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E. The Site featured process equipment, storage tanks, lagoons, a warehouse, and office structures. There were six impoundments containing stormwater and sludge/sediment, one lagoon filled with re-refining process sludge and occasionally covered with storm water, one concrete-lined impoundment containing clay materials, storm water and floating product, a warehouse and office complex, and a railroad spur used to transport oil on and off site on the northern portion of the property. The Radio Tower area had one area with visible oily waste, a radio transmission building, and a radio tower. There were two surface impoundments on Parcel H with one apparent waste disposal area.

F. Double Eagle Refining Company used, collected, stored, and re-refined used oil at the Site. Double Eagle Lubricants, Inc. purchased refined lubricating oil from the Double Eagle Refining Company for blending with other lubricating oils. Various types of lubricants, including hydraulic oils, motor oils, chain oils, gear oils, etc. were formulated and produced. After blending, the product was packaged into containers and sold to wholesale markets. The refinery was active as early as 1929.

G. Once the re-refining operations ceased, the Double Eagle Refining Company processed and dewatered used oil for resale as fuel oil. According to an Oklahoma Water Resources Board inspection report, the waste water generated from the dewatering process was discharged at the Site as late as September, 1985. The facility ceased operations around December 31, 1988.

H. Hazardous substances as defined in Section 101(14) of CERCLA, 42 U.S.C. §9601(14) and 40 C.F.R. §302.4, including but not limited to polycyclic aromatic hydrocarbons, 1,2-dichloroethane, trichloroethylene, tetrachloroethane, 2-butanone, vinyl chloride, polychlorinated biphenyls, alkyl benzenes, lead, arsenic and antimony, have been detected in the soil, sediments, and groundwater at the Site.

I. The Site was placed on the National Priorities List in a final rulemaking in 1989. 54 FR 13302 (March 31, 1989).

J. On February 14, 1989, Double Eagle Refining Company completed a removal action, construction of a chain-link fence approximately 600 feet long on the unfenced side of the facility and posting warning signs, in compliance with a Unilateral Administrative Order from EPA. Pursuant to a September 16, 1993 Removal Action Memorandum, EPA Region 6 conducted a removal action to place temporary netting to cover and enclose the 2.5 acre sludge lagoon.

K. For purposes of remedial action, the Site was addressed through two operable units, the Source Control Operable Unit ("OU1") and the Groundwater Operable Unit ("OU2"). The Record of Decision (ROD) for OU1 was issued in September, 1992. The ROD for OU2 was issued in April, 1994.

L. Remedial activities for OU1 and OU2 have been completed. The Preliminary Close

Out Report ("PCOR") for OU1, documenting that all construction activities have been completed at the Site, was issued on September 7, 1999. Long term response action on groundwater (monitored natural attenuation) was initiated by EPA in July 1995 and has been turned over to the ODEQ.

M. EPA and ODEQ conducted a Five Year Review of the remedy, including both operable units at the Double Eagle Site and the Fourth Street Refinery Site. A Five Year Review Report, finding that the remedies are protective of human health and the environment, was issued on July 29, 2002. A second Five Year Review is to be conducted in 2007.

N. The ODEQ has completed several groundwater sampling events. Results show that natural attenuation is taking place through the generation or transformation of daughter products from the original contaminants. Further investigations conducted by the ODEQ and the U.S. Geological Survey ("USGS") confirmed that the groundwater conditions are adequate to support the natural attenuation process and the process is taking place. The ODEQ and the USGS have noted high levels of sodium, total dissolved solids and chlorides (saltwater or brine) in waters of the upper aquifer, making this a Class III or non-potable aquifer. Brine contamination from historic activities associated with oil and gas production in the area has degraded the water quality to such an extent that these aquifers may never meet the criteria for potable water.

O. In January 2006, based on semi-annual groundwater sampling results and consultation with ODEQ and the U.S. Geological Survey, EPA issued an Explanation of Significant Differences (ESD). Finding that natural attenuation is reducing the levels of contamination, and that potential receptors (North Canadian River and deeper segments of the Garber-Wellington aquifer) identified in the OU2 ROD are not at risk from contaminants in the shallow groundwater at this time, the ESD changed the remedy selected in the OU2 ROD to discontinue semi-annual monitoring. The EPA also issued a Final Close Out Report for the Site in January 2006.

P. As a result of the release or threatened release of hazardous substances into the environment in connection with the Site, EPA and ODEQ have undertaken response actions and have incurred response costs.

Q. As a result of releases or threatened releases of hazardous substances as identified in paragraph H above and utilizing information and documentation provided by the EPA, the Natural Resource Trustees have determined and documented that natural resource injuries have occurred and continue to occur at the Site, and that natural resources and the services those natural resources provide have been injured, destroyed or lost as a result of the release or threatened release of hazardous substances at the Site.

R. To calculate the appropriate compensation for Natural Resource Damages at the Site, information from the Site investigations was used to evaluate the extent of natural resource injuries and the loss of services due to those natural resources injured, destroyed or lost as a result of the release or threatened release of hazardous substances at the Site. That evaluation

considered (i) the area of each habitat type exposed to hazardous substances either directly or by virtue of remedial activities, (ii) whether habitat service losses are total or partial, (iii) whether the loss of habitat services are permanent or may naturally recover in time, and (iv) the duration of habitat service losses and their potential recovery. Using this information and a methodology known as a Habitat Equivalency Analysis ("HEA"), the Natural Resource Trustees estimated the amount of restoration necessary to compensate the public for Natural Resource Damages at the Site. The HEA calculation resulted in a determination that 54.11 acres of habitat was necessary to adequately compensate the public for natural resource damages at the Site. The natural resource trustees estimated a monetary value of the 54.11 acres using costs associated with restoration of terrestrial site, including but not limited to removal of invasive species, management of high quality habitat, estimates of acquisition, enhancement, oversight and monitoring costs. The monetary value of the 54.11 acres of wetland habitat is estimated at \$528,200.

S. The United States, the State and Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over Settling Defendants. Settling Defendants consent to and shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States, the State, and upon Settling Defendants and their successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of the Settling Defendants under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

- a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, *et seq.*
- b. "Consent Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control.
- c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.
- d. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.
- e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.
- f. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.
- g. "Federal Natural Resource Trustee" shall mean the U.S. Department of the Interior, by and through the U.S. Fish and Wildlife Service.
- h. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall 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.
- i. "Natural Resource Damages" shall mean damages for injury to, destruction of, or loss of natural resources, including the reasonable costs of assessing such injury, destruction, or loss resulting from releases of hazardous substances at the Site. For the purposes of this Consent Decree, "Natural Resource Damages" shall mean the estimated sum of money necessary to restore, replace or acquire the equivalent of natural resources injured, destroyed or lost as a result of releases of hazardous substances at the Site, which shall include impairment of services or functions of Natural Resources, as well as the Natural Resource Trustees' damage assessment costs. "Natural Resource Damages" shall also mean the Natural Resource Trustees' estimated costs to plan, design, permit, implement, administer, and monitor project(s) to restore, replace, or acquire the equivalent of injured natural resources, or to have these activities performed under their oversight.
- j. "Natural resource" and "natural resources" shall mean land, fish, biota, air, water, groundwater, drinking water supplies, and such other resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States and/or the State of

Oklahoma, and shall also mean the services provided by such resources to other resources or to humans.

k. "Natural Resource Trustees" shall mean the State Natural Resource Trustee and the Federal Natural Resource Trustee collectively.

l. "ODEQ" shall mean the Oklahoma Department of Environmental Quality and any successor departments, agencies, or instrumentalities of the State of Oklahoma.

m. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

n. "Parties" shall mean the United States, the State of Oklahoma, and the Settling Defendants.

o. "Person" shall mean an individual, firm, corporation, association, partnership, consortium, joint venture, commercial entity, United States Government, State, municipality, commission, political subdivision of a State, or any interstate body.

p. "Plaintiffs" shall mean the United States and the State of Oklahoma.

q. "Response Costs" shall mean the costs of removal or remedial action incurred by the United States or the State not inconsistent with the National Contingency Plan, including, but not limited to, direct and indirect costs, and pre-judgment interest at or in connection with the Site.

r. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

s. "Settling Defendants" shall mean Albert Investment Co., Inc., American Airlines, et.al, as listed and designated in Appendices A and B.

t. "Site" shall mean the Double Eagle Superfund Site located at 1900 NE First Street in Oklahoma City, Oklahoma County, Oklahoma. The Site covers approximately 12 acres and is bounded by the Union Pacific Railroad tracks on the north, Martin Luther King Boulevard on the east, a wooded area on the west, and a truck stop on the south. The Site shall include areas of contamination where contaminants from the Site have migrated, described more fully in the Records of Decision for Source Control (OU1, issued on September 28, 1992) and Ground Water (OU2, issued on April 19, 1994), including the Radio Tower area, and Parcel H.

u. "State" shall mean the State of Oklahoma, on behalf of the Oklahoma Department of Environmental Quality and the Oklahoma Secretary of the Environment.

v. "State Natural Resource Trustee" shall mean the Oklahoma Secretary of the Environment, or any duly designated official or agency of the State of Oklahoma acting as Natural Resource Trustee for the State pursuant to Section 1-2-101 of Title 27A of the Oklahoma Statutes.

w. "State Response Costs" shall mean all costs for removal, remediation, or monitoring including but not limited to direct and indirect costs, together with accrued interest incurred by the ODEQ in response to the release or threatened release of hazardous substances at or in connection with the Site, but not including amounts reimbursed to the State by EPA.

x. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. STATEMENT OF PURPOSE

4. By entering into this Consent Decree, the mutual objective of the Parties is to avoid difficult and prolonged litigation by allowing Settling Defendants to make a cash payment, which includes a premium, to address their liability under Sections 106 and 107 of CERCLA and under state law for the Site as provided in the Covenant Not to Sue by Plaintiffs in Section VIII and subject to the Reservations of Rights by the United States and the State in Section IX.

