

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA and STATE OF)	
OKLAHOMA)	
Plaintiffs,)	
)	
v.)	Case No. CIV-08-637-C
)	
ALBERT INVESTMENT, et al.)	
)	
Defendants.)	
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AMENDED CONSENT DECREE

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)	
Defendants.)	
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AMENDED CONSENT DECREE

I. BACKGROUND

A. Contemporaneously with lodging this Amended Consent Decree, the United States of America (“United States”), on behalf of the Administrator of the United States Environmental Protection Agency (“EPA”) and the Secretary of the United States Department of the Interior (“DOI”), and the State of Oklahoma (“State”), on behalf of the Oklahoma Department of Environmental Quality (“ODEQ”) and the Oklahoma Secretary of the Environment, filed a complaint against the defendants in this matter (“Settling Defendants”) pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended (“CERCLA”), seeking reimbursement of response costs incurred or to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances and natural resource damages at the Double Eagle Superfund Site in Oklahoma City, Oklahoma (“the Site”).

B. The Settling Defendants do not admit any liability to Plaintiffs arising out of the transactions or occurrences alleged in the complaint.

C. Information currently known to EPA and the ODEQ upon which this settlement is based, including information concerning volumes of waste delivered to the site by individual Settling Defendants was supplied by Settling Defendants.

D. The Double Eagle Refinery Site consists of approximately twelve acres, and is located at 1900 NE First Street, near the intersection of Martin Luther King and Reno Street, in Oklahoma City, Oklahoma. In addition, the Site includes the “Radio Tower” area, located about 800 feet south of the refinery and “Parcel H,” an area east of the refinery, both of which were investigated and remediated as off-site contaminated areas.

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 Amended Consent Decree finds, that this Amended 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 Amended 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 Amended Consent Decree or this Court's jurisdiction to enter and enforce this Amended Consent Decree.

III. PARTIES BOUND

2. This Amended 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 Amended 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. “Amended Consent Decree” shall mean this Amended Consent Decree and all appendices attached hereto. In the event of conflict between this Amended Consent Decree and any appendix, the Amended Consent Decree shall control.

b. “CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, *et seq.*

c. “Day” shall mean a calendar day. In computing any period of time under this Amended 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 Amended 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 Amended 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 Amended 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 Amended 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 Amended Consent Decree, each Settling Defendant shall pay to EPA the EPA Settlement Amounts shown on Appendix A and Appendix C (if applicable), plus an additional sum for Interest on those amounts. Interest on the amounts shown on Appendix A shall be calculated from June 24, 2008 through the date of payment, and Interest on the amounts shown on Appendix C shall be calculated from the date of lodging of this Amended 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 Amended Consent Decree. EFT instructions will be provided to Settling Defendants within fifteen (15) days of the lodging of the Amended 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 #90-11-2-857/5, 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 Amended Consent Decree, each Settling Defendant shall pay to the State the State Settlement Amounts shown on Appendix A and Appendix C (if applicable) 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
Environmental Protection Unit
313 N.E. 21st Street, Room 2082
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 Amended Consent Decree, each Settling Defendant shall pay the Natural Resource Damages Settlement Amounts shown on Appendix B and Appendix D (if applicable) for state and federal natural resource damage claims. Natural Resource Damages Settlement Amounts shown on Appendix B and Appendix D 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. Interest on the amounts shown on Appendix B shall be calculated from June 24, 2008 through the date of payment, accruing at the rate specified in 26 U.S.C. § 9507. Interest on the amounts shown on Appendix D shall be calculated from the date of lodging of this Amended Consent Decree through the date of payment, accruing at the rate specified in 26 U.S.C. § 9507. Payment for joint NRD settlement amounts and DOI assessment costs shown on Appendix B and Appendix D 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 Amended 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

J.D. Strong, Oklahoma Secretary of the Environment
3800 Classen Boulevard
Oklahoma City, Oklahoma 73118

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

Environmental Protection Unit
Oklahoma Office of the Attorney General
313 N.W. 21st St., Room 2082
Oklahoma City, Oklahoma 73105

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

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

Oklahoma Office of Attorney General
Environmental Protection Unit
313 N.E. 21st Street, Room 2082
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 Amended 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 Appendices B and D 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
Environmental Protection Unit
313 N.E. 21st Street, Room 2082
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 AMENDED 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 Amended 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 #90-11-2-857/5, 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 #90-11-2-857/5, 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
Environmental Protection Unit
313 N.E. 21st Street, Room 2082
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 #90-11-2-857/5, 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 Amended Consent Decree.

15. If the United States or the State brings an action to enforce this Amended 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 Amended 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 Amended 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 Amended 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 Amended Consent Decree). This covenant not to sue is conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Amended 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 Amended Consent Decree). This covenant not to sue is conditioned upon the complete and satisfactory performance by Settling Defendants of their obligations under this Amended 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. Notwithstanding any other provision of this Amended Consent Decree, the United States and the State reserve, and this Amended Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel Settling Defendants to perform further response actions relating to the Site and/or to pay the United States and the State for additional costs of response if, (a) subsequent to the date of entry of this Amended Consent Decree, (i) conditions at the Site, previously unknown to EPA and/or the State, are discovered, or (ii) information, previously unknown to EPA and/or the State, is received in whole or in part, and (b) EPA determines that these previously unknown conditions or this previously unknown information together with other relevant information indicates that the remedial action completed by EPA for the Site is not protective of human health or the environment.

