allocation Process**” means the alternative dispute resolution process conducted pursuant to the **Allocation MOA**.

5. “**Allocator**” means the practicing attorney with substantial experience with **CERCLA** and allocating costs between **PRPs** who was hired to provide a recommended allocation of responsibility among the **Allocation Parties** and others for costs associated with the **LDW Site**.

6. “**AOC**” means the Administrative Order on Consent executed by **LDWG** members, **EPA**, and **Ecology** in December 2000, and all amendments thereto.

7. “**Boeing**” means The Boeing Company.

8. “**Cash Out Party**” (in the singular) or “**Cash Out Parties**” (collectively) shall mean any remaining **Allocation Party** or any other party, other than the **Settling Federal Agencies**, that makes a one-time payment (or in the case of those claiming financial hardship, a limited number of payments) to the **Performing Parties** to resolve its liability at the **LDW Site**.

9. “**CERCLA**” means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq.

10. “**City**” means City of Seattle.

11. “**Consent Decree**” means a consent decree entered in federal court that is signed by the **Performing Parties** and **EPA**, at minimum, and that governs the **Performing Parties’** implementation of the **LDW Site** remedy consistent with the **ROD** and under **EPA** oversight, and including any modifications to the **Work** under Paragraph 11(d) of the **Consent Decree**.

12. “**Confidential Information**” means any portions of any documents or communications exchanged between **Performing Parties** regarding the **Site**, including but not limited to communications concerning the development and implementation of this **Agreement**, the **Work**, or negotiations with **Cash Out Parties** or other **PRPs**, and that are subject to the application of a legal privilege or doctrine or other legal protection from disclosure (including but not limited to the mediation privilege, joint-defense privilege, attorney-client or work-product privilege), and that have not been disclosed in a manner that is a waiver of the applicable privilege (absent any unauthorized or unintentional disclosure).

13. “**Contracting LDWG Member**” means a member of **LDWG** (i.e., a **Performing Party**) that the **LDWG** members (**Performing Parties**) agree should contract with a consultant or contractor to manage or perform any part of the **Work** and who does so.

14. “**County**” means King County.

15. “**Covered Matters**” means claims or liabilities for **Past Costs**, **Interim Costs**, **Future Costs**, and other costs incurred by remaining **LDWG** members to implement orders regarding the **Early Action Areas**.

16. “**Early Action Areas**” means the five areas of the **LDW Site** identified in the **ROD** where early cleanup was performed: Duwamish Diagonal CSO/SD, Slip 4, Plant 2/Jorgensen Forge, Terminal 117, and Norfolk CSO/SD.

17. “**Ecology**” means the Washington State Department of Ecology.

18. “**Effective Date**” means the date this **Agreement** takes effect, which is the date when the **Consent Decree** has been entered by the Court. The **Performing Parties** may unanimously agree in writing to change the definition of **Effective Date** at any time after they execute this **Agreement**.

19. “**EPA**” means the United States Environmental Protection Agency.

20. “**Final Allocation Report**” or “**FAR**” means the **Final Allocation Report** issued by the **Allocator** in May 2022.

21. “**FAR Shares**” means the shares set forth in Attachment 1 to the **FAR** (entitled “MOA Participants and the United States”).

22. “**Funding Parties**” means **Allocation Parties** or others that settle their liability for **Future Costs** by paying their share of such costs as they are incurred rather than becoming **Cash Out Parties**. As of the date this **Agreement** is signed, Continental Holdings, Inc. is the only **Funding Party**.

23. “**Future Costs**” means **Response Costs** incurred by **Performing Parties** to implement the remedy and meet other requirements of the **Consent Decree**, whether incurred collectively (“**Future Shared Costs**”) or individually (“**Future Individual Costs**”), on or after the **Effective Date**.

24. “**Gap Cost(s)**” means short-term or permanent gaps in funding as a result of some parties who were assigned **FAR Shares** not paying their full **FAR Shares** of **Response Costs** for the **Work**.

25. “**Hanson**” means Hanson Permanente Cement, Inc. and Kaiser Gypsum Co., Inc.

26. “**Individual Costs**” are necessary, NCP-consistent costs other than **Shared Costs** that are incurred on an individual basis by each **Performing Party** to implement the **Work**. The costs incurred by the **City** and **Boeing** to perform the monitoring required by **EPA** in their respective **Early Action Areas** until those **Early Action Areas** are incorporated into the **Site** remedy for long-term monitoring and institutional controls under the **Consent Decree**, Appendix B (Statement of Work) are not considered **Individual Costs** that can be reallocated for purposes of this **Agreement**.

27. “**Interim Costs**” means **Response Costs** incurred by remaining **LDWG** members to implement the **Work** required by the **AOC** or the **UAO** (or incurred in anticipation of the **UAO** or **Consent Decree**) for the period from January 1, 2023 up to the **Effective Date**,

whether incurred collectively (“**Shared Interim Costs**”) or individually (“**Individual Interim Costs**”), and further sub-categorized as follows:

(a) “**Interim AOC Costs**” means **Interim Costs** incurred by the remaining **LDWG** members to perform work required by the **AOC**; and

(b) “**Interim Bridge Costs**” means **Interim Costs** incurred by the remaining **LDWG** members to perform work that was (1) necessary in order to commence construction of the remedy in 2024, (2) not addressed by the **AOC**, and (3) required by or incurred in anticipation of the **UAO** or **Consent Decree** and their attached **SOWs**.

28. “**Joint Contractors/Consultants**” means all of the contractors and consultants hired by **Contracting LDWG Members** to manage or perform any part of the **Work**.

29. “**LDW**” or “**LDW Site**” or “**Site**” means the Lower Duwamish Waterway Superfund Site, which **EPA** listed on the National Priorities List on September 13, 2001, as defined as “**Site**” in the **Consent Decree**.

30. “**LDWG**” means the performing **PRP** group known as the Lower Duwamish Waterway Group, as that group has changed over time (or individually, “**LDWG member**”); **LDWG** originally consisted of the **City**, the **County**, **Boeing** and the **Port**; remaining **LDWG** members following the **Port**’s withdrawal now consist of the **City**, the **County** and **Boeing**, and the three are referred to as either “remaining **LDWG** members” or **Performing Parties** in this **Agreement** based on the point of reference.

31. “**LDWG MOA**” means the Memorandum of Agreement executed by **LDWG** members in 2000, its nine amendments, and future amendments, if any.

32. “**Past Costs**” means **Response Costs** to implement the **AOC** incurred by the remaining **LDWG** members, whether incurred collectively (“**Past Shared Costs**”) or individually (“**Past Individual Costs**”), through December 31, 2022.

33. “**Performing Parties**” means the parties responsible for performing the **Work** required by the **Consent Decree**, which are **Boeing**, the **City**, and the **County** (or individually “**Performing Party**”).

34. “**Performing Party Share**” means the percentage share that results from redistributing 100% of all **FAR Shares** among the **Performing Parties** in proportion to each of their **FAR Shares**. The **Performing Party Shares** are as follows:

| Performing Party | FAR Share | Performing Party Share |
|-------------------------|------------------|-------------------------------|
| Boeing | 30.1091% | 53.5896% |
| City | 17.6774% | 31.4631% |

| | | |
|--------|---------|----------|
| County | 8.3981% | 14.9473% |
|--------|---------|----------|

35. “**Person**” (in the singular) or “**Persons**” (in the plural) shall have the same definition as “person,” as defined in 42 U.S.C. § 9601(21).

36. “**Port**” means the Port of Seattle.

37. “**PRP**” means Potentially Responsible Party as that term is defined in 40 C.F.R. § 304.12.

38. “**Response Actions**” means actions taken at the **LDW Site** in “response” as that term is defined in 40 C.F.R. § 307.14, performed by **LDWG** members or the **Performing Parties** to implement the **AOC**, the **UAO** or **Consent Decree** or in anticipation of the **UAO** or **Consent Decree**, or orders regarding **Early Action Areas**.

39. “**Response Costs**” means costs of “response” as that term is defined in 40 C.F.R. § 307.14 and incurred or paid in connection with **Response Actions**, including any penalties that may be assessed under the **Consent Decree**.

40. “**RI/FS**” means the Remedial Investigation and Feasibility Study prepared for the **LDW Site**.

41. “**ROD**” means the Record of Decision that selected the remedy for the **LDW Site** and was issued by **EPA** in November 2014, and all attachments thereto, as modified by the Explanation of Significant Differences issued by **EPA** in September 2021, and all attachments thereto.

42. “**Settling Party**” or “**Settling Parties**” means all parties that settle their liability for the **LDW Site** with the **Performing Parties**, including **Cash Out Parties**, the **Funding Party**, and the **Settling Federal Agencies**. “**Settlement Funds**” are the funds received from **Settling Parties** pursuant to settlement agreements between **Performing Parties** and **Settling Parties**.

43. “**Settling Federal Agencies**” means the agencies of the United States Government that settle their liability for the **LDW Site** with the **Performing Parties**. The **Settling Federal Agencies** are those that are listed in the **Consent Decree**.

44. “**Shared Costs**,” shall mean necessary, NCP-consistent costs the **Performing Parties** have agreed were or will be incurred for the following: 1) payments, including payments associated with changes to original contracts when the changes are agreed to by the **Performing Parties** or required by **EPA**, to **Joint Contractors/Consultants**; 2) **EPA** and **Ecology** oversight costs invoiced to the **Performing Parties** for the **Work**; 3) costs associated with any **EPA**-required modifications to the SOWs attached to the **AOC**, **UAO**, or **Consent Decree** and incurred for the **Work**; 4) costs associated with implementing changes or additional **Work** required by the **AOC**, **UAO** or **Consent Decree**; 5) costs of a **Contracting LDWG Member’s** staff directly involved with procuring a **Joint Contractor/Consultant**, contract negotiations, project management, construction management, and other related tasks (including

providing subject matter expertise, such as real property, health and safety, archeological, etc. expertise) for the **Work**; 6) costs of developing, negotiating and implementing appropriate access, easement, or tribal agreements, including but not limited to the cost of covering associated indemnities except to the extent of the willful or negligent acts or omissions of any one **Performing Party's** representative(s), as necessary to implement the **Work**; and 7) costs for drafting, negotiating and implementing required institutional controls. The **LDWG Manager** group or Director group may determine by consensus that additional costs should be treated as **Shared Costs**.

45. “**Trust Agreement**” means an agreement between the **Performing Parties** and a trustee (the “**Trustee**”) for the trust required by this **Agreement** and the settlements with the **Settling Parties** (the “**Trust**”), which shall define how the **Trustee** is to manage funds in the **Trust** and perform other tasks.

46. “**UAO**” means the Unilateral Administrative Order issued by **EPA** on July 18, 2024 to all the remaining **LDWG** members for the **LDW Site** to bridge the gap between the timely commencement of cleanup construction and the effective date of the **Consent Decree**, which will thereafter govern continued implementation of the **LDW Site** remedy by the **Performing Parties**.

47. “**Work**” means those actions required to implement the **AOC**, the **UAO** or the **Consent Decree**.

B. Effective Date and Appendices

1. The provisions of this **Agreement** shall take effect upon the **Effective Date**.

2. The following Appendices are attached to and incorporated into this **Agreement**:

- (a) Additional Terms for Settlement Implementation – Lower Duwamish Waterway (Appendix A)
- (b) Amount and Distribution of Settlement Funds (Appendix B)
- (c) Past Cost Reallocation Among Performing Parties (Appendix C)
- (d) Distribution of Orphan Share Relief (Appendix D)

C. Implementation of the Work and Decision-Making

1. The **Performing Parties** agree to perform (or to contract with third parties to perform), to make decisions and to pay for the cost of the **Work** required by the **Consent Decree** consistent with the terms of this **Agreement** including the Additional Terms for Settlement Implementation (Appendix A) and other appendices attached hereto.

2. The **City** and **Boeing** agree to continue to individually perform and pay separately for the monitoring required by **EPA** in their respective **Early Action Areas**, which costs shall not be subject to the cost sharing and reallocation terms of this **Agreement**. After those **Early Action Areas** are incorporated into the **Site** remedy for long-term monitoring and institutional controls under the **Consent Decree**, Appendix B (Statement of Work), such subsequent costs will become subject to the cost sharing and reallocation terms of this **Agreement**.

D. Funding the Work required by the Consent Decree

1. For purposes of settlement and to ensure that 100% of the cost is funded, the **Performing Parties** agree to fund the **Work** required by the **Consent Decree**, including **Gap Costs**, by paying their respective **Performing Party Shares** of the necessary, NCP-consistent costs of that **Work**. Sources of the funds that the **Performing Parties** will use to pay their **Performing Party Shares** include funds received from or paid by other parties for the **Work** in addition to any other available source(s) of funds. This obligation is made subject to subsequent adjustment for certain **Future Costs** under Appendix D only to accomplish the distribution of orphan share relief among the **Performing Parties**.

2. The **Consent Decree** requires the **Performing Parties** to provide one of several specified mechanisms of financial assurance initially in the amount of \$667,842,290. The **City** agrees to perform the demonstration showing it meets the specified financial test under Paragraph 25 of the **Consent Decree**, in order to satisfy the **Consent Decree's** requirement that the **Performing Parties** provide financial assurance. By agreeing to meet the financial test required by the **Consent Decree**, however, the **City** is not agreeing to be responsible for providing funds to cover the **Performing Party Shares** of the **County** and **Boeing** in the event of a work takeover by **EPA**. In the event that **EPA** takes over part or all of the **Work**, each of the **Performing Parties** will be responsible for providing its **Performing Party Share** of the estimated cost for the **Work** being taken over.

3. The **Performing Parties** agree to establish a **Trust** and contract with a **Trustee** to, among other things, hold and manage **Settlement Funds** received, maintain payment records, make payments for the **Work** or reimburse the **Performing Party** that has paid for the **Work**, issue cash calls to the **Funding Party** as needed, and make investments of funds in various designated sub-accounts in accordance with the **Trust Agreement** and the direction of the **Performing Party** for that sub-account.

4. The **Trust** shall have a sub-account for each of the **Performing Parties** that is further separated into sub-accounts for **Past Costs** and **Future Costs**. The **Trust** also shall have a sub-account for the **Funding Party's Future Costs** payments.

(a) Each **Performing Party** may draw upon or direct the **Trustee** to draw upon the funds in its **Future Costs** sub-account only to pay or reimburse for its share of **Future Costs** of the **Work**. In no event, absent **EPA** issuing a Certification of Work Completion pursuant to the **Consent Decree**, may funds be withdrawn from a **Performing Party's Future Costs** sub-account for any purpose other than to pay or reimburse for its share of **Future Costs** of the **Work**.

(b) Each **Performing Party** may either draw upon the funds in its **Past Costs** sub-account to pay or reimburse for its share of **Future Costs** for the **Work** or may direct disbursement of any or all such funds to itself at any point and for any use or purpose in its sole discretion.

(c) Each **Performing Party** may direct the **Trustee** to invest any funds that are in its sub-accounts in accordance with the **Trust Agreement**. Investments of funds in **Future Costs** sub-accounts shall be retained in the **Future Costs** sub-accounts. Investment of funds in **Future Costs** sub-accounts must be maintained in liquid investments.

5. In the event that the provisions of Section N below are invoked against a **Performing Party**, any and all funds in that **Performing Party's Future Costs** sub-account shall remain in the **Trust** and shall be used to pay that **Performing Party's Performing Party Share of Future Costs** until all such funds have been expended.

E. Additional Settlements

1. The **Performing Parties** acknowledge and agree that additional settlements may occur after this **Agreement** is executed. Nothing in this **Agreement** is intended to prohibit the **Performing Parties** from entering into settlement agreements with other parties, including other **Allocation Parties**, that result in those parties becoming **Cash Out Parties** or **Funding Parties** consistent with the terms herein.

F. Division and Distribution of Settlement Funds Received from Settling Parties

1. All amounts due from current **Settling Parties** for **Past Costs** and the amounts due from the **Cash Out Parties** and the **Settling Federal Agencies** for **Future Costs** are set forth in the settlement agreements with those parties and/or the **Consent Decree**. Appendix B states the amounts of such funds that will be distributed to each **Performing Party's** sub-accounts.

2. **Settlement Funds** from **Cash Out Parties**, whether initially paid to the **Trust** or one of the **Performing Parties** under settlement terms, shall be distributed to **Performing Party Trust** sub-accounts as follows:

(a) Funds from **Cash Out Parties** for **Future Costs** (including any premium payments) shall be deposited into each **Performing Party's Future Costs** sub-account according to (i.e., in an amount proportionate to) **Performing Party Shares** as shown in Appendix B or as Appendix B is later modified in writing by unanimous agreement of the **Performing Parties**.

(b) Payments from **Cash Out Parties** for **Past Shared Costs** shall be divided equally among the **Performing Parties**, as shown in Appendix B, with the amounts deposited into each **Performing Party's Past Costs** sub-account.

(c) Payments from **Cash Out Parties** for each **Performing Party's Past Individual Costs**, as shown in Appendix B, shall be deposited into each **Performing Party's Past Costs** sub-account.

3. **Settlement Funds** that the **Performing Parties** receive from the **Funding Party** shall be divided and distributed as follows:

(a) Payments by the **Funding Party** of its share of advance estimated **Future Shared Costs** shall be deposited in a separate sub-account and shall be drawn upon by the **Trustee** to reimburse each **Contracting LDWG Member** for the **Funding Party's FAR Share of Future Shared Costs** as those costs are invoiced by each **Contracting LDWG Member**. The other **Performing Parties** shall pay their respective **Performing Party Shares** of the invoice reduced by the amount drawn from the **Funding Party's** sub-account to pay that invoice.

(b) The **Funding Party's** payments of its share for advance estimated **Future Individual Costs** shall be held in the same **Funding Party** sub-account, which shall also be drawn upon by the **Trustee** to reimburse each **Performing Party** for the **Funding Party's** share of its **Future Individual Costs** as those costs are reallocated on an annual basis among the **Performing Parties**. The **Trustee** shall only draw upon the **Funding Party's** sub-account for **Future Individual Costs** after the **Performing Parties** finalize the amounts of the **Future Individual Costs** to be reallocated per Section G below.

(c) The **Funding Party's** payment for **Past Shared Costs**, in the amount set forth in Appendix B, shall be divided equally among the **Performing Parties** and shall be deposited into each **Performing Party's Past Costs** sub-account.

(d) The **Funding Party's** payment of its **FAR Share** of each **Performing Party's Past Individual Costs**, in the amounts set forth in Appendix B, shall be deposited into each **Performing Party's Past Costs** sub-account.

(e) The **Funding Party's** payment of its **FAR Share** of **Interim Costs** shall be divided among the **Performing Parties** as follows:

(i) The **Funding Party's** payment for **Shared Interim Costs** shall be divided among the **Performing Parties** in the same way as they were paid by the **Performing Parties** (i.e., either equally for **Interim AOC Costs** or according to **Performing Party Shares** for **Interim Bridge Costs**) and shall be deposited into each **Performing Party's Past Costs** sub-account.

(ii) The **Funding Party's** payment for each **Performing Party's Individual Interim Costs** shall be deposited into each **Performing Party's Past Costs Trust** sub-account. The amount shall be determined after the **Performing Parties** finalize the amounts of their **Individual Interim Costs** to be reallocated per Section G below.

4. **Settlement Funds** that the **Performing Parties** receive from the **Settling Federal Agencies** shall be divided and distributed as follows:

(a) The **Performing Parties** shall assign \$132,000,000 of the **Settling Federal Agencies'** total settlement payment of \$140,000,000 to **Future Costs** (which includes the portion that may be considered a premium payment), which amount shall be divided and deposited into each **Performing Party's Future Costs** sub-account according to (i.e., in an amount proportionate to) **Performing Party Shares** as shown in Appendix B.

(b) The **Performing Parties** shall assign \$8,000,000 of the **Settling Federal Agencies'** total settlement payment of \$140,000,000 to **Past Costs**, which amount shall be divided into **Past Shared Costs** and **Past Individual Costs** in proportion to the percentage of each type of costs that make up the total amount (as shown in Appendix B, approximately 73% of the **Past Costs** total is **Shared Costs** and 27% is **Individual Costs**). The resulting amount of the **Settling Federal Agencies'** payment that constitutes **Past Shared Costs** shall be divided equally between the **Performing Parties**. The resulting amount of the **Settling Federal Agencies'** payment that constitutes **Past Individual Costs** shall be divided in proportion to the amount of **Past Individual Costs** incurred by each **Performing Party**. These amounts, which are shown in Appendix B, shall be deposited into each **Performing Party's Past Costs** sub-account.

5. The Disbursement Special Account (as that term is defined in the Paragraph 41 of the **Consent Decree**) funds disbursed by EPA pursuant to the **Consent Decree** shall constitute payment toward **Future Costs** and shall be deposited into each **Performing Party's** respective **Future Costs** sub-account according to (i.e., in amounts proportionate to) **Performing Party Shares**.

G. Reallocation of Costs Among the Performing Parties

1. **Purpose of Reallocation and Disclaimer Regarding Double Recovery**

Reallocation payments made under this Section do not constitute payment for or excuse payment by any non-settling party for its equitable share of **Response Costs**.

2. **Reallocation of Past Costs**

In reallocating **Past Costs** among the **Performing Parties**, each **Performing Party** shall owe its **FAR Share** of each other **Performing Party's Past Shared Costs** and **Past Individual Costs** as determined based on the performance of a net reallocation as set forth in Appendix C. Net reallocation payments for **Past Costs** shall be made within 60 days of the **Effective Date**, and shall be deposited into each **Performing Party's Past Costs** sub-account.

3. **Reallocation of Interim Costs**

(a) **Interim Cost Compilations**

(i) Within 90 days of the **Effective Date**, the **Contracting LDWG Members** shall compile the amount and supporting documentation for all **Shared Interim Costs**.

(ii) Within 90 days of the **Effective Date**, each **Performing Party** shall submit the amount and supporting documentation for its **Individual Interim AOC Costs** and its **Individual Interim Bridge Costs** to the other **Performing Parties** for their review. Each **Performing Party** shall submit in writing any questions or concerns about the **Individual Interim Costs** submitted by the other **Performing Parties** within 60 days of receipt. The **Performing Parties** shall resolve any questions or concerns about **Interim Costs** and finalize the amounts within 210 days of the **Effective Date**.

(b) **Shared Interim AOC Costs**

Each **Performing Party** shall owe its **FAR Share** of each other **Performing Party's Shared Interim AOC Costs** with a net reallocation performed. The **Trustee** shall calculate net reallocation payments and net reallocation payments shall be paid within 60 days of receipt of the **Trustee's** calculation to each **Performing Party's Past Costs** sub-account.

(c) **Individual Interim AOC Costs**

(i) Each **Performing Party's** amount of **Individual Interim AOC Costs** shall be adjusted, if needed, such that no **Performing Party** shall be entitled to an **Individual Interim AOC Costs** amount that is greater than 125% of the **Individual Interim AOC Costs** amount incurred by the **Performing Party** with the lowest **Individual Interim AOC Costs** amount for that year. The resulting amounts (whether or not adjusted) shall be referred to as the **Adjusted Individual Interim AOC Costs Amounts**.