VI. PAYMENT OF RESPONSE COSTS AND NATURAL RESOURCE DAMAGES

5. Payment of Response Costs to EPA. Within 30 days after entry of this Consent Decree, each Settling Defendant shall pay to EPA the EPA Settlement Amounts shown on Appendix A, plus an additional sum for Interest on that amount calculated from the date of lodging of this Consent Decree through the date of payment.

6. Payment shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with EFT instructions provided to Settling Defendants by the Financial Litigation Unit of the U.S. Attorney's Office in the Western District of Oklahoma following lodging of the Consent Decree. EFT instructions will be provided to Settling Defendants within fifteen (15) days of the lodging of the Consent Decree.

7. At the time of payment, each Settling Defendant shall also send notice that payment has been made to EPA and DOJ in accordance with Section XIV (Notices and Submissions). Such notice shall reference the EPA Region and Site/Spill Identification Number 06B1, DOJ case number #90-11-2-857/1, and the civil action number.

8. The total amount to be paid to the EPA for Response Costs pursuant to Paragraph 5 shall be deposited in the EPA Hazardous Substance Superfund.

9. Payment of Response Costs to the State. Within 30 days after entry of this Consent Decree, each Settling Defendant shall pay to the State the State Settlement Amounts shown on

Appendix A for past response costs.

10. Payment to the State shall be made by certified funds check (e.g., cashier's check) made payable to the "State of Oklahoma" or by public agency warrant. The check and any letter accompanying the check shall specify the name and address of the Settling Defendant making the payment, and specify that such payment is in regards to the "Double Eagle Superfund Site". Payment to the State shall be sent to:

Oklahoma Office of Attorney General
Attention: Ellen A. Phillips, Assistant Attorney General
313 N.E. 21st Street, Room 2081
Oklahoma City, Ok 73105

11. At the time of payment to the State of response costs, Settling Defendants shall also send notice to the ODEQ Executive Director in accordance with Section XIV (Notices and Submissions) that such payment has been made. Such notice shall include a copy of the certified funds check sent, specify that such payment was made in regard to the "Double Eagle Superfund Site," and specify the name and address of the Settling Defendant making the payment.

12. Payment of Natural Resource Damages a. Within 30 days after entry of this Consent Decree, each Settling Defendant shall pay the Natural Resource Damages Settlement Amounts shown on Appendix B for state and federal natural resource damage claims. Natural Resource Damages Settlement Amounts shown on Appendix B for joint claims for injury to terrestrial wildlife and habitat shall be paid in accordance with the instructions given in Paragraph 12.b. Payments of State natural resource damages for injury to groundwater shall be made in accordance with the instructions given in Paragraph 12.d. Payments of State past assessment costs shall be made in accordance with Paragraph 12.e.

b. Payment of Joint State and Federal Natural Resource Damage Claims and DOI Assessment Costs. Payment for the joint state and federal natural resource damage claims for injury to terrestrial wildlife and habitat and for the DOI assessment costs shall include interest accruing from the date on which the Consent Decree is lodged with the Court, at the rate specified in 26 U.S.C. § 9507. Payment for joint NRD settlement amounts and DOI assessment costs shown on Appendix B shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice in accordance with instructions to be provided to Defendants following lodging of the Consent Decree by the Financial Litigation Unit of the U.S. Attorney's Office for the Eastern District of Oklahoma. Such monies are to be deposited in the NRDAR Fund, referencing: file number 14X5198 (NRDAR), Agency Code INTE, DOJ # 90-5-1-1-07445, the name of the paying party or parties and the NRDAR case name -- the Double Eagle Superfund Site, Oklahoma Co., OK. Any payments received after 4:00 p.m. Eastern Time shall be credited on the next business day.

c. At the time of payment, each Settling Defendant (or the Coordinating Counsel

for the Settling Defendants as a group) shall send written notice of payment of the Joint NRD Claims and DOI Assessment costs to the State and the United States, together with a copy of any transmittal documentation, referencing NRDAR account number 0294, Agency Code INTE, DOJ # 90-5-1-1-07445, the civil action number, the name of the paying responsible party or parties, and the NRDAR case name -- the Double Eagle Superfund Site, Oklahoma Co., OK. The notice shall state that the payment is for Natural Resource Damages sustained by the United States and the State of Oklahoma with respect to the Double Eagle Superfund Site in Oklahoma. The notices shall be sent to:

Department of the Interior
NBC/Division of Financial Management Services
Branch of Accounting Operations
Mail Stop D-2777
7401 W. Mansfield Avenue
Lakewood, Colorado 80235

Department of the Interior
Natural Resource Damage Assessment and Restoration Program
Attn: Restoration Fund Manager
1849 C Street, NW
Mailstop 4449
Washington, D.C. 20204

Martin Steinmetz
Tulsa Field Solicitor Office
United States Department of the Interior
7906 East 33d Street, Suite 100
Tulsa, Oklahoma 74104

Jerry J. Brabander
Field Supervisor
Fish & Wildlife Service
Division of Ecological Services
222 South Houston, Suite A
Tulsa, Oklahoma 74127

Miles Tolbert, Oklahoma Secretary of the Environment
3800 Classen Boulevard
Oklahoma City, Oklahoma 73118

Mark Howery
Oklahoma Department of Wildlife Conservation
1801 N. Lincoln Boulevard
Oklahoma City, Oklahoma 73152

William Ray
Oklahoma Department of Wildlife Conservation
1801 N. Lincoln Boulevard
Oklahoma City, Oklahoma 73152

Ellen Phillips, Assistant Attorney General
Environmental Protection Unit
Oklahoma Office of the Attorney General
313 N.W. 21st St., Room 2081
Oklahoma City, Oklahoma 73105

d. Payment of State's Natural Resource Damages for Injury to Groundwater.

Within 30 days after entry of this Consent Decree, each Settling Defendant shall pay to the State the natural resource damages settlement amounts for injury to groundwater resources shown on Appendix B. Payment shall be made by certified funds and delivered to:

Oklahoma Office of Attorney General
Attention: Ellen A. Phillips, Assistant Attorney General
313 N.E. 21st Street, Room 2081
Oklahoma City, Oklahoma 73105

and shall clearly state either on the certified funds check or in accompanying documentation that such payment is for the State's natural resource damage claims for groundwater with respect to the Double Eagle Superfund Site in Oklahoma County, Oklahoma. At the time of payment, each Settling Defendant shall also send notice of such payment including a copy of the certified check and any accompanying documentation, to the Oklahoma Secretary of the Environment in accordance with Section XIV (Notices and Submissions).

e. Payment to the State of Natural Resource Past Assessment Costs. Within thirty (30) days after entry of this consent decree, each Settling Defendant (or the Coordinating Counsel for the Settling Defendants as a group) shall pay to the State the amount shown on Appendix B for State Assessment Costs. Payment shall be made by certified funds check or public agency warrant payable to the "State of Oklahoma" and delivered to:

Oklahoma Office of Attorney General
Attention: Ellen A. Phillips, Assistant Attorney General
313 N.E. 21st Street, Room 2081
Oklahoma City, Oklahoma 73105

and shall clearly state on the certified funds check or public agency warrant and any accompanying documentation that such payment is for past costs incurred by the State in the assessment of natural resource damages at the Double Eagle Superfund Site, Oklahoma City, Oklahoma, and shall specify the name and address of the Settling Defendant(s) making the payment. At the time of payment, Settling Defendants shall also send notice of such payment,

including a copy of the certified funds check or public agency warrant and any accompanying documentation, to the Director of the Oklahoma Department of Wildlife Conservation ("ODWC") and William Ray of the ODWC in accordance with Section XIV (Notices and Submissions).

VII. FAILURE TO COMPLY WITH CONSENT DECREE

13. Interest on Late Payments. If any Settling Defendant fails to make any payment under Paragraphs 5, 9, 12.b., 12.d., or 12.e. by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

14. Stipulated Penalty.

a. If any amounts due under Paragraphs 5, 9, or 12 are not paid by the required date, Settling Defendants shall be in violation of this Consent Decree and shall pay to the United States or the State, as appropriate, as a stipulated penalty, in addition to the Interest required by Paragraph 13, \$1,000 per violation per day that such payment is late.

b. Stipulated penalties for failure to make payment under Paragraph 5 are due and payable within 30 days of the date of the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall reference the name and address of the party making payment, the Site name, the EPA Region and Site Spill ID Number 06B1, DOJ Case Number #90-11-2-857/1, and the Civil Action number. Settling Defendants shall send the check (and any accompanying letter) to:

U.S. Environmental Protection Agency, Superfund Payments
Cincinnati Finance Center
P.O. Box 979076
St. Louis, MO 63197-9000

c. At the time of each payment, Settling Defendants shall also send notice that payment has been made to EPA and DOJ in accordance with Section XIV (Notices and Submissions). Such notice shall reference the EPA Region and Site/Spill ID Number 06B1, DOJ Case Number #90-11-2-857/1, and the civil action number.

d. Stipulated penalties for failure to make payment under Paragraph 9 are due and payable within 30 days of the date of the demand for payment of the penalties by the State. All payments to the State under this Paragraph shall be identified as "stipulated penalties" and shall be made by certified funds check or public agency warrant made payable to the "State of Oklahoma." The check, or a letter accompanying the check, shall reference the name and address of the party making payment, the Site name, and the Civil Action number. Settling Defendants shall send the check (and any accompanying letter) to:

Oklahoma Office of Attorney General
Attention: Ellen A. Phillips, Assistant Attorney General
313 N.E. 21st Street, Room 2081
Oklahoma City, Oklahoma 73105

e. At the time of each payment, Settling Defendants shall also send notice that payment has been made to ODEQ in accordance with Section XIV (Notices and Submissions). Such notice shall reference the civil action number and Site name.

f. Stipulated penalties for failure to make payment under Paragraph 12 are due and payable within 30 days of the date of the demand for payment of the penalties by the Natural Resource Trustees. All payments to the Natural Resource Trustees under this Paragraph shall be identified as "stipulated penalties" and shall be made by certified funds check following the instructions found in the demand letter by the respective Natural Resource Trustee. The check, or a letter accompanying the check, shall reference the name and address of the party making payment, the Site name, the DOJ case number #90-11-2-857/1, and the civil action number. Settling Defendants shall send the check (and any accompanying letter) to the Natural Resource Trustee to whom stipulated penalties are owed.

g. At the time of payment of a stipulated penalty, Settling Defendants shall also send notice that payment has been made to the respective Natural Resource Trustee in accordance with Section XIV (Notices and Submissions). Such notice shall reference the Site name and the civil action number.

h. Penalties shall accrue as provided in this Paragraph regardless of whether the United States or the State has notified Settling Defendants of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

15. If the United States or the State brings an action to enforce this Consent Decree, Settling Defendants shall reimburse the United States and the State for all costs of such action, including but not limited to costs of attorney time.

16. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiffs by virtue of Settling Defendants' failure to comply with the requirements of this Consent Decree.

17. Notwithstanding any other provision of this Section, the United States and/or the State may, in their unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Settling Defendants from payment as required by Section VI or from performance of any other requirements of this Consent Decree.

VIII. COVENANT NOT TO SUE BY PLAINTIFFS

18. Covenant Not to Sue by the United States. Except as specifically provided in Section IX (Reservation of Rights by the United States and the State), the United States covenants not to sue or to take administrative action against the Settling Defendants pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for performance of response action or for recovery of Response Costs or Natural Resource Damages with regard to the Site. With respect to present and future liability, this covenant not to sue shall take effect upon receipt by EPA and the Federal Natural Resource Trustee of payments required by Section VI, Paragraph 5 (Payment of Response Costs) and Paragraph 12 (Payment of Natural Resource Damages) and any amount due under Section VII (Failure to Comply with Consent Decree). This covenant not to sue is conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Consent Decree. This covenant not to sue extends only to Settling Defendants and does not extend to any other person.

19. Covenant Not To Sue by State of Oklahoma. Except as specifically provided in Section IX (Reservation of Rights by the United States and the State), the State covenants not to sue or to take administrative action against the Settling Defendants with regard to this Site for the performance of response actions or for the recovery of Response Costs or Natural Resource Damages pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§9606 and 9607(a), and/or any provision of state law. With respect to present and future liability, this covenant not to sue shall take effect only upon receipt by the State of payments required by Section VI, Paragraph 9 (Payment of Response Costs) and Paragraph 12 (Payment of Natural Resource Damages) and any amount due under Section VII (Failure to Comply with Consent Decree). This covenant not to sue is conditioned upon the complete and satisfactory performance by Settling Defendants of their obligations under this Consent Decree. This covenant not to sue extends only to Settling Defendants and does not extend to any other person.

IX. RESERVATIONS OF RIGHTS BY UNITED STATES AND THE STATE

20. The United States and the State reserve, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all matters not expressly included within the Covenant Not to Sue by Plaintiffs in Paragraphs 18 and 19. Notwithstanding any other provision of this Consent Decree, the United States and the State reserve all rights against Settling Defendants with respect to:

- a. liability for failure of Settling Defendants to meet a requirement of this Consent Decree;
- b. criminal liability;
- c. liability, based upon Settling Defendants' ownership or operation of the Site,

or upon Settling Defendants' transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Consent Decree by the Settling Defendants.

d. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site.

21. Notwithstanding any other provision of this Consent Decree, the United States and the State reserve, and this Consent Decree is without prejudice to, the right to reinstitute or reopen this action, or to commence a new action against a Settling Defendant seeking relief other than as provided in this Consent Decree, if the Certification made by such Settling Defendant in Paragraph 33 or 34 is found to be materially false or inaccurate. Any such action by the United States or the State would be limited to an action against the individual Settling Defendant found to have made a materially false or inaccurate certification.

X. COVENANT NOT TO SUE BY SETTLING DEFENDANTS

22. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States or the State, or their contractors or employees, with respect to the Site, including but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of the response actions at the Site, including any claim under the United States Constitution, the State Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States or the State pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

23. Except as provided in Paragraph 25 (Waiver of Claims) and Paragraph 29 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply in the event the United States or the State brings a cause of action or issues an order pursuant to the reservations set forth in Section IX, but only to the extent that Settling Defendants' claims arise from the same response action or response costs that the United States or the State is seeking pursuant to the applicable reservation.

24. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

25. Settling Defendants agree not to assert any CERCLA claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any other person unless such person asserts a claim or cause of action against Settling Defendants.

XI. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

26. 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. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Decree may have under applicable law. Except as provided in Paragraphs 25 and 27, the Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

27. The Parties agree, and by entering this Consent Decree this Court finds, that Settling Defendants are entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are all response actions taken or to be taken, all Response Costs and Natural Resource Damages incurred or to be incurred, at or in connection with the Site, by the United States, the State, or any other person. The "matters addressed" in this Consent Decree do not include those Response Costs or response actions or Natural Resource Damages as to which the United States or the State has reserved its rights under this Consent Decree (except for claims for failure to comply with this Decree), in the event that the United States or the State asserts rights against Settling Defendants coming within the scope of such reservations.

28. Each Settling Defendant agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree, it will notify EPA, DOJ, and the State in writing no less than 60 days prior to the initiation of such suit or claim. Each Settling Defendant also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree, it will notify EPA and DOJ and the State in writing within 10 days of service of the complaint or claim upon it. In addition, each Settling Defendant shall notify EPA, DOJ, and the State within 10 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree. Notice shall not be required of Settling Defendants in the event that Settling Defendants are sued for contribution in the pending CERCLA litigation brought by the United States and the State against Union Pacific Railroad and to which the United States and the State are parties.

29. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, 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; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by Plaintiffs set forth in Section VIII.

XII. RETENTION OF RECORDS

30. Until five (5) years after the entry of this Consent Decree, each Settling Defendant shall preserve and retain all records now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary.

31. After the conclusion of the document retention period in the preceding paragraph, Settling Defendants shall notify EPA and DOJ and the State at least ninety (90) days prior to the destruction of any such records, and, upon request by EPA or DOJ or the State, Settling Defendants shall deliver copies of any such records to EPA or the State. Settling Defendants may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If a Settling Defendant asserts such a privilege, it shall provide Plaintiffs with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (*e.g.*, company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. However, no records created or generated pursuant to the requirements of this or any other settlement with the EPA pertaining to the Site shall be withheld on the grounds that they are privileged or protected.

32. No claim of confidentiality shall be made with respect to any data, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site; however, nothing in this agreement shall act as a waiver of attorney client privilege, attorney work product privilege, or trade secret privilege or protection.

XIII. CERTIFICATION OF SETTLING DEFENDANTS

33. By signing this Consent Decree, each Settling Defendant listed on Appendix A and B certifies individually, that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the Site after notification of potential liability or the filing of a suit against it regarding the Site; and that it has fully complied with any and all EPA and State requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

34. By signing this Consent Decree, each Settling Defendant certifies individually that, after thorough inquiry (after review of historical company records and/or interviews with long-time employees), it did not contribute waste oil or hazardous substances of greater volume

and/or toxicity to the Site than that attributed to it in Appendices A and B attached to this Consent Decree. Each Settling Defendant further certifies that it did not contribute any waste to the Double Eagle Refinery Site at any time prior to or during calendar year 1976 (thereby qualifying for this settlement as a post-1976 Generator Defendant).

XIV. NOTICES AND SUBMISSIONS

35. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOJ, the State, and Settling Defendants, respectively.

As to the United States:

DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DJ #90-11-2-857/1)
P.O. Box 7611
Washington, D.C. 20044-7611

EPA:

Team Leader, Enforcement Assessment Team
Superfund Division
U. S. Environmental Protection Agency Region 6
1445 Ross Avenue, Suite 1200
Dallas, TX 75202-2733

Federal Natural Resource Trustees:

Regional Director, Region 2
U.S. Fish and Wildlife Service
Attn: Karen Cathey
500 Gold Ave., SW
Albuquerque, N.M. 87102

Martin Steinmetz
Tulsa Field Solicitor Office
United States Department of the Interior
7906 East 33d Street, Suite 100

Tulsa, Oklahoma 74104

State of Oklahoma, on behalf of the Oklahoma Department of Environmental Quality:

Oklahoma Department of Environmental Quality
Steven A. Thompson, Executive Director
P.O. Box 1677
Oklahoma City, Oklahoma 73101-1677

Ellen Phillips, Assistant Attorney General
Environmental Protection Unit
Oklahoma Office of Attorney General
Environmental Protection Unit
313 N.E. 21st St.
Oklahoma City, Oklahoma 73105
Office: (405) 522-4448
Fax: (405) 522-0608

State of Oklahoma Natural Resource Trustee:

Miles Tolbert, Oklahoma Secretary of the Environment
3800 Classen Boulevard
Oklahoma City, Oklahoma 73118

Ellen Phillips, Assistant Attorney General
Environmental Protection Unit
Oklahoma Office of Attorney General
Environmental Protection Unit
313 N.E. 21st St.
Oklahoma City, Oklahoma 73105

State of Oklahoma, on behalf of the Oklahoma Department of Wildlife Conservation

Greg Duffy, Director
Oklahoma Department of Wildlife Conservation
1801 N. Lincoln Boulevard
Oklahoma City, Oklahoma 73152

William Ray
Oklahoma Department of Wildlife Conservation
1801 North Lincoln Boulevard
Oklahoma City, Oklahoma 73152

Mark Howery

Oklahoma Department of Wildlife Conservation
1801 N. Lincoln Boulevard
Oklahoma City, Oklahoma 73152

Ellen Phillips, Assistant Attorney General
Environmental Protection Unit
Oklahoma Office of Attorney General
Environmental Protection Unit
313 N.E. 21st St.
Oklahoma City, Oklahoma 73105

Settling Defendants:

Gerald L. Hilsher
Boone, Smith, Davis, Hurst & Dickman
100 West 5th St., Suite 500
Tulsa, OK 74103
(918) 587-0000
(918) 599-9317 (Fax)
GHilsher@Boonesmith.com

XV. RETENTION OF JURISDICTION

36. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XVI. INTEGRATION/APPENDICES

37. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree: "Appendix A" is the list of Settling Defendants, the volume of wastes attributed to each, the respective settlement amounts for Response Costs and the total of Natural Resource Damages to be paid to Plaintiffs under this Consent Decree. "Appendix B" is the list of Settling Defendants, the volume of wastes attributed to each, and the respective settlement amounts for Natural Resource Damages to be paid to Plaintiffs under this Consent Decree.