20.1 For purposes of paragraph 20, the information and conditions known to EPA and/or the State will include only that information and those conditions known to EPA and/or the State

as of the date of entry of this Amended Consent Decree as set forth in the Source Control Operable Unit Record of Decision issued September 1992 and associated Administrative Record (SDMS 1008264 includes Index for Administrative Record), the Groundwater Operable Unit Record of Decision issued April 1994 and associated Administrative Record (SDMS 1008288 includes Index for Administrative Record), the Preliminary Close Out Report (September 1999), the Remedial Action Completion Report (February 2000), the Explanation of Significant Differences issued January 19, 2006 (SDMS 196649) and associated Administrative Record (SDMS 214463), a second Explanation of Significant Differences dated May 19, 2008 (SDMS 9046351) and associated Administrative Record (SDMS 9046376), the Five Year Review Reports issued June 2002 and May 2007, the Final Close Out Report (March 2006), the Deletion Docket for the Site referenced in the Federal Register supporting EPA deletion of the Site from the National Priorities List, 73 FR 49353 (Aug. 21, 2008), and the May 3, 2010 EPA Update for the Site.

20.2 The United States and the State reserve, and this Amended 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 Amended 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 Amended 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 Amended 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 Amended Consent Decree, the United States and the State reserve, and this Amended 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 Amended 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 Amended 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, or unless the United States and/or the State institutes proceedings or issues an administrative order as provided under Section IX.

XI. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

26. Nothing in this Amended Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Amended 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 Amended Consent Decree this Court finds, that Settling Defendants are entitled, as of the date of entry of this Amended 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 Amended Consent Decree. The “matters addressed” in this Amended 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 Amended 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 Amended 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 Amended 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 Amended 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 Amended 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 Amended 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 Amended 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 Amended 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 (and C and D, where applicable) attached to this Amended 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 Amended 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 Amended 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 #90-11-2-857/5)
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

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

State of Oklahoma Natural Resource Trustee:

J.D. Strong, Oklahoma Secretary of the Environment
3800 Classen Boulevard
Oklahoma City, Oklahoma 73118

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:

Richard Hatcher, Executive Director
William Ray
Mark Howery
Oklahoma Department of Wildlife Conservation
1801 N. Lincoln Boulevard
Oklahoma City, Oklahoma 73152

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
McAfee & Taft
1717 S. Boulder Ave., Suite 900
Tulsa, OK 74119
(918) 574-3036
(918) 574-3136 (Fax)
gerald.hilsher@mcafeetaft.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 Amended Consent Decree.

XVI. INTEGRATION/APPENDICES

37. This Amended 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 Amended Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Amended Consent Decree. The following appendices are attached to and incorporated into this Amended 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 Amended 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 Amended Consent Decree. "Appendix C" is the Supplemental Settlement Amounts Based Upon Comments to First Lodged Consent Decree. "Appendix D" is the Supplemental Natural Resource Damages Settlement Amounts Based Upon Comments to the First Lodged Consent Decree.

XVII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

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

39. If for any reason this Court should decline to approve this Amended 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 Amended 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 Amended 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 Amended Consent Decree by this Court or to challenge any provision of this Amended Consent Decree, unless either the United States or the State has notified Settling Defendants in writing that it no longer supports entry of the Amended 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 Amended 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 Amended Consent Decree.

XIX. FINAL JUDGMENT

43. Upon approval and entry of this Amended Consent Decree by the Court, this Amended 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 6th DAY OF December, 2010




ROBIN J. CAUTHRON
United States District Judge

THE UNDERSIGNED PARTIES enter into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C relating to the Double Eagle Superfund Site.

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

Date:

10/4/10



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



A. NATHANIEL CHAKERES
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) 616-6537

THE UNDERSIGNED PARTIES enter into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C relating to the Double Eagle Superfund Site.

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

Date: _____

H. LEE SCHMIDT
Assistant U.S. Attorney
Western District of Oklahoma
210 Park Avenue, Suite 400
Oklahoma City, OK 72102
405.553.8745

THE UNDERSIGNED PARTIES enter into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C relating to the Double Eagle Superfund Site.

U.S. Environmental Protection Agency

Date: Sept 22, 2010

Pamela Phillips, Acting

SAMUEL COLEMAN, P.E.

Director, Superfund Division

U. S. Environmental Protection Agency Region 6

1445 Ross Avenue

Dallas, TX 75202-2733

Pamela J. Travis

PAMELA J. TRAVIS

Assistant Regional Counsel

Office of Regional Counsel

U. S. Environmental Protection Agency Region 6

1445 Ross Avenue

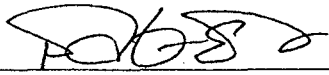
Dallas, TX 75202-2733

THE UNDERSIGNED PARTIES enter into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C 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:

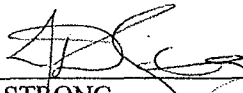
Date:

9-13-10




CLAYTON EUBANKS
Assistant Attorney General
Oklahoma Office of Attorney General
Environmental Protection Unit
313 N.E. 21st Street
Oklahoma City, Oklahoma 73105
Office: (405) 522-~~448~~ 8992
Fax: (405) 522-0608

9.13.10



J.D. STRONG
Oklahoma Secretary of the Environment
3800 Classen Boulevard
Oklahoma City, Oklahoma 73118

9/7/10

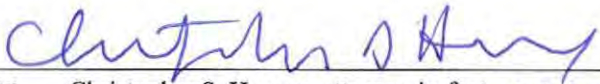


STEVEN A. THOMPSON
Executive Director
Oklahoma Department of Environmental Quality
P.O. Box 1677
Oklahoma City, Oklahoma 73101-1677

