



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19912

Proposed No. 2025-0084.1

Sponsors Mosqueda

1 AN ORDINANCE relating to the Lower Duwamish
2 Waterway cleanup and authorizing the King County
3 executive to sign and fulfill the obligations in the Consent
4 Decree with the United States Environmental Protection
5 Agency and the Washington state Department of Ecology
6 and the associated multiparty Settlements to govern the
7 cleanup of sediment contamination at the Lower Duwamish
8 Waterway Superfund Site and address King County and
9 other parties' roles, contributions, and obligations for
10 cleanup.

11 STATEMENT OF FACTS:

12 1. The United States Environmental Protection Agency and Washington
13 state Department of Ecology identified King County as having potential
14 liability under the Comprehensive Environmental Response,
15 Compensation, and Liability Act, 42 U.S.C. §§ 9601 et. seq., and the
16 Washington state Model Toxics Control Act, chapter 70A.305 RCW, for
17 sediment contamination at the Lower Duwamish Waterway Superfund
18 Site related to discharges of contaminants from county facilities,
19 including, but not limited to, the King County International Airport and
20 the regional combined sewer system.

Ordinance 19912

21 2. The county as part of an early performing party group voluntarily
 22 entered into an Administrative Order on Consent in 2000 to investigate
 23 sediment contamination and assess alternatives for cleanup of the site.

24 3. The United States Environmental Protection Agency selected a remedy
 25 or cleanup plan for the site in a Record of Decision in 2014.

26 4. Following the United States Environmental Protection Agency's
 27 issuance of the cleanup plan in 2014, the county and other early
 28 performing parties launched a confidential alternative dispute resolution
 29 process, known as the Lower Duwamish Waterway Allocation, designed
 30 to allocate costs and secure funding for cleanup through multiparty
 31 settlements among dozens of parties.

32 5. The county and other performing parties entered into multiple
 33 successive amendments to the 2000 Administrative Order on Consent that
 34 advanced site work toward cleanup while the Lower Duwamish Waterway
 35 Allocation concluded.

36 6. The United States Environmental Protection Agency issued Special
 37 Notice Letters to the county and other parties in January 2023, inviting the
 38 county and other recipients to participate in formal consent decree
 39 negotiations to conduct or finance the cleanup at the site in exchange for a
 40 settlement of liability.

41 7. Pending the conclusion of consent decree negotiations, the United
 42 States Environmental Protection Agency issued a Unilateral
 43 Administrative Order in July 2024, to the city of Seattle, King County, and

Ordinance 19912

44 The Boeing Company as a bridge to ensure cleanup construction began on
45 the United States Environmental Protection Agency's expected timeline.

46 Cleanup construction at the site began in November 2024.

47 8. The proposed Consent Decree, once effective, would supersede the
48 2024 Unilateral Administrative Order to govern the implementation of
49 cleanup for the site under United States Environmental Protection Agency
50 and Washington State Department of Ecology oversight. The city of
51 Seattle, King County, and The Boeing Company would continue to
52 perform and fund cleanup by completing the cleanup design and
53 construction, conducting long-term monitoring and maintenance of
54 cleanup, and implementing institutional controls including providing
55 outreach for ongoing seafood consumption advisories.

56 9. The associated proposed multiparty Settlements address dozens of
57 parties' roles, obligations, and contributions to cleanup. Settling parties
58 would pay their fair shares of costs consistent with their accepted shares of
59 responsibility.

60 10. The parties negotiated the proposed Consent Decree and related
61 multiparty Settlements in the Attachments to this ordinance in good faith.

62 11. King County, without admitting liability, agrees with the United
63 States Environmental Protection Agency and the Washington state
64 Department of Ecology that the proposed Consent Decree is fair,
65 reasonable, and in the public interest.

Ordinance 19912

66 12. King County, without admitting liability, agrees with other settling
67 parties that the associated proposed multiparty Settlements are fair,
68 reasonable, and in the public interest.

69 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

70 SECTION 1. The King County council hereby approves the Consent Decree as
71 presented in Attachment A to this ordinance and the Settlements in Attachments B, C, D,

Ordinance 19912

- 72 and E to this ordinance, and authorizes the King County executive to sign and fulfill the
- 73 county's obligations contained in the Consent Decree and Settlements.

Ordinance 19912 was introduced on 3/11/2025 and passed by the Metropolitan King County Council on 4/1/2025, by the following vote:

Yes: 9 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Perry, Quinn, von Reichbauer and Zahilay

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Signed by:



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Girmay Zahilay, Chair

ATTEST:

DocuSigned by:



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Melani Hay, Clerk of the Council

APPROVED this _____ day of 4/11/2025, _____.

Signed by:



AAA4841FD7644BE...

Shannon Braddock, County Executive

Attachments: A. Consent Decree, B. Cost Settlement and Implementation Agreement for Lower Duwamish Waterway Superfund Site, C. Settlement Agreement and Mutual Release Between Settling Cash-out Parties, The Boeing Company, the City of Seattle, and King County, D. Settlement Agreement and Mutual Release between Continental Holdings, Inc., The Boeing Company, the City of Seattle, and King County, E. Settlement Agreement Regarding Shared Allocation and Database Costs

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

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

RECITALS

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

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

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

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

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

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

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

¹ All bolded terms are defined in the Definitions section.

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

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

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

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

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

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

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

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

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

A. **Definitions**

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

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

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

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

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

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

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

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

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

10. “**City**” means City of Seattle.

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

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

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

14. “**County**” means King County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Effective Date and Appendices

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

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

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

C. Implementation of the Work and Decision-Making

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

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

D. Funding the Work required by the Consent Decree

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

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

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

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

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

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

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

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

E. Additional Settlements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. Reallocation of Costs Among the Performing Parties

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

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

2. **Reallocation of Past Costs**

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

3. **Reallocation of Interim Costs**

(a) **Interim Cost Compilations**

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

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

(b) **Shared Interim AOC Costs**

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

(c) **Individual Interim AOC Costs**

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

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

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

(d) **Interim Bridge Costs**

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

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

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

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

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

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

4. **Future Costs**

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

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

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

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

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

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

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

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

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

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

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

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

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

I. Application of Orphan Share Waiver

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

J. Double Recovery

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

K. No Admission of Liability; Reservation of Rights

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

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

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

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

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

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

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

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

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

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

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

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

5. All notices required under this **Agreement** shall be in writing and sent by e-mail to a known and active email address as specified below. All notices under this Section are effective upon receipt, unless otherwise specified. In the case of emailed notices, there is a rebuttable presumption that such notices are received on the same day that they are sent. Any **Performing Party** may change the method, person, or address applicable to it by providing notice of such change to all **Performing Parties**.

As to the **City**:

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M. Confidentiality

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

N. Non-Payment

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

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

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

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

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

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

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

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

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

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

O. Miscellaneous Provisions

1. **Governing Law and Forum Selection.** This **Agreement** shall be governed by, and construed and interpreted in accordance with, the laws of the State of Washington without regard to choice of law rules. Any claim to enforce this **Agreement** shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not

exercise jurisdiction, the **Performing Parties** agree that any disputes arising under this **Agreement** shall be heard in King County Superior Court in Seattle.

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

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

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

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

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

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

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

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

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

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


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

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

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

DATED: January 9, 2025

THE BOEING COMPANY

By: 

Printed Name: Meredith Weinberg

Its: Counsel (Perkins Coie LLP)

DATED: _____, 2025

CITY OF SEATTLE

By: _____

Printed Name: _____

Its: _____

DATED: _____, 2025 **KING COUNTY**

By: _____

Printed Name: _____

Its: _____

APPENDIX A: ADDITIONAL TERMS FOR SETTLEMENT IMPLEMENTATION LOWER DUWAMISH WATERWAY

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

I. Definitions

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

II. No Separate Entity

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

B. The **Performing Parties** are cooperating to implement the **Work** required by the Consent Decree as members of a performing **PRP** group referred to as the **Lower Duwamish Waterway Group (“LDWG”)**. **LDWG** does not and shall not have any office, staff, or budget, and is not itself a governmental agency or entity.

C. A **Performing Party** may not: (a) bind other **Performing Parties** to any contract, agreement or other obligation related to the **LDW Site** or (b) incur liability related to the **LDW Site** on behalf of other **Performing Parties**, without agreement of all the **Performing Parties**.

D. In carrying out these **Additional Terms**, the **Performing Parties** agree to cooperate with each other under a standard of good faith and fair dealing. This standard is not a fiduciary duty, and, notwithstanding any other provision in these **Additional Terms**, no **Performing Party** owes a fiduciary duty to any other **Performing Party**.

¹ To the extent any obligations under the July 18, 2024 **Unilateral Administrative Order (“UAO”)** remain after these **Additional Terms** become effective, these **Additional Terms** also govern **Work** performed under the **UAO**.

III. Roles and Responsibilities

Each of the **Performing Parties** shall appoint one or more designated representative(s) to each of three groups: 1) a Technical group; 2) a Manager group; and 3) a Director group. The **Performing Parties** may have more than one designated representative or additional staff attend meetings, but only one designated representative per **Performing Party** may state that **Performing Party's** position when a decision is being made. A **Performing Party** may change its designated representative(s) at any time.

A. Each group shall make decisions by consensus, meaning a unanimous vote by one designated representative per **Performing Party**. If the Technical group cannot reach consensus, they shall elevate the disputed issue to the Manager or Director group, as appropriate. If the Manager group cannot reach consensus, they shall elevate the disputed issue to the Director group.

B. Each group shall rotate administrative responsibilities among its members (setting meetings, developing agendas, and the like) or make other arrangements they deem appropriate to perform administrative tasks.

C. Each group shall confer and meet as often as they deem appropriate. Any **Performing Party** may call for a meeting and the other members shall promptly cooperate in setting one. As a guideline, the Technical group should meet at least once per month; the Manager group should meet at least once every two months; and the Director group should meet at least once every six months.

D. Technical group: The responsibilities of the Technical group shall include, but are not limited to: reviewing, evaluating and revising deliverables required by the applicable Statement of Work attached to the **Consent Decree** (or **UAO**) for the **LDW Site ("SOW")**, before they are provided to **EPA**; responding to **EPA** technical documents; responding to **EPA** and **Ecology** requests and directives; identifying needs for consultants and contractors to implement the applicable **SOW** and recommending to the Manager group that they be retained; participating in selecting consultants and contractors; directing consultants and contractors who are implementing the **SOW**; keeping the Manager and Director groups informed of the status of the **Work**; carrying out tasks assigned by the Manager group or Director group; and overseeing the development of cost forecasts.