XVII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

38. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States and the State reserve the right to withdraw or withhold their consent if the comments regarding the Consent Decree disclose facts

or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

39. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XVIII. SIGNATORIES/SERVICE

40. Each undersigned representative of a Settling Defendant to this Consent Decree, the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice, and the State of Oklahoma on behalf of the Oklahoma Department of Environmental Quality and the Oklahoma Secretary of the Environment certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

41. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless either the United States or the State has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

42. Each Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons. The Parties agree that Settling Defendants need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XIX. FINAL JUDGMENT

43. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States, the State and the Settling Defendants. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS ____ DAY OF _____, 20__.

United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et. al.*, relating to the Double Eagle Superfund Site.

FOR THE UNITED STATES OF AMERICA
UNITED STATES DEPARTMENT OF JUSTICE:

Date:

RONALD TENPAS
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

SAMUEL D. BLESİ
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044
(202) 305-0302

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et. al.*, relating to the Double Eagle Superfund Site.

FOR THE UNITED STATES OF AMERICA
UNITED STATES DEPARTMENT OF JUSTICE:


Date:

JUDY A. COPELAND
Assistant U.S. Attorney
Western District of Oklahoma
210 Park Avenue, Suite 400
Oklahoma City, OK 72102
405.553.8829

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et. al.*, relating to the Double Eagle Superfund Site.

U.S. Environmental Protection Agency

Date:

SAMUEL COLEMAN/ P.E. 
Director, Superfund Division
U. S. Environmental Protection Agency Region 6
1445 Ross Avenue
Dallas, TX 75202-2733

PAMELA J. TRAVIS
Assistant Regional Counsel
Office of Regional Counsel
U. S. Environmental Protection Agency Region 6
1445 Ross Avenue
Dallas, TX 75202-2733

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et. al.*, relating to the Double Eagle Superfund Site.

FOR THE STATE OF OKLAHOMA on behalf of the Oklahoma Department of Environmental Quality and the Oklahoma Secretary of the Environment:

Date: 6/9/08

ELLEN PHILLIPS
Assistant Attorney General
Oklahoma Office of Attorney General
Environmental Protection Unit
313 N.E. 21st Street
Oklahoma City, Oklahoma 73105
Office: (405) 522-4448
Fax: (405) 522-0608

MILES TOLBERT
Oklahoma Secretary of the Environment
3800 Classen Boulevard
Oklahoma City, Oklahoma 73118

STEVEN A. THOMPSON
Executive Director
Oklahoma Department of Environmental Quality
P.O. Box 1677
Oklahoma City, Oklahoma 73101-1677

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al, Civil Action No. _____*, relating to the Double Eagle Superfund Site.

DEFENDANT:

Albert Investment Co., Inc., a dissolved Oklahoma corporation

By:

Judith A. Kantor, Liquidating Trustee
3040 S. Wheeling
Tulsa, OK 74114
(918) 743-8877

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Riggs, Abney, Neal, Turpen, Orbison & Lewis
502 W. 6th St.
Tulsa, OK 74119
Attn: Christopher S. Heroux
(918) 587-3161
Attorneys for Defendant

NOTICES AND SUBMISSIONS TO:

Riggs, Abney, Neal, Turpen, Orbison & Lewis
502 W. 6th St.
Tulsa, OK 74119
Attn: Christopher S. Heroux
(918) 587-3161
Attorneys for Defendant

ALBERT INVESTMENT CO., INC.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al, Civil Action No. _____*, relating to the Double Eagle Superfund Site.

American Airlines, Inc.
FOR DEFENDANT

Date: 11/20/07

[Name and Address of Defendant(s) signatories]

Peggy E. Sterling
Vice President – Safety, Security, and Environmental
American Airlines, Inc.
4333 Amon Carter Blvd.
Fort Worth, Texas 76155

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

(Name, Title, Address)
CT Corporation System
350 North St. Paul St.
Dallas, Texas 75201

NOTICES AND SUBMISSIONS TO:

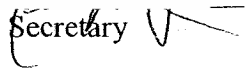
(Name, Title, Address)
Camille Corbin, Esq.
Attorney
American Airlines, Inc.
4333 Amon Carter Blvd.
MD 5675
Fort Worth, Texas 76155

AMERICAN AIRLINES, INC.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al, Civil Action No. _____*, relating to the Double Eagle Superfund Site.

APAC-Arkansas, Inc. and APAC-Oklahoma, Inc.
(formerly and/or also known as: Standard Industries, Inc.; Arkhola Sand & Gravel; McClinton Anchor; McClinton, Inc.; Pyatt Sand & Gravel, Inc.; and Ashland-Warren, Inc.).
FOR DEFENDANT

Date: 11/19/2007

Deborah L. Murphey, atty/Asst. Secretary 
900 Ashwood Pkwy
Suite 700
Atlanta, GA 30338-4780

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Deborah L. Murphey, Esq
900 Ashwood Pkwy
Suite 700
Atlanta, GA 30338-4780

NOTICES AND SUBMISSIONS TO:

Deborah L. Murphey,
Senior Counsel
APAC, Inc.
900 Ashwood Pkwy
Suite 700
Atlanta, GA 30338-4780

APAC ARKANSAS, INC., APAC OKLAHOMA, INC.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al*, Civil Action No. _____, relating to the Double Eagle Superfund Site.

Indiana Glass Company
by: ~~Jerry Vanden Eynden~~, President

FOR DEFENDANT

Date: 11-13-07

Jerry Vanden Eynden
President
Indiana Glass Company
10521 Millington Court
Cincinnati, OH 45242

[Names and addresses of Defendant's signatories]

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Jerry Vanden Eynden

(Name, Title, Address)

Jerry Vanden Eynden
President
Indiana Glass Company
10521 Millington Court
Cincinnati, OH 45242

NOTICES AND SUBMISSIONS TO:

(Name, Title, Address)

Jerry Vanden Eynden
President
Indiana Glass Company
10521 Millington Court
Cincinnati, OH 45242

BARTLETT COLLINS CO. (INDIANA GLASS COMPANY)

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al*, Civil Action No. _____, relating to the Double Eagle Superfund Site.

Bell Helicopter Textron Inc.
FOR DEFENDANT

Date: Nov. 14, 2007

[Names and addresses of Defendant's Signatories]

Jamieson Schiff
Textron Inc. 40 Westminister St.

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

(Name, Title, Address)

Providence,
RI 02903

NOTICES AND SUBMISSIONS TO:

(Name, Title, Address)

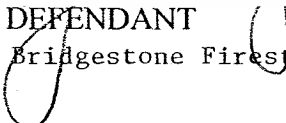
Jamieson Schiff
Textron Inc.
40 Westminister St.
Providence, RI 02903

Jamieson Schiff
Textron Inc.
40 Westminister St.
Providence, RI 02903

BELL HELICOPTER

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al*, Civil Action No. XXXXXXXX, relating to the Double Eagle Superfund Site.

FOR DEFENDANT


Bridgestone Firestone North American Tire, LLC

Date: November 19, 2007

[Names and addresses of Defendant's signatories]

Jane A. Johnson, Manager of Remediation
Bridgestone Americas Holdings Inc.
535 Marriott Drive
Nashville, TN 37214
Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Name: Heidi H. Bumpers

Title: Counsel, Jones Day

Address: 51 Louisiana Avenue, NW
Washington, DC 20001

NOTICES AND SUBMISSIONS TO:

Name: Heidi H. Bumpers

Title: Counsel, Jones Day

Address: 51 Louisiana Avenue, NW
Washington, DC 20001

BRIDGESTONE FIRESTONE NORTH AMERICAN TIRE, LLC

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al*, Civil Action No. _____, relating to the Double Eagle Superfund Site.

SIGNATURE FLIGHT SUPPORT CORPORATION, previously known as or parent of Butler Aviation – Tulsa, Inc., Butler Aviation – Oklahoma, Inc., Butler Aviation International, Inc., Signature Flight Support – Tulsa, Inc. and its parent, subsidiaries, affiliates and insurers.

Date: November 20, 2007

Joseph I. Goldstein
Vice President, General Counsel
Signature Flight Support Corporation
201 South Orange Avenue
Suite 1100
Orlando, Florida 32801

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Robert M. Baratta, Jr.
Freeborn & Peters, LLP
311 South Wacker Drive
Suite 3000
Chicago, Illinois 60606

NOTICES AND SUBMISSIONS TO:

Joseph I. Goldstein
Vice President, General Counsel
Signature Flight Support Corporation
201 South Orange Avenue
Suite 1100
Orlando, Florida 32801

BUTLER AVIATION

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al, Civil Action No. _____*, relating to the Double Eagle Superfund Site.

FOR DEFENDANT: CNH America LLC f/k/a
Case Corporation

Date: 11/20/2007

David G. Mueller
Senior Managing Attorney
CNH America LLC
700 State Street
Racine, WI 53404

Agent Authorized to Accept Service on Behalf of
Above-signed Party: CT Corporation, The
Corporation Trust Company, 1209 Orange, Street,
Wilmington, DE 19801

NOTICES AND SUBMISSIONS TO:

David G. Mueller
Senior Managing Attorney
CNH America LLC
700 State Street
Racine, WI 53404

CNH AMERICA LLC F/K/A CASE CORPORATION

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al, Civil Action No. _____* relating to the Double Eagle Superfund Site.

FOR DEFENDANT

Chevron Environmental Management Company,
for itself and on behalf of Chevron U.S.A. Inc.
and Texaco Inc.