(ii) Each **Performing Party** shall owe its **FAR Share** of each other **Performing Party's Adjusted Individual Interim AOC Costs Amount** with a net reallocation performed.

(iii) The **Trustee** shall calculate net reallocation payments and net reallocation payments shall be paid within 60 days of receipt of the **Trustee's** calculation to each **Performing Party's Past Costs** sub-account.

(d) **Interim Bridge Costs**

(i) No reallocation of **Shared Interim Bridge Costs** will be needed or will occur because each **Performing Party** will have paid its **Performing Party Share** of such costs.

(ii) Each **Performing Party's** amount of **Individual Interim Bridge Costs** shall be adjusted, if needed, such that no **Performing Party** shall be entitled to an **Individual Interim Bridge Costs** amount that is greater than

125% of the **Individual Interim Bridge Costs** amount incurred by the **Performing Party** with the lowest **Individual Interim Bridge Costs** amount for that year. The resulting amounts (whether or not adjusted) shall be referred to as the **Adjusted Individual Interim Bridge Costs Amounts**.

(iii) The **Funding Party's** payment of its **FAR Share** of each **Performing Party's Adjusted Individual Interim Bridge Costs Amount** shall be subtracted from the total amount of that **Performing Party's Adjusted Individual Interim Bridge Costs Amount**. The resulting amounts shall be referred to as **Adjusted Individual Interim Bridge Costs Reallocation Amounts**.

(iv) The **Performing Parties** shall reallocate **Adjusted Individual Interim Bridge Costs Reallocation Amounts** among themselves based on their **Performing Party Shares** (i.e., each **Performing Party** shall pay its **Performing Party Share** of the other **Performing Parties' Adjusted Individual Interim Bridge Costs Reallocation Amounts**).

(v) The **Trustee** shall calculate net reallocation payments and net reallocation payments shall be made within 60 days of receipt of the **Trustee's** calculation to each **Performing Party's Past Costs** sub-account.

4. **Future Costs**

(a) No reallocation of **Future Shared Costs** will be needed or will occur because each **Performing Party** shall pay its **Performing Party Share** of such costs as they are incurred (except as specified in Appendix D only for distribution of orphan share relief).

(b) The following process applies to the reallocation of **Future Individual Costs** among the **Performing Parties**:

(i) Reallocation of **Future Individual Costs** shall occur on an annual basis for the prior year's costs.

(ii) The **Performing Parties** will agree by consensus on the documentation required for **Future Individual Costs**. Each **Performing Party** shall submit the amount and supporting documentation for its **Future Individual Costs** for the prior calendar year to the other **Performing Parties** for their review by April 1 of each year. Each **Performing Party** shall submit in writing any questions or concerns about the **Future Individual Costs** submitted by the other **Performing Parties** by June 1. The **Performing Parties** shall resolve any questions or concerns about **Future Individual Costs**, finalize the amounts and adjust them under Section G(4)(b)(iii) below, and by August 1, provide the documentation to the **Trustee**.

(iii) Each **Performing Party's** amount of **Future Individual Costs** shall be adjusted, if needed, such that no **Performing Party** shall be

entitled to a **Future Individual Costs** amount that is greater than 125% of the **Future Individual Costs** amount incurred by the **Performing Party** with the lowest **Future Individual Costs** amount for that year. The resulting amounts (whether or not adjusted) shall be referred to as the **Adjusted Future Individual Costs Amounts**.

(iv) The **Funding Party's** payment of its **FAR Share** of each **Performing Party's Adjusted Future Individual Costs Amount** shall be subtracted from the total amount of that **Performing Party's Adjusted Future Individual Costs Amount**. The resulting amounts shall be referred to as **Adjusted Future Individual Costs Reallocation Amounts**.

(v) Each **Performing Party** shall owe its **Performing Party Share** of each other **Performing Party's Adjusted Future Individual Costs Reallocation Amount** with a net reallocation performed.

(vi) The **Trustee** shall calculate net reallocation payments and net reallocation payments shall be paid within 60 days of receipt of the **Trustee's** calculation to the **Performing Party's Past Costs** sub-account as relevant.

H. Indemnification and Defense of Cash Out Parties or Other Settling Parties

1. In the event that the **Performing Parties** collectively have agreed or agree to indemnify and defend one or more of the **Cash Out Parties** or any other **Settling Party**, the **Performing Parties** agree to pay for indemnity and defense costs proportionate to their respective **Performing Party Shares**.

2. In the event that a **Performing Party** agrees to individually indemnify and defend one or more of the **Cash Out Parties** or any other **Settling Party**, the other **Performing Parties** shall have no obligation to join or contribute to such indemnity or defense except when otherwise provided for herein.

3. To the extent that the indemnity and defense promise made by any of the **Performing Parties** individually to one or more of the **Settling Parties** in a settlement executed by all the **Performing Parties** is deemed null and void by a court of law, then to the extent permitted by law, that **Performing Party** hereby agrees to compensate the other **Performing Parties** for its share of the associated expenses that the other **Performing Parties** pay for indemnity or defense of one or more of the **Settling Parties** (which would be calculated based on that party's **Performing Party Share**).

I. Application of Orphan Share Waiver

EPA, pursuant to the **Consent Decree**, is waiving some or all of its past or future oversight costs pursuant to EPA's orphan share policy. The application of EPA's orphan share waiver shall be dealt with according to the procedures laid out in Appendix D.

J. Double Recovery

To the extent that any of the **Performing Parties** receives a Double Recovery (as defined in the **Consent Decree** or any agreements with **Settling Parties**) and that **Performing Party** is obligated under the **Consent Decree** or any agreements with **Settling Parties** to reimburse one or more **Settling Parties** for that Double Recovery, it shall be the sole responsibility of the **Performing Party** who received the Double Recovery to pay such reimbursement(s). No **Performing Party** shall be responsible for a Double Recovery received by any other **Performing Party**.

K. No Admission of Liability; Reservation of Rights

1. This **Agreement** is given in compromise of disputed claims, and the obligations provided for by this **Agreement** are not to be construed as an admission of liability on the part of any **Performing Party**. Each of the **Performing Parties** denies any liability to or among the rest of the **Performing Parties**, and this **Agreement**, including the assumption of **Performing Party** roles and **Performing Party Shares**, is solely for the purpose of avoiding potential litigation.

2. Neither this **Agreement**, nor the obligations made pursuant to it, shall be offered as evidence by any person or received into evidence in any forum for any purpose other than the enforcement and/or implementation of the terms of this **Agreement**, except that the existence of the **Agreement** and the **Performing Parties'** agreement to cooperate in implementing the remedy may be offered into evidence in any forum for any purpose.

3. The **Performing Parties** are not through this **Agreement** releasing any claims or demands that any or all of them have or may have against any **Person** other than the other **Performing Parties**, and the **Performing Parties** reserve herein their respective rights to make claims against any and every other **Person**.

4. The **Performing Parties** reserve and may pursue, either jointly or individually, any claims and actions against any non-parties to this **Agreement** (other than those that the **Performing Parties** have collectively or individually agreed to defend and indemnify). The **Performing Parties** agree that the **Performing Party** pursuing such non-party may use portions of the **FAR** that relate to that non-party in settlement negotiations or litigation with that non-party.

(a) Prior to asserting any claims or taking any actions against non-parties to this **Agreement**, the **Performing Parties** will discuss and will endeavor to reach consensus about jointly pursuing such claims or actions. However, such decisions are ultimately up to each **Performing Party**.

(b) In the event that the **Performing Parties** decide to jointly sue one or more parties to recover **Response Costs**, the **Performing Parties** (i) shall pay the fees and costs for any agreed-upon joint representation of **Performing Parties** in such litigation according to their respective **Performing Party Shares**, (ii) shall continue to pay their **Performing Party Shares** of the costs of the **Work**, including any **Gap Costs**, regardless of the shares assigned by the court or shares agreed to as the result of a

settlement of the lawsuit, and (iii) shall disburse any judgment (or settlement) funds received according to the **Performing Party Shares**.

L. Mutual Release, Notices, and Remedies Under This Agreement

1. The **Performing Parties** mutually release each other for **Covered Matters** except for the reservation under Section L(4) below.

2. This **Agreement** may be pleaded as a complete defense to, and may be used as a basis for dismissing, any action purporting to assert a claim or demand for any **Covered Matters** released hereunder.

3. Once this **Agreement** takes effect, then none of the **Performing Parties** shall file claims against each other in any case for the **Covered Matters** except for claims for breach of this **Agreement**. In the event that a **Performing Party** takes an action or brings a claim against another **Performing Party** regarding a breach of this **Agreement**, that **Performing Party** shall not include claims or seek to litigate a **Performing Party's** liability or responsibility in contribution for **Covered Matters** under CERCLA, the Model Toxics Control Act, or common law. Nothing in this **Agreement** is intended to bar enforcement of access agreements entered into pursuant to the **Consent Decree**.

4. **Reservation regarding Early Action Areas.** Boeing and the County believe the **Consent Decree** bars any contribution claim by **Cash Out Party** Earle M. Jorgensen ("EMJ") for Jorgensen Forge **Early Action Area** costs. If a court were to disagree and permit EMJ to bring suit, **Boeing** and the **County** reserve claims between them for such costs; however, **Boeing** and the **County** agree they would endeavor to resolve claims between them through a separate mediation or settlement process, and to present a unified defense against EMJ's claims.

5. All notices required under this **Agreement** shall be in writing and sent by e-mail to a known and active email address as specified below. All notices under this Section 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 **Performing Party** may change the method, person, or address applicable to it by providing notice of such change to all **Performing Parties**.

As to the **City**:

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*As of June 15, 2025

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M. Confidentiality

1. **Confidential Information.** From time to time, the **Performing Parties** may elect to disclose or transmit **Confidential Information** to each other or to any **Joint Contractors/Consultants** retained by the **Performing Parties** pursuant to this **Agreement**. The

Performing Parties intend that no claim of attorney-client privilege or work product immunity or any other privilege be waived by reason of such disclosure or transmittal.

2. **Preservation of Privilege.** It is the purpose of this Section to ensure that the exchanges and disclosures of **Confidential Information** contemplated herein do not diminish in any way the confidentiality of such information and do not constitute a waiver of any applicable privilege or other confidentiality protection. The **Performing Parties** intend by this Section to protect from disclosure all **Confidential Information** exchanged among any **Performing Parties** and their attorneys and consultants to the greatest extent permitted by law regardless of whether the exchange occurred before execution of this **Agreement** and regardless of whether the writing or document is marked "Confidential."

3. **Maintenance of Confidentiality.** Each **Performing Party** agrees that all **Confidential Information** received from (1) any other **Performing Party** or its individual consultant or counsel, or (2) any **Joint Contractor/Consultant** shall be held in confidence by the receiving **Performing Party**, and that such **Confidential Information** shall be used only in connection with the assertion of any common claims or defenses in connection with the **Work** and conducting such other activities as are necessary and proper to carry out the purposes of this **Agreement**. Each **Performing Party** shall take all necessary and appropriate measures to ensure that any person who is granted access to any **Confidential Information** or who participates in the **Work** or who otherwise assists any counsel or technical consultant in connection with this **Agreement** is familiar with the terms of this **Agreement** and complies with the terms hereof as they relate to the duties of such person.

4. **Anticipation of Litigation.** As parties who have been made jointly and severally responsible to perform the **Work** under the **AOC**, **UAO** and **Consent Decree**, the **Performing Parties** share a common interest and joint defense in anticipation of litigation related to the **Work** for the **Site**. This includes a common interest in developing and implementing this **Agreement** and other settlements with other parties. It is expressly agreed that the provision and/or sharing among the **Performing Parties** of attorney-client advice and attorney work product be considered **Confidential Information** under a joint defense privilege.

5. **Compelled Disclosure.** If any **Confidential Information** becomes the subject of an administrative or judicial order requiring disclosure by a **Performing Party**, the **Performing Party** may satisfy its confidentiality obligations hereunder by either (i) objecting to production of any such **Confidential Information** on grounds of confidentiality and/or any privilege, such as the joint defense privilege, attorney work product and/or attorney-client privilege, and seeking an order for protection from disclosure, or (ii) promptly notifying the **Performing Party** that generated the **Confidential Information**, if possible at least five (5) business days prior to any such required disclosure and informing the generating **Performing Party** of all material information concerning the required disclosure.

6. **Discovery Requests and Public Records Act Requests.** If any communications, information or documents exchanged among the **Performing Parties** that (i) were subject to a confidentiality provision in the **LDWG MOA**, (ii) relate to the **Allocation Process** or the **Allocation MOA**, (iii) relate to the **UAO** that the **Consent Decree** supersedes, (iv) relate to **Covered Matters**, the **Work**, the **Consent Decree**, this **Agreement**, settlements

with other parties, or (v) relate to pursuit of other parties for their share of **Response Costs** for **Covered Matters**, are the subject of a discovery request or a request for public records under the Washington Public Records Act, Chapter 42.56 RCW, the recipient of the request shall immediately inform the other **Performing Parties** of the request. The recipient shall endeavor to provide at least five business days' notice to the other **Performing Parties** before providing the requested documents to the requestor. The recipient of the request will assert any exemptions or privileges that it reasonably believes are applicable to the requested documents, but the recipient is not obligated to withhold documents. The other **Performing Parties** may take such steps as they deem appropriate to resist the production, which may include but are not limited to, seeking a restraining order, moving to quash a subpoena, or intervening in the litigation.

7. **Non-Confidential Information.** The **Performing Parties** may disclose information and communications that they reasonably believe are not **Confidential Information**. Further, nothing in this **Agreement** shall prevent the **Performing Parties** from disclosing to others or using in any manner information that the **Performing Party** can show:

(a) Was known by a **Performing Party** prior to execution of this **Agreement** and is not subject to the mediation privilege or another privilege, doctrine, or protection, or has been disclosed in a manner that would waive the applicable privilege, doctrine or protection or been published or become part of the public domain absent an unauthorized or unintentional disclosure in violation of this **Agreement**; or

(b) Has been furnished or made known to a **Performing Party** by third parties (other than those acting directly or indirectly for or on behalf of the **Performing Parties**) or was obtained by a **Performing Party** in some manner other than pursuant to this **Agreement**, as a matter of legal right, without any applicable restrictions on its disclosure; or

(c) Was in the **Performing Party's** possession prior to the disclosure thereof by or on behalf of any of the **Performing Parties** and was not subject to a separate confidentiality agreement between or among the **Performing Parties**.

8. **Confidentiality of this Agreement.** The **Performing Parties** agree that this **Agreement**, in and of itself, is not **Confidential Information**.

9. **Permitted Disclosures.** Nothing in this Section shall preclude any **Performing Party** from communicating **Confidential Information** with its insurers, auditors, and government contracting agencies as may be necessary, provided that the recipients agree to maintain the confidentiality of any information received pursuant to Section M(3) above.

10. **Prior Confidentiality Obligations.** Subject to Section K(4), nothing in this Section M is intended to alter the **Performing Parties'** confidentiality obligations pursuant to the **Allocation MOA** which confidentiality-related obligations remain in full force and effect.

N. **Non-Payment**

1. In the event that a **Performing Party** fails to pay its share of costs when due, that **Performing Party** shall have 120 days, or such longer time as the other **Performing**

Parties agree to allow, after receiving written notice of the non-payment to cure the non-payment.

2. If the non-paying **Performing Party** does not pay its share of costs before the end of the 120-day period, or such longer time as the other **Performing Parties** agree to allow, it becomes a **Defaulting Party**. Any **Defaulting Party** shall not be entitled to:

(a) absent the agreement of the non-defaulting **Performing Parties**, participate in the review of documents and submissions to **EPA**, or in consensus-based decision-making among the non-defaulting **Performing Parties** for implementation of this **Agreement** and **Work** required by the **Consent Decree**;

(b) distribute or direct distribution of any remaining funds in its **Past Costs** sub-account or its **Future Costs** sub-account to itself or for any purpose other than directing those funds be used to pay the outstanding amount of costs due;

(c) receive additional settlement funds from additional settling parties under Section E, which shall instead be directed to pay the outstanding amount of costs due to the **Performing Party** entitled to receive it or deposit it into the **Defaulting Party's Future Costs** sub-account;

(d) receive additional settlement funds from the **Funding Party** under Section F(3), which shall instead be directed to pay the outstanding amount of costs due to the **Performing Party** entitled to receive it or deposited into the **Defaulting Party's Future Costs** sub-account;

(e) receive reallocation payments for its **Future Individual Costs** under Section G(4)(b).

3. A **Defaulting Party** can cure its default and regain status as a **Performing Party** in good standing by paying the entire amount of its outstanding share of costs plus 12% interest, compounded daily, from the date the payments were originally due. If and when a **Defaulting Party** returns to status as a **Performing Party**, the provisions of Section N(2) shall not apply.

4. A **Defaulting Party** shall remain subject to all obligations of **Performing Parties**. The other non-defaulting **Performing Parties**, in any action or suit for breach of this **Agreement**, may seek among any other remedies specific performance of any or all such obligations.

O. Miscellaneous Provisions

1. **Governing Law and Forum Selection.** This **Agreement** shall be governed by, and construed and interpreted 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 **Performing Parties** agree that any disputes arising under this **Agreement** shall be heard in King County Superior Court in Seattle.

2. **Agreement Freely Negotiated.** The **Performing Parties** have freely negotiated this **Agreement** and have read and are familiar with its terms. It is agreed that no provision in this **Agreement** shall be presumptively construed against any **Performing Party**.

3. **Counterparts.** This **Agreement** may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

4. **Entire Agreement.** This **Agreement** embodies the entire agreement and understanding of the **Performing Parties** with respect to the subject matter herein and supersedes any and all prior agreements, arrangements, and understandings entered into with respect to the subject matter herein, including the **LDWG MOA**.

5. **Severability.** The provisions of this **Agreement** shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision except as required by the terms of those provisions. If any provision of this **Agreement** is found by a Court of competent jurisdiction to be invalid or unenforceable, (1) the **Performing Parties** may substitute a suitable and equitable alternate provision in order to carry out their intent; and (2) the Court shall enforce the remainder of this **Agreement** to the extent appropriate in light of the totality of the circumstances.

6. **Headings for Reference Only.** The headings used herein are for reference only and shall not affect the construction of this **Agreement**.

7. **No Joint Venture, Partnership, or Agency Relationship.** Nothing herein shall be deemed to create a partnership or joint venture and/or principal and agent relationship between or among the **Performing Parties**.

8. **Agreement Admissible for Purposes of Enforcing Agreement.** This **Agreement** shall be fully admissible in any proceeding to enforce the **Performing Parties'** rights and obligations hereunder, and the **Performing Parties** agree not to assert any objection to its admissibility.

9. **Successors, Assigns, and Heirs.** This **Agreement** shall be binding upon the successors and assigns of the **Performing Parties**. No assignment or delegation by a **Performing Party** of its obligations under this **Agreement** or of this **Agreement** will release the assigning **Performing Party** without the prior written consent of the other **Performing Parties**.

10. **Amendment.** No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this **Agreement** will be effective unless evidenced by an instrument in writing signed by all of the **Performing Parties**.

11. **Authority to Sign.** The **Performing Parties** warrant to each other that all necessary authorizations and all other actions have been taken such that execution, delivery, and

performance of this **Agreement** and all other actions taken or to be taken in connection with this **Agreement** have been fully authorized.

12. **No Third Party Beneficiaries.** Nothing in this **Agreement** shall be construed to create any rights in, or grant any cause of action to, any person not a **Performing Party**. The preceding sentence shall not be construed to waive or nullify any rights that any person not a **Performing Party** may have under applicable law. Each **Performing Party** reserves any and all rights, defenses, claims, and liabilities, demands, and causes of action that it may have with respect to any matter, transaction, or occurrence against any person not a **Performing Party**.

13. **Independent Counsel.** Each of the **Performing Parties** represents and warrants that, in connection with the negotiation and execution of this **Agreement**, it has been represented by independent counsel of its own choosing and that it has had an adequate opportunity to conduct an independent investigation of all facts, allegations, and circumstances with respect to all matters that are the subject of this **Agreement**.

DATED: January 9, 2025

THE BOEING COMPANY

By: 

Printed Name: Meredith Weinberg

Its: Counsel (Perkins Coie LLP)

DATED: _____, 2025

CITY OF SEATTLE

By: _____

Printed Name: _____

Its: _____

DATED: _____, 2025 **KING COUNTY**

By: _____

Printed Name: _____

Its: _____

APPENDIX A: ADDITIONAL TERMS FOR SETTLEMENT IMPLEMENTATION LOWER DUWAMISH WATERWAY

These Additional Terms for Settlement Implementation (“**Additional Terms**”) supplement the Response Cost Settlement and Implementation Agreement for Lower Duwamish Waterway Superfund Site (“**Settlement and Implementation Agreement**”) between the City of Seattle, King County, and The Boeing Company (collectively, the “**Performing Parties**”), and address the **Performing Parties’** implementation of any Consent Decree that the **Performing Parties** are all subject to for the **LDW Site**. These **Additional Terms** shall be attached to and shall become effective at the same time as the **Settlement and Implementation Agreement**.¹

I. Definitions

Unless defined herein, capitalized terms used in these **Additional Terms** shall have the same meaning as in the **Settlement and Implementation Agreement**. In the event of any inconsistencies between these **Additional Terms** and the **Settlement and Implementation Agreement**, the definition or provision in the **Settlement and Implementation Agreement** shall prevail.

II. No Separate Entity

A. The **Performing Parties** are not forming a partnership, incorporated association, joint venture, principal/agent relationship, or any other legal entity. They are settling potential claims against each other and agreeing to work cooperatively to implement required **Response Actions** at the **LDW Site**. The **Performing Parties** are separate potentially responsible parties (“**PRPs**”) that are jointly and severally responsible for implementation of the **Work** required by the **Consent Decree**.

B. The **Performing Parties** are cooperating to implement the **Work** required by the Consent Decree as members of a performing **PRP** group referred to as the **Lower Duwamish Waterway Group (“LDWG”)**. **LDWG** does not and shall not have any office, staff, or budget, and is not itself a governmental agency or entity.

C. A **Performing Party** may not: (a) bind other **Performing Parties** to any contract, agreement or other obligation related to the **LDW Site** or (b) incur liability related to the **LDW Site** on behalf of other **Performing Parties**, without agreement of all the **Performing Parties**.

D. In carrying out these **Additional Terms**, the **Performing Parties** agree to cooperate with each other under a standard of good faith and fair dealing. This standard is not a fiduciary duty, and, notwithstanding any other provision in these **Additional Terms**, no **Performing Party** owes a fiduciary duty to any other **Performing Party**.

¹ To the extent any obligations under the July 18, 2024 **Unilateral Administrative Order (“UAO”)** remain after these **Additional Terms** become effective, these **Additional Terms** also govern **Work** performed under the **UAO**.