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

FOR DEFENDANT Albert Investment Co.,
Inc., a dissolved Oklahoma Corporation

Date: 9/2/10


By: Christopher S. Heroux, attorney-in-fact, OBA # 11859
Heroux & Helton
6450 S. Lewis Ave., Ste. 115
Tulsa, OK 74136
(918) 582-3822
Attorneys for Defendant

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:

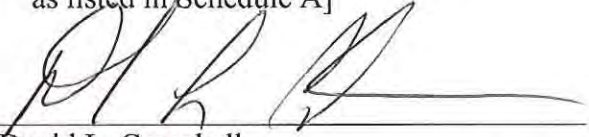
Heroux & Helton
6450 S. Lewis Ave., Ste. 115
Tulsa, OK 74136
Attn: Christopher S. Heroux
(918) 582-3822
Attorneys for Defendant Albert Investment Co., Inc., a dissolved Oklahoma Corporation

Albert Investment Co., Inc.

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

FOR DEFENDANT [include name of defendant
as listed in Schedule A]

Date: September 8, 2010


By: David L. Campbell

Title: Vice President - Safety, Security, & Environmental

Address: American Airlines, Inc.

4333 Amon Carter Blvd.

Fort Worth, Texas 76155

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

Gerald L. Hilsher, Coordinating Counsel

McAfee & Taft, P.C.

1717 S. Boulder Ave., Suite 900

Tulsa, Oklahoma 74119

gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:

Name: James T. Johnson

Title: Chief Environmental Counsel

Address: American Airlines, Inc.

4333 Amon Carter Blvd.

MD 5675

Fort Worth, Texas 76155


Email: james.johnson@aa.com

American Airlines, Inc.

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

FOR DEFENDANT APAC-Central, Inc. successor to 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.).

Date: 8-31-10


By: William B. Miller
Title: Vice President
Address: APAC, Inc.
900 Ashwood Parkway
Suite 700
Atlanta, GA 30338-4780

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:

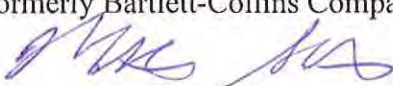
Deborah L. Murphey
Associate General Counsel
APAC, Inc.
900 Ashwood Parkway
Suite 700
Atlanta, GA 30338-4780
drmurphey@apac.com

APAC Arkansas, Inc., APAC Oklahoma, Inc.

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

FOR DEFENDANT [include name of defendant
as listed in Schedule A]
Dkirk, Inc. (formerly Indiana Glass Company,
Formerly Bartlett-Collins Company)

Date: August 30, 2010


By: Matthew R. Shurte
Title: Assistant Secretary

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:

Matthew R. Shurte
Assistant Secretary
Dkirk, Inc.
c/o Lancaster Colony Corporation
37 W. Broad Street
Columbus, OH 43215
mshurte@lancastercolony.com

Bartlett Collins Co. (Indiana Glass Company)

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

FOR DEFENDANT [include name of defendant
as listed in Schedule A]

Bell Helicopter Textron Inc.

Date: September 1, 2010

By [Typed Name]

[Title:]

[Address:]

Jamieson Schiff
attorney

Textron Inc.
40 Westminster St.
Providence, RI 02903

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:

[Name]

[Title:]

[Address:]

[Email]

Jamieson Schiff

Textron Inc.

40 Westminster St. Providence, RI 02903

jschiff@textron.com

Bell Helicopter

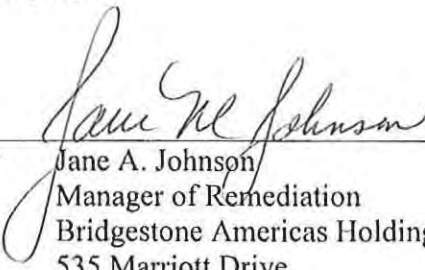
THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

**FOR DEFENDANT Bridgestone Firestone North
American Tire, LLC, as listed in Schedule A, now Bridgestone
Americas Tire Operations, LLC**

Date:

Sept 13, 2010

By



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:**

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:


Heidi H. Bumpers
Counsel, Jones Day
51 Louisiana Avenue, NW
Washington D.C. 20001
humbumpers@jonesday.com

Bridgestone Firestone North American Tire, LLC

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

**FOR DEFENDANT BUTLER AVIATION, BUTLER AVIATION –
TULSA, INC., BUTLER AVIATION – OKLAHOMA, INC.,
BUTLER AVIATION INTERNATIONAL, INC., SIGNATURE
FLIGHT SUPPORT – TULSA, INC., SIGNATURE FLIGHT
SUPPORT CORPORATION AND THEIR PARENTS,
SUBSIDIARIES, AFFILIATES AND INSURERS**

Date: September 15, 2010



By: 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
bbaratta@freebornpeters.com

NOTICES AND SUBMISSIONS TO:

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

Butler Aviation

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

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

Date: _____

8/25/10



By: David G. Mueller

Title: Senior Managing Attorney

Address: 700 State St., Racine WI 53404

david.mueller@cnh.com

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

Gerald L. Hilsher, Coordinating Counsel

McAfee & Taft, P.C.