Date: 11/9/07

[Names and addresses of Defendant's signatories]

Robert R. John
Assistant Secretary
Chevron Environmental Management Company
6001 Bollinger Canyon Road
San Ramon, CA 94583

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Name: Corporation Service Company

Address: 115 S.W. 89th Street
Oklahoma City, OK 73139-8571

NOTICES AND SUBMISSIONS TO:

Name: Richard T. Hughes

Title: Senior Counsel

Address: 1600 Smith Street, 27038B

Houston, TX 77002

CHEVRON ENVIRONMENTAL MANAGEMENT CO. (CHEVRON TEXACO)

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al, Civil Action No. _____*, relating to the Double Eagle Superfund Site.

City Of Amarillo, Texas
DEFENDANT

Date: 11/12/07

By: _____
Alan M. Taylor, City Manager
509 S.E. 7th, Ste. 303
Amarillo TX 79101

Agent Authorized to Accept Service on
Behalf of the Above-signed Party:

Donna DeRight
City Secretary
509 S.E. 7th Ste. 303
Amarillo TX 79101

APPROVED AS TO LEGAL FORM
& NOTICES AND SUBMISSIONS TO:

Marcus W. Norris
City Attorney
509 S.E. 7th Ste. 303
Amarillo TX 79101
Tel. 806.378.4208 / Fax 806.378.3018
Texas Bar No. 15091300

CITY OF AMARILLO, TX

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Civil Action No. _____, relating to the Double Eagle Superfund Site.

KENNETH JORDAN
Municipal Counselor

DAN T. BRUMMITT
Land Use Division Head

Date: November 29, 2007 By:

RITA F. DOUGLAS-TALLEY, OBA 11542
Assistant Municipal Counselor
The City of Oklahoma City
Municipal Counselor's Office
200 N. Walker, Suite 400
Oklahoma City, OK 73102
Telephone: (405) 297-2451
Facsimile: (405) 297-2118
Attorneys for Defendant,
The City of Oklahoma City

Agent Authorized to Accept Service on
Behalf of Above-signed Party:

Frances Kersey, City Clerk
The City of Oklahoma City
200 N. Walker, Second Floor
Oklahoma City, OK 73102

NOTICES AND SUBMISSIONS TO:

Rita F. Douglas-Talley
Assistant Municipal Counselor
The City of Oklahoma City
Municipal Counselor's Office
200 N. Walker, Suite 400
Oklahoma City, OK 73102
Telephone: (405) 297-2451
Facsimile: (405) 297-2118

CITY OF OKLAHOMA CITY, OK

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al*, Civil Action No. XXXXXXXX, relating to the Double Eagle Superfund Site.

CONOCOPHILLIPS COMPANY
FOR DEFENDANT

Date: December 14, 2007

[Names and addresses of Defendant's signatories]
William A. Kitchen
Manager, Risk Management and Remediation

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

Name: Corporation Service Company

Title: _____

Address: 115 S.W. 89th Street
Oklahoma City, OK 73139-8511

NOTICES AND SUBMISSIONS TO:

Name: Stephen P. Chung, Esq.

Title: Senior Counsel

Address: 600 N. Dairy Ashford, ML 1082

Stephen.Chung@conocophillips.com

281-293-6231

CONOCOPHILLIPS CO.

THE UNDERSIGNED PARTIES enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al*, Civil Action No. XXXXXXXX, relating to the Double Eagle Superfund Site.

For Defendants CRST International, Inc. and its subsidiaries CRST Van Expedited, Inc., CRST Malone, Inc. and CRST Logistics, Inc.

Date: November 12, 2007

Wesley L. Brackey
CRST International, Inc.
3930 16th Ave. S.W.
Cedar Rapids, Ia. 52404
[Name and address of Defendants signatory and
Agent Authorized to Accept Service on Behalf of Above-
signed Parties]

NOTICES AND SUBMISSIONS TO:

Name: Mark J. Herzberger
Title: Attorney
Address: Moyer & Bergman, P.L.C.
2720 First Ave. N.E.
Cedar Rapids, Ia. 52402

CRST INTERNATIONAL, INC.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al*, Civil Action No. XXXXXXXX, relating to the Double Eagle Superfund Site.

CUMMINS SOUTHERN PLAINS
FOR DEFENDANT

Date: NOV-8-2007

(Names and addresses of Defendant's signatories)

John A. Rubino III
500 Jackson St.
Columbus, IN 47201

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: JOHN A. RUBINO III

Title: SENIOR COUNSEL

Address: 500 JACKSON ST.
COLUMBUS, IN 47201

NOTICES AND SUBMISSIONS TO:

Name: SAME

Title: _____

Address: _____

CUMMINS SOUTHERN PLAINS, INC.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al*, Civil Action No. XXXXXXXX, relating to the Double Eagle Superfund Site.

Schlumberger Technologies Corp.
(Dowell Schlumberger)

FOR DEFENDANT

APB

Date: 11-19-07

Daniel YATES - General Counsel & VP

[Names and addresses of Defendant's signatories]

Daniel Yates, General Counsel & VP

Schlumberger Technologies Corp.

225 Schlumberger Dr., Sugar Land, TX 77478

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

Name: ALEXANDRE BOURGEOIS

Title: SENIOR LEGAL COUNSEL, ENVIRONMENTAL

Address: 225 SCHLUMBERGER DR.

SUGAR LAND, TX 77478

NOTICES AND SUBMISSIONS TO:

Name: ALEXANDRE BOURGEOIS

Title: SENIOR LEGAL COUNSEL, ENVIRONMENTAL

Address: 225 SCHLUMBERGER DR.

SUGAR LAND, TX 77478

SCHLUMBERGER TECHNOLOGIES CORP. (DOWELL SCHLUMBERGER)

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al, Civil Action No. _____*, relating to the Double Eagle Superfund Site.

FOR DEFENDANT EMERSON ELECTRIC CO.

Date: November 20, 2007

Harold J. Lamboley, Jr.
Vice President, Environmental Affairs
Emerson Electric Co.
8000 West Florissant
Mail Station 3800
St. Louis, Missouri 63136

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

(Name, Title, Address)

NOTICES AND SUBMISSIONS TO:

Jennifer A. GIBLIN, Esq.
Counsel for Emerson Electric Co.
Pillsbury Winthrop Shaw Pittman LLP
2300 N St. NW
Washington, DC 20037

Jennifer A. GIBLIN, Esq.
Counsel for Emerson Electric Co.
Pillsbury Winthrop Shaw Pittman LLP
2300 N St. NW
Washington, DC 20037

EMERSON ELECTRIC CO.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al, Civil Action No. XXXXXXXX*, relating to the Double Eagle Superfund Site.

FOR DEFENDANT SMITH FIBERCAST, a division of
FIBER GLASS SYSTEMS, L.P., successor to FIBERCAST COMPANY

Date: 11/26/07

Robert E. "Robin" Morse, III

[Names and addresses of Defendant's signatories]

Crain, Caton & James, P.C.
1401 McKinney, Suite 1700
Houston, Texas 77010

Attorneys for SMITH FIBERCAST, a division of FIBER GLASS SYSTEMS, L.P.,
successor to FIBERCAST COMPANY Agent Authorized to Accept Service on Behalf of Above-
signed Party:

Name: Robert E. "Robin" Morse, III

Title: Attorney

Address: 1401 McKinney, Suite 1700

Houston, Texas 77010

NOTICES AND SUBMISSIONS TO:

Name: Robert E. "Robin" Morse, III

Title: Attorney

Address: 1401 McKinney, Suite 1700

Houston, Texas 77010

FIBERCAST

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al*, Civil Action No. XXXXXXXX, relating to the Double Eagle Superfund Site.

FOR DEFENDANT

Date: 11/12/07

[Names and addresses of Defendant's signatories]
Rick Holcomb, Senior Counsel
Continental Tire North America, Inc.
1800 Continental Blvd.
Charlotte, NC 28273
Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Name: Rick Holcomb

Title: Senior Counsel

Address: 1800 Continental Blvd.
Charlotte, NC 28273

NOTICES AND SUBMISSIONS TO:

Name: Rick Holcomb

Title: Senior Counsel

Address: 1800 Continental Blvd.

Charlotte, NC 28273

GENERAL TIRE (CONTINENTAL GENERAL TIRE & RUBBER)

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al*, Civil Action No. XXXXXXXX, relating to the Double Eagle Superfund Site.

The Goodyear Tire & Rubber Company
FOR DEFENDANT

Date: 11-15-07

Agent Authorized to Accept Service on Behalf of
Above-signed Party and Name and Address of
Defendant's Signatory:

ATTESTED BY:

Name: Donald E. Stanley

Name: Bertram Bell

Title: Vice President Product Quality & Plant Technology

Title: Associate General Counsel & Assistant Secretary

Address: 1144 East Market Street

Akron, Ohio 44316-0001

NOTICES AND SUBMISSIONS TO:

Name: Winfred T. Colbert, Esq.

Title: Attorney and Coordinator, Global Environmental, Health & Safety Law

Address: Law Department

1144 East Market Street

Akron, Ohio 44316-0001

GOODYEAR TIRE AND RUBBER CO.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al, Civil Action No. _____*, relating to the Double Eagle Superfund Site.

Halliburton Company

FOR DEFENDANT

Date: 27 November 2007

Susan Ponce
Sr. Vice President -- Commercial Law
10200 Bellaire Blvd.
Houston, Texas 77072

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

C T Corporation System
1021 Main St., Ste. 1150
Houston, TX 77002

NOTICES AND SUBMISSIONS TO:

General Counsel
Halliburton Company
1401 McKinney Ste. 2400
Houston, Texas 77010

HALLIBURTON

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al, Civil Action No. _____*, relating to the Double Eagle Superfund Site.

~~FOR DEFENDANT~~

Howard Pontiac-GMC, Inc.
Darryl Burman
Vice President and Assistant Secretary
950 Echo Lane, Suite 100
Houston, TX 77024

Date: 11/20/07

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Capitol Corporate Services, Inc.
115 SW 89th Street
Oklahoma City, OK 73139-8511

NOTICES AND SUBMISSIONS TO:

Darryl Burman
Howard Pontiac-GMC, Inc.
Vice President and Assistant Secretary
950 Echo Lane, Suite 100
Houston, TX 77024

HOWARD PONTIAC GM, INC.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al, Civil Action No. _____*, relating to the Double Eagle Superfund Site.