III. Roles and Responsibilities

Each of the **Performing Parties** shall appoint one or more designated representative(s) to each of three groups: 1) a Technical group; 2) a Manager group; and 3) a Director group. The **Performing Parties** may have more than one designated representative or additional staff attend meetings, but only one designated representative per **Performing Party** may state that **Performing Party's** position when a decision is being made. A **Performing Party** may change its designated representative(s) at any time.

A. Each group shall make decisions by consensus, meaning a unanimous vote by one designated representative per **Performing Party**. If the Technical group cannot reach consensus, they shall elevate the disputed issue to the Manager or Director group, as appropriate. If the Manager group cannot reach consensus, they shall elevate the disputed issue to the Director group.

B. Each group shall rotate administrative responsibilities among its members (setting meetings, developing agendas, and the like) or make other arrangements they deem appropriate to perform administrative tasks.

C. Each group shall confer and meet as often as they deem appropriate. Any **Performing Party** may call for a meeting and the other members shall promptly cooperate in setting one. As a guideline, the Technical group should meet at least once per month; the Manager group should meet at least once every two months; and the Director group should meet at least once every six months.

D. Technical group: The responsibilities of the Technical group shall include, but are not limited to: reviewing, evaluating and revising deliverables required by the applicable Statement of Work attached to the **Consent Decree** (or **UAO**) for the **LDW Site ("SOW")**, before they are provided to **EPA**; responding to **EPA** technical documents; responding to **EPA** and **Ecology** requests and directives; identifying needs for consultants and contractors to implement the applicable **SOW** and recommending to the Manager group that they be retained; participating in selecting consultants and contractors; directing consultants and contractors who are implementing the **SOW**; keeping the Manager and Director groups informed of the status of the **Work**; carrying out tasks assigned by the Manager group or Director group; and overseeing the development of cost forecasts.

E. Manager group: The responsibilities of the Manager group shall include, but are not limited to: evaluating and implementing approaches to strategic and policy issues; guiding communication with the public and with stakeholder groups; overseeing the work of the Technical group; communicating with **EPA**, **Ecology** and other regulatory agencies as appropriate; authorizing the retention of **Joint Contractors/Consultants**.

F. Director group: The responsibilities of the Director group shall include but are not limited to: making decisions on disputed issues; overseeing the Manager group; making strategic and policy decisions.

G. The **Performing Parties** may choose to employ a neutral person, such as a facilitator or mediator, if the Director group is unable to resolve a disputed issue.

H. The **Performing Parties** shall have equal access to all consultant and contractor work products, both drafts and final versions, including but not limited to: reports, sampling plans, analytical data, cost estimates, and memoranda.

IV. **Finance Group**

A. In addition to the groups identified in Section III, the **Performing Parties** may choose to establish a Finance group, composed of one representative from each **Performing Party**. A **Performing Party** may change its designated Finance group representative at any time. The Finance group shall be responsible for tasks the **Performing Parties** assign to it, which may include, but are not limited to:

1. Supervising the work of the **Trustee** for the **Trust**;
2. Advising the Manager group and Director group regarding the **Trust**, including investment and management of **Trust** funds;
3. In conjunction with the **Trustee**, Technical group, and **Joint Contractors/Consultants**, assisting with making determinations regarding the need for and amount of **Funding Party** assessments;
4. In conjunction with the **Trustee**, Technical group, and **Joint Contractors/Consultants**, assisting with the preparation of an annual forecast of response costs for the **Performing Parties**; and
5. In conjunction with the **Trustee**, Technical group, and **Joint Contractors/Consultants**, assisting with the development of a forecast of future costs for a duration of time set by the **Performing Parties** if requested by the Director group.

V. **Procedure for Payment of Shared Costs.**

A. This Section governs payment procedures for **Shared Costs** under the **Settlement and Implementation Agreement** and these **Additional Terms**. Each **Contracting LDWG Member** shall invoice the other **Performing Parties** for and provide copies of each invoice from any **Joint Contractor/Consultant** at a frequency agreed to by the **Performing Parties**, following receipt by the **Contracting LDWG Member** of invoice(s) that meet the **Contracting LDWG Member's** requirements. The other **Performing Parties** shall have at least ten (10) days to notify the **Contracting LDWG Member** if they believe the invoice: 1) Does not comport with requirements for documentation of costs that were agreed upon in accordance with Section VI(C)(3) below; 2) Includes charges for work outside the scope of the contract (as amended, if applicable); 3) Includes charges for work outside the scope of the **Consent Decree** (as amended, if applicable); 4) Includes charges for work pursuant to contract modifications that were disputed by another **Performing Party**. The **Contracting LDWG Member** shall respond to any such questions or concerns and the **Performing Parties** shall attempt to resolve any questions or concerns within ten (10) days. Any remaining questions or concerns shall be

resolved as described in Section III(A) or (G) above but shall not delay payment by the other **Performing Parties** of their shares of the **Shared Costs**. If the matter is resolved in a manner that means a **Performing Party** has overpaid the **Contracting LDWG Member**, the overage shall be reimbursed to the **Performing Party** that overpaid either by a direct payment from the **Contracting LDWG Member** or by the **Contracting LDWG Member** directing the **Trustee** to transfer funds from its **Past Costs** or **Future Costs** sub-account to the sub-account for the **Performing Party** that overpaid.

B. A **Contracting LDWG Member** shall pay its respective **Joint Contractor/Consultant** according to the terms of the applicable contracts with that **Joint Contractor/Consultant**. Once any questions or concerns raised by **Performing Parties** under Section V(A) for the same invoice(s) have been resolved, the **Contracting LDWG Member** shall seek reimbursement from the **Trust** for the **Funding Party's** 1.7406% share of those costs.

C. With respect to **Joint Contractors/Consultants**, the **Contracting LDWG Member** will keep track of salary, benefits and overhead for hours worked by its staff involved in contract development, procurement, oversight and management, and related expenses (such as publication of an RFP; travel costs to meet with contractors; and the like) and for legal review of contracts, access and tribal agreements and business interruption agreements. At least quarterly, each **Contracting LDWG Member** shall submit documentation to the other **Performing Parties** of such costs. The other **Performing Parties** shall have ten (10) days to notify the **Contracting LDWG Member** of any questions or concerns they have and the **Performing Parties** shall attempt to resolve any questions or concerns within ten (10) days. Once questions and concerns have been resolved, the **Contracting LDWG Member** shall seek payment from the **Funding Party's Future Costs** sub-account of the **Funding Party's** 1.7406% share of those costs.

D. The **Contracting LDWG Member** will submit documentation of **Shared Costs** to the **Trust**. The other **Performing Parties** may choose to pay their share (of the remaining amount after deduction of the **Funding Party's** 1.7406% share) of the **Shared Costs** directly to the **Contracting LDWG Member** or direct the **Trustee** to pay their share out of the **Performing Party's Future Costs** or **Past Costs** sub-account.

E. The **Performing Parties** shall agree on the documentation required for internal staff time in order for a **Performing Party's** internal staff costs to be reallocated, as provided in the **Settlement and Implementation Agreement**.

F. The amount included in any invoice to the **City** should be split between Seattle City Light and Seattle Public Utilities with 85% of the invoiced amount being charged to Seattle Public Utilities and 15% of the invoice amount being charged to Seattle City Light.

G. The **Shared Costs** of the cPAH work the **City** and **County** voluntarily agreed to perform that is no longer required by the **Consent Decree** ("cPAH-specific Costs") are to be documented separately and invoiced and paid at an equal percentage for the **City** and **County** (half each). These **cPAH-specific Costs** are to be invoiced and paid at the same time as set forth above in this section. **Individual Costs** consisting of staff time for **cPAH-specific Costs** work will not be separately compiled, invoiced, and reallocated.

VI. Selection of Joint Contractors/Consultants

A. The following **Performing Parties** have hired the following **Joint Contractors/Consultants**:

1. The **County** has hired a contractor to construct the Upper Reach (“UR”) Remedy (“**UR Construction Contractor**”). The **UR Construction Contractor’s** scope shall be according to the **SOW**, modifications to the **SOW** that are required by **EPA**, the 100% design bid package, and associated **EPA**-approved construction changes.

2. The **County** has hired a consultant for design and outreach support during **UR Remedy** construction as well as for certain other tasks provided for in the **SOW** (“**UR Construction Consultant**”). The **UR Construction Consultant’s** scope shall be according to the **SOW**, any modifications to the **SOW** that are required by **EPA**, and any other scope items approved by the **Performing Parties**.

3. The **City** has hired a consultant to provide construction management and support and program management support for construction of the **Remedy** (“**Construction Management Consultant**”). The **Construction Management Consultant’s** scope shall be consistent with the **SOW**, any applicable **County** and **City** requirements for this contract, any modifications to the **SOW** that are required by the **EPA**, and any other scope items that are approved by the **Performing Parties**.

4. The **City** has hired a **Joint Contractor/Consultant** for design in the Middle Reach.

5. The **Performing Parties** have agreed that the **City** will hold the contract for a **Joint Contractor/Consultant** to work on design in the Lower Reach.

6. The **Performing Parties** have agreed that **Boeing** will hold the contract for the **Trustee** who shall be a **Joint Contractor/Consultant**, and whose scope shall include holding monies in a **Trust**, managing and tracking settlement payments by other parties, tracking invoices for other **Joint Contractors/Consultants**, and performing other tasks as assigned.

B. The **Performing Parties** will need to hire other **Joint Contractors/Consultants** to perform the **Work**. Following agreement by the Manager group or Director group, any **Contracting LDWG Member** may enter into a contract for a portion of the **Work** on behalf of the **Performing Parties**.

C. The **Performing Parties** will employ consensus-based decision-making for selecting **Joint Contractors/Consultants**, subject to the **Contracting LDWG Member’s** contracting and legal requirements.

1. Joint Consultant Selection. Before candidates are interviewed and/or scored, each **Performing Party** shall identify any candidate that has done work for the **Performing Party** related to the **LDW Site** and the **Performing Parties** shall reach an agreement concerning which consultants have a conflict of interest based on their work for individual **Performing Parties** or agree on mitigating measures necessary to address a conflict

of interest. The **Contracting LDWG Members** will execute contracts with the **Joint Consultants** that are selected using the agreed upon selection process.

2. Joint Contractor Selection. The **Performing Parties** shall agree by consensus on the package that will be put out for bid by potential **Joint Contractors**. They will also agree by consensus on provisions regarding conflicts of interest, including identifying potential bidders that a **Performing Party** believes would have a conflict of interest and any mitigating measures that could address a conflict of interest. Once bids are received, the **Contracting LDWG Member** shall select the **Joint Contractor** according to its own internal requirements and all applicable laws.

3. For **Joint Contractors/Consultants** retained before November 2024, the documentation requirements for invoices are set forth in their contracts. For **Joint Contractors/Consultants** retained after November 2024, the **Performing Parties** shall agree on documentation requirements for invoices from those **Joint Contractors/Consultants** before they are retained.

4. The **Contracting LDWG Member** shall confer with the other **Performing Parties** and seek their concurrence to incur any significant additional commitments or costs (for example, through access, relocation, or tribal agreements, or contract modifications (change orders) to construction contracts); however, when a contract modification is necessary to comply with deadlines set by **EPA**, or is necessary to avoid construction delays, or is necessary to avoid payments to or claims by the contractor for delays, then the **Contracting LDWG Member** may issue the change order without agreement of the other **Performing Parties**. The disagreement shall be resolved in the same manner as other issues.

VII. Oversight of Joint Contractors/Consultants

A. The Technical group shall determine the types of decisions regarding work by **Joint Contractors/Consultants** that are substantive and those that are routine. Substantive decisions regarding **Joint Contractors'/Consultants'** work product will be made by consensus of the **Performing Parties**. Such decisions will be communicated to each **Joint Contractor/Consultant** by the applicable **Contracting LDWG Member**. Routine decisions may be made by the **Contracting LDWG Member**.

B. The **Joint Contractors/Consultants** will not communicate with third parties, including **EPA** or **Ecology** personnel, on substantive matters without first notifying the Technical group and receiving authorization for the communication. Such authorization will be made by consensus of the **Performing Parties** and communicated by the applicable **Contracting LDWG Member**. However, **Joint Contractors/Consultants** may communicate with **EPA** and **Ecology** regarding routine matters and in emergency situations involving an imminent hazard to people, property, the environment, or natural resources. The Technical group will determine the types of communications that are substantive and the types that are routine.

C. The Technical group will determine the types of work products and analytical data that are prepared, developed or generated by the **Joint Contractors/Consultants** that must

be provided to all **Performing Parties** for review prior to submission to **EPA** or any other third party. For such documents, **Performing Parties** shall be given at least fifteen (15) business days to review and comment on the documents before they are provided to **EPA** or any other third party, unless **EPA's** deadlines require that a shorter review time be provided. The **Contracting LDWG Member** shall compile and respond to all **Performing Party** comments and distribute to all **Performing Parties**. The project manager for each respective **Contracting LDWG Member** will direct each **Joint Contractor/Consultant** as needed on consensus changes to work product.

VIII. Responsibility for Changes to the Schedule

The **Performing Parties** are jointly responsible for delays to the schedule for the **Work**, as set forth in the **SOW**, including delays related to acquisition of property rights required for the **Work**.

IX. Cooperation on Model Toxics Control Act Grants

The **Performing Parties** will coordinate and cooperate concerning the documentation of costs that are eligible for partial reimbursement through Model Toxics Control Act grants.

X. Indemnity and Insurance

A. For all contracts executed with **Joint Contractors/Consultants** with the exception of the **Trustee**, the **Contracting LDWG Member** will include provisions obtaining indemnities and additional insured status for all **Performing Parties** and, as required by the **UAO** and **Consent Decree**, for the United States and the State of Washington. Costs incurred by a **Contracting LDWG Member** in fulfilling obligations to insure or indemnify other **Performing Parties**, the United States and the State of Washington are **Shared Costs**.

B. In the event that one **Performing Party** indemnifies a third party for the willful or negligent actions of another **Performing Party** or its contractor(s) pursuant to an agreement with that third party relating to the **Work**, then the latter **Performing Party** shall either take over that indemnity obligation or indemnify the former **Performing Party** for the indemnity being provided to the third party to the extent of the **Performing Party** or its contractor's negligence or willful conduct.

XI. Common Legal Counsel

A. The **Performing Parties** may engage common counsel to pursue non-settling **PRPs** who may be liable for **Response Costs** at the **LDW Site** or to perform other services on matters of common interest.

B. Common counsel will be required to provide the **Performing Parties** with an annual budget for anticipated fees/costs.

C. Common counsel fees and costs and any other litigation expenses that are authorized by the **Performing Parties** will be paid for by the **Performing Parties** according to their **Performing Party Shares**.

D. The **Performing Parties** may establish a Legal group, consisting of legal representative(s) from each **Performing Party**. The responsibilities of the Legal group, if established, shall include but not be limited to overseeing the work of common counsel, including approving proposed budgets, directing litigation strategy, and advising the Director group on significant litigation decisions.

XII. Communication with regulators and others

The **Performing Parties** agree to confer with each other prior to having substantive communications regarding the **LDW Site** with **EPA, Ecology**, tribes, other regulatory agencies, the public, stakeholders and the news media. The Technical group may identify types of communications that are routine, rather than substantive, however, there may be other communications that are not substantive. The **Performing Parties** shall endeavor to make any such communications in the best interests of all **LDWG** members. If a **Performing Party** has substantive communications regarding the **LDW Site** with any such entities, the communication shall be promptly disclosed to the other **Performing Parties**.

XIII Bar on testimony

Performing Parties shall request that any **Joint Consultants/Contractors** that are retained to implement the **Work** with agreement of the **Performing Parties** include terms in their relevant contract that the **Joint Consultant/Contractor** shall not testify against any of the **Performing Parties** in litigation or in any other proceeding concerning the **LDW Site**, without the consent of all the **Performing Parties** and/or in response to a subpoena. Provided that, a **Performing Party** that becomes a **Defaulting Party** shall not be able to bar the other **Performing Parties** from using such consultants and contractors in litigation or other proceedings relating to breach of the **Settlement and Implementation Agreement**.

XIV Amendment.

These **Additional Terms** may be amended in writing by unanimous consent of the **Performing Parties** as set forth in the **Settlement and Implementation Agreement**.

APPENDIX B: Amount and Distribution of Settlement Funds

| Party | PAST COSTS (Shared) | PAST COSTS (Individual) | TOTAL PAST COSTS | TOTAL FUTURE COSTS | TOTAL AMOUNT |
|---------------------------|------------------------|----------------------------|---------------------|-----------------------|-------------------|
| Cash Out Parties | \$ 6,951,390.68 | \$ 2,256,801.67 | \$ 9,208,192.35 | \$ 131,910,702.80 | \$ 141,118,895.15 |
| Funding Parties | \$ 982,779.71 | \$ 319,064.05 | \$ 1,301,843.76 | N/A | \$ 1,301,843.76 |
| Settling Federal Agencies | \$ 5,838,669.67 | \$ 2,161,330.33 | \$ 8,000,000.00 | \$ 132,000,000.00 | \$ 140,000,000.00 |
| Total | \$ 13,772,840.05 | \$ 4,737,196.06 | \$ 18,510,036.11 | \$ 263,910,702.80 | \$ 282,420,738.91 |

Distribution of Settlement Funds to Boeing

| | Boeing (Past Costs) | Boeing (Future Costs) | Total to Boeing |
|-------------------------|---------------------|-----------------------|-------------------|
| Cash Out Party Payments | \$ 3,543,707.23 | \$ 70,690,412.35 | \$ 74,234,119.58 |
| Funding Party Payments | \$ 501,005.30 | N/A | \$ 501,005.30 |
| SFA Payments | \$ 2,941,163.33 | \$ 70,738,266.36 | \$ 73,679,429.69 |
| GRAND TOTALS | \$ 6,985,875.87 | \$ 141,428,678.71 | \$ 148,414,554.57 |

Distribution of Settlement Funds to City

| | City (Past Costs) | City (Future Costs) | Total to City |
|-------------------------|------------------------|-------------------------|-------------------------|
| Cash Out Party Payments | \$ 2,651,572.61 | \$ 41,503,156.70 | \$ 44,154,729.31 |
| Funding Party Payments | \$ 374,876.32 | N/A | \$ 374,876.32 |
| SFA Payments | \$ 2,548,228.41 | \$ 41,531,252.34 | \$ 44,079,480.75 |
| GRAND TOTALS | \$ 5,574,677.34 | \$ 83,034,409.03 | \$ 88,609,086.38 |

Distribution of Settlement Funds to County

| | County (Past Costs) | County (Future Costs) | Total to County |
|-------------------------|------------------------|-------------------------|-------------------------|
| Cash Out Party Payments | \$ 3,012,912.51 | \$ 19,717,133.76 | \$ 22,730,046.26 |
| Funding Party Payments | \$ 425,962.14 | N/A | \$ 425,962.14 |
| SFA Payments | \$ 2,510,608.25 | \$ 19,730,481.31 | \$ 22,241,089.56 |
| GRAND TOTALS | \$ 5,949,482.90 | \$ 39,447,615.06 | \$ 45,397,097.96 |

APPENDIX C: PAST COST REALLOCATION AMONG PERFORMING PARTIES

The net reallocation of Past Costs among the Performing Parties is based on separate reallocation for Past Shared Costs versus Past Individual Costs based on FAR Shares.

Performing Party Past Shared Costs through 2022:

- LDWG Past Shared Costs (3-party total): \$54,784,918.50
- (Each): \$18,261,639.50

The following table summarizes the agreed-upon Past Cost amounts subject to reallocation for each Performing Party:

| Performing Party | Past Shared Costs | Past Individual Costs | Total Past Costs |
|------------------|------------------------|------------------------|------------------------|
| Boeing | \$18,261,639.50 | \$9,962,775.00 | \$28,224,414.50 |
| City | \$18,261,639.50 | \$6,028,144.00 | \$24,289,783.50 |
| County | \$18,261,639.50 | \$5,651,436.70 | \$23,913,076.20 |
| Total | \$54,784,918.50 | \$21,642,355.70 | \$76,427,274.20 |

Reallocation of Past Shared Costs through 2022:

- Boeing owes City its 30.1091% share of City's \$18,261,639.50 (\$5,498,415.30) minus the City's 17.6774% share of Boeing's \$18,261,639.50 (\$3,228,183.06) = \$2,270,231.70.
- Boeing owes County its 30.1091% share of County's \$18,261,639.50 (\$5,498,415.30) minus the County's 8.3981% share of Boeing's \$18,261,639.50 (\$1,533,630.75) = \$3,964,784.55.
- City owes County its 17.6774% share of the County's \$18,261,639.50 (\$3,228,183.06) minus the County's 8.3981% share of the City's \$18,261,639.50 (\$1,533,630.75) = \$1,694,552.31.

Reallocation of Past Individual Costs through 2022:

- Boeing owes City its 30.1091% share of the City's \$6,028,144.00 (\$1,815,019.91) minus the City's 17.6774% share of Boeing's \$9,962,775.00 (\$1,761,159.59) = \$53,860.32.
- Boeing owes County its 30.1091% share of County's \$5,651,436.70 (\$1,701,596.73) minus the County's 8.3981% share of Boeing's \$9,962,775.00 (\$836,683.81) = \$864,912.92.

- City owes County its 17.6774% share of the County's \$5,651,436.70 (\$999,027.07) minus the County's 8.3981% share of City's \$6,028,144.00 (\$506,249.56) = \$492,777.51.

Net Reallocation of Costs through 2022:

- Boeing owes the County \$4,829,697.46 (\$3,964,784.55 + \$864.912.91)
- Boeing owes the City \$2,324,092.02 (\$2,270,231.70 + \$53,860.32)
- The City owes the County \$2,187,329.82 (\$1,694,552.31 + \$492,777.51)

Appendix D: Distribution of Orphan Share Relief

The Performing Parties shall apply among themselves the amounts that EPA waives of its past and future oversight costs as follows:

1. EPA has agreed to waive its unreimbursed Past Response Costs in the amount of \$6.2 million pursuant to its orphan share policy. If EPA had not agreed to waive that amount, all of the Settling Parties would have paid their FAR Shares of such costs as part of the global settlement. Boeing would have owed its 30.1091% FAR Share, which amounts to \$1,866,764.20.
2. In his Final Allocation Report, the Allocator assigned a significant portion of the orphan share to the City and County.
3. Because EPA is forgiving \$6.2 million in unreimbursed Past Response Costs under its orphan share policy, Boeing will not have to pay EPA its FAR Share of EPA's Past Response Costs (\$1,866,764.20). In order for EPA's forgiveness of its unreimbursed Past Response Costs to benefit only the Performing Parties who were assigned the orphan shares in the Allocation (i.e., City and County), Boeing will pay the amount it would have paid to EPA to the City and County instead.
4. Boeing shall pay the \$1,866,764.20 in three equal installments of \$622,254.73. Boeing shall pay 66.7% of each installment to the City (\$415,043.91) and 33.3% of each installment to the County (\$207,210.82). Boeing shall pay the first installment no later than 60 days after the Effective Date, the second installment no later than one year and 60 days after the Effective Date, and the third installment no later than two years and 60 days after the Effective Date.
5. Pursuant to Paragraph 34(b) of the Consent Decree, EPA has agreed to forgive 50% of its Future Response Costs up to a total of \$16.9 million pursuant to its orphan share policy.
6. Under Section D.1 of the Response Cost Settlement and Implementation Agreement, the Performing Parties have established a method to pay for the cost of the Work required by the Consent Decree, including EPA oversight costs, according to their

Performing Party Shares (which are consistent with their FAR shares) to ensure 100% of the costs for the Work required by the Consent Decree are paid. If not for EPA's forgiveness of a portion of its Future Response Costs, the Performing Parties would pay their Performing Party Shares of such costs to EPA, less any Funding Party payment for such costs. This Appendix adjusts the amounts subsequently owed by the Performing Parties for certain future EPA oversight costs only for the purpose of distributing the benefit of orphan share relief among the Performing Parties.