E. Manager group: The responsibilities of the Manager group shall include, but are not limited to: evaluating and implementing approaches to strategic and policy issues; guiding communication with the public and with stakeholder groups; overseeing the work of the Technical group; communicating with **EPA**, **Ecology** and other regulatory agencies as appropriate; authorizing the retention of **Joint Contractors/Consultants**.

F. Director group: The responsibilities of the Director group shall include but are not limited to: making decisions on disputed issues; overseeing the Manager group; making strategic and policy decisions.

G. The **Performing Parties** may choose to employ a neutral person, such as a facilitator or mediator, if the Director group is unable to resolve a disputed issue.

H. The **Performing Parties** shall have equal access to all consultant and contractor work products, both drafts and final versions, including but not limited to: reports, sampling plans, analytical data, cost estimates, and memoranda.

IV. **Finance Group**

A. In addition to the groups identified in Section III, the **Performing Parties** may choose to establish a Finance group, composed of one representative from each **Performing Party**. A **Performing Party** may change its designated Finance group representative at any time. The Finance group shall be responsible for tasks the **Performing Parties** assign to it, which may include, but are not limited to:

1. Supervising the work of the **Trustee** for the **Trust**;
2. Advising the Manager group and Director group regarding the **Trust**, including investment and management of **Trust** funds;
3. In conjunction with the **Trustee**, Technical group, and **Joint Contractors/Consultants**, assisting with making determinations regarding the need for and amount of **Funding Party** assessments;
4. In conjunction with the **Trustee**, Technical group, and **Joint Contractors/Consultants**, assisting with the preparation of an annual forecast of response costs for the **Performing Parties**; and
5. In conjunction with the **Trustee**, Technical group, and **Joint Contractors/Consultants**, assisting with the development of a forecast of future costs for a duration of time set by the **Performing Parties** if requested by the Director group.

V. **Procedure for Payment of Shared Costs.**

A. This Section governs payment procedures for **Shared Costs** under the **Settlement and Implementation Agreement** and these **Additional Terms**. Each **Contracting LDWG Member** shall invoice the other **Performing Parties** for and provide copies of each invoice from any **Joint Contractor/Consultant** at a frequency agreed to by the **Performing Parties**, following receipt by the **Contracting LDWG Member** of invoice(s) that meet the **Contracting LDWG Member's** requirements. The other **Performing Parties** shall have at least ten (10) days to notify the **Contracting LDWG Member** if they believe the invoice: 1) Does not comport with requirements for documentation of costs that were agreed upon in accordance with Section VI(C)(3) below; 2) Includes charges for work outside the scope of the contract (as amended, if applicable); 3) Includes charges for work outside the scope of the **Consent Decree** (as amended, if applicable); 4) Includes charges for work pursuant to contract modifications that were disputed by another **Performing Party**. The **Contracting LDWG Member** shall respond to any such questions or concerns and the **Performing Parties** shall attempt to resolve any questions or concerns within ten (10) days. Any remaining questions or concerns shall be

resolved as described in Section III(A) or (G) above but shall not delay payment by the other **Performing Parties** of their shares of the **Shared Costs**. If the matter is resolved in a manner that means a **Performing Party** has overpaid the **Contracting LDWG Member**, the overage shall be reimbursed to the **Performing Party** that overpaid either by a direct payment from the **Contracting LDWG Member** or by the **Contracting LDWG Member** directing the **Trustee** to transfer funds from its **Past Costs** or **Future Costs** sub-account to the sub-account for the **Performing Party** that overpaid.

B. A **Contracting LDWG Member** shall pay its respective **Joint Contractor/Consultant** according to the terms of the applicable contracts with that **Joint Contractor/Consultant**. Once any questions or concerns raised by **Performing Parties** under Section V(A) for the same invoice(s) have been resolved, the **Contracting LDWG Member** shall seek reimbursement from the **Trust** for the **Funding Party's** 1.7406% share of those costs.

C. With respect to **Joint Contractors/Consultants**, the **Contracting LDWG Member** will keep track of salary, benefits and overhead for hours worked by its staff involved in contract development, procurement, oversight and management, and related expenses (such as publication of an RFP; travel costs to meet with contractors; and the like) and for legal review of contracts, access and tribal agreements and business interruption agreements. At least quarterly, each **Contracting LDWG Member** shall submit documentation to the other **Performing Parties** of such costs. The other **Performing Parties** shall have ten (10) days to notify the **Contracting LDWG Member** of any questions or concerns they have and the **Performing Parties** shall attempt to resolve any questions or concerns within ten (10) days. Once questions and concerns have been resolved, the **Contracting LDWG Member** shall seek payment from the **Funding Party's Future Costs** sub-account of the **Funding Party's** 1.7406% share of those costs.

D. The **Contracting LDWG Member** will submit documentation of **Shared Costs** to the **Trust**. The other **Performing Parties** may choose to pay their share (of the remaining amount after deduction of the **Funding Party's** 1.7406% share) of the **Shared Costs** directly to the **Contracting LDWG Member** or direct the **Trustee** to pay their share out of the **Performing Party's Future Costs** or **Past Costs** sub-account.

E. The **Performing Parties** shall agree on the documentation required for internal staff time in order for a **Performing Party's** internal staff costs to be reallocated, as provided in the **Settlement and Implementation Agreement**.

F. The amount included in any invoice to the **City** should be split between Seattle City Light and Seattle Public Utilities with 85% of the invoiced amount being charged to Seattle Public Utilities and 15% of the invoice amount being charged to Seattle City Light.

G. The **Shared Costs** of the cPAH work the **City** and **County** voluntarily agreed to perform that is no longer required by the **Consent Decree** ("cPAH-specific Costs") are to be documented separately and invoiced and paid at an equal percentage for the **City** and **County** (half each). These **cPAH-specific Costs** are to be invoiced and paid at the same time as set forth above in this section. **Individual Costs** consisting of staff time for **cPAH-specific Costs** work will not be separately compiled, invoiced, and reallocated.

VI. Selection of Joint Contractors/Consultants

A. The following **Performing Parties** have hired the following **Joint Contractors/Consultants**:

1. The **County** has hired a contractor to construct the Upper Reach (“UR”) Remedy (“**UR Construction Contractor**”). The **UR Construction Contractor’s** scope shall be according to the **SOW**, modifications to the **SOW** that are required by **EPA**, the 100% design bid package, and associated **EPA**-approved construction changes.

2. The **County** has hired a consultant for design and outreach support during **UR Remedy** construction as well as for certain other tasks provided for in the **SOW** (“**UR Construction Consultant**”). The **UR Construction Consultant’s** scope shall be according to the **SOW**, any modifications to the **SOW** that are required by **EPA**, and any other scope items approved by the **Performing Parties**.

3. The **City** has hired a consultant to provide construction management and support and program management support for construction of the **Remedy** (“**Construction Management Consultant**”). The **Construction Management Consultant’s** scope shall be consistent with the **SOW**, any applicable **County** and **City** requirements for this contract, any modifications to the **SOW** that are required by the **EPA**, and any other scope items that are approved by the **Performing Parties**.

4. The **City** has hired a **Joint Contractor/Consultant** for design in the Middle Reach.

5. The **Performing Parties** have agreed that the **City** will hold the contract for a **Joint Contractor/Consultant** to work on design in the Lower Reach.

6. The **Performing Parties** have agreed that **Boeing** will hold the contract for the **Trustee** who shall be a **Joint Contractor/Consultant**, and whose scope shall include holding monies in a **Trust**, managing and tracking settlement payments by other parties, tracking invoices for other **Joint Contractors/Consultants**, and performing other tasks as assigned.

B. The **Performing Parties** will need to hire other **Joint Contractors/Consultants** to perform the **Work**. Following agreement by the Manager group or Director group, any **Contracting LDWG Member** may enter into a contract for a portion of the **Work** on behalf of the **Performing Parties**.

C. The **Performing Parties** will employ consensus-based decision-making for selecting **Joint Contractors/Consultants**, subject to the **Contracting LDWG Member’s** contracting and legal requirements.

1. Joint Consultant Selection. Before candidates are interviewed and/or scored, each **Performing Party** shall identify any candidate that has done work for the **Performing Party** related to the **LDW Site** and the **Performing Parties** shall reach an agreement concerning which consultants have a conflict of interest based on their work for individual **Performing Parties** or agree on mitigating measures necessary to address a conflict

of interest. The **Contracting LDWG Members** will execute contracts with the **Joint Consultants** that are selected using the agreed upon selection process.

2. Joint Contractor Selection. The **Performing Parties** shall agree by consensus on the package that will be put out for bid by potential **Joint Contractors**. They will also agree by consensus on provisions regarding conflicts of interest, including identifying potential bidders that a **Performing Party** believes would have a conflict of interest and any mitigating measures that could address a conflict of interest. Once bids are received, the **Contracting LDWG Member** shall select the **Joint Contractor** according to its own internal requirements and all applicable laws.

3. For **Joint Contractors/Consultants** retained before November 2024, the documentation requirements for invoices are set forth in their contracts. For **Joint Contractors/Consultants** retained after November 2024, the **Performing Parties** shall agree on documentation requirements for invoices from those **Joint Contractors/Consultants** before they are retained.

4. The **Contracting LDWG Member** shall confer with the other **Performing Parties** and seek their concurrence to incur any significant additional commitments or costs (for example, through access, relocation, or tribal agreements, or contract modifications (change orders) to construction contracts); however, when a contract modification is necessary to comply with deadlines set by **EPA**, or is necessary to avoid construction delays, or is necessary to avoid payments to or claims by the contractor for delays, then the **Contracting LDWG Member** may issue the change order without agreement of the other **Performing Parties**. The disagreement shall be resolved in the same manner as other issues.

VII. Oversight of Joint Contractors/Consultants

A. The Technical group shall determine the types of decisions regarding work by **Joint Contractors/Consultants** that are substantive and those that are routine. Substantive decisions regarding **Joint Contractors'/Consultants'** work product will be made by consensus of the **Performing Parties**. Such decisions will be communicated to each **Joint Contractor/Consultant** by the applicable **Contracting LDWG Member**. Routine decisions may be made by the **Contracting LDWG Member**.