Date:

11/16/07

~~FOR DEFENDANT/~~ **Robert J. Hudiburg**
Hudiburg Chevrolet, Inc., d/b/a
Hudiburg Investments, Inc. n/k/a
Hudiburg Holding, Inc., and Hudiburg, Ltd.
Formerly Hudiburg Chevrolet, Ltd.
P.O. Box 820309
North Richland Hills, TX 76182-0309

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Jennifer N. Littman
Attorney for Defendant
McDonald Sanders, P.C.
777 Main Street, Suite 1300
Fort Worth, TX 76102
(817) 336-8651
(817) 334-0271 Fax

NOTICES AND SUBMISSIONS TO:

Jennifer N. Littman
McDonald Sanders, P.C.
777 Main Street, Suite 1300
Fort Worth, TX 76102
(817) 336-8651
(817) 334-0271 Fax

HUDIBURG CHEVROLET, INC. D/B/A HUDIBURG INVESTMENTS

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al*, Civil Action No. _____, relating to the Double Eagle Superfund Site.

ITW Shakeproof, a division of Illinois Tool Works Inc.
FOR DEFENDANT

Date: _____

11/19/2007

Roger W. Shores, Jr.
Group President
ITW Industrial Plastics & Metals
3600 West Lake Avenue
Glenview, IL 60026

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Ken Brown, CHMM
Environmental Engineer
Illinois Tool Works Inc.
3600 West Lake Avenue
Glenview, IL 60026

NOTICES AND SUBMISSIONS TO:

Ken Brown, CHMM
Environmental Engineer
Illinois Tool Works Inc.
3600 West Lake Avenue
Glenview, IL 60026

ILLINOIS TOOL WORKS, INC. (ITW SHAKEPROOF)

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al, Civil Action No. XXXXXXXX*, relating to the Double Eagle Superfund Site.

Del S. Dameron, Vice President & General Counsel,
General Dynamics Ordnance & Tactical Systems Inc.

FOR DEFENDANT: IMCO d/b/a/ General Dynamics
OTS (Garland) and Datron, Inc. f/k/a Intercontinental
Manufacturing, Inc.
11399 16th Court North, Suite 200
St. Petersburg, FL 33716

DATE: November 12, 2007

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Name:
Peter Gray, Esq.

McKenna, Long & Aldridge

Address:
1900 K Street N.W. Suite 100
Washington, D.C. 20006

NOTICES AND SUBMISSIONS TO:

Name:: Peter L. Gray, Esq.
Company; McKenna Long & Aldridge
Address: 1900 K Street, Suite 100
City: Washington, DC 20006

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al*, Civil Action No. _____, relating to the Double Eagle Superfund Site.

~~FOR~~ DEFENDANT KAWNEER COMPANY,
INC.

Date: 12/17/2007

Ronald D. Dickel
Alcoa, 201 Isabella Street, Pittsburgh, PA 15212

[Names and address of Defendant's signatory]

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Dan J. Jordanger
Hunton & Williams LLP
951 East Byrd Street
Riverfront Plaza, East Tower
Richmond, Virginia 23219

NOTICES AND SUBMISSIONS TO:

Dan J. Jordanger
Counsel to Kawneer Company, Inc.
Hunton & Williams LLP
951 East Byrd Street
Riverfront Plaza, East Tower
Richmond, Virginia 23219

KAWNEER COMPANY, INC.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al, Civil Action No. _____*, relating to the Double Eagle Superfund Site.

Natural Gas Pipeline of America (NGPL)
FOR DEFENDANT

Date: Nov 20, 2007 [Names and addresses of Defendant's signatories]

Name: David J. Devine

Title: President

Address: 500 Dallas St., Suite 1000
Houston, TX 77002

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

Name: Corporation Service Company

Title: Registered Agent

Address: 2711 Centerville Road, Suite 400
Wilmington, DE 19808

NOTICES AND SUBMISSIONS TO:

Name: Denise Maes Esq.

Title: Outside Counsel

Address: Berenbaum Weinshienk & Eason
370 17th Street, 48th Floor Republic Plaza
Denver, CO 80202

NATURAL GAS PIPELINE (GATX KINDER MORGAN)

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al, Civil Action No. XXXXXXXX*, relating to the Double Eagle Superfund Site.

Durand Crosby
Chief Operating Officer
Oklahoma Department of Mental Health and
Substance Abuse Services
1200 N.E. 13th Street
Oklahoma City, Oklahoma 73152
FOR DEFENDANT Oklahoma Department of Mental
Health and Substance Abuse Services

Date: 11/20/05

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Name: Durand Crosby

Title: Chief Operating Officer

Address: 1200 N.E. 13th Street
Oklahoma City, Oklahoma 73152

NOTICES AND SUBMISSIONS TO:

Name: Durand Crosby
Title: Chief Operating Officer
Address: 1200 N.E. 13th Street
Oklahoma City, Oklahoma 73152

OKLAHOMA DEPT. OF MENTAL HEALTH

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Civil Action No. XXXXXX, relating to the Double Eagle Superfund Site.

State of Oklahoma, ex rel., Department of Transportation
FOR DEFENDANT

Date: November 26, 2007

NORMAN HILL, GENERAL COUNSEL
Oklahoma Department of Transportation
200 Northeast 21st Street
Oklahoma City, Oklahoma 73105

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Name:
Norman Hill

Title:
General Counsel

Address:
200 Northeast 21st Street
Oklahoma City, Oklahoma 73105

NOTICE AND SUBMISSIONS TO:

Name: Norman Hill

Title: General Counsel

Address: 200 Northeast 21st Street
Oklahoma City, Oklahoma 73105

OKLAHOMA DEPT. OF TRANSPORTATION

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al*, Civil Action No. _____, relating to the Double Eagle Superfund Site.

FOR DEFENDANT

X Date: 11-20-07

Mike Naatz, Executive V.P.
YRC Worldwide Enterprise Services, Inc.
10990 Roe Avenue
Overland Park, KS 66211

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

The Corporation Company
120 N. Robinson Avenue
735 First National Building
Oklahoma City, OK 73102

NOTICES AND SUBMISSIONS TO:

Joseph Pec, Attorney
YRC Worldwide Enterprise Services, Inc.
10990 Roe Avenue
Overland park, KS 66211

Cc: *Ron Janke, Attorney*
Jones Day
901 Lakeside Avenue
North Point
Cleveland, OH 44114

ROADWAY EXPRESS, INC.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al, Civil Action No. _____*, relating to the Double Eagle Superfund Site.

FOR DEFENDANT

Date: November 20, 2007

WILLIAM R. HARKER, GENERAL COUNSEL

[Names and addresses of Defendant's signatories]

Sears Holdings Management Corp.

3333 Beverly Rd

Hoffman Estates, IL 60179

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

(Name, Title, Address)

NOTICES AND SUBMISSIONS TO: ANNE C. AUTEN

(Name, Title, Address)

Thomas B. Alleman, Esq.

Winstead PC

1201 Elm, Suite 5400

Dallas, TX 75270

SENIOR COUNSEL

SEARS HOLDINGS MANAGEMENT ~~CO~~
CORPORATION

3333 BEVERLY ROAD, B6-374A

HOFFMAN ESTATES, ILLINOIS 60179

SEARS, ROEBUCK AND CO.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al*, Civil Action No. XXXXXXXX, relating to the Double Eagle Superfund Site.

FOR DEFENDANT SHELL OIL COMPANY

Date: November 1, 2007

William E. Platt, III
Shell Oil Company
Environmental Services
Senior Manager, PCRO/Environmental Claims
910 Louisiana
664 OSP
Houston, Texas 77002
Phone: 713-241-5126
Fax: 713-241-6926

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

NOTICES AND SUBMISSIONS TO:

Kimberly Lesniak
Senior Legal Counsel
Shell Oil Company
One Shell Plaza
910 Louisiana Street
Houston, TX 77002
Tel: +1 713-241-5403
Fax: +1 713-241-4081

SHELL OIL

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al, Civil Action No. _____*, relating to the Double Eagle Superfund Site.

FOR DEFENDANT, BC Imports, Inc. ~~f/k/a~~ Steve
Bailey Honda

Date: 4/20/07, 2007

Steve Bailey
c/o C. Craig Cole & Associates
317 N.W. 12th
Oklahoma City, Oklahoma 73103

[Names and addresses of Defendant's signatories]

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Steve Bailey
c/o C. Craig Cole & Associates
317 N.W. 12th
Oklahoma City, Oklahoma 73103
Counsel for BC Imports, Inc. f/k/a Steve Bailey
Honda

(Name, Title, Address)

NOTICES AND SUBMISSIONS TO:

C. Craig Cole & Associates
317 N.W. 12th
Oklahoma City, Oklahoma 73103
Counsel for BC Imports, Inc. f/k/a Steve Bailey Honda

(Name, Title, Address)

B. C. IMPORTS, INC. F/K/A STEVE BAILEY HONDA

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al, Civil Action No. _____*, relating to the Double Eagle Superfund Site.

FOR DEFENDANT UE, INC., formerly UNITED ENGINES, INC.

Date: November 14th, 2007

Jerry W. Morton, President
1916 Mulholland Drive
Edmond, Oklahoma 73003

Agent Authorized to Accept Service on Behalf of
Above-signed Party:
Michael E. Krasnow, Esq.
5305 N.W. 119th Street
Oklahoma City, Oklahoma 73162-1972

NOTICES AND SUBMISSIONS TO:

Michael E. Krasnow, Esq.
Attorney for UE, INC., formerly United Engines, Inc.
5305 N.W. 119th Street
Oklahoma City, Oklahoma 73162-1972

UE, INC. F/K/A UNITED ENGINES, INC.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al*, Civil Action No. XXXXXXXX, relating to the Double Eagle Superfund Site.