7. The City and County are entitled to the majority of the orphan share relief as described in Paragraph 2 above. However, because one allocation party (Kaiser/Hanson) went into bankruptcy after the Allocator finalized the allocation, Boeing's Performing Party Share includes a portion of the orphan share. Boeing's Performing Party Share (53.5896%) of Kaiser/Hanson's FAR Share (0.696%) is 0.373%. Boeing's Performing Party Share minus its share of Kaiser/Hanson's FAR Share is 53.2166% ("Owed Share").
8. Of the 50% of oversight costs that EPA does not forgive, the Funding Party shall be responsible for its FAR Share and Boeing shall be responsible for the remainder. Boeing also shall pay the balance of its Owed Share of 53.2166% of EPA's total oversight costs minus the 50% paid to EPA for oversight costs (which equals 3.2166%) of EPA's total oversight costs to the City and County on a 66.7%/33.3% basis within 60 days of receiving an invoice from EPA for oversight costs.
9. If and when the total amount of EPA's future oversight costs that EPA has forgiven exceeds \$16.9 million, such that no further forgiveness is due or applied, the Performing Parties shall begin to pay their Performing Party Shares of all subsequently-invoiced EPA oversight costs (less the Funding Party's payment of such costs) consistent with Section D.1 of the Response Cost Settlement and Implementation Agreement.
10. Payments made by Boeing to the City and County shall be deposited as the recipient directs into their respective Past or Future Cost Trust sub-accounts.

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.

Settlement Agreement and Mutual Release

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.

Settlement Agreement and Mutual Release

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

Settlement Agreement and Mutual Release

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.

Settlement Agreement and Mutual Release

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 Axlors 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 property(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 property(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 property(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

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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

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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

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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

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conditioned upon written agreement by Axlор to the disclosure. The Settling Party obtaining Axlор'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

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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

January 6, 2024
Dated
Name: Molly M. Jones
Title: Head of North America Environmental and Sustainability *Sr. Asst. General Counsel*
Address: Bayer U.S. LLC
800 North Lindbergh Blvd
St. Louis, MO 63167

FOR: PACCAR INC

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

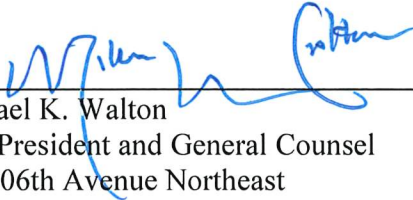
Dated

Name: 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: 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

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

FOR: SEATTLE BOILER WORKS, INC.

1-7-25
Dated Name: Craig Hopkins
 Title: President/Manager
Address: 500 S. Myrtle Street
 Seattle, WA 98108

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

1-7-25
Dated Name: Craig Hopkins
 Title: President/Manager
Address: 500 S. Myrtle Street
 Seattle, WA 98108

Settlement Agreement and Mutual Release

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

1-7-25
Dated

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

FOR: MANSON CONSTRUCTION CO.

Dated

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

FOR: MANSON INTERNATIONAL, INC.

Dated

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

FOR: 5055 PROPERTIES, LLC

Dated

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

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



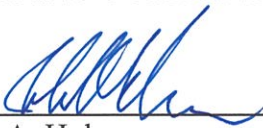
Name: John A. Holmes
Title: Manager
Address: 5209 East Marginal Way South
Seattle, WA 98134

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

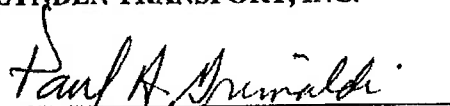
Dated


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

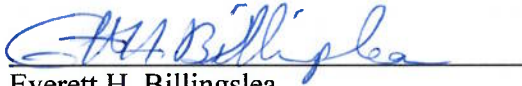

Name: Everett H. Billingslea
Title: Secretary
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

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

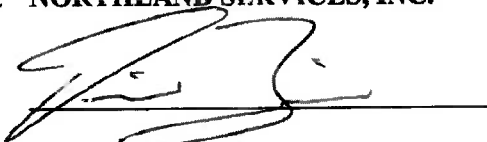


Dated

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**

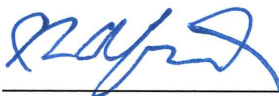
Dated

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

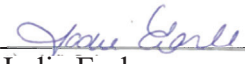
FOR: 8TH AVENUE TERMINALS, INC.

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

FOR: SURPLUS ITEMS INC.

Dated

**FOR: SEATTLE IRON & METALS
CORPORATION**

Dated

FOR: THE SHALMAR GROUP, LLC

Dated

FOR: SHALMAR 08, LLC

Dated

Page 38

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**

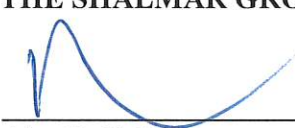
12-30-24
Dated



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

FOR: THE SHALMAR GROUP, LLC

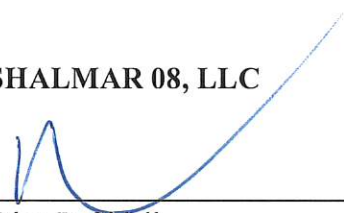
12-30-24
Dated



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
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**

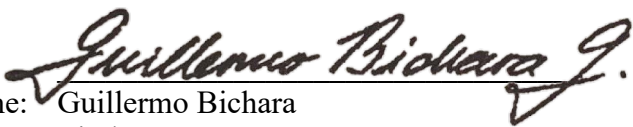
Dated

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.)

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

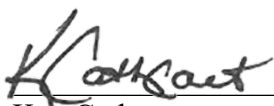
FOR: NORTHWEST AGGREGATES CO.

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.)**

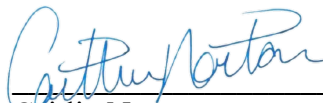
January 6, 2025
Dated



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.)**

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

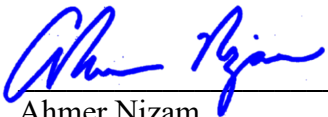
1/7/25
Dated

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

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

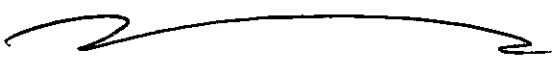
FOR: SILVER BAY LOGGING, INC.

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

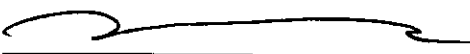


Name: Boyer Halvorsen
Title: President
Address: 7318 4th Avenue South
Seattle, WA 98108

Settlement Agreement and Mutual Release

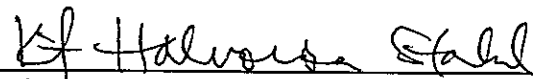
FOR: BOYER HALVORSEN

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

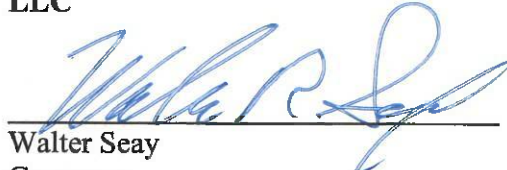
FOR: MAIA HALVORSEN

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 Luebke
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

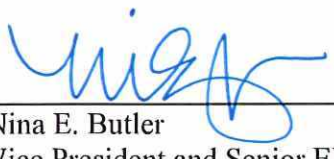
FOR: CONGLOBAL INDUSTRIES, LLC

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

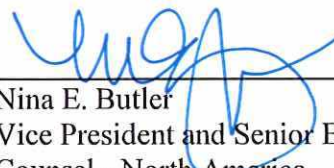


Name: Nina E. Butler
Title: Vice President and Senior EHS
Counsel - North America
Address: 1000 Abernathy Road NE
Atlanta, GA 30328

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

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

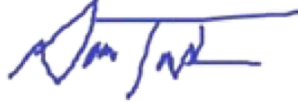
Name: Nina E. Butler
Title: Vice President and Senior EHS
Counsel - North America
Address: 1000 Abernathy Road NE
Atlanta, GA 30328

**FOR: SOUTH PARK MARINA LIMITED
PARTNERSHIP**

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
Address: 900 Ashwood Parkway, Suite 800
Atlanta, GA 30338

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Settlement Agreement and Mutual Release

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Dated Name: Nina E. Butler
Title: Vice President and Senior EHS
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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.**

1/6/2025

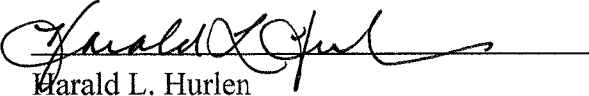
Dated Name: Patrick J. Shea
Title: Executive Vice President, General Counsel
and Secretary
Address: 3 Waterway Square Place, Suite 110
The Woodlands, TX 77380

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

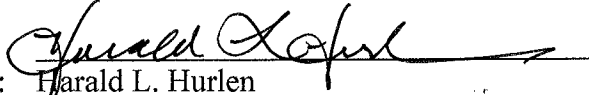
Dated


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

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

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

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

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

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

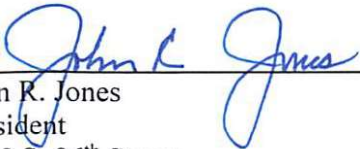
FOR: WEYERHAEUSER NR COMPANY

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

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. 6, 2024
Dated

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. 6, 2024
Dated

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

Name: Molly M. Jones
Title: 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.

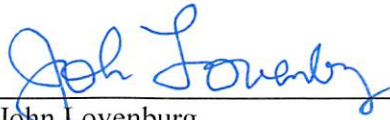
Dated

Name: _____
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

1/2/25

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

Dated

Name: _____
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

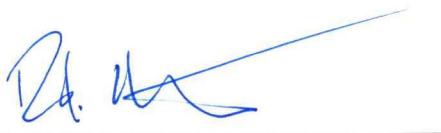
Dated



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

1/7/25

Dated



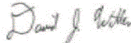
Name: Rick Mathews
Title: General Counsel
Address: 1808 Swift Drive
Oak Brook, IL 60523

Settlement Agreement and Mutual Release

FOR: FORD MOTOR COMPANY

Jan-05-2025

Dated

DocuSigned by:

22B1409E26D7402...
Name: David J. Wrench
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

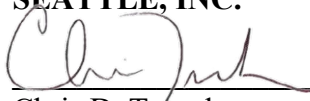
Name: Chris D. Trunck
Title: Secretary
Address: 1915 Rexford Rd, Charlotte, NC 28211

Settlement Agreement and Mutual Release

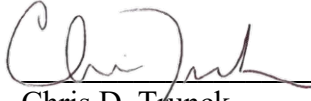
FOR: FORD MOTOR COMPANY

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: 
Title: Secretary
Address: 1915 Rexford Rd, Charlotte, NC 28211

FOR: DAVID J. JOSEPH COMPANY

1/7/2025
Dated Name: 
Title: Secretary
Address: 1915 Rexford Rd, Charlotte, NC 28211

FOR: NUCOR STEEL SEATTLE, INC.

1/7/2025
Dated Name: 
Title: Secretary
Address: 1915 Rexford Rd, Charlotte, NC 28211

Settlement Agreement and Mutual Release.

FOR: CHIYODA CORPORATION

1/7/2025
Dated

Name: Koji Otá
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

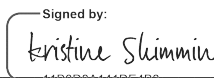
**FOR: CHIYODA INTERNATIONAL
CORPORATION**

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

Signed by:


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**

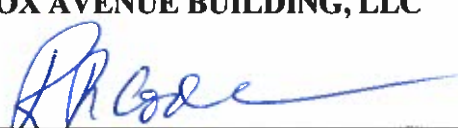
Dated

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 |
| "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: <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; | | | |
|---|--|--|--|

| | | | |
|--|----------------|----------------|--------------|
| <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

Settlement Agreement and Mutual Release

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: M. Weinberg

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:  _____

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: Everett H. Bingslea

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: Kristy T. Harlan

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

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| The Boeing Company | 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 | Katie Page Perkins Coie LLP 1201 3 rd Avenue, #4900 Seattle, WA 98101 kpage@perkinscoie.com *As of June 15, 2025 Katie Page Perkins Coie LLP 1301 2 nd Avenue Seattle, WA 98101 kpage@perkinscoie.com |
| Boyer Towing, Inc. / Boyer Logistics, Inc. / Boyer Halvorsen / Kirsten Halvorsen Stahl / Maia Halvorsen | Boyer Halvorsen 7318 Fourth Avenue South Seattle, WA 98108 (206) 763-8696 boyer@boyertowing.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 |
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| Chiyoda International Corporation / Chiyoda Corporation | Clark J. Davis (primary notice recipient) Davis Law Office, PLLC 7191 Wagner Way NW, Suite 202 Gig Harbor, WA 98335 (253) 858-9422 cdavis@cjd-law.com | 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_evan@chiyodacorp.com |
| ConGlobal Industries LLC | Paul Kleppetsch, General Counsel ConGlobal Industries LLC 8205 S. Cass Avenue, Suite 115 Darien, IL 60561 (708) 225-9846 pkleppetsch@conglobal.com | Houlihan Law PC Attn: John T. (JT) Cooke 100 N. 35th Street Seattle, WA 98103 (253) 722-8267 jt@houlihan-law.com |
| City of Seattle | 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 | 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 |

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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 |
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| 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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| Glacier Northwest, Inc. / Northwest Aggregates Co. | 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 | Deborah Murphey, Associate General Counsel CalPortland Company 2025 E. Financial Way Glendora, CA 91741 (626) 852-6293 dmurphey@calportland.com |
| Harald Hurlen / Hurlen Construction Co. / Hurlen Logistics, LLC / Six Twenty South Logistics, LLC / Six Fourteen South Logistics, LLC | Harald Hurlen 2505 School Street Solvang, CA 93463-9754 (206) 856-9987 hlhurlen@gmail.com | Alexandra Kleeman Hillis Clark Martin & Peterson P.S. 999 Third Avenue, Suite 4600 Seattle, WA 98104 (206) 470-7697 alexandra.kleeman@hcmp.com |
| Holcim (US) Inc. and its wholly-owned subsidiary, Surplus Items Inc. | Jodie Earle, Director, Litigation & Assistant Secretary Holcim (US) Inc. 6211 N. Ann Arbor Road Dundee, MI 48131 (734) 529-4360 Jodie.Earle@lafargeholcim.com | Paula Jantzen Ryan Whaley PLLC 400 North Walnut Avenue Oklahoma City, OK 73104 (405) 239-6040 pjantzen@ryanwhaley.com |
| International Paper Company | Brian E. Heim, General Counsel EHS & Sustainability International Paper 6500 Poplar Avenue Memphis, TN 38197 (901) 419-3824 Brian.heim@ipaper.com | |

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| Lafarge North America Inc. n/k/a Holcim Canada Holdings LLC and Lafarge PNW Inc. | <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> |
| Linde Inc. (f/k/a Praxair, Inc.) | <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> |
| "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>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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| <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 | | |
| Manson Construction Co., 5055 Properties, LLC, Manson Holding Co., Manson International, Inc. | John D. Heckel Assistant Secretary Manson Construction Co. 5209 E. Marginal Way S. Seattle, WA 98134 (206) 764-8531 jheckel@mansonconstruction.com | Douglas Steding Managing Partner Northwest Resource Law PLLC 71 Columbia Street, Suite 325 Seattle, WA 98104 (206) 971-1567 dsteding@nwresourcelaw.com |
| Northwest Container Services, Inc. | 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 | Erika H. Spanton Beveridge & Diamond P.C. 600 University Street, Suite 601 Seattle, WA 98101 (206) 315-3025 espanton@bdlaw.com |
| PACCAR Inc | Brian Haderlie PACCAR Inc 777 106th Avenue NE Bellevue, WA 98004 (425) 468-7055 Brian.Haderlie@PACCAR.com <i>and</i> PACCAR INC Attn: Law Department 777 106th Avenue NE Bellevue, WA 98004 | Andy F. Rigel Hillis Clark Martin & Peterson P.S. 999 Third Avenue, Suite 4600 Seattle, WA 98104 (206) 470-7643 andy.rigel@hcmp.com |

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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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| Seattle Boiler Works, Inc. / Frank H. Hopkins Family, LLC / Frederick J. Hopkins Family, LLC | Craig Hopkins 500 S. Myrtle Street Seattle, WA 98101 | 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 |
| Seattle Iron & Metals Corporation / The Shalmar Group, LLC / Shalmar 08, LLC / Simco Properties, LLC | Alan Sidell 601 S. Myrtle Street Seattle, WA 98108 (206) 682-0040 asidell@seairon.com | Alexandra Kleeman Hillis Clark Martin & Peterson P.S. 999 Third Avenue, Suite 4600 Seattle, WA 98104 (206) 470-7697 alexandra.kleeman@hcmp.com |
| Silver Bay Logging Inc. | Betty Buhler, Secretary] P. O. Box 270 Kelso, WA 98626-0023 (206) 715-4355 betbuhler@aol.com | Laura Maffei Cable Huston LLP 1455 SW Broadway, Suite 1500 Portland, OR 97201-3412 (503) 224-3092 lmaffei@cablehuston.com |
| South Park Marina Limited Partnership | Guy Crow South Park Marina Limited Partnership 8604 Dallas Avenue South Seattle, WA 98108 (206) 762-3880 Crow45@aol.com | Thomas D. Adams Karr Tuttle Campbell 701 Fifth Avenue, Suite 3300 Seattle, WA 98104 (206) 224-8026 tadams@karrtuttle.com |

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| Washington State Dept. of Transportation (WSDOT) | <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> |
| Wells Fargo Bank, N.A. | <p>Mike Johnson, Assistant General Counsel Wells Fargo Legal Department 90 S. 7th Street, 16th Floor Minneapolis, MN 55402 (612) 316-0744 Mike.Johnson@wellsfargo.com</p> | <p>Thomas M. Donnelly Daniel L. Corbett Jones Day 555 California Street, 26th Floor San Francisco, CA 94104 (415) 626-3939 tmdonnelly@jonesday.com dcorbett@jonesday.com</p> |
| WestRock Longview, LLC (f/k/a Longview Fibre Paper and Packaging, Inc.) / WestRock Services, LLC | <p>Nina Butler, Vice President and Senior EHS Counsel – North America Smurfit WestRock 1000 Abernathy Road NE Atlanta, GA 30328 (770) 326-8130 nina.butler@smurfitwestrock.com</p> | <p>David C. Weber, Principal Beveridge & Diamond, PC 600 University Street, Suite 1601 Seattle, WA 98101 (206) 315-4800 / (206) 315-4811 dweber@bdlaw.com</p> |
| Weyerhaeuser Company and its wholly-owned subsidiary, Weyerhaeuser NR Company | <p>Weyerhaeuser Company Attn: Law Department 220 Occidental Avenue South Seattle, WA 98104 (206) 539-4359 Zach.Hiatt@weyerhaeuser.com</p> <p><i>and</i></p> <p>Weyerhaeuser Company Attn: Luke Thies 105 Mills Drive Columbia Falls, MT 59912 (406) 897-8010 Luke.Thies@weyerhaeuser.com</p> | <p>Jeff C. Miller Miller Nash LLP 1140 SW Washington Street, Suite 700 Portland, OR 97205 (503) 205-2542 jeff.miller@millernash.com</p> |

Settlement Agreement and Mutual Release

**SETTLEMENT AGREEMENT AND MUTUAL RELEASE BETWEEN CONTINENTAL HOLDINGS, INC.,
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 Funding Party**” (as defined below), on the one hand, and the “**Settling LDWG Parties**” (as defined below), on the other hand. The Settling Funding Party and Settling LDWG Parties collectively shall be referred to as the “**Settling Parties**,” and each individually as a “**Settling Party**,” for the purpose of this Agreement only. This Agreement shall be effective on the Effective Date as defined in 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.

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

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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 the Consent Decree as defined below in Recital G, Ecology could have issued preliminary PLP notice letters to others, including the Settling Funding Party.

F. In accordance with the **Allocation MOA**, as defined below, 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 LDWG Parties have negotiated a Consent Decree among themselves, the United States, Ecology, the Settling Funding Party and the other parties listed in an appendix to the Consent Decree (the “**Settling Cash-Out Parties**,” defined below) relating to response action at the Site (“**Consent Decree**”). The Settling LDWG Parties will perform Site response action as required by the Consent Decree.

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 the **Bridge UAO**, as defined below, 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 Settling LDWG Parties have entered or may enter into separate settlement agreements with other parties, including but not limited to certain Settling Cash-Out Parties to provide lump sum payments toward past response costs and estimated future response costs for the Site, plus a premium.

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:

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1. Definitions. In addition to the definitions that are provided in any other part 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 defined in both the Consent Decree and in CERCLA, the Consent Decree's terms shall apply.

1.1 "Allocation MOA" means the LDW Alternative Dispute Resolution Memorandum of Agreement that governed the Allocation process among the Settling Parties and others.

1.2 "Bridge UAO" means the Unilateral Administrative Order regarding the Lower Duwamish Waterway Site (CERCLA Docket No. 10-2024-1077) and dated July 18, 2024.

1.3 "Double Recovery" is defined as any collateral funds that the Settling LDWG Parties, collectively or any of them, receive from any source that would pay for or reimburse one or more of the Settling LDWG Parties for part or all of the Funding Party's FAR share of Response Costs paid or to be paid under the Decree, such that the Settling LDWG Parties would be reimbursed twice for part or all of the Funding Party's share of costs absent an offset. Provided, however, that the following sources of funds shall not be considered double recovery: (i) MTCA grants issued to the County and/or City; (ii) King County's insurance recovery; (iii) funds the City received in settlement of its lawsuit against Monsanto, et al., Case No. 2-16-cv-00107 RAJ (W.D. WA.); (iv) funds the County has or will receive in settlement of *City of Long Beach v. Monsanto Co.*, No. 2-16-cv-03493-FMO-A (C.D. CA); (v) funds one or more Settling LDWG Parties obtain from parties listed on Appendix D or F of the Consent Decree or the Settling Federal Agencies as defined in the Consent Decree; and, (vi) funds EPA

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disburses to the Settling LDWG Parties pursuant to the Consent Decree.