1717 S. Boulder Ave., Suite 900

Tulsa, Oklahoma 74119

gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:

Name: David G. Mueller

Title: Senior Managing Attorney

Address: CNH America LLC

700 State St. Racine WI 5340

Email: david.mueller@cnh.com

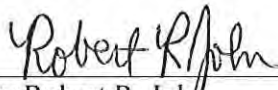
CNH America LLC f/k/a Case Corporation

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

FOR DEFENDANT

**Chevron Environmental Management Company,
for itself and as Attorney-in-Fact for Texaco Inc.
and Chevron U.S.A. Inc.**

Date: 9/2/10


By Robert R. John
Assistant Secretary
6111 Bollinger Canyon Road
San Ramon, CA 94583

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:

Richard T. Hughes
Chevron U.S.A. Inc., Law Department
1400 Smith Street, Room 07090
Houston, Texas 77002
Tel (713) 372-9267
Fax (713) 372-9294
rhughes@chevron.com

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

FOR DEFENDANT, City of Amarillo, Texas

Date: August 27, 2010

Marcus W. Norris

By: Marcus W. Norris

City Attorney

City of Amarillo

509 S.E. 7th, Suite 303

Amarillo, TX 79101

marcus.norris@amarillo.gov

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

Gerald L. Hilsher, Coordinating Counsel

McAfee & Taft, P.C.

1717 S. Boulder Ave., Suite 900

Tulsa, Oklahoma 74119

gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:

Marcus Norris

509 S.E. 7th, Suite 303

Amarillo, TX 79101

Marcus.Norris@Amarillo.gov

City of Amarillo

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

KENNETH JORDAN
Municipal Counselor

DANIEL T. BRUMMITT
Land Use Division Head

Date: August 27, 2010

By: Rita F. Douglas-Talley
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, Oklahoma 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, Oklahoma 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, Oklahoma 73102
Telephone: (405) 297-2451
Facsimile: (405) 297-2118

CITY OF OKLAHOMA CITY, OKLAHOMA

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

FOR DEFENDANT

THE CITY OF TULSA, OKLAHOMA,
a municipal corporation.

Date: August 30, 2010

By: 

Patrick T. Boulden, OBA No. 10210
Senior Assistant City Attorney
175 East Second Street, Suite 685
Tulsa, Oklahoma 74103-3203
Telephone: (918) 596-7717
Facsimile: (918) 596-9700
Email: pboulden@cityoftulsa.org

Deirdre O. Dexter, OBA No. 10780
City Attorney for the City of Tulsa

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:

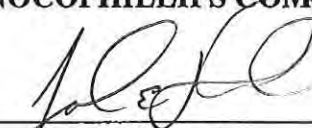
Tulsa City Attorney's Office
ATTENTION: Patrick T. Boulden
Senior Assistant City Attorney
175 East Second Street, Suite 685
Tulsa, Oklahoma 74103-3203
Telephone: (918) 596-7717
Facsimile: (918) 596-9700
Email: pboulden@cityoftulsa.org

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

FOR DEFENDANT

CONOCOPHILLIPS COMPANY

Date: 9/3/2010


By: John E. Skopak
Title: Manager, Risk Management & Remediation
420 S. Keeler, 1600-01 PB
Bartlesville, OK 74004

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:

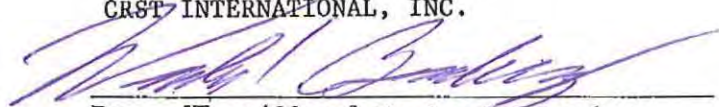
Paul Hamada
Sr. Legal Counsel
600 N. Dairy Ashford, ML-02-2080
Houston, TX 77079-1175
Paul.Hamada@conocophillips.com
281-293-1036

Conoco Phillips Co.

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

FOR DEFENDANT [include name of defendant
as listed in Schedule A]
CRST INTERNATIONAL, INC.

Date: 9-1-2010



By [Typed Name] Wesley L. Brackey
[Title:] Vice President/CFO
[Address:] 3930 16th Ave. SW
P.O. Box 68
Cedar Rapids, IA 52406-0068

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:

[Name] Wesley L. Brackey
[Title:] Vice President/CFO
[Address:] 3930 16th Ave. SW, P.O. Box 68, Cedar Rapids, IA 52406-0068
[Email] wbrackey@crst.com

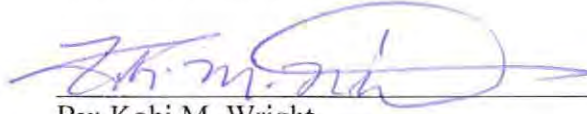
CRST International, Inc.

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

**CUMMINS INC. on behalf of Cummins
Southern Plains, Inc.**

Date: _____

8/25/10



By: Kobi M. Wright
Corporate Counsel
1800 One American Square
Indianapolis, IN 46282

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:

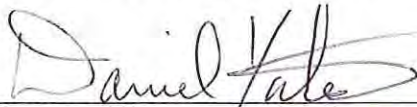
Cummins, Inc.
General Counsel
1800 One American Square
Indianapolis, IN 46282
317-610-2500

Cummins Southern Plains, Inc.