B. The **Joint Contractors/Consultants** will not communicate with third parties, including **EPA** or **Ecology** personnel, on substantive matters without first notifying the Technical group and receiving authorization for the communication. Such authorization will be made by consensus of the **Performing Parties** and communicated by the applicable **Contracting LDWG Member**. However, **Joint Contractors/Consultants** may communicate with **EPA** and **Ecology** regarding routine matters and in emergency situations involving an imminent hazard to people, property, the environment, or natural resources. The Technical group will determine the types of communications that are substantive and the types that are routine.

C. The Technical group will determine the types of work products and analytical data that are prepared, developed or generated by the **Joint Contractors/Consultants** that must

be provided to all **Performing Parties** for review prior to submission to **EPA** or any other third party. For such documents, **Performing Parties** shall be given at least fifteen (15) business days to review and comment on the documents before they are provided to **EPA** or any other third party, unless **EPA's** deadlines require that a shorter review time be provided. The **Contracting LDWG Member** shall compile and respond to all **Performing Party** comments and distribute to all **Performing Parties**. The project manager for each respective **Contracting LDWG Member** will direct each **Joint Contractor/Consultant** as needed on consensus changes to work product.

VIII. Responsibility for Changes to the Schedule

The **Performing Parties** are jointly responsible for delays to the schedule for the **Work**, as set forth in the **SOW**, including delays related to acquisition of property rights required for the **Work**.

IX. Cooperation on Model Toxics Control Act Grants

The **Performing Parties** will coordinate and cooperate concerning the documentation of costs that are eligible for partial reimbursement through Model Toxics Control Act grants.

X. Indemnity and Insurance

A. For all contracts executed with **Joint Contractors/Consultants** with the exception of the **Trustee**, the **Contracting LDWG Member** will include provisions obtaining indemnities and additional insured status for all **Performing Parties** and, as required by the **UAO** and **Consent Decree**, for the United States and the State of Washington. Costs incurred by a **Contracting LDWG Member** in fulfilling obligations to insure or indemnify other **Performing Parties**, the United States and the State of Washington are **Shared Costs**.

B. In the event that one **Performing Party** indemnifies a third party for the willful or negligent actions of another **Performing Party** or its contractor(s) pursuant to an agreement with that third party relating to the **Work**, then the latter **Performing Party** shall either take over that indemnity obligation or indemnify the former **Performing Party** for the indemnity being provided to the third party to the extent of the **Performing Party** or its contractor's negligence or willful conduct.

XI. Common Legal Counsel

A. The **Performing Parties** may engage common counsel to pursue non-settling **PRPs** who may be liable for **Response Costs** at the **LDW Site** or to perform other services on matters of common interest.

B. Common counsel will be required to provide the **Performing Parties** with an annual budget for anticipated fees/costs.

C. Common counsel fees and costs and any other litigation expenses that are authorized by the **Performing Parties** will be paid for by the **Performing Parties** according to their **Performing Party Shares**.

D. The **Performing Parties** may establish a Legal group, consisting of legal representative(s) from each **Performing Party**. The responsibilities of the Legal group, if established, shall include but not be limited to overseeing the work of common counsel, including approving proposed budgets, directing litigation strategy, and advising the Director group on significant litigation decisions.

XII. Communication with regulators and others

The **Performing Parties** agree to confer with each other prior to having substantive communications regarding the **LDW Site** with **EPA, Ecology**, tribes, other regulatory agencies, the public, stakeholders and the news media. The Technical group may identify types of communications that are routine, rather than substantive, however, there may be other communications that are not substantive. The **Performing Parties** shall endeavor to make any such communications in the best interests of all **LDWG** members. If a **Performing Party** has substantive communications regarding the **LDW Site** with any such entities, the communication shall be promptly disclosed to the other **Performing Parties**.

XIII Bar on testimony

Performing Parties shall request that any **Joint Consultants/Contractors** that are retained to implement the **Work** with agreement of the **Performing Parties** include terms in their relevant contract that the **Joint Consultant/Contractor** shall not testify against any of the **Performing Parties** in litigation or in any other proceeding concerning the **LDW Site**, without the consent of all the **Performing Parties** and/or in response to a subpoena. Provided that, a **Performing Party** that becomes a **Defaulting Party** shall not be able to bar the other **Performing Parties** from using such consultants and contractors in litigation or other proceedings relating to breach of the **Settlement and Implementation Agreement**.

XIV Amendment.

These **Additional Terms** may be amended in writing by unanimous consent of the **Performing Parties** as set forth in the **Settlement and Implementation Agreement**.

APPENDIX B: Amount and Distribution of Settlement Funds

| Party | PAST COSTS (Shared) | PAST COSTS (Individual) | TOTAL PAST COSTS | TOTAL FUTURE COSTS | TOTAL AMOUNT |
|---------------------------|------------------------|----------------------------|---------------------|-----------------------|-------------------|
| Cash Out Parties | \$ 6,951,390.68 | \$ 2,256,801.67 | \$ 9,208,192.35 | \$ 131,910,702.80 | \$ 141,118,895.15 |
| Funding Parties | \$ 982,779.71 | \$ 319,064.05 | \$ 1,301,843.76 | N/A | \$ 1,301,843.76 |
| Settling Federal Agencies | \$ 5,838,669.67 | \$ 2,161,330.33 | \$ 8,000,000.00 | \$ 132,000,000.00 | \$ 140,000,000.00 |
| Total | \$ 13,772,840.05 | \$ 4,737,196.06 | \$ 18,510,036.11 | \$ 263,910,702.80 | \$ 282,420,738.91 |

Distribution of Settlement Funds to Boeing

| | Boeing (Past Costs) | Boeing (Future Costs) | Total to Boeing |
|-------------------------|---------------------|-----------------------|-------------------|
| Cash Out Party Payments | \$ 3,543,707.23 | \$ 70,690,412.35 | \$ 74,234,119.58 |
| Funding Party Payments | \$ 501,005.30 | N/A | \$ 501,005.30 |
| SFA Payments | \$ 2,941,163.33 | \$ 70,738,266.36 | \$ 73,679,429.69 |
| GRAND TOTALS | \$ 6,985,875.87 | \$ 141,428,678.71 | \$ 148,414,554.57 |

Distribution of Settlement Funds to City

| | City (Past Costs) | City (Future Costs) | Total to City |
|-------------------------|------------------------|-------------------------|-------------------------|
| Cash Out Party Payments | \$ 2,651,572.61 | \$ 41,503,156.70 | \$ 44,154,729.31 |
| Funding Party Payments | \$ 374,876.32 | N/A | \$ 374,876.32 |
| SFA Payments | \$ 2,548,228.41 | \$ 41,531,252.34 | \$ 44,079,480.75 |
| GRAND TOTALS | \$ 5,574,677.34 | \$ 83,034,409.03 | \$ 88,609,086.38 |

Distribution of Settlement Funds to County

| | County (Past Costs) | County (Future Costs) | Total to County |
|-------------------------|------------------------|-------------------------|-------------------------|
| Cash Out Party Payments | \$ 3,012,912.51 | \$ 19,717,133.76 | \$ 22,730,046.26 |
| Funding Party Payments | \$ 425,962.14 | N/A | \$ 425,962.14 |
| SFA Payments | \$ 2,510,608.25 | \$ 19,730,481.31 | \$ 22,241,089.56 |
| GRAND TOTALS | \$ 5,949,482.90 | \$ 39,447,615.06 | \$ 45,397,097.96 |

APPENDIX C: PAST COST REALLOCATION AMONG PERFORMING PARTIES

The net reallocation of Past Costs among the Performing Parties is based on separate reallocation for Past Shared Costs versus Past Individual Costs based on FAR Shares.

Performing Party Past Shared Costs through 2022:

- LDWG Past Shared Costs (3-party total): \$54,784,918.50
- (Each): \$18,261,639.50

The following table summarizes the agreed-upon Past Cost amounts subject to reallocation for each Performing Party:

| Performing Party | Past Shared Costs | Past Individual Costs | Total Past Costs |
|------------------|-------------------|-----------------------|------------------|
| Boeing | \$18,261,639.50 | \$9,962,775.00 | \$28,224,414.50 |
| City | \$18,261,639.50 | \$6,028,144.00 | \$24,289,783.50 |
| County | \$18,261,639.50 | \$5,651,436.70 | \$23,913,076.20 |
| Total | \$54,784,918.50 | \$21,642,355.70 | \$76,427,274.20 |

Reallocation of Past Shared Costs through 2022:

- Boeing owes City its 30.1091% share of City's \$18,261,639.50 (\$5,498,415.30) minus the City's 17.6774% share of Boeing's \$18,261,639.50 (\$3,228,183.06) = \$2,270,231.70.
- Boeing owes County its 30.1091% share of County's \$18,261,639.50 (\$5,498,415.30) minus the County's 8.3981% share of Boeing's \$18,261,639.50 (\$1,533,630.75) = \$3,964,784.55.
- City owes County its 17.6774% share of the County's \$18,261,639.50 (\$3,228,183.06) minus the County's 8.3981% share of the City's \$18,261,639.50 (\$1,533,630.75) = \$1,694,552.31.

Reallocation of Past Individual Costs through 2022:

- Boeing owes City its 30.1091% share of the City's \$6,028,144.00 (\$1,815,019.91) minus the City's 17.6774% share of Boeing's \$9,962,775.00 (\$1,761,159.59) = \$53,860.32.
- Boeing owes County its 30.1091% share of County's \$5,651,436.70 (\$1,701,596.73) minus the County's 8.3981% share of Boeing's \$9,962,775.00 (\$836,683.81) = \$864,912.92.

- City owes County its 17.6774% share of the County's \$5,651,436.70 (\$999,027.07) minus the County's 8.3981% share of City's \$6,028,144.00 (\$506,249.56) = \$492,777.51.