- 1.4 “Effective Date”** of this Agreement is defined as the date a federal court approves and enters the Consent Decree; provided, however, that the release described in Paragraph 10 of this Agreement shall become effective as set forth in that Paragraph.
- 1.5 “FAR Share”** is defined as the MOA Participant and the United States Allocation shares assigned to each Settling Party in the Final Allocation Report (“**FAR**”) Attachment 1. The Settling Funding Party’s FAR Share is 1.7406%.
- 1.6 “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, including amendments thereto.
- 1.7 “Released Claims”** shall have the meaning set forth in Paragraph 10 below.
- 1.8 “Response Costs”** means Past Response Costs, Interim Response Costs, and Future Response Costs as defined in Section 2.1 through 2.5 below.
- 1.9 “Settling Cash-Out Party”** is defined as each entity that participated in the Allocation and that executes a final settlement agreement with the Settling LDWG Parties that requires the Settling Cash-Out Party to pay its FAR Share of the Settling LDWG Parties’ Past Response Costs and Future Response Costs, plus a premium, or such other amount as agreed to by the Settling LDWG Parties. Each Settling Cash-out Party is listed in Appendix D to the Consent Decree (collectively, “**Settling Cash Out Parties**”).

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- 1.10** “**Settling Funding Party**” is Continental Holdings Inc. as a successor to Continental Can Company, Inc.
- 1.11** “**Settling LDWG Party**” is defined as one of The Boeing Company, the City of Seattle, and King County.
- 1.12** “**Settling Parties**” for purposes of this Agreement is defined as the Settling Funding Party and Settling LDWG Parties collectively, with each individually referred to as a “**Settling Party**.”
- 1.13** The “**Site**” or the “**Lower Duwamish Waterway Site**” is as defined in the Consent Decree.
- 1.14** “**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 the Resource Conservation and Recovery Act; and (d) any “hazardous substance” under MTCA, RCW 70A.305.020(13).

2. Settlement Payments.

- 2.1** Within thirty (30) days after the Effective Date, the Settling Funding Party shall pay \$1,301,843.76, as directed by the Settling LDWG Parties. This payment amount is Settling Funding Party’s FAR Share of \$74,792,816.15, which, solely for the purpose of this Agreement, is the total amount of Response Costs for the Site that Settling LDWG Parties and Settling Funding Party have agreed are recoverable under CERCLA or MTCA and were incurred through December 31, 2022 (“**Past Response Costs**”).
- 2.2** Within sixty (60) days of receiving a payment demand from the Settling LDWG Parties, the Settling Funding Party shall pay its FAR Share of Response Costs incurred by the Settling LDWG Parties

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between January 1, 2023, and the Effective Date (“**Interim Response Costs**”).

2.3 The Settling Funding Party shall pay its FAR Share of the Settling LDWG Parties’ Response Costs incurred after the Effective Date (“**Future Response Costs**”).

2.4 **Interim Response Costs** and **Future Response Costs** under this agreement are limited to all costs that the **Settling LDWG Parties** reasonably allocate among themselves consistent with their respective **FAR Shares** in a timely manner.

2.5 Solely for the purpose of this Agreement, **Interim Response Costs** and **Future Response Costs** do not include costs the Settling LDWG Parties incur to provide the financial assurance mechanism that the Bridge UAO or Consent Decree requires them to provide.

2.6 The Settling LDWG Parties will establish a Trust (with a trustee) to receive funds for Future Response Costs from the Settling Funding Party (“**Trust**” and “**Trustee**”). The Settling LDWG Parties will direct the Trustee to issue an invoice within sixty (60) days after the Effective Date to the Settling Funding Party for its FAR Share of estimated Response Costs from the Effective Date through the remainder of the funding year in question, with each year running from January 1st through December 31st. The Settling Funding Party will pay the invoice no more than sixty (60) days after receipt.

2.6.1 The Settling LDWG Parties will direct the Trustee to draw on funds received from the Settling Funding Party to pay its FAR Share of Future Response Costs for the funding year period as those costs are incurred or invoiced for payment or reimbursement.

2.6.2 When funds are withdrawn from the Trust to pay or reimburse for the Settling Funding Party’s share of costs, the Settling Funding Party shall be

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provided with copies of the same invoices and/or other documentation the LDWG Parties receive.

- 2.6.3** If a shortfall is anticipated for the current funding year, a call for additional funds will be made by the Trustee to the Settling Funding Party to cover the Settling Funding Party's FAR Share of the estimated shortfall of costs through the end of the current funding year with funds due in ninety (90) days.
- 2.6.4** The Settling Funding Party will be provided with the same information provided by the Trustee to the Settling LDWG Parties regarding the notice of a potential shortfall and the calculation of the amount.
- 2.6.5** The Settling LDWG Parties will direct the Trustee to thereafter issue an invoice to the Settling Funding Party by November 1st of each year for its FAR Share of estimated Response Costs for the subsequent funding year. The Settling Funding Party will pay each invoice no more than sixty (60) days after receipt.
- 2.6.6** The Settling Funding Party will be provided with the same budgeting information available to the Settling LDWG Parties before the estimate of Response Costs for the coming funding year is finalized.
- 2.6.7** Neither the Trustee nor the Settling LDWG Parties have any obligation to invest funds paid by the Settling Funding Party or to deposit such funds into an interest-bearing account. However, if interest is earned or there is a positive return on invested funds from the Settling Funding Party, such interest or investment return shall inure to the benefit of the Settling Funding Party.
- 2.6.8** The Settling LDWG Parties shall direct the Trustee to provide the Settling Funding Party with an annual report showing the amounts and vendors paid with funds from the Settling Funding Party and any interest earned or positive return on investment of funds paid by the Settling Funding Party.

Settlement Agreement and Mutual Release

- 2.7** Twelve percent (12%) interest will accrue on any amount owed by the Settling Funding Party if not paid by the due date.
- 2.8** The Settling LDWG Parties will not charge the Settling Funding Party for amounts that would constitute a Double Recovery.
- 2.9** In the event a Settling LDWG Party receives a Double Recovery, that Settling LDWG Party shall repay the Settling Funding Party's share of the amount that qualified as a Double Recovery to the Trust for deposit in the sub-account of the Settling Funding Party within sixty (60) days of the Settling LDWG Party's acknowledgment that a Double Recovery was received or a determination through dispute resolution under this Agreement or by a court that a Double Recovery was received. If not paid within the sixty (60) days, such funds shall accrue twelve percent interest (12%) in favor of the Settling Funding Party until paid.

3. Other Entities.

- 3.1** The Settling LDWG Parties will have the sole right to bring and exclusive control over any future contribution or cost-recovery litigation to recover Response Costs from any entity.
- 3.2** Except for any funds that constitute a Double Recovery, the Settling LDWG Parties will be the sole beneficiaries of proceeds received from any other party for Response Costs, whether through a judgment or settlement.
- 3.3** The Settling Funding Party will be responsible for negotiating and paying the Port, whether in settlement or as a result of a judgment, whatever share of the Port's past response costs that the Settling Funding Party and the Port or a court determines is appropriate.

Settlement Agreement and Mutual Release

- 4. Control of the Work.** The Settling LDWG Parties shall control the means, manner and scope of the Work (defined in the Consent Decree) in consultation with EPA and the contractors. The Settling Funding Party is not entitled to control over the Work or any role in decision-making concerning the Work.
- 5. Disputes.** The Settling Funding Party shall be able to reasonably dispute: (a) whether invoiced costs constitute Response Costs, including whether they are necessary and consistent with the National Contingency Plan; (b) whether a Double Recovery has occurred; (c) whether the Settling Funding Party's FAR Share of the invoiced costs has been calculated correctly; and (d) whether there are mathematical errors or other mistakes in an invoice, such as double-counting of costs.
- 5.1** Any dispute must be initiated by the Settling Funding Party within sixty (60) days of an invoice, or within sixty (60) days of when it knew or should have known of an alleged Double Recovery.
- 5.2** Any dispute over costs shall first be addressed by a good faith effort by the Settling Parties to reach agreement. If that is not successful within a reasonable amount of time, then any of the Settling Parties may require that the Settling Parties involved in the dispute engage a mutually acceptable person with knowledge of the recoverability of costs incurred under CERCLA to render a recommendation. Costs for engaging the person shall be borne seventy-five percent (75%) by the Settling LDWG Parties involved in the dispute and twenty-five (25%) by the Settling Funding Party, unless the dispute is between the Settling Funding Party and only one of the Settling LDWG Parties in which case the costs for engaging the person would then be borne fifty percent (50%) by that single Settling LDWG Party and fifty percent (50%) by the Settling Funding Party.
- 5.3** The Settling Funding Party shall pay the full amount invoiced while the dispute proceeds, unless the Settling LDWG Parties agree otherwise.

Settlement Agreement and Mutual Release

If a dispute is resolved in favor of the Settling Funding Party, the Settling Funding Party will be assigned a credit for the disputed amount that was paid, with twelve percent (12%) interest accrued on that amount from the date the dispute was initiated until the date of resolution.

5.4 Settling Parties reserve the right to engage in litigation over disputes regarding this Agreement if good faith discussions and mediation are not successful in resolving the dispute.

6. Financial Assurance. The attached Guaranty of Lumen Technologies, Inc. and Level 3 Parent LLC ("**Guaranty**") forms a part of the consideration for this Agreement without which the Settling LDWG Parties would not have agreed to settle.

7. Liability. The Settling Funding Party will remain jointly and severally liable to the United States and the State of Washington as long as the Settling LDWG Parties are jointly and severally liable to the United States and the State of Washington.

7.1 Settling Funding Party's joint and several liability under the Consent Decree will be as provided in the Consent Decree.

7.2 As long as the Settling Funding Party or its Guarantors meet the Settling Funding Party's obligation under this Agreement and the Consent Decree to pay its 1.7406% FAR Share of Response Costs in accordance with the terms of this Agreement, the Settling Funding Party is not jointly and severally liable to the Settling LDWG Parties and will only be responsible to the Settling LDWG Parties for funding its own FAR Share of Response Costs, as provided in this Agreement.

8. Insurance. Whenever the Settling LDWG Parties execute a new contract after the Effective Date with a consultant or contractor and the Settling LDWG Parties are named as additional insured(s) or indemnified in policies by consultants or contractors retained

Settlement Agreement and Mutual Release

for the Work, they will use commercially reasonable efforts to require their consultants or contractors to extend the insurance coverage or indemnity so that the Settling Funding Party is also named as an additional insured/indemnatee under the same policies.

- 9. Consent Decree.** The Settling Funding Party shall sign the Consent Decree and shall not object to the Consent Decree.

9.1 The Settling Funding Party agrees that its 1.7406% FAR Share may be included in the Consent Decree and/or an appendix thereto.

- 10. Released Claims.**

10.1 Subject to the reservations in Paragraph 11, the Settling Funding Party and the Settling LDWG Parties shall mutually release each other for the “**Matters Addressed**,” as defined in the Consent Decree (“**Released Claims**”); however, this mutual release is conditioned upon each individual Settling Party fulfilling its obligations under the Consent Decree and this Agreement. Any Settling Party that does not fulfill its obligations under the Consent Decree or this Agreement and does not cure its default within sixty (60) days or as otherwise mutually agreed, shall no longer benefit from the release.

10.2 The release by the Settling Funding Party of claims against the Settling LDWG Parties shall take effect on the Effective Date. The release by the Settling LDWG Parties of the Settling Funding Party shall take effect upon payment by the Settling Funding Party of its FAR Share of Past Response Costs.

10.3 The Settling Funding Party shall sign an Appendix to the settlement between the Settling LDWG Parties and the Settling Cash-Out Parties that is a release between the Settling Funding Party and the Settling Cash-Out Parties as described in Appendix F to the settlement between the Settling LDWG Parties and the Settling Cash-out Parties.

Settlement Agreement and Mutual Release

11. Reservations. The Released Claims do not include the claims listed below and the Settling Parties to which the releases apply reserve all claims and defenses at law or in equity against each other for the claims listed below.

- 11.1** Breach or enforcement of the Allocation MOA, except for the reallocation of shared Allocation costs and database costs, which are being settled separately.
- 11.2** Breach of this Agreement.
- 11.3** Natural resource damages that a natural resource trustee has claimed or may claim against a Settling Party now or in the future.
- 11.4** Source control requirements imposed by Ecology or EPA, or the City or County consistent with Paragraph 11.10.
- 11.5** Personal injuries.
- 11.6** The presence of 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 migrated to any other site or area from the Lower Duwamish Waterway Site.
- 11.7** As to each Settling Party, any release(s) of Waste Materials, including migration, to the Site initially occurring, and for which that Settling Party has potential liability, between the date that this Agreement is signed and the Effective Date.
- 11.8** Response Costs incurred by the Settling LDWG Parties for new or additional remedial actions due to the negligent, reckless or intentional disturbance of a remedial cap by the Settling Funding Party.
- 11.9** The releases provided in Paragraph 10 do not extend to any entity that: (1) is or becomes affiliated with the Settling Funding Party (such as through an indemnity, merger or acquisition); (2) meets the definition in CERCLA of a Potentially Responsible Party or the

Settlement Agreement and Mutual Release

definition in MTCA of a Potentially Liable Party for the Lower Duwamish Waterway Site; (3) did not participate as a party in the Allocation; and (4) was not disclosed in the Allocation as a Potentially Liable Party or a Potentially Responsible Party (disclosure as a “Related Party” is insufficient).

11.10 The City and County reserve their rights 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 the Work or recovery for past Response Costs or future Response Costs.

11.11 The Settling LDWG Parties reserve their rights for breach of their separate settlement agreement among themselves.

12. Bar Order. The Settling Funding Party shall not object to and may join in a request that the court issue an order that bars all claims arising out of or related to Response Costs or Matters Addressed, as those terms are defined in the Consent Decree, that are brought against the Settling Parties or Settling Cash Out Parties by anyone, including claims by the United States and State of Washington (other than the claims reserved by the United States and the State of Washington in the Consent Decree) (“**Bar Order Claims**”). Bar Order Claims may be styled (without limitation) as claims for cost recovery, contribution, equitable indemnity, or damages under CERCLA, MTCA, other federal or state statutes, or the common law. Provided, however, that the Bar Order will not apply to bar claims that a Settling Party has breached this Agreement or has defaulted on its obligations under the Consent Decree. Further, the Bar Order shall not apply to 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.

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13. Disclosure. The Settling Funding Party consents and will not object to the Settling LDWG Parties, in their sole discretion, disclosing in contribution or cost recovery litigation or settlement negotiations regarding the Site, all or portions of Axlors remedial cost estimate report, all or portions of the FAR and its appendices, the Allocation parties' respective Allocation shares, that the Settling Funding Party agrees to pay its FAR Share of the Settling LDWG Parties' past Response Costs, and that the Settling Funding Party agrees to pay its FAR Share of the Settling LDWG Parties' future Response Costs. The Settling LDWG Parties shall seek a protective order with respect to use of the FAR and/or any portion of the FAR appendices in litigation or any other proceeding and shall seek a confidentiality agreement before disclosing the FAR and its appendices with any party that did not participate in the Allocation.

13.1 The Settling Funding Party consents to King County's disclosure to the State of Washington Department of Ecology, if needed for purposes of grant funding administration, only the portion(s) of the FAR addressing King County's insurance recovery and grant funding, with all other participant names or identifying information redacted, and made expressly on the condition that such disclosure is limited in scope and in no event effects any broader disclosure or waiver of the County's or other parties' mediation privilege as to the FAR otherwise.

13.2 The Settling LDWG Parties consent and will not object to the Settling Funding Party's disclosure of the FAR and its appendices in defense to a contribution or cost recovery claim, whether in litigation or settlement negotiations under CERCLA or MTCA regarding the Site. If the Settling Funding Party wishes to disclose the FAR in such litigation, it shall seek a protective order prior to disclosing the FAR and/or any portion of the FAR appendices in such litigation.

13.3 Nothing in this Agreement is intended to limit or restrict disclosure of the FAR as permitted by the Allocation MOA.

Settlement Agreement and Mutual Release

13.4 The Settling LDWG Parties and the Settling Funding Party agree nothing in this Agreement, including the limited, permitted disclosure of all or portions of the FAR and its appendices, constitutes a general waiver of the mediation privilege for the FAR and its appendices or for any other documentary or oral communication made in the context of the Allocation or in the related mediations and settlement negotiations, and further agree that they will not assert the mediation privilege has been waived more broadly than expressly allowed in this Agreement or in the Allocation MOA.

14. Future Cash-Out Settlement. The Settling Funding Party may seek a cash-out settlement with the Settling LDWG Parties in the future.

15. Transfer of Claims. The Settling Funding Party represents and warrants 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. The Settling Funding Party agrees it will not transfer its obligations under this Agreement or under the Consent Decree to any other person or entity without the express written consent of the Settling LDWG Parties.

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

Settlement Agreement and Mutual Release

- 17. 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.
- 18. 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.
- 19. 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.
- 20. Representations and Warranties.** The Settling Parties, and each of them, represent and warrant that the representations made in this Agreement are true and correct, and that they have the sole right and exclusive authority to execute this Agreement and to receive the consideration therefor.
- 21. 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.
- 22. 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,

Settlement Agreement and Mutual Release

subsidiaries, agents, heirs, successors, assigns, principals, officers, directors, members, governors, employees, and vessels.

- 23. Choice of Law and Venue.** 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.
- 24. 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 below and/or the designees of the Guarantors as indicated in Section 10 of the attached Guaranty. The Settling Parties will provide in writing changes or updates to their respective notice recipients as necessary.

| Settling Party | Designated Notice Recipient | Co-Recipient of Written Communications |
|-----------------|--|---|
| City of Seattle | 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 | 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 |
| King County | Kristie Elliott King County Prosecuting Attorney's Office 701 Fifth Avenue, Suite 600 Seattle, WA 98104 (206) 477-6758 Kristie.Elliott@kingcounty.gov | 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 |

Settlement Agreement and Mutual Release

| Settling Party | Designated Notice Recipient | Co-Recipient of Written Communications |
|----------------------------|---|---|
| | | Debra Williston King County Wastewater Treatment Division KSC-NR-0512 201 S. Jackson Street Seattle, WA 98104-3855 (206) 477-4850 Debra.Williston@kingcounty.gov |
| The Boeing Company | Katie Page Perkins Coie LLP 1201 Third Avenue Suite 4900 Seattle, WA 98101 kpage@perkinscoie.com | Marc Luesebrink Senior Counsel EHS Law Group The Boeing Company PO Box 3707 MX-11XT Seattle, WA 98124-2207 Marc.d.luesebrink@boeing.com |
| Continental Holdings, Inc. | Marcy Heronimus Assistant Secretary 931 14 th Street, 9 th Floor Denver, CO 80202 Marcy.Heronimus@Lumen.com | Vann Ellerbruch Senior Attorney 931 14 th Street, 9 th Floor Denver, CO 80202 Vann.Ellerbruch@Lumen.com |

25. Entire Agreement; Amendment. Except as otherwise stated in this Paragraph and in the attached Guaranty, this Agreement contains 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(s) between the Settling LDWG Parties; (2) the Consent Decree; or (3) the Allocation MOA.

Settlement Agreement and Mutual Release

26. 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.

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

DATED: December 20 2024

CONTINENTAL HOLDINGS INC.,
The Settling Funding Party

By: 

Printed Name: Marcy Heronimus

Its: Assistant Secretary

DATED: _____, 2024

THE BOEING COMPANY,
A Settling LDWG Party

By:

Printed Name:

Its:

Settlement Agreement and Mutual Release

26. 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.

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

DATED: _____, 2024

CONTINENTAL HOLDINGS INC.,
The Settling Funding Party

By: _____

Printed Name: _____

Its: _____

DATED: January 9, 2025

THE BOEING COMPANY,
A Settling LDWG Party

By:



Meredith Weinberg

Printed Name: _____

Counsel (Perkins Coie LLP)

Its: _____

Settlement Agreement and Mutual Release

DATED: _____, 2024

CITY OF SEATTLE,
A Settling LDWG Party

By:

Printed Name: _____

Its: _____

DATED: _____, 2024

KING COUNTY,
A Settling LDWG Party

By:

Printed Name: _____

Its: _____

Settlement Agreement and Mutual Release

GUARANTY OF LUMEN TECHNOLOGIES, INC. AND LEVEL 3 PARENT LLC

This Guaranty of Lumen Technologies, Inc. and Level 3 Parent LLC (“Guaranty”) is made in connection with, and as part of the consideration for, the Settlement Agreement and Mutual Release Between Continental Holdings, Inc., The Boeing Company, the City of Seattle, and King County (“Settlement Agreement”) to which this Guaranty is attached.

Definitions:

1. The definitions in the Settlement Agreement shall apply to this Guaranty as if fully set forth herein.
2. “CHI” shall mean Continental Holdings, Inc., the Settling Funding Party under the Settlement Agreement;
3. “Guarantor” or “Guarantors” shall mean one or both of Lumen Technologies, Inc. (“Lumen”) and Level 3 Parent LLC (“Level 3”). Except as otherwise set forth in this Guaranty, the terms “Guarantor” and “Guarantors” are used interchangeably and in each case means each Guarantor separately and together;
4. “Party” or “Parties” as used in this Guaranty shall mean and include one or both of the Guarantors together with CHI and the Settling LDWG Parties.

Guaranty:

For and in consideration of the mutual promises set forth herein and in consideration of the mutual promises set forth in the Settlement Agreement, the Guarantors and each of them, separately and together, agree as follows:

Settlement Agreement and Mutual Release

1. The above definitions and the terms of the Settlement Agreement are incorporated into this Guaranty as if fully set forth herein.

2. Each Guarantor separately, and together, absolutely and unconditionally guarantees CHI's timely payment of its payment obligations under the Settlement Agreement. This Guaranty applies to and is for payment, not collection.

3. If CHI defaults on any payment obligation under the Settlement Agreement, or otherwise fails for any reason to make any payment in a timely fashion, Level 3 in its capacity as the primary Guarantor, within ten (10) business days of receipt of a written demand by the Settling LDWG Parties, will absolutely, unconditionally, and fully pay that amount and all future amounts to the Settling LDWG Parties in the manner described in the Settlement Agreement. Settling LDWG Parties must make commercially reasonable efforts to obtain payment under this Guaranty from Level 3 before making a written demand for payment under this Guaranty from Lumen. In the event that Level 3 does not respond to a written demand for payment by the Settling LDWG Parties by making such payment within thirty (30) days of a written demand or is otherwise unable to fulfill the obligations set forth in this Guaranty for any reason, including because of any voluntary or involuntary liquidation, insolvency, bankruptcy, or reorganization of, or any other such events with respect to Level 3, then Lumen in its capacity as the secondary Guarantor, within thirty (30) days of receipt of a written demand by the Settling LDWG Parties, will absolutely, unconditionally, and fully pay that amount and all future amounts to the Settling Parties in the manner described in the Settlement Agreement.

4. In any effort to enforce this Guaranty, the prevailing party under such action shall be paid its attorney fees and costs by the opposing party.