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

**FOR DEFENDANT SCHLUMBERGER TECHNOLOGY
CORPORATION FOR DOWELL SCHLUMBERGER**

Date: 9/7/10


By [Typed Name] **DANIEL YATES**
[Title:] **VICE PRESIDENT**
[Address:] **SCHLUMBERGER TECHNOLOGY CORP.
300 SCHLUMBERGER DR.
SUGAR LAND, TX 77478**

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:

[Name] Daniella Landers
[Title:] Partner
[Address:] Energy and Environmental
Sutherland Asbill & Brennan LLP
[Email] First City Tower
1001 Fannin, Suite 3700
Houston, TX 77002-6760
daniella.landiers@sutherland.com

with copy to:

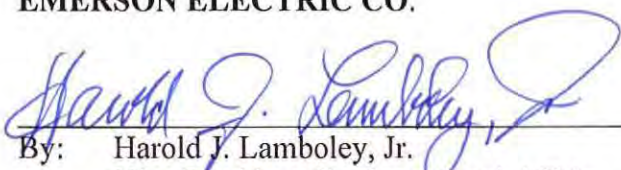
Michael Pearce
NAM Compliance Counsel
Schlumberger Technology Corporation
300 Schlumberger Drive, MD-23
Sugar Land, TX 77478
MPearce4@slb.com

Schlumberger Technologies Corp. Dowell Schlumberger

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

**FOR DEFENDANT
EMERSON ELECTRIC CO.**

Date: 9/9/10


By: Harold J. Lamboley, Jr.
Vice President, Environmental Affairs
and Real Estate
Emerson Electric Co.
8000 West Florissant
Mail Station 3800
St. Louis, MO 63136

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

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


Emerson Electric Co.

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

FOR DEFENDANT FIBER GLASS SYSTEMS, L.P.,
successor to FIBERCAST COMPANY

Date: _____

9/9/10


By: Robert E. "Robin" Morse, III
CRAIN, CATON & JAMES, P.C.
1401 McKinney, Suite 1700
Houston, Texas 77010
Title: Attorney

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:

Robert E. Morse, III
CRAIN, CATON & JAMES, P.C.
1401 McKinney, Suite 1700
Houston, Texas 77010
Phone: (713) 752-8611
Fax: (713) 658-1921
Email: rmorse@craincaton.com

FiberCast

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

**FOR DEFENDANT Fort James Operating
Company (Georgia Pacific Corporation)**

Date: 9/1/2010

By Traylor Champion
Traylor Champion
Vice President – Environmental Affairs
Georgia-Pacific LLC (successor to Georgia
Pacific Corporation)
133 Peachtree Street NE
Atlanta, GA 30303

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:

Alison J. Lathrop
Senior Counsel – Environmental
Georgia-Pacific LLC
133 Peachtree Street NE
Atlanta, GA 30303
Alison.lathrop@gapac.com


Ft. James Operating Co. (Georgia Pacific Corp.)

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

FOR DEFENDANT

General Tire (Continental General Tire & Rubber) n/k/a Continental Tire the Americas, LLC

Date: 9-2-10


By: George R. Jurch, III
Secretary
1830 MacMillan Park Drive
Fort Mill, South Carolina 29707

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:

George R. Jurch, III
Secretary
1830 MacMillan Park Drive
Fort Mill, SC 29702
George.jurch@conti-na.com

General Tire (Continental General Tire & Rubber)

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

FOR DEFENDANT

The Goodyear Tire & Rubber Company

Date: 9/8/10

Donald E. Stanley

By: Donald E. Stanley
Vice President, Product Quality & Plant
Technology
1144 East Market Street
Akron, Ohio 44316

ATTESTED BY:

Bertram Bell
Bertram Bell
Associate General Counsel & Assistant Secretary

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

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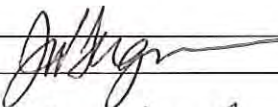
Winfred T. Colbert
Coordinator, Global Environmental, Health & Safety Law
Law Department
1144 East Market Street, Akron, Ohio 44316
win_colbert@goodyear.com

Goodyear Tire and Rubber Co.

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

FOR DEFENDANT, Halliburton Company

Date: 9/17/10

By:  James W. Ferguson

Title: Deputy Gen. Counsel

Address: 2107 CityWest Blvd.
Houston, TX 77042

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

C T Corporation System
1021 Main Street; Suite 1150
Houston, TX 77002

NOTICES AND SUBMISSIONS TO:


General Counsel
Halliburton Company
~~1401 McKinney, Suite 2400~~ 3000 N. SAM HOUSTON PKWY E
Houston, TX ~~77010~~ 77032

Halliburton

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

**FOR DEFENDANT
HOWARD PONTIAC-GMC**

Date: 8/30/2010

By 
Darryl M. Burman
Vice President and General Counsel
800 Gessner, Suite 500
Houston, Texas 77024

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:

General Counsel
Howard Pontiac-GMC, Inc.
800 Gessner, Suite 500
Houston, Texas 77024

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

FOR DEFENDANT

**Hudiburg Chevrolet, Inc., d/b/a Hudiburg
Investments, Inc., n/k/a Hudiburg Holding, Inc.**

Date: 8/30/10

By: 

Robert J. Hudiburg, President
**Hudiburg, Ltd., formerly Hudiburg Chevrolet,
Ltd.**

By: Hudiburg Management, L.C., its General
Partner

By: 

Robert J. Hudiburg, Manager and President

P.O. Box 820309
North Richland Hills, Texas 76182-0309

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:

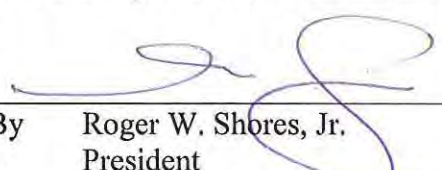
Jennifer N. Littman
McDonald Sanders, PC
777 Main Street, Suite 1300
Fort Worth, Texas 76102
(817)336-8651
(817)334-0271
jlittman@mcdonaldslaw.com

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

FOR DEFENDANT:

ITW Shakeproof, a division of Illinois Tool Works Inc.