FOR DEFENDANT: ~~United Parcel Service Inc~~
by Robert D. Mowrey as expressly authorized
attorney and agent

Date: 11/21/07

[Names and addresses of Defendant's signatories]

Robert D. Mowrey
One Atlantic Center, 1201 W. Peachtree St.
Atlanta, GA 30309

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

Name: Robert D. Mowrey

Title: Attorney
Alston & Bird LLP

Address: One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309-3424

NOTICES AND SUBMISSIONS TO:

Name: Robert D. Mowrey

Title: Attorney
Alston & Bird LLP

Address: One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309-3424

UPS

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al, Civil Action No. _____*, relating to the Double Eagle Superfund Site.

~~FOR DEFENDANT~~ Gary Ray Roulet, CEO

Date: 11-20-2007

Western Farmers Electric Cooperative
701 NE 7th Street, Anadarko, Oklahoma 73005

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Brian Hobbs, J.D.
Western Farmers Electric Cooperative
701 NE 7th Street, P.O. Box 429
Anadarko, Oklahoma 73005

NOTICES AND SUBMISSIONS TO:

Brian Hobbs, J.D.
Western Farmers Electric Cooperative
701 NE 7th Street, P.O. Box 429
Anadarko, Oklahoma 73005

WESTERN FARMERS

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al, Civil Action No. _____*, relating to the Double Eagle Superfund Site.

WILLIS SHAW EXPRESS, INC.

FOR DEFENDANT

Date: 11-9-07

Richard E. Straughn, Secretary
[Names and addresses of Defendant's signatories]
502 E. Bridgers Avenue
Auburndale, FL 33823
(863) 965-6840

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

(Name, Title, Address)

NOTICES AND SUBMISSIONS TO:

Richard E. Straughn, Esquire
502 E. Bridgers Avenue
Auburndale, FL 33823

(Name, Title, Address)

Richard E. Straughn, Esquire
502 E. Bridgers Avenue
Auburndale, FL 33823

WILLIS SHAW EXPRESS, INC.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al*, Civil Action No. _____, relating to the Double Eagle Superfund Site.

Hilti, Inc.
FOR DEFENDANT

Date: November 19, 2007

Kelly Beaver
Hilti, Inc.
5400 S. 122nd E. Avenue
Tulsa, OK 74146

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Kelly Beaver
General Counsel
Hilti, Inc.
5400 S. 122nd E. Avenue
Tulsa, OK 74146

NOTICES AND SUBMISSIONS TO:

Marty Schofield
Hilti, Inc.
5400 S. 122nd E. Avenue
Tulsa, OK 74146

HILTI, INC.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al, Civil Action No. _____*, relating to the Double Eagle Superfund Site.

INTERSTATE BRANDS; CONTINENTAL BAKING

FOR DEFENDANT J. Randall Vance
Sr. Vice President, CFO and Treasurer
12 E. Armour Blvd.
Kansas City, MO 64111

Date: November 26, 2007

[Names and addresses of Defendant's signatories]

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

(Name, Title, Address)

NOTICES AND SUBMISSIONS TO:

Kent B. Magill, General Counsel
12 E Armour Blvd.
Kansas City, MO 64111

(Name, Title, Address)

Kent B. Magill, General Counsel
12 E Armour Blvd.
Kansas City, MO 64111

INTERSTATE BRANDS; CONTINENTAL BAKING

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al*, Civil Action No. _____, relating to the Double Eagle Superfund Site.

Date: 11-26-07

FOR DEFENDANT
Kevin J. Igli
SVP & Chief Environmental, Health & Safety Officer
Tyson Deli, inc. (formerly Wilson Foods)
2210 W. Oaklawn Drive
Springdale, AR 72762

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

(Name, Title, Address)
Agent for Service:

NOTICES AND SUBMISSIONS TO:

(Name, Title, Address)

Timothy T. Jones, Senior Counsel
Tyson Foods, Inc.
P.O. Box 2020 CP004
Springdale, AR 72765-2020
Phone: 479-290-7102
Fax: 479-757-6273

The Corporation Company
425 W. Capitol Avenue
Suite 1700
Little Rock, AR 72201
Phone: 501-688-8808

TYSON FOODS

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al*, Civil Action No. _____, relating to the Double Eagle Superfund Site.

~~FOR DEFENDANT~~ Wal-Mart Stores, Inc.

Date: 12/10/07

Donald E. Frieson

Printed Name

Senior Vice President, Wal-Mart Stores, Inc.

Title

Wal-Mart Stores, Inc.
702 S. W. 8th Street
Bentonville, AR 72716

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Jean M. Flores, Attorney
Guida, Slavich & Flores, P.C.
750 N. St. Paul Street, Suite 200
Dallas, Texas 75201

NOTICES AND SUBMISSIONS TO:

Jean M. Flores, Attorney
Guida, Slavich & Flores, P.C.
750 N. St. Paul Street, Suite 200
Dallas, Texas 75201

WAL-MART

Approved as to legal terms only
by
WAL-MART LEGAL DEPT.
Date: 12/7/07

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al, Civil Action No. XXXXXXXX*, relating to the Double Eagle Superfund Site.

FOR DEFENDANT

Date: 12/12/2007

Kraft Foods Global, Inc.

[Names and addresses of Defendant's signatories]

Jeffrey S. Srulovitz, Chief Environmental & Safety Counsel
Kraft Foods Global, Inc.
Three Lakes Drive, Northfield, IL 60093

Agent Authorized to Accept Service on Behalf of Above-
signed Party:

Name: Jeffrey S. Srulovitz

Title: Chief Environmental and Safety Counsel
Kraft Foods Global, Inc.

Address: Three Lakes Drive

Northfield, IL 60093

NOTICES AND SUBMISSIONS TO:

Name: Jeffrey S. Srulovitz

Title: Chief Environmental and Safety Counsel

Address: Three Lakes Drive

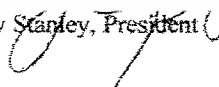
Northfield, IL 60093

KRAFT

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al*, Civil Action No. _____, relating to the Double Eagle Superfund Site.

FOR DEFENDANT, Marathon Electric Company

Date: 12/20/07

Larry Stanley, President 

Agent Authorized to Accept Service on Behalf of
Above-signed Party:

Larry Stanley, President
Marathon Electric
4300 River Park Drive
Oklahoma City, OK 73108

NOTICES AND SUBMISSIONS TO:

Stephen L. Jantzen
Ryan Whaley Coldiron Shandy P.C.
900 Robinson Renaissance
119 North Robinson Avenue
Oklahoma City, OK 73102

APPENDIX A

SETTLEMENT AMOUNTS

United States and State of Oklahoma v. Albert Investments, et al.

Settling Defendant	Volume (in gallons)	EPA Amount ^{1/}	State Amount ^{2/}	NRD Amount ^{3/}	Total
1. Albert Investment Co., Inc.	35,784	\$139,915.44	\$16,460.64	\$8,230.32	\$164,606.40
2. American Airlines, Inc.	25,992	\$101,628.72	\$11,956.32	\$5,978.16	\$119,563.20
3. APAC Arkansas, Inc., APAC Oklahoma, Inc.	30,879	\$120,736.89	\$14,204.34	\$7,102.17	\$142,043.40
4. Bartlett Collins Co. (Indiana Glass Company)	40,569	\$158,624.79	\$18,661.74	\$9,330.87	\$186,617.40
5. Bell Helicopter	63,088	\$246,674.08	\$29,020.48	\$14,510.24	\$290,204.80
6. Bridgestone Firestone North American Tire, LLC	60,000	\$234,600	\$27,600	\$13,800	\$276,000
7. Butler Aviation	10,800	\$42,228	\$4,968	\$2,484	\$49,680
8. CNH America LLC f/k/a Case Corporation	17,426	\$68,135.66	\$8,015.96	\$4,007.98	\$80,159.60
9. Chevron Environmental Management Co. (Chevron Texaco)	27,423	\$107,223.93	\$12,614.58	\$6,307.29	\$126,145.80
10. City of Amarillo, TX	27,089	\$105,917.99	\$12,460.94	\$6,230.47	\$124,609.40

^{1/}Payment of response costs to EPA shall be made in accordance with the instructions found in Paragraphs 5-8 of this Consent Decree.

^{2/}Payment of response costs to the State shall be made in accordance with the instructions found in Paragraphs 9-11 of this Consent Decree.

^{3/}Payment of natural resource damages shall be made in accordance with the instructions found in Paragraphs 12-14 of this Consent Decree.

11. City of Oklahoma City, OK	45,738	\$178,835.58	\$21,039.48	\$10,519.74	\$210,394.80
12. City of Tulsa, OK	9,489	\$37,101.99	\$4,364.94	\$2,182.47	\$43,649.40
13. Conoco Phillips Co.	70,393	\$275,236.63	\$32,380.78	\$16,190.39	\$323,807.80
14. CRST International, Inc.	19,600	\$76,636	\$9,016	\$4,508	\$90,160.00
15. Cummins Southern Plains, Inc.	17,191	\$67,216.81	\$7,907.86	\$3,953.93	\$79,078.60
16. Schlumberger Technologies Corp. Dowell Schlumberger	14,819	\$57,942.29	\$6,816.74	\$3,408.37	\$68,167.40
17. Emerson Electric Co.	16,015	\$62,618.65	\$7,366.90	\$3,683.45	\$73,669.00
18. Fibercast	12,175	\$47,604.25	\$5,600.50	\$2,800.25	\$56,005.00
19. Ft. James Operating Co. (Georgia Pacific Corp.)	24,632	\$96,311.12	\$11,330.72	\$5,665.36	\$113,307.20
20. General Tire (Continental General Tire & Rubber)	13,449	\$52,585.59	\$6,186.54	\$3,093.27	\$61,865.40
21. Goodyear Tire and Rubber Co.	51,952	\$203,132.32	\$23,897.92	\$11,948.96	\$238,979.20
22. Halliburton	60,124	\$235,084.84	\$27,657.04	\$13,828.52	\$276,570.40
23. Howard Pontiac-GM, Inc.	10,635	\$41,582.85	\$4,892.10	\$2,446.05	\$48,921.00
24. Hudiburg Chevrolet, Inc. d/b/a/ Hudiburg Investments	11,290	\$44,143.90	\$5,193.40	\$2,596.70	\$51,934
25. Illinois Tool Works, Inc. (ITW Shakeproof)	22,435	\$87,720.85	\$10,320.10	\$5,160.05	\$103,201
26. IMCO d/b/a/ General Dynamics OTS (Garland) and Datron, Inc. f/k/a Intercontinental Manufacturing Co., Inc.	76,519	\$299,189.29	\$35,198.74	\$17,599.37	\$351,987.40