Settlement Agreement and Mutual Release

5. This Guaranty shall not be discharged, reduced in its scope, or otherwise affected by: (i) any waiver of, extension of time with respect to, or failure to enforce, any obligation of CHI and/or the Guarantor(s) to the Settling LDWG Parties together, or any of them individually, (ii) any failure of the Settling LDWG Parties, or any of them individually, to give notice after the initial notice of any subsequent default or failure to pay by CHI or any other notice, (iii) any transfer by CHI of its interest in the underlying obligations, (iv) any unilateral attempt by Guarantor(s) to discharge any of CHI's obligations, or any compromise, settlement, release, renewal, change in, or modification of such obligations, (v) any voluntary or involuntary liquidation, insolvency, bankruptcy, or reorganization of, or any other such events with respect to, CHI, (vi) any setoff or counterclaim that CHI may have, or (vii) any other circumstances which might otherwise constitute a legal or equitable defense or discharge of a guarantor or surety.

6. Guarantors shall not be entitled to and hereby waive any and all defenses available to Guarantors, sureties and other secondary parties at law or in equity. Upon CHI's failure to pay as set forth in Paragraph 3 above, in order to hold either or both of the Guarantors liable hereunder, the Settling LDWG Parties need not further demand or resort to payment or performance by CHI or demand or resort to payment from any other person or corporation, their properties or assets or to any security, property or other rights or remedies whatsoever. Settling LDWG Parties shall have the right to enforce this Guaranty irrespective of whether or not legal proceedings or other enforcement efforts against CHI are pending. Without limiting the foregoing, it is understood that repeated and successive demands may be made to either or both of the Guarantors and recoveries may be had hereunder and this Guaranty shall nevertheless

Settlement Agreement and Mutual Release

remain in force and effect and shall apply to each and every subsequent payment obligation under the Settlement Agreement.

7. This Guaranty shall be a continuing, absolute, and unconditional guaranty, and shall remain in full force and effect until all monies guaranteed have been paid in full. Each Guarantor acknowledges that the total amount of CHI's obligation under the Settlement Agreement is unknown at this time and each nevertheless agrees to guaranty the full amount of CHI's obligation whatever it may be.

8. The Settling LDWG Parties, separately or together, may enforce this Guaranty directly against either or both of the Guarantors as set forth in Paragraph 3, whether or not the Settling LDWG Party or Parties are taking or have taken any actions against or with respect to CHI. The failure of Settling LDWG Parties to take any action against CHI shall in no way impair the obligations of Guarantors under this Guaranty.

9. Guarantors hereby acknowledge that (i) each will be benefitted by this Guaranty; (ii) this Guaranty does not violate any other contracts or obligations of the Guarantors and is the legal, valid, and binding obligation of the Guarantors; and (iii) each Guarantor has independently reviewed the facts underlying the anticipated Response Costs under the Consent Decree, made its own assessment thereof, and has not relied upon any representation of the Settling LDWG Parties as to the total amount of Response Costs to which CHI is obligated to contribute.

10. Notices to the Guarantors shall be made by regular US Mail or by email to the following:

| Guarantor | Designated Notice Recipient | Co-Recipient of Written Communications |
|--------------------|--|---|
| Level 3 Parent LLC | Lumen Legal Department 931 14 th Street, 9 th Floor | Vann Ellerbruch Senior Attorney |

Settlement Agreement and Mutual Release

| Guarantor | Designated Notice Recipient | Co-Recipient of Written Communications |
|--------------------------|--|---|
| | Denver, CO 80202 Legalaffairs@Lumen.com | 931 14 th Street, 9 th Floor Denver, CO 80202 Vann.Ellerbruch@Lumen.com |
| Lumen Technologies, Inc. | Lumen Legal Department 931 14 th Street, 9 th Floor Denver, CO 80202 Legalaffairs@Lumen.com | Vann Ellerbruch Senior Attorney 931 14 th Street, 9 th Floor Denver, CO 80202 Vann.Ellerbruch@Lumen.com |

11. Each Party to this Guaranty acknowledges that it has been represented by legal counsel, and that each has reviewed, and has had the benefit of legal counsel's advice concerning, all of the terms and conditions of this Guaranty and all of the Work required under the Consent Decree and any estimated total amount of Response Costs.

12. Each Party acknowledges that this Guaranty is the product of informed, arms-length negotiations among the Parties, and if any part of this Guaranty is deemed ambiguous or in conflict, it shall be construed as if it were drafted jointly by all Parties.

13. Each Party represents and warrants that each person who has signed this Guaranty in a representative capacity on that Party's behalf is duly authorized to enter into this Guaranty and to bind the Party on whose behalf he or she is signing.

14. The Parties, and each of them, represent and warrant that the representations made in this Guaranty are true and correct, and that they have the sole right and exclusive authority to execute this Guaranty and to receive the consideration therefor.

15. This Guaranty shall be binding on successors and assigns of the Parties and shall inure to the benefit of each Party's parent companies, subsidiaries, agents, heirs, successors,

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assigns, principals, officers, directors, members, governors, employees, and vessels. This Guaranty 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 Guaranty 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 Parties agree that any dispute arising under this Guaranty shall be heard in King County Superior Court in Seattle. This Guaranty 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.

DATED: Dec 20, 2024

LUMEN TECHNOLOGIES, INC.

By:



Printed Name: Andrea Genschaw

Its:

Chief Accounting Officer and Controller

Settlement Agreement and Mutual Release

DATED: Dec 20, 2024

LEVEL 3 PARENT LLC

By: Agus Shu

Printed Name: Andrea Genschaw

Its: Chief Accounting Officer and Controller

DATED: _____, 2024

THE BOEING COMPANY,

A Settling LDWG Party

By:

Printed Name: _____

Its: _____

DATED: _____, 2024

CITY OF SEATTLE,

A Settling LDWG Party

By:

Printed Name: _____

Its: _____

Settlement Agreement and Mutual Release

DATED: _____, 2024

LEVEL 3 PARENT LLC

By:

Printed Name: _____

Its: _____

DATED: January 9, 2025

THE BOEING COMPANY,

A Settling LDWG Party

By: 

Meredith Weinberg

Printed Name: _____

Counsel (Perkins Coie LLP)

Its: _____

DATED: _____, 2024

CITY OF SEATTLE,

A Settling LDWG Party

By:

Printed Name: _____

Its: _____

Settlement Agreement and Mutual Release

DATED: _____, 2024

KING COUNTY,

A Settling LDWG Party

By:

Printed Name: _____

Its: _____

**SETTLEMENT AGREEMENT REGARDING SHARED ALLOCATION AND
DATABASE COSTS**

This Settlement Agreement Regarding Shared Allocation and Database Costs (“**Allocation Costs Settlement Agreement**”) is entered into by and between the “**Non-LDWG Parties**” (as defined below), on the one hand, and the “**LDWG Parties**” (as defined below), on the other hand. The Non-LDWG Parties and LDWG Parties collectively shall be referred to as the “**Settling Parties**,” and each individually as a “**Settling Party**.” This Allocation Costs Settlement Agreement shall be effective on the date when all Settling Parties have signed this Allocation Costs Settlement Agreement (“**Effective Date**”).

WHEREAS,

A. The Settling Parties engaged in an alternative dispute resolution process called the Duwamish Allocation;

B. The Duwamish Allocation was governed by an agreement called the Alternative Dispute Resolution Memorandum of Agreement (April 2014), and any subsequent amendments thereto (“**Allocation MOA**”);

C. Paragraph 11.2 of the Allocation MOA provided that the LDWG Parties and the Port of Seattle would initially pay half of the “Shared Costs,” as defined in the Allocation MOA (the definition of which is provided below in Paragraph 1.4), and the other half initially would be shared equally by the Non-LDWG Parties;

D. Paragraph 11.3 of the Allocation MOA provided that once the Duwamish Allocation was completed, the parties would reallocate “Shared Costs” to reflect the Final Allocation, as defined in the Allocation MOA. The Settling Parties agree that their Final Allocation shares for this purpose are the shares on the “Participating Parties Plus US” attachment to the Final

***Shared Allocation and Database Costs
Settlement Agreement***

Allocation Report (“**FAR**”) (i.e. FAR Attachment 1). The Settling Parties wish to memorialize the amount of Shared Costs and their reallocation in this Allocation Costs Settlement Agreement; and

E. The parties to the Allocation MOA paid for the costs of a shared document repository and database (“**Database Costs**”). The Settling Parties dispute whether the Database Costs are “Shared Costs,” subject to reallocation under the Allocation MOA, but have decided to settle that dispute in this Allocation Costs Settlement Agreement.

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 are hereby acknowledged, the Settling Parties agree as follows:

1. Definitions.

1.1 “**LDWG Parties**” means the City of Seattle, King County and The Boeing Company.

1.2 “**Non-LDWG Parties**” means all other parties to this Allocation Costs Settlement Agreement.

1.3 “**Duwamish Allocation Trust**” means the trust that has handled funds from the parties participating in the Duwamish Allocation and the payments to the Allocator and others. The Trustee is Dan Silver.

1.4 “**Shared Costs**” were defined in the Allocation MOA Paragraph 11.1 as follows:

"Shared Costs" are “costs incurred pursuant to the contract with the Allocator pursuant to Section 4.2 [of the MOA] and any other contract or invoice approved by a majority of the Steering Committee for services related to the Allocation Process. If the Steering Committee determines certain costs should be shared on other than a per capita or Final Participating Party Equitable Share basis, it shall notify the Participating Parties and give them an opportunity to comment before issuing any

***Shared Allocation and Database Costs
Settlement Agreement***

notice of Shared Costs that would contain an adjustment for those costs. Any such determination requires the approval of a majority of the Steering Committee.”

2. Reallocation of Shared Costs.

2.1 The Settling Parties agree that Shared Costs include fees and costs for:

1. The Allocator (John Barkett and others at Shook Hardy Bacon LLP)
2. Axlor Future Cost Estimate
3. Trustee Dan Silver
4. Paralegal Support for Allocation
5. Third Party Support for Mediation
6. Tax Return Accounting

2.2 To effectuate the Settling Parties’ agreement on reallocation of the Shared Costs, the City, which holds the contract with the Trustee, shall direct the Trustee to issue invoices to the following Settling Parties to pay the amounts specified in Column B of Attachment 1 (titled, “Payments and Distributions of Shared Allocation Costs and Database Costs”) into the Duwamish Allocation Trust: The Boeing Company, the City of Seattle, Duwamish Shipyard, Inc., Pharmacia, Continental Can Co./Continental Holdings, Inc., and PACCAR Inc. The Trustee shall also be directed to send invoices to the City of Seattle and The Boeing Company for the amounts in paragraph 3.1. Payments shall be made within thirty (30) days of receipt of the invoice.

2.3 The City will direct Trustee Dan Silver to disburse the payments made pursuant to Paragraph 2.2 to the Settling Parties other than those identified in Paragraph 2.2. Those payments shall be made by Trustee Dan Silver in accordance with the amounts shown in Column C of Attachment 1 (“Distributions of Shared Allocation Costs”) and further payment instructions as stated in Attachment 1.

3. Settlement of Database Costs.

3.1 The Settling Parties do not agree whether the Database Costs qualify as Shared Costs under the Allocation MOA, and therefore do not agree which part(ies) are responsible for payment of the Database Costs. In order to resolve the dispute over Database Costs, the LDWG Parties shall pay the following amounts, totaling Four Hundred Thousand and 00/100 Dollars (\$400,000):

3.1.1 Boeing: \$214,358.38

3.1.2 City of Seattle: \$125,852.28

3.1.3 King County: \$59,789.34, to be made by way of a \$59,789.34 reduction in the \$180,151.45 amount to be paid to the County, for a net total payment to the County of \$120,362.11, as set forth in Column F of Attachment 1.

These payments are reflected in Column D of Attachment 1 (“Payments of Database Costs.”)

3.2 The City will direct Trustee Dan Silver to disburse the payments made pursuant to Paragraph 3.1 to the Non-LDWG Parties in accordance with Column E in Attachment 1 (“Distributions of Database Costs”) and further payment instructions as stated in Attachment 1.

3.3 The payments to and disbursements by Trustee Dan Silver required by Paragraphs 2.2, 2.3, 3.1, and 3.2 above are combined as shown in Column F in Attachment 1. Parties required to make payments to Trustee Dan Silver under Paragraphs 2.2 and 3.1 are authorized to make a single payment as shown in Column F in Attachment 1. Trustee Dan Silver is authorized to disburse a single payment to each Settling Party entitled to a payment as shown in Column F in Attachment 1.

***Shared Allocation and Database Costs
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- 3.4 The LDWG Parties shall not have responsibility for distribution of the payments made pursuant to Paragraph 3.1 to or among the Non-LDWG Parties, and the Non-LDWG Parties agree that they shall not bring any claims against one or more LDWG Parties or against one another based on the distribution of the payments made pursuant to Paragraph 3.1 to or among Non-LDWG Parties.
- 3.5 The LDWG Parties shall retain copies of the shared database for purposes of complying with their records retention obligations in the Unilateral Administrative Order issued by EPA on July 18, 2024 (Docket No. 10-2024-1077) and the Consent Decree that the Settling Parties may enter into with EPA in the future. The LDWG Parties are not obligated to maintain the documents in a database in a searchable format. The “copy of the shared database” may be in any electronic format that the LDWG Parties deem appropriate. The LDWG Parties shall expeditiously notify the other Settling Parties when they receive an EPA information request for information or records in the database, addressing such notice to the designees according to paragraph 10 of this Allocation Costs Settlement Agreement. Such notice shall include a copy of EPA’s request. The LDWG Parties may disclose the information and records in the database to respond to EPA information requests, provided that the LDWG Parties shall assert that the Mediation Privilege applies to documents that were created for the Allocation, including, but not limited to, responses to the Allocation questionnaire, position papers, expert reports, rebuttals, replies, deposition transcripts, and communications with the Allocator and with one another during the Allocation Process, as described in section 5.1.5.4 of the Allocation MOA, and that the LDWG Parties shall assert applicable privileges or exemptions under federal or

***Shared Allocation and Database Costs
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state law that apply to documents marked as “Confidential Business Information,” “Confidential,” “Proprietary,” or “Business Secret” as described in sections 5.1.5.2 and 5.1.5.3 in the Allocation MOA. If EPA requires disclosure of “Mediation Privileged” documents or documents marked as “Confidential Business Information,” “Confidential,” “Proprietary,” or “Business Secret” as described in sections 5.1.5.2 and 5.1.5.3 of the Allocation MOA, the other Settling Parties may take such action as they deem appropriate. A Settling Party may also communicate with EPA or take action regarding other documents for which EPA seeks disclosure. Further, the provisions in sections 5.1.5.4, 5.1.5.6 and 5.1.5.7 of the Allocation MOA regarding confidentiality and requests for public records continue to apply to the records from the shared database. This paragraph does not obligate the LDWG Parties to provide the Non-LDWG Parties with access to or copies of any records contained in the database at any point in the future. Retention of copies of the shared database by the LDWG Parties is not intended to and will not satisfy the record retention obligations of the Non-LDWG Parties.

4. Final Settlement. This Allocation Costs Settlement Agreement fully and finally resolves all claims the Settling Parties have or could have against each other for reallocation of Shared Costs and Database Costs, whether or not such claims arise under the Allocation MOA or under other contract or law. This Allocation Costs Settlement Agreement contains all of the terms and conditions agreed upon by the Settling Parties relating to Shared Costs and Database Costs. It supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and communications between or among the Settling Parties, whether oral or written, respecting Shared Costs and Database Costs.

***Shared Allocation and Database Costs
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5. Counterparts. This Allocation Costs Settlement Agreement may be executed in counterparts 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.
6. Authority. Each Settling Party represents and warrants that it has the sole right and exclusive authority to execute this Allocation Costs Settlement Agreement and to receive the consideration therefor; and each person who has signed this Allocation Costs Settlement Agreement in a representative capacity on that Settling Party's behalf is duly authorized to enter into this Allocation Costs Settlement Agreement and to bind the Settling Party on whose behalf he or she is signing.
7. 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 Allocation Costs Settlement Agreement.
8. Ambiguity. Each Settling Party acknowledges that this Allocation Costs Settlement Agreement is the product of informed, arms-length negotiations among the Settling Parties, and if any part of this Allocation Costs Settlement Agreement is deemed ambiguous or in conflict, it shall be construed as if it were drafted jointly by all Settling Parties.
9. Binding Effect. This Allocation Costs Settlement 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.

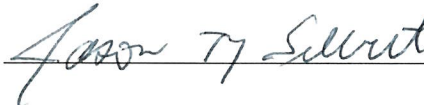
*Shared Allocation and Database Costs
Settlement Agreement*

10. 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 Attachment 2 to this Allocation Costs Settlement Agreement.
11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.
12. Governing Law. This Allocation Costs Settlement 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 Allocation Costs Settlement 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 Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the
following Settling Party has executed
this Allocation Costs Settlement
Agreement as of the day and year
indicated below. DATED:

12/29, 2024

Party Name: Ardagh Glass Inc. F.K.A.
Saint Gobain Containers Inc.

Its: 

Printed Name: Jason Ty Sibbitt

Its: Associate General Counsel

***Shared Allocation and Database Costs
Settlement Agreement***

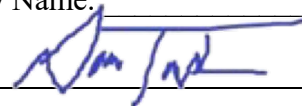
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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December 27, 2024

Party Name: Ash Grove Cement Company
By: 
Printed Name: David M. Toolan
Its: Assistant Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

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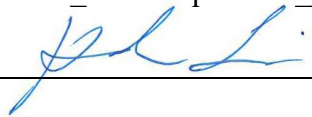
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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 3, 2025

Party Name: Ball Corporation

By: 

Printed Name: Hannah Lim-Johnson

Its: SVP & Chief Legal Officer

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the
following Settling Party has executed
this Allocation Costs Settlement
Agreement as of the day and year
indicated below. DATED:

January 6, 2024

Party Name: Bayer CropScience LP

By: Molly M. Jones

Printed Name: Molly M. Jones

Its: Sr. Asst. General Counsel

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

1/2, 2025

Party Name: BNSF Railway Company

By: John Lovenburg

Printed Name: John Lovenburg

Its: Vice President Environment & Sustainability

***Shared Allocation and Database Costs
Settlement Agreement***

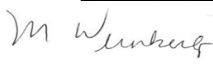
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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 9, 2025

Party Name: The Boeing Company
By: 
Printed Name: Meredith Weinberg
Its: Counsel (Perkins Coie LLP)

***Shared Allocation and Database Costs
Settlement Agreement***

10. 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 Attachment 2 to this Allocation Costs Settlement Agreement.

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

12/30/24, 2024

Boyer Towing, Inc. and its affiliate,

Party Name: Boyer Logistics, Inc.

By: 

Printed Name: Boyer Halvorsen

Its: President / President

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

Jan. 7, 2025, ~~2024~~

Party Name: CenterPoint 8801 Marginal LLC
By: CenterPoint Properties Trust,
it's sole member

By: 

Printed Name: **Rick A. Mathews**
Senior Vice President, General Counsel

Its: 

Michael Tortorici
Senior Vice President, Treasurer

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the
following Settling Party has executed
this Allocation Costs Settlement
Agreement as of the day and year
indicated below. DATED:

1/17/2025, 2025

Party Name: Chiyoda Corporation

By: _____

Printed Name: Koji Ota

Its: Representative Director,

President & CEO

***Shared Allocation and Database Costs
Settlement Agreement***

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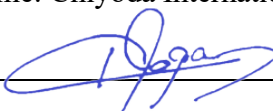
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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

07 January, 2025

Party Name: Chiyoda International Corporation

By: _____

Printed Name: Katsuhiko Jogan

Its: President

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 3, 2024⁵

Party Name: Conglobal Industries, LLC

By: Paul Kleppetsch

Printed Name: Paul Kleppetsch

Its: VP, General Counsel

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December 23, 2024

Party Name: Continental Holdings, Inc.



By:

Printed Name: Marcy Heronimus

Its: Assistant Secretary

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the
following Settling Party has executed
this Allocation Costs Settlement
Agreement as of the day and year
indicated below. DATED:

JAN 6, 2025, 2024

Party Name: 8th Avenue Terminals. Inc.

By: 

Printed Name: Reece Alford

Its: Corporate Secretary

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the
following Settling Party has executed
this Allocation Costs Settlement
Agreement as of the day and year
indicated below. DATED:

JAN 6, 2025, 2024

Party Name: Crowley Marine Services, Inc.

By: 

Printed Name: Reece Alford

Its: Corporate Secretary

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December 30,
_____, 2024

Party Name: Delta Marine Industries, Inc.

By: _____

Printed Name: John R. Jones

Its: President

***Shared Allocation and Database Costs
Settlement Agreement***

10. 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 Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement 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 Allocation Costs Settlement 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 Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

12/12, 2024

Party Name: Duwamish Shipyard, Inc.

By: 

Printed Name: Kyle McCleary

Its: Secretary/Treasurer

*Shared Allocation and Database Costs
Settlement Agreement*

10. 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 Attachment 2 to this Allocation Costs Settlement Agreement.
11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.
12. Governing Law. This Allocation Costs Settlement 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 Allocation Costs Settlement 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 Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the
following Settling Party has executed
this Allocation Costs Settlement
Agreement as of the day and year
indicated below. DATED:

1/9/2025, 2024

Party Name: EARLE H. JORGENSEN COMPANY

By: W. J.

Printed Name: WILLIAM A. SMITH JR

Its: VP & SECRETARY

***Shared Allocation and Database Costs
Settlement Agreement***

10. 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 Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement 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 Allocation Costs Settlement 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 Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 5, 2025
_____, 2024

Ford Motor Company

Party Name: _____

By: _____

Printed Name: _____

Assistant Secretary
Its: _____

DocuSigned by:



22B1409E26D7402...

David J. Witten

10. 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 Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement 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 Allocation Costs Settlement 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 Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

12 - 23, 2024

Party Name: Fox Ave Building

By: [Signature]

Printed Name: Robert B Cole

Its: member

***Shared Allocation and Database Costs
Settlement Agreement***

10. 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 Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement 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 Allocation Costs Settlement 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 Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below.

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

By: _____

DATED:

Printed Name: Chris Trunck

1/7/2025, 2024

Its: _____

***Shared Allocation and Database Costs
Settlement Agreement***

10. 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 Attachment 2 to this Allocation Costs Settlement Agreement.
11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.
12. Governing Law. This Allocation Costs Settlement 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 Allocation Costs Settlement 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 Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December 30, 2024

Party Name: Glacier Northwest, Inc. and Northwest
Aggregates Co.

By: 

Printed Name: Allen Hamblen

Their: President and CEO

***Shared Allocation and Database Costs
Settlement Agreement***

10. 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 Attachment 2 to this Allocation Costs Settlement Agreement.
11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.
12. Governing Law. This Allocation Costs Settlement 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 Allocation Costs Settlement 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 Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:
January 8, 2025

Hanson Permanente Cement, Inc. (f/k/a
Kaiser Cement Corp.) & its wholly-owned

Party Name: subsidiary Kaiser Gypsum Co., Inc.