Date: 9/22/2010


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

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:

Ken Brown, CHMM
Manager of Environmental & Chemical Compliance
Illinois Tool Works Inc.
3600 West Lake Avenue
Glenview, Illinois 60026
kbrown@itw.com

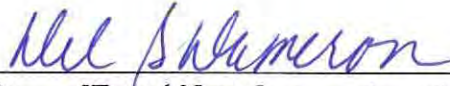
Illinois Tool Works, Inc. (ITW Shakeproof)

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

IMCO d/b/a General Dynamics OTS (Garland) and Datron Inc. f/k/a Intercontinental Manufacturing Co., Inc.

FOR DEFENDANT [include name of defendant as listed in Schedule A]

Date: 8-26-2011


By [Typed Name] vice President, General Counsel
[Title:] Del S. Dameron
[Address:] 11399 16th Court North, Suite 200
St. Petersburg, FL 33716

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:

[Name] Elaine Mills
[Title:] Associate General Counsel
[Address:] General Dynamics OTS
[Email] 11399 16th Court N, Ste 200
St. Petersburg, FL 33716
elaine.b.mills@gd-ots.com

IMCO d/b/a General Dynamics OTS (Garland) and
Datron, Inc. f/k/a Intercontinental Manufacturing Co., Inc.

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

**FOR DEFENDANT KAWNEER COMPANY,
INC.**

Date: September 2, 2010



Lonnie F. Nicol
Vice President
201 Isabella St.
Pittsburgh, PA 15212

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:

Dan J. Jordanger
Counsel to Kawneer Company, Inc.
Hunton & Williams LLP
951 East Byrd Street
Richmond, Virginia 23219
Email: djordanger@hunton.com

KAWNEER COMPANY, INC.

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

FOR DEFENDANT, Marathon Electric Company

Date: 9/8/10

By  _____
Larry Stanley, President

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

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

NOTICES AND SUBMISSIONS TO:

Stephen L. Jantzen
Ryan Whaley Coldiron Shandy, PLLC
900 Robinson Renaissance
119 North Robinson; Suite 900
Oklahoma City, OK 73102
Telephone: (405) 239-6040
sjantzen@ryanwhaley.com

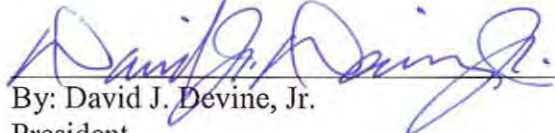
Attorney for Marathon Electric Company

Marathon Electric

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

FOR DEFENDANT Natural Gas Pipeline Company of America
LLC (NGPL)

Date: Sep 8, 2010


By: David J. Devine, Jr.
President
500 Dallas Street, Ste. 1000
Houston, TX 77002

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

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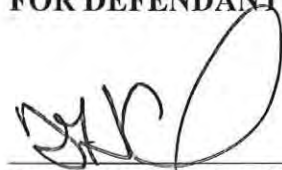
Jessica Toll
Assistant General Counsel
Kinder Morgan, Inc.
370 Van Gordon Street
PO Box 281304
Lakewood, CO 80228-8304

Natural Gas Pipeline (GATX Kinder Morgan)

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

FOR DEFENDANT

Date: 9/3/10



By _____
Durand Crosby
Chief Operating Officer
Oklahoma Department of Mental Health and
Substance Abuse Services
PO Box 53277
Oklahoma City, OK 73152

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:

Durand Crosby
Chief Operating Officer
Oklahoma Department of Mental Health
and Substance Abuse Services
P.O. Box 53277
Oklahoma City, OK 73152
405-522-3877
dcrosby@odmhsas.org

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

**FOR DEFENDANT,
Oklahoma Department of Transportation:**

Date: August 27, 2010



By Gary Evan, Chief Engineer
Oklahoma Department of Transportation
200 Northeast 21st Street
Oklahoma City, Oklahoma 73105

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

Gerald L. Hilsher, Coordinating Counsel
McMee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com


NOTICES AND SUBMISSIONS TO:

Norman N. Hill, General Counsel
Oklahoma Department of Transportation
200 Northeast 21st Street
Oklahoma City, Oklahoma 73105
nhill@odot.org

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

FOR DEFENDANT
ROADWAY EXPRESS, INC., n/k/a, YRC INC.

Date: August 25, 2010


By Phil J. Gaines
Title: Senior Vice President – Chief Financial Officer
Address: 10990 Roe Avenue
Overland Park, KS 66211

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:

Name: Joseph J. Pec, Attorney
Title: Enterprise transportation & Shared Services Counsel
Address: 10990 Roe Avenue
Overland Park, KS 66211
Email: joseph.pec@yrcw.com

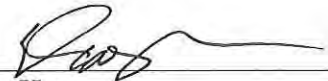
Cc: Ron Janke, Attorney
Jones Day
901 Lakeside Avenue
North Point
Cleveland, OH 44114

Roadway Express, Inc.

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

FOR DEFENDANT Sears, Roebuck and Co.

Date: Aug. 26, 2010


By Diana Hsu
Assistant General Counsel
Sears, 3333 Beverly Road, Hoffman Estates
IL 60179

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:

Sears Holdings Corporation
Legal Department
3333 Beverly Road
Hoffman Estates, IL 60179

Sears, Roebuck and Co.