Net Reallocation of Costs through 2022:

- Boeing owes the County \$4,829,697.46 (\$3,964,784.55 + \$864.912.91)
- Boeing owes the City \$2,324,092.02 (\$2,270,231.70 + \$53,860.32)
- The City owes the County \$2,187,329.82 (\$1,694,552.31 + \$492,777.51)

Appendix D: Distribution of Orphan Share Relief

The Performing Parties shall apply among themselves the amounts that EPA waives of its past and future oversight costs as follows:

1. EPA has agreed to waive its unreimbursed Past Response Costs in the amount of \$6.2 million pursuant to its orphan share policy. If EPA had not agreed to waive that amount, all of the Settling Parties would have paid their FAR Shares of such costs as part of the global settlement. Boeing would have owed its 30.1091% FAR Share, which amounts to \$1,866,764.20.
2. In his Final Allocation Report, the Allocator assigned a significant portion of the orphan share to the City and County.
3. Because EPA is forgiving \$6.2 million in unreimbursed Past Response Costs under its orphan share policy, Boeing will not have to pay EPA its FAR Share of EPA's Past Response Costs (\$1,866,764.20). In order for EPA's forgiveness of its unreimbursed Past Response Costs to benefit only the Performing Parties who were assigned the orphan shares in the Allocation (i.e., City and County), Boeing will pay the amount it would have paid to EPA to the City and County instead.
4. Boeing shall pay the \$1,866,764.20 in three equal installments of \$622,254.73. Boeing shall pay 66.7% of each installment to the City (\$415,043.91) and 33.3% of each installment to the County (\$207,210.82). Boeing shall pay the first installment no later than 60 days after the Effective Date, the second installment no later than one year and 60 days after the Effective Date, and the third installment no later than two years and 60 days after the Effective Date.
5. Pursuant to Paragraph 34(b) of the Consent Decree, EPA has agreed to forgive 50% of its Future Response Costs up to a total of \$16.9 million pursuant to its orphan share policy.
6. Under Section D.1 of the Response Cost Settlement and Implementation Agreement, the Performing Parties have established a method to pay for the cost of the Work required by the Consent Decree, including EPA oversight costs, according to their

- Performing Party Shares (which are consistent with their FAR shares) to ensure 100% of the costs for the Work required by the Consent Decree are paid. If not for EPA's forgiveness of a portion of its Future Response Costs, the Performing Parties would pay their Performing Party Shares of such costs to EPA, less any Funding Party payment for such costs. This Appendix adjusts the amounts subsequently owed by the Performing Parties for certain future EPA oversight costs only for the purpose of distributing the benefit of orphan share relief among the Performing Parties.
7. The City and County are entitled to the majority of the orphan share relief as described in Paragraph 2 above. However, because one allocation party (Kaiser/Hanson) went into bankruptcy after the Allocator finalized the allocation, Boeing's Performing Party Share includes a portion of the orphan share. Boeing's Performing Party Share (53.5896%) of Kaiser/Hanson's FAR Share (0.696%) is 0.373%. Boeing's Performing Party Share minus its share of Kaiser/Hanson's FAR Share is 53.2166% ("Owed Share").
 8. Of the 50% of oversight costs that EPA does not forgive, the Funding Party shall be responsible for its FAR Share and Boeing shall be responsible for the remainder. Boeing also shall pay the balance of its Owed Share of 53.2166% of EPA's total oversight costs minus the 50% paid to EPA for oversight costs (which equals 3.2166%) of EPA's total oversight costs to the City and County on a 66.7%/33.3% basis within 60 days of receiving an invoice from EPA for oversight costs.
 9. If and when the total amount of EPA's future oversight costs that EPA has forgiven exceeds \$16.9 million, such that no further forgiveness is due or applied, the Performing Parties shall begin to pay their Performing Party Shares of all subsequently-invoiced EPA oversight costs (less the Funding Party's payment of such costs) consistent with Section D.1 of the Response Cost Settlement and Implementation Agreement.
 10. Payments made by Boeing to the City and County shall be deposited as the recipient directs into their respective Past or Future Cost Trust sub-accounts.

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

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

RECITALS**WHEREAS,**

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

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

Settlement Agreement and Mutual Release

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

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

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

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

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

Settlement Agreement and Mutual Release

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

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

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

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

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

1. Definitions.

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

Settlement Agreement and Mutual Release

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

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

Settlement Agreement and Mutual Release

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

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

2. Payment.

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

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

Settlement Agreement and Mutual Release

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

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

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

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

Settlement Agreement and Mutual Release

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

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

3. Consent Decree with EPA and Ecology

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

Settlement Agreement and Mutual Release

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

Settlement Agreement and Mutual Release

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

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

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

4. Bar Order

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

Settlement Agreement and Mutual Release

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

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

5. Mutual Release of Claims.

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

- 5.2** When the Releases take effect:

Settlement Agreement and Mutual Release

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

Settlement Agreement and Mutual Release

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

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

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

Settlement Agreement and Mutual Release

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

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

5.4 Application of the Releases.

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

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

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

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

Settlement Agreement and Mutual Release

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

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

5.5 Reservation of Claims.

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

Settlement Agreement and Mutual Release

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

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

Settlement Agreement and Mutual Release

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

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

6. Defense, Indemnity and Hold Harmless

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

Settlement Agreement and Mutual Release

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

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

Settlement Agreement and Mutual Release

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

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

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

7. Use of the Waterway and Access Agreements

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

Settlement Agreement and Mutual Release

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

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

Settlement Agreement and Mutual Release

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

Settlement Agreement and Mutual Release

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

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

Settlement Agreement and Mutual Release

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

9. Authorized Disclosures

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

Settlement Agreement and Mutual Release

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

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

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

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

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

Settlement Agreement and Mutual Release

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

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

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

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

Settlement Agreement and Mutual Release

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

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

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

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

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

Settlement Agreement and Mutual Release

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

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

Settlement Agreement and Mutual Release

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

Settlement Agreement and Mutual Release

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

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

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

Settlement Agreement and Mutual Release

FOR: THE BOEING COMPANY

January 9, 2025



Dated

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

FOR: THE CITY OF SEATTLE

Dated

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

FOR: KING COUNTY

Dated

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

FOR: DUWAMISH SHIPYARD, INC.

Dated

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

Settlement Agreement and Mutual Release

FOR: THE BOEING COMPANY

Dated

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

FOR: THE CITY OF SEATTLE

Dated

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

FOR: KING COUNTY

Dated

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

FOR: DUWAMISH SHIPYARD, INC.

12/26/24

Dated

Kyle McCleary

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

Settlement Agreement and Mutual Release

FOR: PHARMACIA LLC

January 6, 2024
Dated
Name: Molly M. Jones
Title: Head of North America Environmental and Sustainability Sr. Asst. General Counsel
Bayer U.S. LLC
Address: 800 North Lindbergh Blvd
St. Louis, MO 63167

FOR: PACCAR INC

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

FOR: SEATTLE BOILER WORKS, INC.

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

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

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

Settlement Agreement and Mutual Release

FOR: PHARMACIA LLC

Dated

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

FOR: PACCAR INC

1/7/2025
Dated

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

FOR: SEATTLE BOILER WORKS, INC.

Dated

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

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

Dated

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

Settlement Agreement and Mutual Release

FOR: PHARMACIA LLC

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

FOR: PACCAR INC

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

FOR: SEATTLE BOILER WORKS, INC.

1-7-25
Dated Name:
 Title: President/Manager
Address: 500 S. Myrtle Street
 Seattle, WA 98108

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

1-7-25
Dated Name:
 Title: President/Manager
Address: 500 S. Myrtle Street
 Seattle, WA 98108

Settlement Agreement and Mutual Release

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

1-7-25
Dated

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

FOR: MANSON CONSTRUCTION CO.

Dated

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

FOR: MANSON INTERNATIONAL, INC.

Dated

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

FOR: 5055 PROPERTIES, LLC

Dated

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

Settlement Agreement and Mutual Release

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


Dated

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

FOR: MANSON CONSTRUCTION CO.

12/23/2024

Dated




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

FOR: MANSON INTERNATIONAL, INC.

12/23/2024

Dated




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

FOR: 5055 PROPERTIES, LLC

12/23/2024

Dated



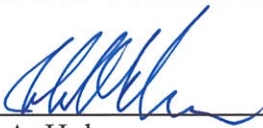
Name: John A. Holmes
Title: Manager
Address: 5209 East Marginal Way South
Seattle, WA 98134

Settlement Agreement and Mutual Release

**FOR: MANSON CONSTRUCTION
HOLDING COMPANY**

12/23/2024

Dated


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

FOR: ALASKA MARINE LINES, INC.

Dated

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

FOR: KNIK CONSTRUCTION CO., INC.

Dated

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

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

Dated

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

Settlement Agreement and Mutual Release

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

12/20/2024

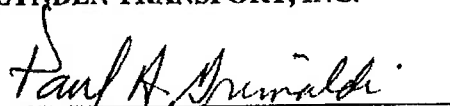
Dated


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

FOR: LYNDEN TRANSPORT, INC.

12/20/2024

Dated


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

FOR: LTI, INC.

12/20/2024


Dated


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

FOR: DOUGLAS MANAGEMENT CO.

12/20/2024

Dated



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

Settlement Agreement and Mutual Release

FOR: SWAN BAY HOLDINGS, INC.

12/20/2024


Dated


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

FOR: BERING MARINE CORPORATION

12/20/2024

Dated


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

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

12/20/2024


Dated


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

FOR: LYNDEN INCORPORATED

12/20/2024

Dated


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

Settlement Agreement and Mutual Release

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

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

Settlement Agreement and Mutual Release

Yukon Trader, LLC.

12/20/2024



Dated

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

FOR: LYNDEN SERVICES, INC.

12/20/2024



Dated

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

FOR: NORTHLAND SERVICES, INC.

12/20/2024



Dated

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

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

12/20/2024



Dated

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

Settlement Agreement and Mutual Release

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


Dated

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

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

1/6/25

Dated




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

FOR: 8TH AVENUE TERMINALS, INC.

1/6/25

Dated



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

FOR: HOLCIM (US) INC.

Dated

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

Settlement Agreement and Mutual Release

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

Dated

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

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

Dated

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

FOR: 8TH AVENUE TERMINALS, INC.

Dated

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

FOR: HOLCIM (US) INC.

January 6, 2025
Dated

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

Settlement Agreement and Mutual Release


FOR: SURPLUS ITEMS INC.

Dated

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

**FOR: SEATTLE IRON & METALS
CORPORATION**

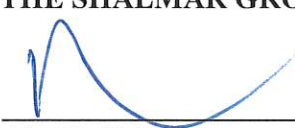
12-30-24
Dated



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

FOR: THE SHALMAR GROUP, LLC

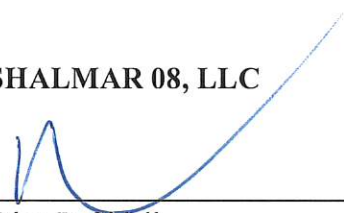
12-30-24
Dated



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

FOR: SHALMAR 08, LLC

12-30-24
Dated



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

Settlement Agreement and Mutual Release

FOR: SIMCO PROPERTIES, LLC

12-30-24

Dated

Name: Alan P. Sidell

Title: President/Manager

Address: 601 S. Myrtle St.
Seattle, WA 98108

**FOR: EARLE M. JORGENSEN
COMPANY**

Dated

Name: William A. Smith II

Title: Vice President and Secretary

Address: Earle M. Jorgensen Company
10650 Alameda Street
Lynwood, CA 90262

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

Dated

Name: Guillermo Bichara
Linde Inc.