By: 

Digitally signed by Charles E. McChesney II
DN: cn=Charles E. McChesney II, o=Three Rivers Management, Inc.,
ou=Heidelberg Materials US, Inc.,
email=charles.mcchesney@heidelbergmaterials.com, c=US
Date: 2025.01.08 12:50:45 -0500

Printed Name: Charles E. McChesney II

V. Pres. & Sec., Hanson Permanente Cement, Inc.
Its: V. Pres. & Sec., Kaiser Gypsum Co., Inc.
Chief Legal Counsel, Three Rivers Management, Inc.
agent for Hanson Permanente Cement, Inc. & for Kaiser
Gypsum Co., Inc.
c/o Three Rivers Management, Inc.
600 River Ave, Ste 200
Pittsburgh, PA 15212
(412) 327-8207
charles.mcchesney@trmi.biz
TRMINoticeProvisions@trmi.biz

***Shared Allocation and Database Costs
Settlement Agreement***

10. 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 Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 6, 2025

Party Name: Holcim (US) Inc.

By: 

Printed Name: Jodie Earle

Its: Assistant Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

10. 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 Attachment 2 to this Allocation Costs Settlement Agreement.

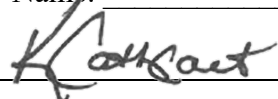
11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement 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 Allocation Costs Settlement 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 Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 6, 2025

Party Name: Holcim Canada Holdings LLC (f/k/a Lafarge North America)

By: 

Printed Name: Ken Cathcart

Its: Vice President, General Counsel, North America and Assistant Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

10. 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 Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

27 DEC 2024, 2024

Party Name: HURLEN CONSTRUCTION COMPANY

By: 

Printed Name: HAROLD L. HURLEN

Its: 27 DEC 2024 PRESIDENT

***Shared Allocation and Database Costs
Settlement Agreement***

10. 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 Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement 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 Allocation Costs Settlement 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 Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 7, 2025

Party Name: International Paper Company
By: Brian E. Heim
Printed Name: Brian E. Heim
Its: General Counsel, EHS & Sustainability

***Shared Allocation and Database Costs
Settlement Agreement***

10. 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 Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement 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 Allocation Costs Settlement 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 Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 6, 2025

Party Name: Lafarge PNW Inc.

By: _____

Printed Name: Caitlin Norton

Its: General Counsel and Assistant Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

10. 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 Attachment 2 to this Allocation Costs Settlement Agreement.

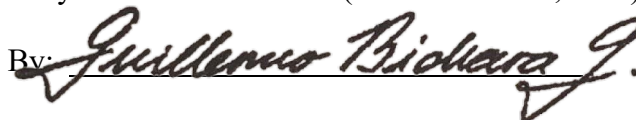
11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement 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 Allocation Costs Settlement 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 Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 8, 2025

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

By: 

Printed Name: Guillermo Bichara

Its: Executive Vice President & Chief Legal Officer

Lynden Parties

***Shared Allocation and Database Costs
Settlement Agreement***

10. 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 Attachment 2 to this Allocation Costs Settlement Agreement.
11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.
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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: Alaska Marine Lines, Inc.

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

10. 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 Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: Douglas Management Co.

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

10. 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 Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: Swan Bay Holdings, Inc.

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

10. 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 Attachment 2 to this Allocation Costs Settlement Agreement.


11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: Bering Marine Corporation

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

10. 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 Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: 7100 1st Ave., S., Seattle, LLC

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

10. 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 Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: Lynden Incorporated

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the
following Settling Party has executed
this Allocation Costs Settlement
Agreement as of the day and year
indicated below. DATED:

December, 2024

Party Name: Lynden Services Inc.

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

10. 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 Attachment 2 to this Allocation Costs Settlement Agreement.

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: Lynden Marine Leasing LLC, and its Subsidiaries*

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

*see attached

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
Yukon Trader, LLC.

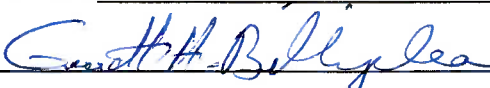
***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: Knik Construction, Co., Inc.

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the
following Settling Party has executed
this Allocation Costs Settlement
Agreement as of the day and year
indicated below. DATED:

December, 2024

Party Name: 5600 W. Marginal Way, SW, Seattle, LLC

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

10. 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 Attachment 2 to this Allocation Costs Settlement Agreement.

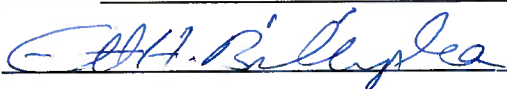
11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement 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 Allocation Costs Settlement 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 Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: 5615 W. Marginal Way, SW, Seattle, LLC

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: Lynden Transport, Inc.

By: Paul A. Grimaldi

Printed Name: Paul A. Grimaldi

Its: President

***Shared Allocation and Database Costs
Settlement Agreement***

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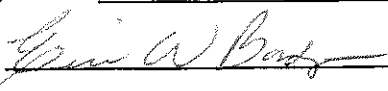
11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

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IN WITNESS WHEREOF, the
following Settling Party has executed
this Allocation Costs Settlement
Agreement as of the day and year
indicated below. DATED:

December, 2024

Party Name: LTI, Inc.

By: 

Printed Name: Eric Badger

Its: President

***Shared Allocation and Database Costs
Settlement Agreement***

10. 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 Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Northland Services, Inc. on behalf of
Jore Marine Services, Inc., a dissolved

Party Name: corporation

By: 

Printed Name: Oliver Zidek

Its: General Manager

***Shared Allocation and Database Costs
Settlement Agreement***

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Northland Services, Inc. on Behalf of
Naknek Barge Lines, a dissolved company

IN WITNESS WHEREOF, the
following Settling Party has executed
this Allocation Costs Settlement
Agreement as of the day and year
indicated below. DATED:

Party Name: _____

By: _____

Printed Name: Oliver Zidek

December, 2024

Its: General Manager

***Shared Allocation and Database Costs
Settlement Agreement***

10. 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 Attachment 2 to this Allocation Costs Settlement Agreement.

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: Northland Services, Inc.

By: 

Printed Name: Oliver Zidek

Its: General Manager

End of Lynden Parties

*Shared Allocation and Database Costs
Settlement Agreement*

10. 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 Attachment 2 to this Allocation Costs Settlement Agreement.

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December 23, 2024

Party Name: Manson Construction Co.

By: 

Printed Name: John A. Holmes

Its: President

***Shared Allocation and Database Costs
Settlement Agreement***

10. 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 Attachment 2 to this Allocation Costs Settlement Agreement.

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 6, ~~2024~~
2025

Party Name: Northwest Container Services, Inc.

By: 

Printed Name: Patrick J. Shea

Its: Executive Vice President, General Counsel and Secretary

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 7, 2024

Party Name: PACCAR Inc

By: 

Printed Name: Michael K. Walton

Its: Vice President and General Counsel

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the
following Settling Party has executed
this Allocation Costs Settlement
Agreement as of the day and year
indicated below. DATED:

_____, 2024

Party Name: Pharmacia LLC

By: Molly M. Jones

Printed Name: Molly M. Jones

Its: Sr. Assistant General Counsel

*Shared Allocation and Database Costs
Settlement Agreement*

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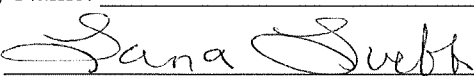
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IN WITNESS WHEREOF, the
following Settling Party has executed
this Allocation Costs Settlement
Agreement as of the day and year
indicated below. DATED:

December 19th, 2024

Party Name: Puget Sound Energy, Inc.

By: 

Printed Name: Lorna Luebke

Its: Sr VP General Counsel & Chief Sustainability Officer

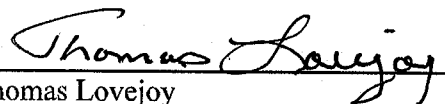
***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

12/23/2024, 2024

FOR: PSFL Leasing, Inc. (formerly known as Puget Sound Truck Lines, Inc.), a dissolved corporation, pursuant to RCW 23B.14.050(1)


Name: Thomas Lovejoy
Title: Former Chairman

All reallocation payments to PSFL Leasing, Inc. (formerly known as Puget Sound Truck Lines, Inc.), shall be made to its insurers.

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

1/3/2025
_____, 2024

Party Name: S&JA Hale Family Limited Partnership

By: Signed by:


11B0D8A141DE4B3
Printed Name: Kristine Shimmin

Its: Co-Personal Representative Estate of Jo Ann Hale

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

6 Jan 2025, 2024

Party Name: SeaTac Marmie Properties
By: Walter R. Seay
Printed Name: Walter R. Seay
Its: President

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

16 Jan 2025, 2024

Party Name: SeaTite Marine Services

By: Walter R. Seay

Printed Name: Walter R. Seay

Its: President

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

1/6/2025, ~~2024~~

Party Name: SEATTLE BOILERWORKS INC

By: 

Printed Name: CRAIG HOPKINS

Its: PRESIDENT

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December 30, 2024

Party Name: SEATTLE IRON & MEALS CORP
By: [Signature]
Printed Name: ALAN SIDELL
Its: PRESIDENT

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

12/27/, 2024

Party Name: Silver Bay Logging, Inc.

By: Betty Buhler

Printed Name: Betty Buhler

Its: Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below.

Party Name: **South Park Marina Limited Partnership***

By: 

Printed Name: Guy Crow

DATED: 1/2/2025, 2024

Its: General Partner and Limited Partner

*shown in Attachment 1 as "South Park Marina, L.P."

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 6, 2025

Party Name: SURPLUS ITEMS INC.

By: 

Printed Name: Lisa McCormick

Its: Assistant Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

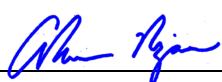
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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:
January 2, 2025

Party Name: Washington State Department of Transportation

By: 

Printed Name: Ahmer Nizam

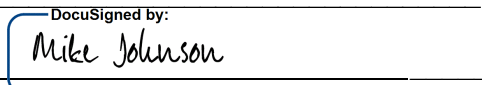
Its: Director of Environmental Services

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

1/6/2025, 2024

Party Name: Wells Fargo Bank, N.A.
By: 
Printed Name: Mike Johnson
Its: Assistant General Counsel | Executive Director

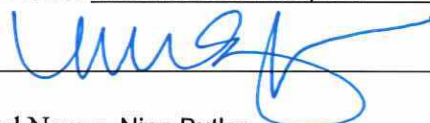
*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

Jan. 6, 2024 15

Party Name: WestRock Services, LLC

By:  _____

Printed Name: Nina Butler

Its: Vice President and Senior EHS Counsel – North America

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

Jan. 6, 2024 5

WestRock Longview, LLC (f/k/a Longview Fibre Paper and

Party Name: Packaging, Inc.)

By: _____

Printed Name: Nina Butler

Its: Vice President and Senior EHS Counsel – North America

*Shared Allocation and Database Costs
Settlement Agreement*

10. 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 Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement 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 Allocation Costs Settlement 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 Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED: 1/7/2025, 2024

Party Name: Weyerhaeuser Company and its wholly-owned subsidiary, Weyerhaeuser NR Company

By: 

Printed Name: Kristy T. Harlan

Its: SVP, General Counsel & Corporate Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

Attachment 1

Settlement Agreement

Total Distributions
\$3,183,835.32

Page 10

***Shared Allocation and Database Costs
Settlement Agreement***

Attachment 2

Attachment 2

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 |

***Shared Allocation and Database Costs
Settlement Agreement***

| Settling Party | Designated Notice Recipient | Co-Recipient of Written Communications |
|---|--|--|
| The Boeing Company | Steve Rusak, Chief Counsel Environment Health and Safety Law Group, Law Department The Boeing Company P. O. Box 3707 MC 11-XT Seattle, WA 98124-2207 (425) 865-1074 Steven.E.Rusak@Boeing.com | Meredith Weinberg Perkins Coie LLP 1201 Third Avenue, Suite 4900 Seattle, WA 98101-3099 (206) 359-3229 MWeinberg@perkinscoie.com |
| Boyer Towing, Inc. / Boyer Logistics, Inc. / Boyer Halvorsen / Kirsten Halvorsen Stahl / Maia Halvorsen | Boyer Halvorsen 7318 Fourth Avenue South Seattle, WA 98108 (206) 763-8696 boyer@bovertowing.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 |
| Centerpoint 8801 Marginal LLC | Rick Mathews, General Counsel 1808 Swift Drive Oak Brook, IL 60523 | John T. (JT) Cooke Houlihan Law PC 100 N. 35th Street Seattle, WA 98103 (253) 722-8267 jt@houlihan-law.com |
| Chiyoda International Corporation / Chiyoda Corporation | Clark J. Davis (primary notice recipient) Davis Law Office, PLLC 7191 Wagner Way NW, Suite 202 Gig Harbor, WA 98335 (253) 858-9422 cdavis@cjd-law.com | 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_evan@chiyodacorp.com |
| City of Seattle | 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 | 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 |
| ConGlobal Industries LLC | Paul Kleppetsch, General Counsel ConGlobal Industries LLC 8205 S. Cass Avenue, Suite 115 Darien, IL 60561 (708) 225-9846 pkleppetsch@conglobal.com | Houlihan Law PC Attn: John T. (JT) Cooke 100 N. 35th Street Seattle, WA 98103 (253) 722-8267 jt@houlihan-law.com |

***Shared Allocation and Database Costs
Settlement Agreement***

| Settling Party | Designated Notice Recipient | Co-Recipient of Written Communications |
|--|--|--|
| Continental Holdings, Inc. | Marcy Heronimus Assistant Secretary 931 14th Street, 9th Floor Denver, CO 80202 | David L. Isabel Trenk Isabel Siddiqi & Shahdanian P.C. 290 W. Mt. Pleasant Avenue Suite 2370 Livingston, NJ 07039 (973) 533.1000 disabel@trenkisabel.law |
| 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 | Reece Alford, Corporate Secretary Crowley Maritime Corporation 9487 Regency Square Blvd. Jacksonville, FL 32225 (904) 727-1978 reece.alford@crowley.com <i>and</i> 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 |

***Shared Allocation and Database Costs
Settlement Agreement***

| Settling Party | Designated Notice Recipient | Co-Recipient of Written Communications |
|--|--|--|
| 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 |
| Fox Avenue Building, LLC | Robert Code Fox Avenue Building, LLC 6900 Fox Avenue South Seattle, WA 98108 (206) 382-6334 bobc@CascadeColumbia.com | Alexandra Kleeman Hillis Clark Martin & Peterson P.S. 999 Third Avenue, Suite 4600 Seattle, WA 98104 (206) 470-7697 alexandra.kleeman@hcmp.com |
| General Recycling of Washington, LLC / David J. Joseph Company / Nucor Steel Seattle, Inc. | 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 | 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 |
| Glacier Northwest, Inc. / Northwest Aggregates Co. | 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 | Deborah Murphey, Associate General Counsel CalPortland Company 2025 E. Financial Way Glendora, CA 91741 (626) 852-6293 dmurphey@calportland.com |
| Hanson Permanente Cement, Inc. (fka Kaiser Cement Corporation) & Kaiser Gypsum Co., Inc. | Charles E. McChesney II Vice President & Secretary Hanson Permanente Cement, Inc. & Kaiser Gypsum Co., Inc. c/o Three Rivers Management, Inc. 600 River Ave., Ste. 200 Pittsburgh, PA 15212 412-208-8839(o);412-327-8207(m) Charles.mcchesney@trmi.boz trminoticeprovisions@heidelbergmaterials.com | Jeff C. Miller Miller Nash LLP 1140 SW Washington Street, Suite 700 Portland, OR 97205 (503) 205-2542 Jeff.Miller@MillerNash.com |

***Shared Allocation and Database Costs
Settlement Agreement***

| Settling Party | Designated Notice Recipient | Co-Recipient of Written Communications |
|---|---|--|
| Harald Hurlen / Hurlen Construction Co. / Hurlen Logistics, LLC / Six Twenty South Logistics, LLC / Six Fourteen South Logistics, LLC | Harald Hurlen 2505 School Street Solvang, CA 93463-9754 (206) 856-9987 hlhurlen@gmail.com | Alexandra Kleeman Hillis Clark Martin & Peterson P.S. 999 Third Avenue, Suite 4600 Seattle, WA 98104 (206) 470-7697 alexandra.kleeman@hcmp.com |
| Holcim (US) Inc. and its wholly-owned subsidiary, Surplus Items Inc. | Jodie Earle, Director, Litigation & Assistant Secretary Holcim (US) Inc. 6211 N. Ann Arbor Road Dundee, MI 48131 (734) 529-4360 Jodie.Earle@lafargeholcim.com | Paula Jantzen Ryan Whaley PLLC 400 North Walnut Avenue Oklahoma City, OK 73104 (405) 239-6040 pjantzen@ryanwhaley.com |
| International Paper Company | Brian E. Heim, General Counsel EHS & Sustainability International Paper 6500 Poplar Avenue Memphis, TN 38197 (901) 419-3824 Brian.heim@ipaper.com | |
| King County | 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 | Kristie Elliott King County Prosecuting Attorney's Office 701 Fifth Avenue, Suite 600 Seattle, WA 98104 (206) 477-6758 Kristie.Elliott@kingcounty.gov |
| Lafarge North America Inc. n/k/a Holcim Canada Holdings LLC and Lafarge PNW Inc. | 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 | Jodie Earle Holcim Canada Holdings LLC 6211 N. Ann Arbor Road Dundee, MI 48131 (734) 529-4360 Jodie.Earle@Holcim.com |

***Shared Allocation and Database Costs
Settlement Agreement***

| Settling Party | Designated Notice Recipient | Co-Recipient of Written Communications |
|---|---|--|
| Linde Inc. (f/k/a Praxair, Inc.) | Sanaa Almarayai, Manager, Legal Services Linde Inc. 10 Riverview Drive Danbury, CT 06810 (203) 837-2046 sanaa.almarayati@linde.com | Evynn M. Overton Beveridge & Diamond P.C. 201 N. Charles Street, Suite 2210 Baltimore, MD 21201 (410) 230-1300 eovert@bdlaw.com |
| "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 | Everett Billingslea 18000 International Blvd. Seattle, WA 98188 (206) 439-5490 ehb@lynden.com notices@lynden.com | Tisha Pagalilauan Cascadia Law Group 1201 Third Avenue, Suite 320 Seattle, WA 98101 (206) 292-6300 tpagalilauan@cascadialaw.com |

***Shared Allocation and Database Costs
Settlement Agreement***

| Settling Party | Designated Notice Recipient | Co-Recipient of Written Communications |
|---|------------------------------------|---|
| <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; | <p><i>Page 18</i></p> | |

***Shared Allocation and Database Costs
Settlement Agreement***

| Settling Party | Designated Notice Recipient | Co-Recipient of Written Communications |
|---|--|---|
| <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 | | |
| Manson Construction Co., 5055 Properties, LLC, Manson Holding Co., Manson International, Inc. | John D. Heckel Assistant Secretary Manson Construction Co. 5209 E. Marginal Way S. Seattle, WA 98134 (206) 764-8531 jheckel@mansonconstruction.com | Douglas Steding Managing Partner Northwest Resource Law PLLC 71 Columbia Street, Suite 325 Seattle, WA 98104 (206) 971-1567 dsteding@nwresourceclaw.com |
| Northwest Container Services, Inc. | 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 | Erika H. Spanton Beveridge & Diamond P.C. 600 University Street, Suite 601 Seattle, WA 98101 (206) 315-3025 espanton@bdlaw.com |
| PACCAR Inc | <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> |

***Shared Allocation and Database Costs
Settlement Agreement***

| Settling Party | Designated Notice Recipient | Co-Recipient of Written Communications |
|---|---|--|
| 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 |

***Shared Allocation and Database Costs
Settlement Agreement***

| Settling Party | Designated Notice Recipient | Co-Recipient of Written Communications |
|--|---|---|
| SeaTac Marine Properties, LLC | Eric Christianson Walter Seay 6701 Fox Avenue S. Seattle, WA 98108 (206) 767-6000 eric@seatacmarine.com seay@seaycorp.com | 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@nwresourcelaw.com |
| Seattle Boiler Works, Inc. / Frank H. Hopkins Family, LLC / Frederick J. Hopkins Family, LLC | Craig Hopkins 500 S. Myrtle Street Seattle, WA 98101 | 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 |
| Seattle Iron & Metals Corporation / The Shalmar Group, LLC / Shalmar 08, LLC / Simco Properties, LLC | Alan Sidell 601 S. Myrtle Street Seattle, WA 98108 (206) 682-0040 asidell@seairon.com | Alexandra Kleeman Hillis Clark Martin & Peterson P.S. 999 Third Avenue, Suite 4600 Seattle, WA 98104 (206) 470-7697 alexandra.kleeman@hcmp.com |
| Silver Bay Logging Inc. | Betty Buhler, Secretary P. O. Box 270 Kelso, WA 98626-0023 (206) 715-4355 betbuhler@aol.com | Laura Maffei Cable Huston LLP 1455 SW Broadway, Suite 1500 Portland, OR 97201-3412 (503) 224-3092 lmaffei@cablehuston.com |
| South Park Marina Limited Partnership | Guy Crow South Park Marina Limited Partnership 8604 Dallas Avenue South Seattle, WA 98108 (206) 762-3880 Crow45@aol.com | Thomas D. Adams Karr Tuttle Campbell 701 Fifth Avenue, Suite 3300 Seattle, WA 98104 (206) 224-8026 tadams@karrtuttle.com |

***Shared Allocation and Database Costs
Settlement Agreement***

| Settling Party | Designated Notice Recipient | Co-Recipient of Written Communications |
|--|---|---|
| Washington State Dept. of Transportation (WSDOT) | <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> |
| Wells Fargo Bank, N.A. | <p>Mike Johnson, Assistant General Counsel Wells Fargo Legal Department 90 S. 7th Street, 16th Floor Minneapolis, MN 55402 (612) 316-0744 Mike.Johnson@wellsfargo.com</p> | <p>Thomas M. Donnelly Daniel L. Corbett Jones Day 555 California Street, 26th Floor San Francisco, CA 94104 (415) 626-3939 tmdonnelly@jonesday.com dcorbett@jonesday.com</p> |
| WestRock Longview, LLC (f/k/a Longview Fibre Paper and Packaging, Inc.) / WestRock Services, LLC | <p>Nina Butler, Vice President and Senior EHS Counsel – North America Smurfit WestRock 1000 Abernathy Road NE Atlanta, GA 30328 (770) 326-8130 nina.butler@smurfitwestrock.com</p> | <p>David C. Weber, Principal Beveridge & Diamond, PC 600 University Street, Suite 1601 Seattle, WA 98101 (206) 315-4800 / (206) 315-4811 dweber@bdlaw.com</p> |
| Weyerhaeuser Company and its wholly-owned subsidiary, Weyerhaeuser NR Company | <p>Weyerhaeuser Company Attn: Law Department 220 Occidental Avenue South Seattle, WA 98104 (206) 539-4359 Zach.Hiatt@weyerhaeuser.com</p> <p><i>and</i></p> <p>Weyerhaeuser Company Attn: Luke Thies 105 Mills Drive Columbia Falls, MT 59912 (406) 897-8010 Luke.Thies@weyerhaeuser.com</p> | <p>Jeff C. Miller Miller Nash LLP 1140 SW Washington Street, Suite 700 Portland, OR 97205 (503) 205-2542 Jeff.Miller@MillerNash.com</p> |

Seattle Public Utilities Lower Duwamish Superfund Cleanup

Seattle City Council
Parks, Public Utilities and Technology Committee

March 26, 2025

Lower Duwamish Waterway (LDW) Superfund Site



5 miles between Harbor Island and the Turning Basin

EPA-led cleanup of contaminants in river sediment

Why is the City a liable party?