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

FOR DEFENDANT SHELL OIL

Date: 9-3-10


By: William E. Platt
Manager, Downstream Discontinued Operations
Shell Oil Company
910 Louisiana
Houston, Texas 77002

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

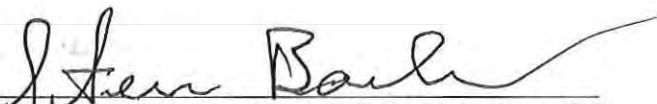
NOTICES AND SUBMISSIONS TO:

Kimberly Lesniak
Senior Counsel
Shell Oil Company
910 Louisiana
Houston, TX 77002

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

**FOR DEFENDANT BC IMPORTS, INC. f/k/a
Steve Bailey Honda**

Date: 8-25-2010


By Steve Bailey as President, BC Imports, Inc. f/k/a
Steve Bailey Honda at 4373 Northwest 220th Street,
Edmond OK 73025

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:

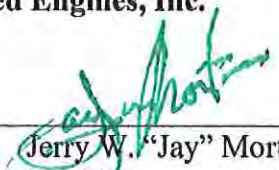
C. Craig Cole & Associates
317 N.W. 12th
Oklahoma City, OK 73102
thefirm@ccc-a.com

B.C. Imports, Inc. f/k/a Steve Bailey Honda

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

**FOR DEFENDANT UE, Inc., formerly
United Engines, Inc.**

Date: September 3, 2010

By: 
Jerry W. "Jay" Morton
President
1916 Mulholland Drive
Edmond, Oklahoma 73003

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:


Michael E. Krasnow
Attorney for UE, Inc.
5305 N.W. 119th Street
Oklahoma City, Oklahoma 73162-1972
mekraz@sbcglobal.net

UE, Inc. f/k/a United Engines, Inc.

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

FOR DEFENDANT United Parcel Service, Inc.

Date: 9-8-10


By: Norman M. Brothers, Jr.
Vice President
United Parcel Service, Inc.
55 Glenlake Parkway, NE
Atlanta, Georgia 30328

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:

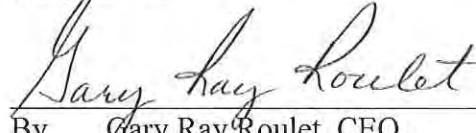
Shelly Jacobs Ellerhorst
Attorney
Alston & Bird LLP
1201 West Peachtree Street
Atlanta, Georgia 30309
shelly.ellerhorst@alston.com

UPS

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

**FOR DEFENDANT, Western Farmers Electric
Cooperative**

Date: 9/9/2010


By Gary Ray Roulet, CEO
701 NE 7th Street
Anadarko, OK 73005

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

Brian Hobbs
General Manager, Legal & Administration
Western Farmers Electric Cooperative
701 NE 7th Street
Anadarko, OK 73005

NOTICES AND SUBMISSIONS TO:

Brian Hobbs
General Manager, Legal & Administration
Western Farmers Electric Cooperative
701 NE 7th Street
Anadarko, OK 73005


Western Farmers

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

Willis Shaw Express, Inc.

FOR DEFENDANT [include name of defendant
as listed in Schedule A]

Date: 8-23-10


By [Typed Name] Richard E. Straughn
[Title:] Secretary
[Address:] P.O. Drawer 67
Auburndale, FL 33823-0067
(863) 965-6840

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:


Richard E. Straughn
Secretary
P.O. Drawer 67
Auburndale, FL 33823-0067
(863) 965-6840
rroop@comcar.com

Willis Shaw Express, Inc.

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

FOR DEFENDANT Hilti, Inc.

Date: Sept 13, 2010



By Marty Schofield
Title: Assistant General Counsel
Address: 5400 S. 122nd E. Avenue
Tulsa, OK 74146

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:


Marty Schofield
Assistant General Counsel
5400 S. 122nd E. Avenue
Tulsa, OK 74146
Marty.schofield@hilti.com

Hilti, Inc.

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

FOR DEFENDANT, Tyson Foods, Inc.

Date: 9/20/2010

By 
Kevin J. Igle
Senior Vice President & Chief
Environmental, Health & Safety Officer
2210 W. Oaklawn Drive
Springdale, AR 72762

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

The Corporation Company
425 W. Capitol Avenue
Suite 1700
Little Rock, AR 72201

NOTICES AND SUBMISSIONS TO:

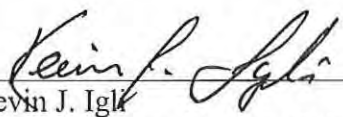
Timothy T. Jones, Esq.
Tyson Foods, Inc.
P.O. Box 2020 CP004
Springdale, AR 72765-2020

Tyson Foods.1

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

FOR DEFENDANT, Tyson Fresh Meats, Inc.
(formerly Iowa Beef Processors)

Date: 9/20/2010

By 
Kevin J. Igle
Senior Vice President & Chief
Environmental, Health & Safety Officer
2210 W. Oaklawn Drive
Springdale, AR 72762

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

The Corporation Company
425 W. Capitol Avenue
Suite 1700
Little Rock, AR 72201


NOTICES AND SUBMISSIONS TO:

Timothy T. Jones, Esq.
Tyson Foods, Inc.
P.O. Box 2020 CP004
Springdale, AR 72765-2020

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

FOR DEFENDANT, Tyson Deli, Inc. (formerly
Wilson Foods)

Date: 9/20/2010

By 
Kevin J. Igli
Senior Vice President & Chief
Environmental, Health & Safety Officer
2210 W. Oaklawn Drive
Springdale, AR 72762

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

The Corporation Company
425 W. Capitol Avenue
Suite 1700
Little Rock, AR 72201

NOTICES AND SUBMISSIONS TO:

Timothy T. Jones, Esq.
Tyson Foods, Inc.
P.O. Box 2020 CP004
Springdale, AR 72765-2020

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

FOR DEFENDANT Wal-Mart Stores, Inc.