Title: Executive Vice President & Chief Legal
Officer

Address: 10 Riverview Drive
Danbury, CT 06810

FOR: GLACIER NORTHWEST, INC.

Dated

Name: Allen Hamblen

Title: President and CEO

Address: 10655 W Park Run Dr, Ste 275
Las Vegas, NV 89144

Settlement Agreement and Mutual Release

FOR: SIMCO PROPERTIES, LLC


Dated

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

**FOR: EARLE M. JORGENSEN
COMPANY**

1/9/2025

Dated



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

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

Dated

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

FOR: GLACIER NORTHWEST, INC.

Dated

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

Settlement Agreement and Mutual Release

FOR: SIMCO PROPERTIES, LLC

Dated

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

**FOR: EARLE M. JORGENSEN
COMPANY**

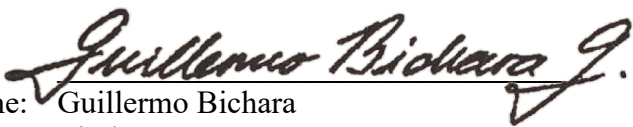
Dated

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

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

1/8/2025

Dated



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

FOR: GLACIER NORTHWEST, INC.

Dated

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

Settlement Agreement and Mutual Release

FOR: SIMCO PROPERTIES, LLC

Dated

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

**FOR: EARLE M. JORGENSEN
COMPANY**

Dated

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

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

Dated

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

FOR: GLACIER NORTHWEST, INC.

1/6/2025

Dated

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

Settlement Agreement and Mutual Release

FOR: NORTHWEST AGGREGATES CO.

Dated

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

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

Dated

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

FOR: LAFARGE PNW INC.

Dated

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

FOR: INTERNATIONAL PAPER COMPANY

Dated

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

Settlement Agreement and Mutual Release

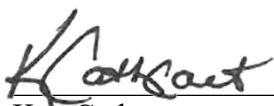
FOR: NORTHWEST AGGREGATES CO.

Dated

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

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

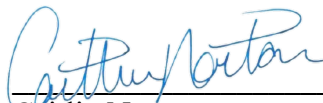
January 6, 2025
Dated



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

FOR: LAFARGE PNW INC.

January 6, 2025
Dated



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

FOR: INTERNATIONAL PAPER COMPANY

Dated

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

Settlement Agreement and Mutual Release

FOR: NORTHWEST AGGREGATES CO.

Dated

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

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

Dated

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

FOR: LAFARGE PNW INC.

Dated

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

FOR: INTERNATIONAL PAPER COMPANY

1/7/25

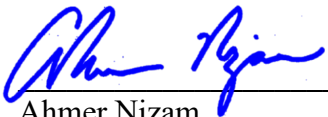
Dated

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

Settlement Agreement and Mutual Release

**FOR: WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION**

January 3, 2025
Dated


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

FOR: SILVER BAY LOGGING, INC.

Dated

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

FOR: BOYER TOWING, INC.

Dated

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

FOR: BOYER LOGISTICS, INC.

Dated

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

Settlement Agreement and Mutual Release

**FOR: WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION**

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

FOR: SILVER BAY LOGGING, INC.

12/27/2024

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

FOR: BOYER TOWING, INC.

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

FOR: BOYER LOGISTICS, INC.

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

Settlement Agreement and Mutual Release

**FOR: WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION**

Dated

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

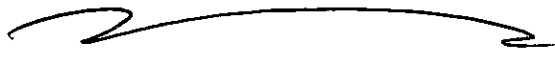
FOR: SILVER BAY LOGGING, INC.

Dated

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

FOR: BOYER TOWING, INC.

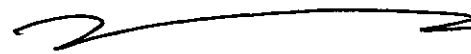
12/31/24
Dated



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

FOR: BOYER LOGISTICS, INC.

12/31/24
Dated

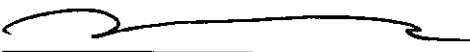


Name: Boyer Halvorsen
Title: President
Address: 7318 4th Avenue South
Seattle, WA 98108

Settlement Agreement and Mutual Release

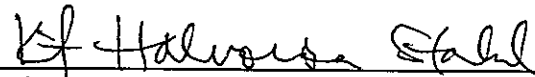
FOR: BOYER HALVORSEN

12/31/24
Dated


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


FOR: KIRSTEN HALVORSEN STAHL

12.28.24
Dated


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

FOR: MAIA HALVORSEN

01-02-25
Dated


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

**FOR: SEATAC MARINE PROPERTIES,
LLC**

Dated

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

FOR: SEATAC MARINE SERVICES, LLC

Dated

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

Settlement Agreement and Mutual Release

FOR: BOYER HALVORSEN

Dated

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

FOR: KIRSTEN HALVORSEN STAHL

Dated

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

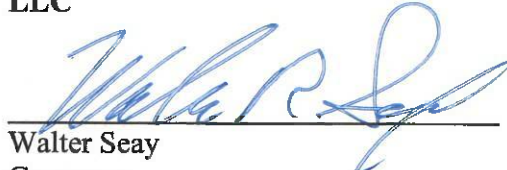
FOR: MAIA HALVORSEN

Dated

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

**FOR: SEATAC MARINE PROPERTIES,
LLC**


Jan 6 '25
Dated



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

FOR: SEATAC MARINE SERVICES, LLC

Jan 6 '25
Dated



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

Settlement Agreement and Mutual Release

FOR: PUGET SOUND ENERGY, INC.

12/24/2024



Dated

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

FOR: WELLS FARGO BANK, NATIONAL ASSOCIATION

Dated

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

FOR: CONGLOBAL INDUSTRIES, LLC

Dated

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

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

Dated

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

Settlement Agreement and Mutual Release

FOR: PUGET SOUND ENERGY, INC.

Dated

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

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

1/2/2025

Dated

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

Signed by:

Craig Baldauf

93381AB941C94FA...

FOR: CONGLOBAL INDUSTRIES, LLC

Dated

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

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

Dated

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

Settlement Agreement and Mutual Release

FOR: PUGET SOUND ENERGY, INC.

Dated

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

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

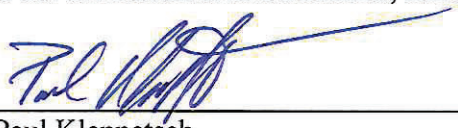
Dated

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

FOR: CONGLOBAL INDUSTRIES, LLC

1/3/2025

Dated



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

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

Dated

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

Settlement Agreement and Mutual Release

FOR: PUGET SOUND ENERGY, INC.

Dated

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

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

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Address: 401 S. Tryon St., Charlotte, NC 28202-1675

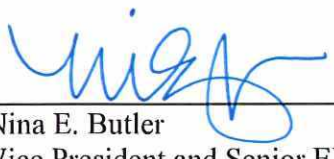
FOR: CONGLOBAL INDUSTRIES, LLC

Dated

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

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

1/6/25
Dated

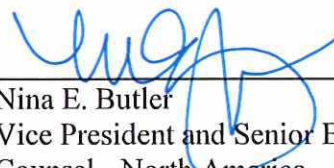


Name: Nina E. Butler
Title: Vice President and Senior EHS
Counsel - North America
Address: 1000 Abernathy Road NE
Atlanta, GA 30328

Settlement Agreement and Mutual Release

FOR: WESTROCK SERVICES, LLC

1/6/25
Dated


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

**FOR: SOUTH PARK MARINA LIMITED
PARTNERSHIP**

Dated

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

FOR: ASH GROVE CEMENT COMPANY

Dated

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

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

Dated

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

Settlement Agreement and Mutual Release

FOR: WESTROCK SERVICES, LLC

Dated

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

**FOR: SOUTH PARK MARINA LIMITED
PARTNERSHIP**

12/31/2024
Dated

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

FOR: ASH GROVE CEMENT COMPANY

Dated

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

**FOR: NORTHWEST CONTAINER
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Dated

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

Settlement Agreement and Mutual Release

FOR: WESTROCK SERVICES, LLC

Dated

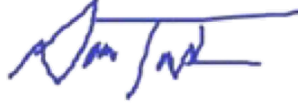
Name: Nina E. Butler
Title: Vice President and Senior EHS
Counsel - North America
Address: 1000 Abernathy Road NE
Atlanta, GA 30328

**FOR: SOUTH PARK MARINA LIMITED
PARTNERSHIP**

Dated

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

FOR: ASH GROVE CEMENT COMPANY



12/27/2024

Dated

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The Woodlands, TX 77380

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

**FOR: SOUTH PARK MARINA LIMITED
PARTNERSHIP**

Dated

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

FOR: ASH GROVE CEMENT COMPANY

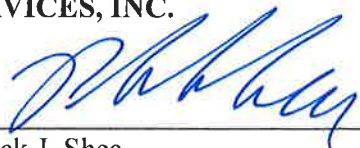
Dated

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

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

1/6/2025

Dated



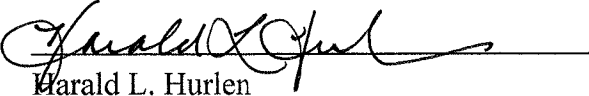
Name: Patrick J. Shea
Title: Executive Vice President, General Counsel
and Secretary
Address: 3 Waterway Square Place, Suite 110
The Woodlands, TX 77380

Settlement Agreement and Mutual Release

FOR: HARALD L. HURLEN

27 DEC 2024


Dated


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

FOR: HURLEN CONSTRUCTION COMPANY

27 DEC 2024


Dated


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

FOR: HURLEN LOGISTICS, LLC, a dissolved company

27 DEC 2024

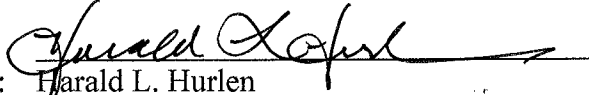
Dated


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

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

27 DEC 2024


Dated


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

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

27 DEC 2024

Dated


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

Settlement Agreement and Mutual Release

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

Dated

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

FOR: WEYERHAEUSER COMPANY

Dated

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

FOR: WEYERHAEUSER NR COMPANY

Dated

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

FOR: DELTA MARINE INDUSTRIES, INC.