SPU is liable due to:

- Contaminants in historic combined sewer overflows;
- Discharges from an early sewage treatment plant;
- Contaminants in stormwater.

SCL is liable due to:

- Ownership of sites where contaminants may have been released;
- Ownership of transformers distributed at multiple locations.

SPU and SCL split City costs 85% SPU and 15% SCL.

The LDW is a Superfund Site because contaminants in the sediments pose risks to people and the environment

Major Contaminants of Concern:

- Polychlorinated Biphenyls (PCBs)
- Arsenic
- Polycyclic aromatic hydrocarbon (PAHs)
- Dioxins/Furans

Fishing for the Safest Seafood from the Lower Duwamish River? Eat Salmon.

The main way people are exposed to chemicals in the river is through eating fish. Don't eat resident fish, shellfish, or crab that live year-round in the river. Salmon are the healthiest choice because they spend a short time in the river.



| | | |
|----------------|---|--|
| Chum |  | SAFE TO EAT 2-3 MEALS per week |
| Coho |  | |
| Pink |  | |
| Sockeye |  | |
| OR | | |
| Chinook (King) |  | LIMIT 1 MEAL per week |
| OR | | |
| Blackmouth | Resident Chinook caught during winter | CAUTION 2 MEALS per month |

DO NOT EAT RESIDENT FISH, SHELLFISH, or CRAB

Especially WOMEN who are or may become PREGNANT, NURSING MOTHERS, and CHILDREN. They have chemicals that can harm the growth and brain development of babies and children.



For more information call 1-877-485-7316 www.doh.wa.gov/fish

Risks are to people who eat resident fish, crabs and clams.

Salmon are safe to eat (within Puget Sound limits).

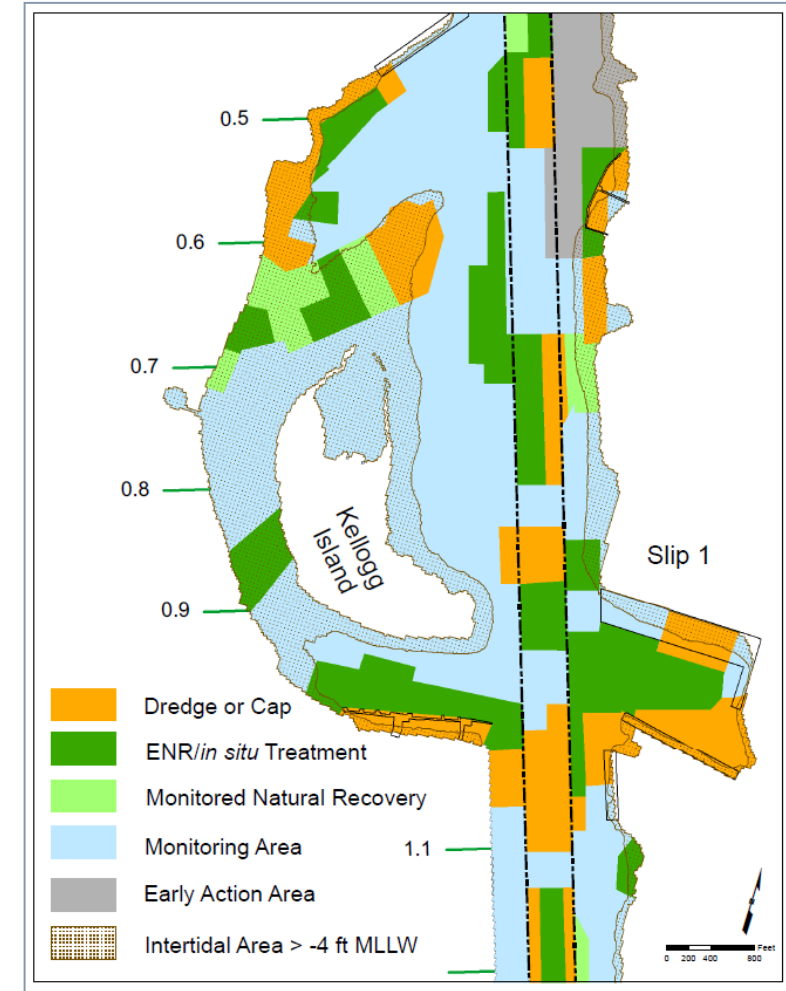
EPA's Selected Remedy

Involves 3 types of actions:

- Dredging
- Capping
- Monitoring

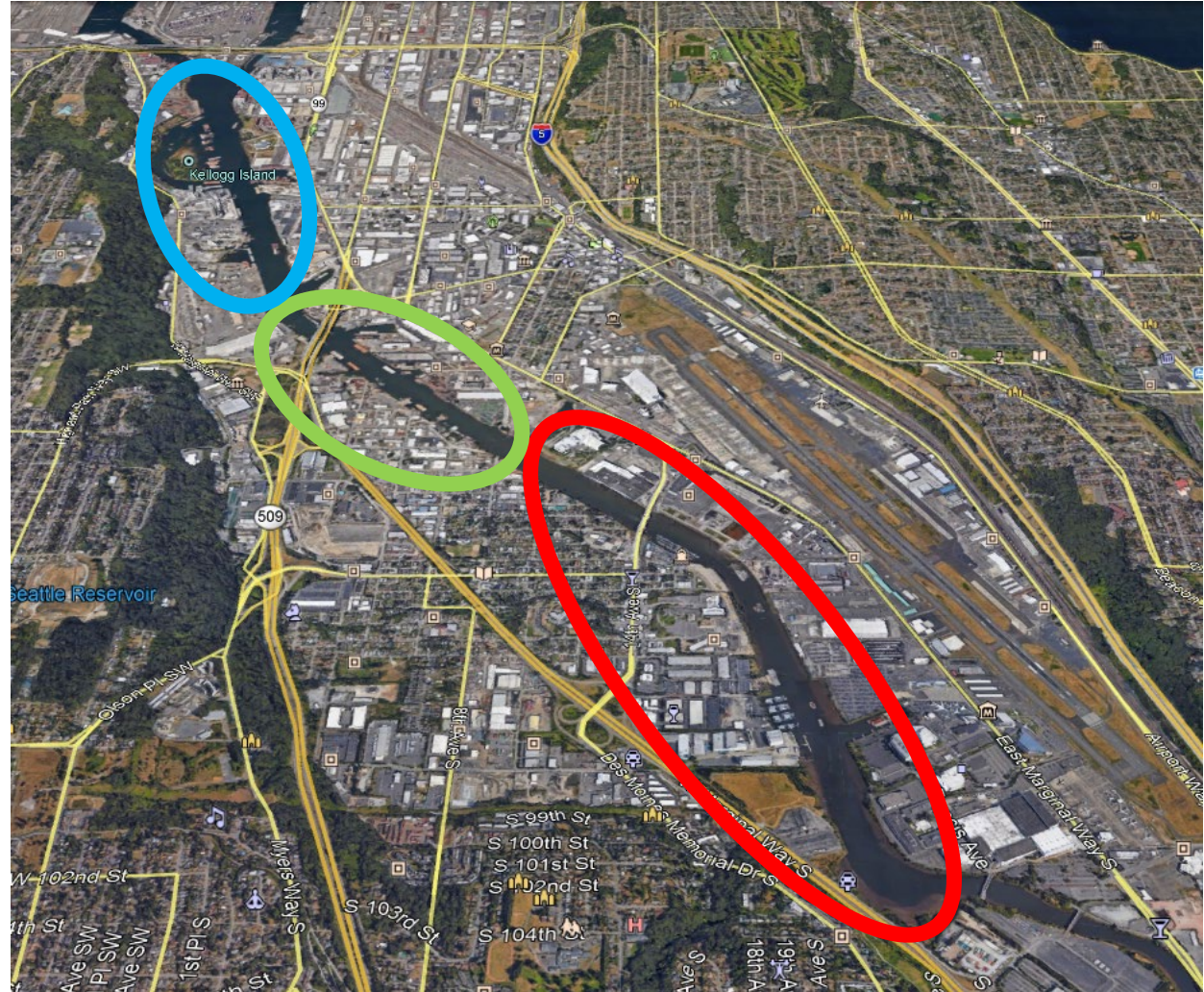
Dredging and capping will take approximately 10 years.

Monitoring will continue indefinitely.



Cleanup Phases

- ☒ Remedial Design of the **Upper Reach** – Completed 2023
- ☐ **Upper Reach** Construction 2024-2027
- ☐ Remedial Design of the **Middle Reach** – complete in 2027
- ☐ Remedial Design of the **Lower Reach** – begin 2025



Dec 2024 Dredge SMA 3



The Culmination of a 25-year Process

Since 2000: The City has been working with EPA, the Washington Department of Ecology, King County, the Port of Seattle, and Boeing to investigate contamination, clean up hot spots, and identify how to remediate the Lower Duwamish Waterway.

Source Control has been happening for 20 years to identify sources of historical pollution and prevent recontamination.

The City is under an EPA-issued Unilateral Order that requires the City to implement the cleanup. In-water work began November 2024.

Purpose of Legislation

To allow SPU and SCL to continue implementing the lower Duwamish cleanup and, by signing the Consent Decree and Settlement Agreements, get benefits we don't have now:

- 1) protection from lawsuits and
- 2) the receipt of settlement funds.

The City will receive approximately \$88 million in settlement funds and EPA will waive \$10.5 million in oversight costs the City would otherwise pay. The City will also receive about \$5.5 million in reimbursement for past costs.

What is the City Council being asked to do?

The City Council is NOT being asked to “approve” the Consent Decree or the settlements, because the Charter gives that authority to the City Attorney.

The Council is being asked to authorize SPU and SCL to spend money in amounts and in years that extend beyond the budget cycle.

State law provides that: The legislature of a city may authorize, by enacting an ordinance, public utilities to make expenditures “not contemplated in the annual budget.” RCW 35.32A.070

Clean Up Costs and Cost Shares

Estimated Future Costs (over 30 Years)

EPA estimate: \$667 million (2023 Dollars)

SPU estimate: \$757 million (2024 Dollars)

Performing Party Cost Shares

Boeing: 53.6%

City: 31.5%

King County: 14.9%

Settlements:

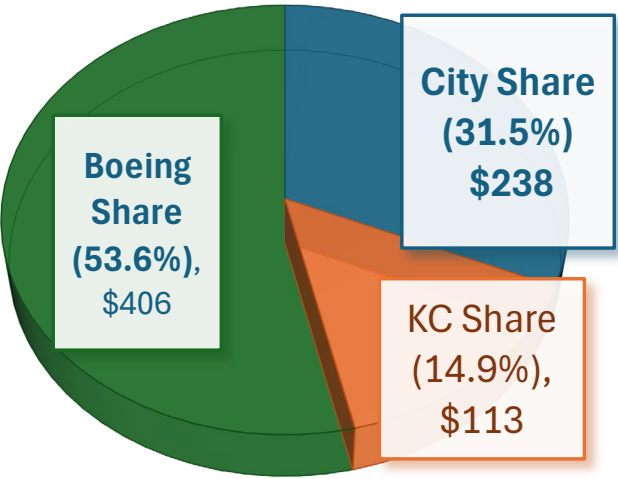
Federal agencies that are responsible for some of the contamination will pay \$140 M.

39 other parties that have small shares of liability will collectively pay \$141 M.

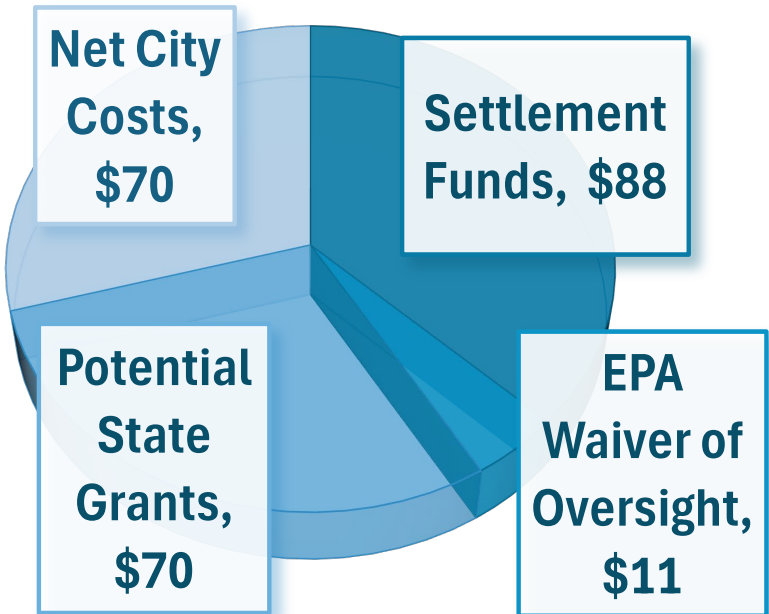
1 party (Lumen) will pay about \$1 M annually.

Breakdown of City Costs

LDW SUPERFUND SITE ESTIMATED COST \$757M



FUNDING OF ESTIMATED CITY COSTS (\$238M TOTAL)



Reimbursement for Past Costs = \$5.5M

Costs are incorporated in existing budget projections

SPU and SCL have included the estimated costs in their current forecasts and built the needed capacity into their existing rate structures. These are not general funds.

Monsanto Settlement funds (\$160 M) were due to Monsanto's PCB production. Funds will be used for cleanup, source control, stormwater treatment, and community engagement in the Lower Duwamish area.

Where we are in the process

- Boeing and the 40 settling parties signed the Consent Decree and Settlement Agreements.
- DOJ gave preliminary approval of the Consent Decree (under Biden administration.)
- Once the City and County Councils pass legislation, the City and County will sign.
- The Consent Decree goes back to DOJ for final approval.
- Once approved, the Consent Decree is filed with the Court in Seattle.
- The public may comment, and other parties may object to the Consent Decree.
- **When the Court approves the Consent Decree, it and the settlements take effect.**

Discussion

RESERVE



Lower Duwamish Cleanup Costs Summary

(Estimates based on 2024 Dollars)

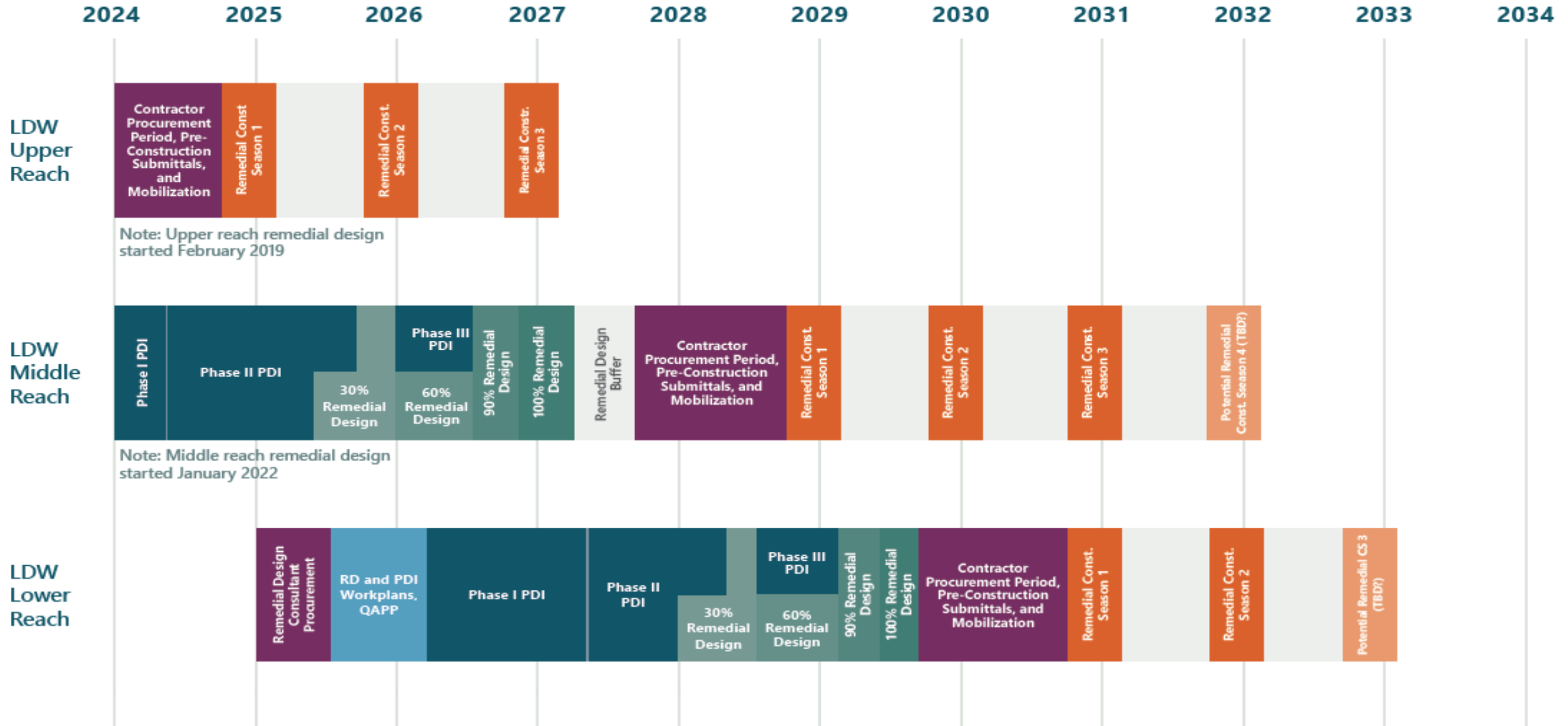
| | |
|---|----------------|
| Total Cleanup Costs for LDW (SPU Estimate) – 30 YEARS | \$757 M |
| City Share (31.5% of \$757 M) | \$238 M |
| City Portion of Settlement Funds for Future Costs | \$(88 M) |
| EPA Waiver of Future oversight costs | \$(10.5 M) |
| Net City Costs | \$139.5 |
| Potential State Grant Match (up to 50%) | \$(69.75 M) |
| Potential Net City Costs | \$69.75 M |

Reimbursement for Past Costs

\$ 5.5 M

LDW Upper, Middle and Lower Reaches Remedial Design and Remedial Action Conceptual Timelines

VERSION 1 (LOWER REACH REFLECTS UAO SCHEDULE)



Note: This 3-reach schedule is a working schedule that assumes targeted dates for key milestones. Actual dates are dependent on many considerations. The middle reach schedule has significant uncertainty due to the complex nature of the middle reach remedial design.

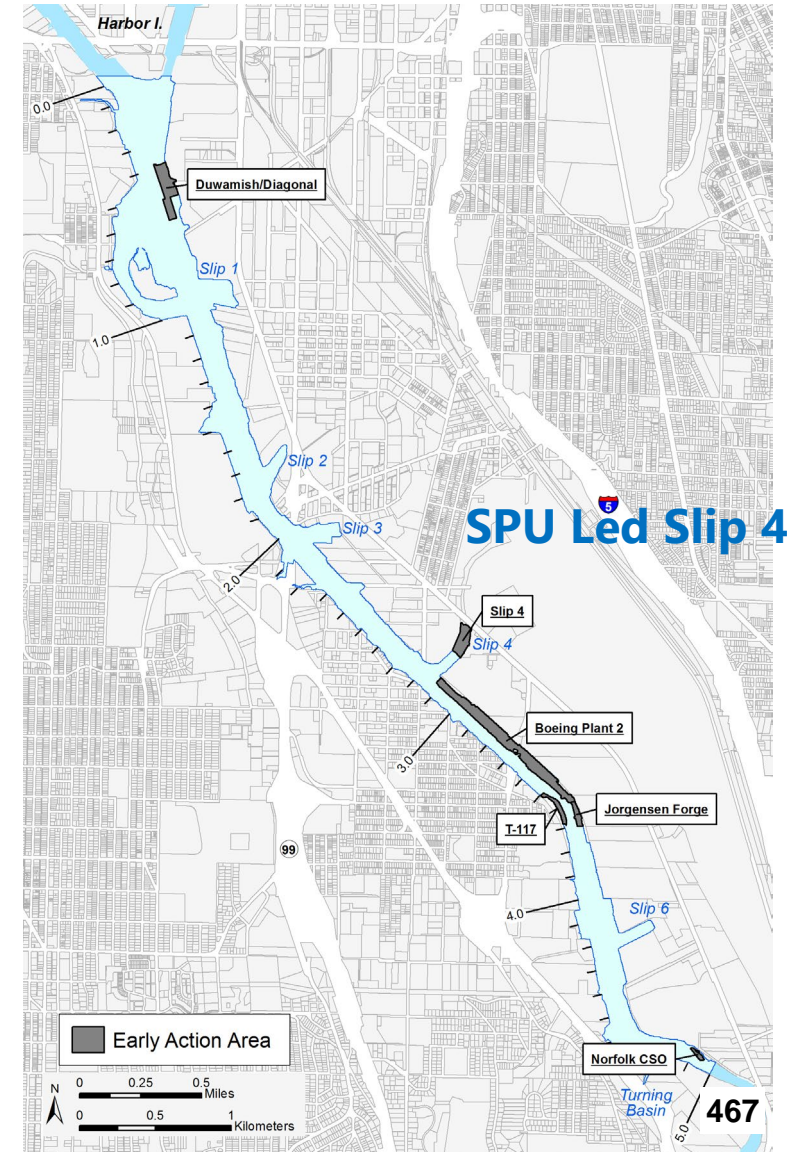
Summary of Completed Early Actions

TOTAL of 6 early actions for PCBs and other COCs

- > \$150 million (25%)
- >30 acres (of 440 acres) (7%)

| EAA | Completed | Size | Cost |
|-------------------|-------------|------------------|----------------------|
| Norfolk CSO | 1999 | 0.6 acres | \$2.3 million |
| Duwamish/Diagonal | 2005 | 6.7 acres | \$10.1 million |
| Slip 4 | 2012 | 3.8 acres | \$8.1 million |
| Boeing Plant 2 | 2015 | 17.5 acres | \$100+ million |
| Jorgensen Forge | 2015 | 1.4 acres | \$7 million |
| Terminal 117 | 2015 | 1.7 acres | \$26 million |

Sediment Remedy Effectiveness Workshop



Sediment Program Cleanup Sites



Purpose of Legislation

This legislation will allow SPU and SCL to continue participating in the Lower Duwamish Waterway Superfund cleanup, through:

- Expending funds toward the cleanup, beyond the current budget cycle
- Accepting funds from other parties according to settlements
- Accepting State Remedial Action Grants
- Spending funds for cleanup of related upland sites including T108, South Park Marina, and North Boeing Field
- Sharing costs of the related sites with other parties