Date: 27 Aug 2010

Rosalind G. Brewer
By [print name]: ROSALIND G. BREWER
Title: Executive Vice President-Operations
Address:
Wal-Mart Stores Inc.
702 W. 8th Street
Bentonville, AR 72716

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:

Jean M. Flores
Counsel for Wal-Mart Stores, Inc.
Guida, Slavich & Flores, P.C.
750 N. St. Paul, Suite 200
Dallas, TX 75230
Email: flores@gsfpc.com

Wal-Mart

THE UNDERSIGNED PARTY enters into this Amended Consent Decree in the matter of *United States and State of Oklahoma v. Albert Investment, American Airlines, et al.*, Case No. CIV-08-637-C, relating to the Double Eagle Superfund Site.

FOR DEFENDANT Kraft Foods Global, Inc.

Date: September 30, 2010


By Kenneth W. Wengert
Director, Safety & Environmental
Kraft Foods Global, Inc.
Three Lakes Drive
Northfield, IL 60093

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

Gerald L. Hilsher, Coordinating Counsel
McAfee & Taft, P.C.
1717 S. Boulder Ave., Suite 900
Tulsa, Oklahoma 74119
gerald.hilsher@mcafeetaft.com

NOTICES AND SUBMISSIONS TO:

Kenneth W. Wengert
Kraft Foods Global, Inc.
Director, Safety & Environmental
Three Lakes Drive
Northfield, IL 60093

and

Katherine P. O'Halleran
Kraft Foods Global, Inc.
Senior Counsel, Environmental & Safety
Three Lakes Drive
Northfield, IL 60093

Kraft

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 Amended Consent Decree. As set forth in Paragraph 5 of this Amended Consent Decree, EPA response costs shall also include interest on these amounts at the rate specified in Paragraph 3.h from June 24, 2008, through the date of lodging of this Amended 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 Amended Consent Decree.

^{3/} Payment of natural resource damages shall be made in accordance with the instructions found in Paragraphs 12-14 of this Amended Consent Decree. Natural resource damage payments are further broken down in Appendix B. As set forth in Paragraph 12.b of this Amended Consent Decree, Joint State/DOI Claims and DOI Assessment Costs (but not State Groundwater or State Assessment Costs) shall also include Interest on these amounts at the rate specified in Paragraph 12.b from June 24, 2008 through the date of lodging of this Amended 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	\$3683.45	\$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	9,730	\$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 ⁴
42. Tyson Foods	135,997	\$531,748.27	\$62,558.62	\$31,279.31	\$625,586.20
43. Wal-Mart	67,687	\$264,656.17	\$31,136.02	\$15,568.01	\$311,360.20
44. Kraft	15,652	\$61,199.32	\$7,199.92	\$3,599.96	\$71,999.20
TOTAL	1,410,506	\$5,515,078.43	\$648,832.76	\$324,416.38	\$6,488,327.60

⁴ In lieu of anything to the contrary in the Amended Consent Decree, by Order entered on October 15, 2009, this amount has been allowed as a 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 the 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	\$6,320.47
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	\$90.00	\$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
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	147,012	\$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	\$2,072.82	\$1,327.54	\$161.28	\$40.32	\$3,599.96
TOTAL		\$189,789.74	\$121,688.69	\$14,793.20	\$3,683.21	\$330,043.86

These totals do not include Interest. As set forth in Paragraph 12.b of this Amended Consent Decree, Settling Defendants must pay Interest on the amounts in this table at the rate specified in Paragraph 12.b of this Amended Consent Decree from June 24, 2008, through the date of payment, for Joint Claims and the DOI Assessment. The State Groundwater Claims and State Assessment payments do not bear Interest.

APPENDIX C

SUPPLEMENTAL SETTLEMENT AMOUNTS BASED UPON COMMENTS TO FIRST
LODGED CONSENT DECREEUnited 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. Schlumberger Technologies Corp. Dowell Schlumberger	2,121	\$8,293.11	\$975.66	\$487.83	\$9,756.60
2. Halliburton	7,718	\$30,177.38	\$3,550.28	\$1,775.14	\$35,502.80
3. Oklahoma Dept. of Transportation	3,112	\$12,167.92	\$1,431.52	\$715.76	\$14,315.20
4. Tyson Foods	11,015	\$43,068.65	\$5,066.90	\$2,533.45	\$50,669
TOTAL	23,966	\$93,707.06	\$11,024.36	\$5,512.18	\$110,243.60

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

^{3/} ^aPayment of natural resource damages shall be made in accordance with the instructions found in Paragraphs 12-14 of this Amended Consent Decree. These payments are further broken down in Appendix D.

APPENDIX D

SUPPLEMENTAL NATURAL RESOURCE DAMAGES SETTLEMENT AMOUNTS BASED
UPON COMMENTS TO FIRST LODGED CONSENT DECREE
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. Schlumberger Technologies Corp. Dowell Schlumberger	2,121	\$279.70	\$180.81	\$22.64	\$4.69	\$487.83
2. Halliburton	7,718	\$1,017.45	\$658.28	\$82.64	\$16.76	\$1,775.14
3. Oklahoma Dept. Of Transportation	3,112	\$411.03	\$264.64	\$32.65	\$7.43	\$715.76
4. Tyson Foods	11,015	\$1,449.39	\$942.20	\$120.26	\$21.61	\$2,533.45

Payments are to be made in accordance with the instructions in Paragraphs 12-14 of this Amended Consent Decree.