12/30/24
Dated

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

Settlement Agreement and Mutual Release

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

1/4/25
Dated

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

FOR: BALL CORPORATION

Dated

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

FOR: BAYER CROPSCIENCE INC.

Dated

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

FOR: MONSANTO COMPANY

Dated

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

Settlement Agreement and Mutual Release

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


Dated

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

FOR: BALL CORPORATION

1.3.25

Dated



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

FOR: BAYER CROPSCIENCE INC.

Dated

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

FOR: MONSANTO COMPANY

Dated

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

Settlement Agreement and Mutual Release

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

Dated

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

FOR: BALL CORPORATION

Dated

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

FOR: BAYER CROPSCIENCE INC.

Jan. 6, 2024
Dated

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

FOR: MONSANTO COMPANY

Jan. 6, 2024
Dated

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

Settlement Agreement and Mutual Release

FOR: SOLUTIA INC.

Jan. 6, 2024
Dated

Name: Molly M. Jones
Title: Sr. Asst. General Counsel
Address: Bayer U.S. LLC
Sustainability, Safety, Health & Environment
800 N. Lindbergh Blvd.
St. Louis, MO 63167

FOR: BNSF RAILWAY COMPANY

Dated

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

FOR: CENTERPOINT 8801 MARGINAL LLC

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

Dated

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

Dated

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

Settlement Agreement and Mutual Release

FOR: SOLUTIA INC.

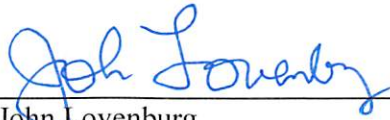
Dated

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

FOR: BNSF RAILWAY COMPANY

1/2/25

Dated

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

FOR: CENTERPOINT 8801 MARGINAL LLC

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

Dated

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

Dated

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

Settlement Agreement and Mutual Release

FOR: SOLUTIA INC.

Dated

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

FOR: BNSF RAILWAY COMPANY

Dated

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

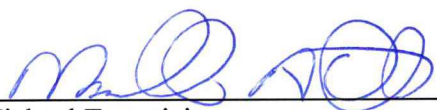
FOR: CENTERPOINT 8801 MARGINAL LLC

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

1/7/25

Dated

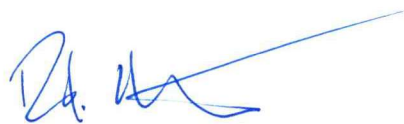
Name: Michael Tortorici
Title: Senior Vice President and Treasurer
Address: 1808 Swift Drive
Oak Brook, IL 60523



1/7/25

Dated

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

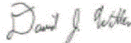


Settlement Agreement and Mutual Release

FOR: FORD MOTOR COMPANY

Jan-05-2025

Dated

DocuSigned by:

22B1409E26D7402...
Name: David J. Wrench
Title: Assistant Secretary
Address: One American Road, Dearborn, Michigan
48126

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

Dated

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

FOR: DAVID J. JOSEPH COMPANY

Dated

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

FOR: NUCOR STEEL SEATTLE, INC.

Dated

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

Settlement Agreement and Mutual Release

FOR: FORD MOTOR COMPANY

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

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

1/7/2025
Dated _____
Name: Chris D. Trunck
Title: Secretary
Address: 1915 Rexford Rd, Charlotte, NC 28211

FOR: DAVID J. JOSEPH COMPANY

1/7/2025
Dated _____
Name: Chris D. Trunck
Title: Secretary
Address: 1915 Rexford Rd, Charlotte, NC 28211

FOR: NUCOR STEEL SEATTLE, INC.

1/7/2025
Dated _____
Name: Chris D. Trunck
Title: Secretary
Address: 1915 Rexford Rd, Charlotte, NC 28211

Settlement Agreement and Mutual Release

FOR: CHIYODA CORPORATION

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

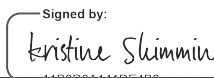
**FOR: CHIYODA INTERNATIONAL
CORPORATION**

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

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

1/3/2025

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

Signed by:


FOR: FOX AVENUE BUILDING, LLC

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

Settlement Agreement and Mutual Release

FOR: CHIYODA CORPORATION

Dated

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

**FOR: CHIYODA INTERNATIONAL
CORPORATION**

Dated

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

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

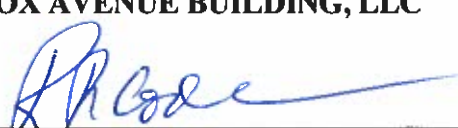
Dated

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

FOR: FOX AVENUE BUILDING, LLC

12-23-24

Dated



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

Settlement Agreement and Mutual Release

Appendices to Final Settlement Agreement and Mutual Release

Appendix A...Settling Funding Party

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

Appendix C...Appendix C Parties

Appendix D...Appendix C Party Supplemental Settlement Agreements

Appendix E...Parties Not Signing Consent Decree

Appendix F...Funding Party Release

Appendix G...Intentionally omitted

Appendix H...Insurance Waiver

Appendix I...Notice recipients and addresses

Settlement Agreement and Mutual Release

Appendix A

Settling Funding Party

Settlement Agreement and Mutual Release

Appendix A

Settling Funding Party

Continental Holdings, Inc.

Settlement Agreement and Mutual Release

Appendix B

Settling Cash-Out Parties and Payment Amounts

*Settlement Agreement and Mutual Release***Appendix B: Settling Cash-Out Parties**

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

Settlement Agreement and Mutual Release

| | | | |
|---|--|--|--|
| <ul style="list-style-type: none"> • Anchorage Provider, LLC; • Anchorage Trader, LLC; • Arctic Bear, LLC; • Arctic Gull, LLC; • Arctic Provider, LLC; • Baranof Provider, LLC; • Bering Trader LLC; • Chatham Provider, LLC; • Chichagof Provider, LLC; • Cordova Provider, LLC; • Fairbanks Provider, LLC; • Greta, LLC; • Hawaii Trader, LLC; • Ivan, LLC; • Kamakani, LLC; • Kenai Trader, LLC; • Koyukuk, LLC; • Krystal Sea, LLC; • Kuskokwim Trader, LLC; • Marine Boneyard, LLC; • Naknek Trader LLC; • Nunaniq, LLC; • Pacific Trader, LLC; • Polar Cloud, LLC; • Polar Endurance, LLC; • Polar King, LLC; • Polar Trader, LLC; • Polar Viking, LLC; • Polar Wind, LLC; • Rampart, LLC; • Sam M. Taalak, LLC; • Skagway Provider, LLC; • Southeast Provider, LLC; • Spencer Brewer, LLC; • Stickeen, LLC; • Stikine Provider, LLC; • Taku Provider, LLC; • Togiak Trader, LLC; | | | |
|---|--|--|--|

Settlement Agreement and Mutual Release

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

Settlement Agreement and Mutual Release

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

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

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

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

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

Settlement Agreement and Mutual Release

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

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

Settlement Agreement and Mutual Release

Appendix C

Appendix C Parties

Settlement Agreement and Mutual Release

Appendix C

Appendix C Parties

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

Silver Bay Logging Inc.

South Park Marina Limited Partnership

Settlement Agreement and Mutual Release

Appendix D

Appendix C Party Supplemental Settlement Agreements

Settlement Agreement and Mutual Release

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

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

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

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

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

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

Settlement Agreement and Mutual Release

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

Settlement Agreement and Mutual Release

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

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

Settlement Agreement and Mutual Release

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

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

Settlement Agreement and Mutual Release

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

5. SBW represents and warrants to, and for the benefit of, the LDWG Parties and each of them that:

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

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

6. In the event of a judicial determination that SBW has breached the representation and warranty in Paragraph 5 above:

- a. The LDWG Parties’ release of the SBW Settling Parties in Section 5.1 of the *Settlement Agreement* shall not apply to claims for response actions for SBW’s use or disposal of PFAS at the SBW Facilities; and

Settlement Agreement and Mutual Release

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

Settlement Agreement and Mutual Release

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

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

Settlement Agreement and Mutual Release

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

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

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

DATED: 1/7/25, 2024

SEATTLE BOILER WORKS INC.

By: 

Printed Name: CRAIG HOPKINS

Its: PRESIDENT

DATED: 1/7/25, 2024

FRANK H. HOPKINS FAMILY L.L.C.

By: 

Printed Name: CRAIG HOPKINS

Its: MANAGER

DATED: 1-7, 2025

FREDERICK J. HOPKINS FAMILY L.L.C.

By: 

Printed Name: JAMIESON HOPKINS

Its: _____

Settlement Agreement and Mutual Release

DATED: January 9, 2025

THE BOEING COMPANY

By: M. Weinberg

Printed Name: Meredith Weinberg

Its: Counsel (Perkins Coie LLP)

DATED: _____, 2024

CITY OF SEATTLE

By: _____

Printed Name: _____

Its: _____

DATED: _____, 2024

KING COUNTY

By: _____

Printed Name: _____

Its: _____

Settlement Agreement and Mutual Release

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

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

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

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

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

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

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

Settlement Agreement and Mutual Release

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

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

Settlement Agreement and Mutual Release

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

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

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

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

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

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

Settlement Agreement and Mutual Release

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

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

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

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

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

Settlement Agreement and Mutual Release

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


Dated this 27 day of December, 2024.

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

Settlement Agreement and Mutual Release

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

Dated this ____ day of _____, 2024.

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

Settlement Agreement and Mutual Release

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

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

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

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

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

Settlement Agreement and Mutual Release

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

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

Settlement Agreement and Mutual Release

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

Settlement Agreement and Mutual Release

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

Settlement Agreement and Mutual Release

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

Settlement Agreement and Mutual Release

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

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

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

DATED: 12/31, 2024

SOUTH PARK MARINA Limited Partnership

By: Guy M. Crow

Printed Name: Guy M. Crow

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

DATED: 12/31, 2024

THE BOEING COMPANY

By: _____

Printed Name: _____

Its: _____

DATED: _____, 2024

CITY OF SEATTLE

By: _____

Printed Name: _____

Its: _____

Settlement Agreement and Mutual Release

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

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

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

DATED: _____, 2024

SOUTH PARK MARINA Limited Partnership

By: _____

Printed Name: _____

Its: _____

DATED: January 9, 2025

THE BOEING COMPANY

By: M. Weinberg

Printed Name: Meredith Weinberg

Its: Counsel (Perkins Coie LLP)

DATED: _____, 2024

CITY OF SEATTLE

By: _____

Printed Name: _____

Its: _____

Settlement Agreement and Mutual Release

DATED: _____, 2024

KING COUNTY

By: _____

Printed Name: _____

Its: _____

Settlement Agreement and Mutual Release

Appendix E

Parties Not Signing Consent Decree

Lynden Services, Inc.