27. Kawneer Company, Inc.	12,025	\$47,017.75	\$5,531.50	\$2,765.75	\$55,315
28. Marathon Electric	10,710	\$41,876.10	\$4,926.60	\$2,463.30	\$49,266
29. Natural Gas Pipeline (GATX Kinder Morgan)	35,322	\$138,109.02	\$16,248.12	\$8,124.06	\$162,481.20
30. Oklahoma Dept. of Mental Health	645	\$2,521.95	\$296.70	\$148.35	\$2,967
31. Oklahoma Dept. of Transportation	9730	\$38,044.30	\$4,475.80	\$2,237.90	\$44,758
32. Roadway Express, Inc.	37,220	\$145,530.20	\$17,121.20	\$8,560.60	\$171,212
33. Sears, Roebuck and Co.	63,564	\$248,535.24	\$29,239.44	\$14,619.72	\$292,394.40
34. Shell Oil	5,596	\$21,880.36	\$2,574.16	\$1,287.08	\$25,741.60
35. B.C. Imports, Inc. f/k/a Steve Bailey Honda	31,239	\$122,144.49	\$14,369.94	\$7,184.97	\$143,699.40
36. UE, Inc. f/k/a United Engines, Inc.	17,628	\$68,925.45	\$8,108.88	\$4,054.44	\$81,088.80
37. UPS	29,788	\$116,471.08	\$13,702.48	\$6,851.24	\$137,024.80
38. Western Farmers	25,625	\$100,193.75	\$11,787.50	\$5,893.75	\$117,875
39. Willis Shaw Express, Inc.	12,900	\$50,439	\$5,934	\$2,967	\$59,340.00
40. Hilti, Inc.	57,140	\$223,417.40	\$26,284.40	\$13,142.20	\$262,844
41. Interstate Brands; Continental Baking	26,532	\$103,740.12	\$12,204.72	\$6,102.36	\$122,047.20 ^y
42. Tyson Foods	135,997	\$531,748.27	\$62,558.62	\$31,279.31	\$625,586.20

^yIn lieu of anything to the contrary in the Consent Decree, this amount is to be an allowed general unsecured claim against Interstate Brands Corporation in the pending bankruptcy cases of Interstate Bakeries Corporation et al., Case No. 04-45814, pending in the United States Bankruptcy Court for the Western District of Missouri, to be paid in accordance with any confirmed plan of reorganization and in accordance with all state or federal laws.

APPENDIX B

NATURAL RESOURCE DAMAGES SETTLEMENT AMOUNTS
United States and State of Oklahoma v. Albert Investments, et al.

Settling Defendant	Volume (in gallons)	Joint State/DOI claim	State Groundwater claim	DOI assessment costs	State Assessment costs	Total
1. Albert Investment Co., Inc.	35,784	\$4,734.37	\$3,035.05	\$368.72	\$92.18	\$8,230.32
2. American Airlines, Inc.	25,992	\$3,438.85	\$2,204.54	\$267.82	\$66.96	\$5,978.16
3. APAC Arkansas, Inc., APAC Oklahoma, Inc.	30,879	\$4,085.42	\$2,619.03	\$318.18	\$79.54	\$7,102.17
4. Bartlett Collins Co. (Indiana Glass Company)	40,569	\$5,367.44	\$3,440.90	\$418.02	\$104.51	\$9,330.87
5. Bell Helicopter	63,088	\$8,346.80	\$5,350.87	\$650.06	\$162.51	\$14,510.24
6. Bridgestone Firestone North American Tire, LLC^	60,000	\$7,938.24	\$5,088.96	\$618.24	\$154.56	\$13,800.00
7. Butler Aviation	10,800	\$1,428.88	\$916.01	\$111.28	\$27.82	\$2,484.00
8. CNH America LLC f/k/a Case Corporation	17,426	\$2,305.53	\$1,478.00	\$179.56	\$44.89	\$4,007.98
9. Chevron Environmental Management Co. (Chevron Texaco)^	27,423	\$3,628.17	\$2,325.91	\$282.57	\$70.64	\$6,307.29
10. City of Amarillo, TX	27,089	\$3,583.98	\$2,297.58	\$279.13	\$69.78	\$6,230.47
11. City of Oklahoma City, OK	45,738	\$6,051.32	\$3,879.31	\$471.28	\$117.82	\$10,519.74
12. City of Tulsa, OK	9,489	\$1,255.43	\$804.82	\$97.77	\$24.44	\$2,182.47
13. Conoco Phillips Co.	70,393	\$9,313.28	\$5,970.45	\$725.33	\$181.33	\$16,190.39
14. CRST International, Inc.	19,600	\$2,593.16	\$1,662.39	\$201.96	\$50.49	\$4,508.00

15. Cummins Southern Plains, Inc.	17,191	\$2,274.44	\$1,458.07	\$177.14	\$44.28	\$3,953.93
16. Schlumberger Technologies Corp. Dowell Schlumberger	14,819	\$1,960.61	\$1,256.89	\$152.69	\$38.17	\$3,408.37
17. Emerson Electric Co.	16,015	\$2,118.85	\$1,358.33	\$165.02	\$41.25	\$3,683.45
18. Fibercast	12,175	\$1,610.80	\$1,032.63	\$125.45	\$31.36	\$2,800.25
19. Ft. James Operating Co. (Georgia Pacific Corp.)	24,632	\$3,258.91	\$2,089.19	\$253.81	\$63.45	\$5,665.36
20. General Tire (Continental General Tire & Rubber)	13,449	\$1,779.36	\$1,140.69	\$138.58	\$34.64	\$3,093.27
21. Goodyear Tire and Rubber Co.	51,952	\$6,873.46	\$4,406.36	\$535.31	\$133.83	\$11,948.96
22. Halliburton	60,124	\$7,954.65	\$5,099.47	\$619.52	\$154.88	\$13,828.52
23. Howard Pontiac-GM, Inc.	10,635	\$1,407.05	\$902.02	\$109.58	\$27.40	\$2,446.05
24. Hudiburg Chevrolet, Inc. d/b/a/ Hudiburg Investments	11,290	\$1,493.71	\$957.57	\$116.33	\$29.08	\$2,596.70
25. Illinois Tool Works, Inc. (ITW Shakeproof)	22,435	\$2,968.24	\$1,902.85	\$231.17	\$57.79	\$5,160.05
26. IMCO d/b/a/ General Dynamics OTS (Garland) and Datron, Inc. f/k/a Intercontinental Manufacturing Co., Inc.	76,519	\$10,123.77	\$6,490.03	\$788.45	\$197.11	\$17,599.37
27. Kawneer Company, Inc.	12,025	\$1,590.96	\$1,019.91	\$123.91	\$30.98	\$2,765.75
28. Marathon Electric	10,710	\$1,416.98	\$908.38	\$110.36	\$27.59	\$2,463.30
29. Natural Gas Pipeline (GATX Kinder Morgan)	35,322	\$4,673.24	\$2,995.87	\$363.96	\$90.99	\$8,124.06
30. Oklahoma Dept. of Mental Health	645	\$85.34	\$54.71	\$6.65	\$1.66	\$148.35

31. Oklahoma Dept. of Transportation	9,730	\$1,287.32	\$825.26	\$100.26	\$25.06	\$2,237.90
32. Roadway Express, Inc.	37,220	\$4,924.36	\$3,156.85	\$383.51	\$95.88	\$8,560.60
33. Sears, Roebuck and Co.	63,564	\$8,409.77	\$5,391.24	\$654.96	\$163.74	\$14,619.72
34. Shell Oil	5,596	\$740.37	\$474.63	\$57.66	\$14.42	\$1,287.08
35. B.C. Imports, Inc. f/k/a Steve Bailey Honda	31,239	\$4,133.05	\$2,649.57	\$321.89	\$80.47	\$7,184.97
36. UE, Inc. f/k/a United Engines, Inc.	17,628	\$2,332.26	\$1,495.14	\$181.64	\$45.41	\$4,054.44
37. UPS	29,788	\$3,941.07	\$2,526.50	\$306.94	\$76.73	\$6,851.24
38. Western Farmers	25,625	\$3,390.29	\$2,173.41	\$264.04	\$66.01	\$5,893.75
39. Willis Shaw Express, Inc.	12,900	\$1,706.72	\$1,094.13	\$132.92	\$33.23	\$2,967.00
40. Hilti, Inc.	57,140	\$7,559.85	\$4,846.38	\$588.77	\$147.19	\$13,142.20
41. Interstate Brands; Continental Baking	26,532	\$3,510.29	\$2,250.34	\$273.39	\$68.35	\$6,102.36
42. Tyson Foods	135,997	\$17,992.95	\$11,534.71	\$1,401.31	\$350.33	\$31,279.31
43. Wal-Mart	67,687	\$8,955.26	\$5,740.94	\$697.45	\$174.36	\$15,568.01
44. Kraft	15,652	\$2,070.82	\$1,327.54	\$161.28	\$40.32	\$3,599.96
Total		\$186,615.66	\$119,633.41	\$14,533.85	\$3,633.46	\$324,416.38

⁴ Payment of the Joint Claim Settlement Amount should be made in accordance with instructions given in Paragraph 12.b. of the Consent Decree.

⁵ Payment for the State Terrestrial Settlement Amount should be made in accordance with instructions given in Paragraph 12.e. of the Consent Decree

⁶ Payment for the State Groundwater Settlement Amounts should be made separately, in accordance with instructions given in Paragraph 12.d. of the Consent Decree.