Manson Construction Holding Company

Monsanto Company

Six Fourteen South Logistics LLC.

Solutia Inc.

Weyerhaeuser NR Company

Settlement Agreement and Mutual Release

Appendix E, Lynden Services, Inc.

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

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

By: Everett H. Bingslea

Printed Name: Everett H. Bingslea

Title: Secretary

Date: December 23, 2024

Settlement Agreement and Mutual Release

Appendix E, Manson Construction Holding Company

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

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

By: 

Printed Name: John A. Holmes

Title: President

Date: December 23, 2024

Settlement Agreement and Mutual Release

Appendix E, Monsanto Company

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

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

By: Molly M. Jones

Printed Name: Molly M. Jones

Title: Sr. Assistant General Counsel


Date: January 6, 2024

Settlement Agreement and Mutual Release

Appendix E, Six Fourteen South Logistics LLC.

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

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

By: 

Printed Name: HARALD L. HURLEN

Title: PRESIDENT

Date: 27 DEC 2024

Settlement Agreement and Mutual Release

Appendix E, Solutia Inc.

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

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

By: Molly M. Jones

Printed Name: Molly M. Jones

Title: Sr. Asst General Counsel

Date: Jan. 16, 2024

Settlement Agreement and Mutual Release

Appendix E, Weyerhaeuser NR Company

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

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

By: 

Printed Name: Kristy T. Harlan

Title: SVP General Counsel & Corporate Secretary

Date: 1/7/2025

Settlement Agreement and Mutual Release

Appendix F

Funding Party Release

Settlement Agreement and Mutual Release

Appendix F

Settling Funding Party Release

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

DATED:

Continental Holdings, Inc.

January 3, 2025, 2024



By:

Printed Name: Marcy Heronimus

Its: Assistant Secretary

Settlement Agreement and Mutual Release

Appendix G

Intentionally Omitted

Settlement Agreement and Mutual Release

Appendix H
Release and Waiver

Settlement Agreement and Mutual Release

Appendix H

Release and Waiver

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

DATED: _____, 2024

[Insurer]

By: _____

Printed Name: _____

Its: _____

Settlement Agreement and Mutual Release

Appendix I

Notice recipients and addresses

Settlement Agreement and Mutual Release

Appendix I

Notice Recipients

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

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

Settlement Agreement and Mutual Release

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| The Boeing Company | Marc Luesebrink Senior Counsel EHS Law Group The Boeing Company P. O. Box 3707 MX-11XT Seattle, WA 98124-2207 Marc.d.luesebrink@boeing.com | Katie Page Perkins Coie LLP 1201 3 rd Avenue, #4900 Seattle, WA 98101 kpage@perkinscoie.com *As of June 15, 2025 Katie Page Perkins Coie LLP 1301 2 nd Avenue Seattle, WA 98101 kpage@perkinscoie.com |
| Boyer Towing, Inc. / Boyer Logistics, Inc. / Boyer Halvorsen / Kirsten Halvorsen Stahl / Maia Halvorsen | Boyer Halvorsen 7318 Fourth Avenue South Seattle, WA 98108 (206) 763-8696 boyer@boyertowing.com | Kim Maree Johannessen Johannessen & Associates, P.S. 5413 Meridian Ave N., Suite B Seattle, WA 98103 (206) 632-2000 / (206) 471-2361 kmj@johanassocs.com |
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| Chiyoda International Corporation / Chiyoda Corporation | Clark J. Davis (primary notice recipient) Davis Law Office, PLLC 7191 Wagner Way NW, Suite 202 Gig Harbor, WA 98335 (253) 858-9422 cdavis@cjd-law.com | Evan Marcos Chiyoda Corporation Minato Mirai Grand Central Tower, 24th Floor 4-6-2, Minatomirai, Nishi-ku Yokohama 220-8765 Japan (81) 45-274-9382 marcos.dana_evan@chiyodacorp.com |
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Settlement Agreement and Mutual Release

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Settlement Agreement and Mutual Release

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| Glacier Northwest, Inc. / Northwest Aggregates Co. | Pete Stoltz, Sr. Manager Permitting & Government Affairs Glacier Northwest, Inc. 3450 S. 344th Way, Suite 201 Federal Way, WA 98001 (206) 764-3036 pstoltz@calportland.com | Deborah Murphey, Associate General Counsel CalPortland Company 2025 E. Financial Way Glendora, CA 91741 (626) 852-6293 dmurphey@calportland.com |
| Harald Hurlen / Hurlen Construction Co. / Hurlen Logistics, LLC / Six Twenty South Logistics, LLC / Six Fourteen South Logistics, LLC | Harald Hurlen 2505 School Street Solvang, CA 93463-9754 (206) 856-9987 hlhurlen@gmail.com | Alexandra Kleeman Hillis Clark Martin & Peterson P.S. 999 Third Avenue, Suite 4600 Seattle, WA 98104 (206) 470-7697 alexandra.kleeman@hcmp.com |
| Holcim (US) Inc. and its wholly-owned subsidiary, Surplus Items Inc. | Jodie Earle, Director, Litigation & Assistant Secretary Holcim (US) Inc. 6211 N. Ann Arbor Road Dundee, MI 48131 (734) 529-4360 Jodie.Earle@lafargeholcim.com | Paula Jantzen Ryan Whaley PLLC 400 North Walnut Avenue Oklahoma City, OK 73104 (405) 239-6040 pjantzen@ryanwhaley.com |
| International Paper Company | Brian E. Heim, General Counsel EHS & Sustainability International Paper 6500 Poplar Avenue Memphis, TN 38197 (901) 419-3824 Brian.heim@ipaper.com | |

Settlement Agreement and Mutual Release

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

Settlement Agreement and Mutual Release

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

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

Settlement Agreement and Mutual Release

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

Settlement Agreement and Mutual Release

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

Settlement Agreement and Mutual Release

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| Washington State Dept. of Transportation (WSDOT) | <p>Ahmer Nizam WSDOT Environmental Services Director 310 Maple Park Avenue SE Mail Stop 47331 Olympia, WA 98501 (360) 705-7480 Nizama@wsdot.wa.gov</p> <p><i>and</i></p> <p>Morgan Balogh NW Region Assistant Regional Administrator, Maintenance 15700 Dayton Avenue North Mail Stop BN82-119 Shoreline, WA 98133 (206) 440-4656 baloghm@wsdot.wa.gov</p> | <p>Yasmine Tarhouni Brian Thompson Assistant Attorneys General Office of Attorney General Washington State Transportation & Public Construction Division P. O. Box 40113 Olympia, WA 98504-0113 (360) 753-6130 yasmine.tarhouni@atg.wa.gov brian.thompson@atg.wa.gov TPCEF@atg.wa.gov</p> |
| Wells Fargo Bank, N.A. | <p>Mike Johnson, Assistant General Counsel Wells Fargo Legal Department 90 S. 7th Street, 16th Floor Minneapolis, MN 55402 (612) 316-0744 Mike.Johnson@wellsfargo.com</p> | <p>Thomas M. Donnelly Daniel L. Corbett Jones Day 555 California Street, 26th Floor San Francisco, CA 94104 (415) 626-3939 tmdonnelly@jonesday.com dcorbett@jonesday.com</p> |
| WestRock Longview, LLC (f/k/a Longview Fibre Paper and Packaging, Inc.) / WestRock Services, LLC | <p>Nina Butler, Vice President and Senior EHS Counsel – North America Smurfit WestRock 1000 Abernathy Road NE Atlanta, GA 30328 (770) 326-8130 nina.butler@smurfitwestrock.com</p> | <p>David C. Weber, Principal Beveridge & Diamond, PC 600 University Street, Suite 1601 Seattle, WA 98101 (206) 315-4800 / (206) 315-4811 dweber@bdlaw.com</p> |
| Weyerhaeuser Company and its wholly-owned subsidiary, Weyerhaeuser NR Company | <p>Weyerhaeuser Company Attn: Law Department 220 Occidental Avenue South Seattle, WA 98104 (206) 539-4359 Zach.Hiatt@weyerhaeuser.com</p> <p><i>and</i></p> <p>Weyerhaeuser Company Attn: Luke Thies 105 Mills Drive Columbia Falls, MT 59912 (406) 897-8010 Luke.Thies@weyerhaeuser.com</p> | <p>Jeff C. Miller Miller Nash LLP 1140 SW Washington Street, Suite 700 Portland, OR 97205 (503) 205-2542 jeff.miller@millernash.com</p> |

Settlement Agreement and Mutual Release**SETTLEMENT AGREEMENT AND MUTUAL RELEASE BETWEEN CONTINENTAL HOLDINGS, INC.,
THE BOEING COMPANY, THE CITY OF SEATTLE, AND KING COUNTY**

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

RECITALS**WHEREAS,**

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

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

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

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

Settlement Agreement and Mutual Release

levels in the ROD for cPAHs, including BaP, in sediments, and the target level of cPAHs in clam tissue.

E. Ecology gave notice by letter, dated August 2, 2000, to each Respondent that it was a Potentially Liable Person ("**PLP**") under RCW 70A.305.040, after notice and opportunity for comment. Ecology has represented that, absent entry of the Consent Decree as defined below in Recital G, Ecology could have issued preliminary PLP notice letters to others, including the Settling Funding Party.

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

G. The Settling LDWG Parties have negotiated a Consent Decree among themselves, the United States, Ecology, the Settling Funding Party and the other parties listed in an appendix to the Consent Decree (the "**Settling Cash-Out Parties**," defined below) relating to response action at the Site ("**Consent Decree**"). The Settling LDWG Parties will perform Site response action as required by the Consent Decree.

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

I. EPA has issued the **Bridge UAO**, as defined below, to address response actions at the Site that will take place prior to entry of the Consent Decree. The Settling Parties expect that the Bridge UAO will be terminated upon entry of the Consent Decree.

J. The Settling LDWG Parties have entered or may enter into separate settlement agreements with other parties, including but not limited to certain Settling Cash-Out Parties to provide lump sum payments toward past response costs and estimated future response costs for the Site, plus a premium.

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

Settlement Agreement and Mutual Release

- 1. Definitions.** In addition to the definitions that are provided in any other part of this Agreement, the following definitions shall apply to this Agreement. If a definition is not contained herein, the definitions in the Consent Decree shall apply and, if a term is not defined in the Consent Decree, the definitions in CERCLA shall apply to this Agreement. If a term is defined in both the Consent Decree and in CERCLA, the Consent Decree's terms shall apply.

- 1.1 "Allocation MOA"** means the LDW Alternative Dispute Resolution Memorandum of Agreement that governed the Allocation process among the Settling Parties and others.
- 1.2 "Bridge UAO"** means the Unilateral Administrative Order regarding the Lower Duwamish Waterway Site (CERCLA Docket No. 10-2024-1077) and dated July 18, 2024.
- 1.3 "Double Recovery"** is defined as any collateral funds that the Settling LDWG Parties, collectively or any of them, receive from any source that would pay for or reimburse one or more of the Settling LDWG Parties for part or all of the Funding Party's FAR share of Response Costs paid or to be paid under the Decree, such that the Settling LDWG Parties would be reimbursed twice for part or all of the Funding Party's share of costs absent an offset. Provided, however, that the following sources of funds shall not be considered double recovery: (i) MTCA grants issued to the County and/or City; (ii) King County's insurance recovery; (iii) funds the City received in settlement of its lawsuit against Monsanto, et al., Case No. 2-16-cv-00107 RAJ (W.D. WA.); (iv) funds the County has or will receive in settlement of *City of Long Beach v. Monsanto Co.*, No. 2-16-cv-03493-FMO-A (C.D. CA); (v) funds one or more Settling LDWG Parties obtain from parties listed on Appendix D or F of the Consent Decree or the Settling Federal Agencies as defined in the Consent Decree; and, (vi) funds EPA

Settlement Agreement and Mutual Release

disburses to the Settling LDWG Parties pursuant to the Consent Decree.

- 1.4 “Effective Date”** of this Agreement is defined as the date a federal court approves and enters the Consent Decree; provided, however, that the release described in Paragraph 10 of this Agreement shall become effective as set forth in that Paragraph.
- 1.5 “FAR Share”** is defined as the MOA Participant and the United States Allocation shares assigned to each Settling Party in the Final Allocation Report (“**FAR**”) Attachment 1. The Settling Funding Party’s FAR Share is 1.7406%.
- 1.6 “MTCA”** is defined as the Washington State Model Toxics Control Act, Revised Code of Washington (RCW) Chapter 70A.305 and its implementing regulations, the Washington Administrative Code (WAC) Chapters 173-340 and 173-204, including amendments thereto.
- 1.7 “Released Claims”** shall have the meaning set forth in Paragraph 10 below.
- 1.8 “Response Costs”** means Past Response Costs, Interim Response Costs, and Future Response Costs as defined in Section 2.1 through 2.5 below.
- 1.9 “Settling Cash-Out Party”** is defined as each entity that participated in the Allocation and that executes a final settlement agreement with the Settling LDWG Parties that requires the Settling Cash-Out Party to pay its FAR Share of the Settling LDWG Parties’ Past Response Costs and Future Response Costs, plus a premium, or such other amount as agreed to by the Settling LDWG Parties. Each Settling Cash-out Party is listed in Appendix D to the Consent Decree (collectively, “**Settling Cash Out Parties**”).

Settlement Agreement and Mutual Release

- 1.10** “**Settling Funding Party**” is Continental Holdings Inc. as a successor to Continental Can Company, Inc.
- 1.11** “**Settling LDWG Party**” is defined as one of The Boeing Company, the City of Seattle, and King County.
- 1.12** “**Settling Parties**” for purposes of this Agreement is defined as the Settling Funding Party and Settling LDWG Parties collectively, with each individually referred to as a “**Settling Party.**”
- 1.13** The “**Site**” or the “**Lower Duwamish Waterway Site**” is as defined in the Consent Decree.
- 1.14** “**Waste Materials**” means any material now or hereafter defined as (a) any “hazardous substance” under section 101(14) of CERCLA; (b) any pollutant or contaminant under section 101(33) of CERCLA; (c) any “solid waste” under section 1004(27) of the Resource Conservation and Recovery Act; and (d) any “hazardous substance” under MTCA, RCW 70A.305.020(13).

2. Settlement Payments.

- 2.1** Within thirty (30) days after the Effective Date, the Settling Funding Party shall pay \$1,301,843.76, as directed by the Settling LDWG Parties. This payment amount is Settling Funding Party’s FAR Share of \$74,792,816.15, which, solely for the purpose of this Agreement, is the total amount of Response Costs for the Site that Settling LDWG Parties and Settling Funding Party have agreed are recoverable under CERCLA or MTCA and were incurred through December 31, 2022 (“**Past Response Costs**”).
- 2.2** Within sixty (60) days of receiving a payment demand from the Settling LDWG Parties, the Settling Funding Party shall pay its FAR Share of Response Costs incurred by the Settling LDWG Parties

Settlement Agreement and Mutual Release

between January 1, 2023, and the Effective Date ("**Interim Response Costs**").

2.3 The Settling Funding Party shall pay its FAR Share of the Settling LDWG Parties' Response Costs incurred after the Effective Date ("**Future Response Costs**").

2.4 **Interim Response Costs** and **Future Response Costs** under this agreement are limited to all costs that the **Settling LDWG Parties** reasonably allocate among themselves consistent with their respective **FAR Shares** in a timely manner.

2.5 Solely for the purpose of this Agreement, **Interim Response Costs** and **Future Response Costs** do not include costs the Settling LDWG Parties incur to provide the financial assurance mechanism that the Bridge UAO or Consent Decree requires them to provide.

2.6 The Settling LDWG Parties will establish a Trust (with a trustee) to receive funds for Future Response Costs from the Settling Funding Party ("**Trust**" and "**Trustee**"). The Settling LDWG Parties will direct the Trustee to issue an invoice within sixty (60) days after the Effective Date to the Settling Funding Party for its FAR Share of estimated Response Costs from the Effective Date through the remainder of the funding year in question, with each year running from January 1st through December 31st. The Settling Funding Party will pay the invoice no more than sixty (60) days after receipt.

2.6.1 The Settling LDWG Parties will direct the Trustee to draw on funds received from the Settling Funding Party to pay its FAR Share of Future Response Costs for the funding year period as those costs are incurred or invoiced for payment or reimbursement.

2.6.2 When funds are withdrawn from the Trust to pay or reimburse for the Settling Funding Party's share of costs, the Settling Funding Party shall be

Settlement Agreement and Mutual Release

provided with copies of the same invoices and/or other documentation the LDWG Parties receive.

- 2.6.3** If a shortfall is anticipated for the current funding year, a call for additional funds will be made by the Trustee to the Settling Funding Party to cover the Settling Funding Party's FAR Share of the estimated shortfall of costs through the end of the current funding year with funds due in ninety (90) days.
- 2.6.4** The Settling Funding Party will be provided with the same information provided by the Trustee to the Settling LDWG Parties regarding the notice of a potential shortfall and the calculation of the amount.
- 2.6.5** The Settling LDWG Parties will direct the Trustee to thereafter issue an invoice to the Settling Funding Party by November 1st of each year for its FAR Share of estimated Response Costs for the subsequent funding year. The Settling Funding Party will pay each invoice no more than sixty (60) days after receipt.
- 2.6.6** The Settling Funding Party will be provided with the same budgeting information available to the Settling LDWG Parties before the estimate of Response Costs for the coming funding year is finalized.
- 2.6.7** Neither the Trustee nor the Settling LDWG Parties have any obligation to invest funds paid by the Settling Funding Party or to deposit such funds into an interest-bearing account. However, if interest is earned or there is a positive return on invested funds from the Settling Funding Party, such interest or investment return shall inure to the benefit of the Settling Funding Party.
- 2.6.8** The Settling LDWG Parties shall direct the Trustee to provide the Settling Funding Party with an annual report showing the amounts and vendors paid with funds from the Settling Funding Party and any interest earned or positive return on investment of funds paid by the Settling Funding Party.

Settlement Agreement and Mutual Release

- 2.7** Twelve percent (12%) interest will accrue on any amount owed by the Settling Funding Party if not paid by the due date.
- 2.8** The Settling LDWG Parties will not charge the Settling Funding Party for amounts that would constitute a Double Recovery.
- 2.9** In the event a Settling LDWG Party receives a Double Recovery, that Settling LDWG Party shall repay the Settling Funding Party's share of the amount that qualified as a Double Recovery to the Trust for deposit in the sub-account of the Settling Funding Party within sixty (60) days of the Settling LDWG Party's acknowledgment that a Double Recovery was received or a determination through dispute resolution under this Agreement or by a court that a Double Recovery was received. If not paid within the sixty (60) days, such funds shall accrue twelve percent interest (12%) in favor of the Settling Funding Party until paid.

3. Other Entities.

- 3.1** The Settling LDWG Parties will have the sole right to bring and exclusive control over any future contribution or cost-recovery litigation to recover Response Costs from any entity.
- 3.2** Except for any funds that constitute a Double Recovery, the Settling LDWG Parties will be the sole beneficiaries of proceeds received from any other party for Response Costs, whether through a judgment or settlement.
- 3.3** The Settling Funding Party will be responsible for negotiating and paying the Port, whether in settlement or as a result of a judgment, whatever share of the Port's past response costs that the Settling Funding Party and the Port or a court determines is appropriate.

Settlement Agreement and Mutual Release

- 4. Control of the Work.** The Settling LDWG Parties shall control the means, manner and scope of the Work (defined in the Consent Decree) in consultation with EPA and the contractors. The Settling Funding Party is not entitled to control over the Work or any role in decision-making concerning the Work.
- 5. Disputes.** The Settling Funding Party shall be able to reasonably dispute: (a) whether invoiced costs constitute Response Costs, including whether they are necessary and consistent with the National Contingency Plan; (b) whether a Double Recovery has occurred; (c) whether the Settling Funding Party's FAR Share of the invoiced costs has been calculated correctly; and (d) whether there are mathematical errors or other mistakes in an invoice, such as double-counting of costs.
- 5.1** Any dispute must be initiated by the Settling Funding Party within sixty (60) days of an invoice, or within sixty (60) days of when it knew or should have known of an alleged Double Recovery.
 - 5.2** Any dispute over costs shall first be addressed by a good faith effort by the Settling Parties to reach agreement. If that is not successful within a reasonable amount of time, then any of the Settling Parties may require that the Settling Parties involved in the dispute engage a mutually acceptable person with knowledge of the recoverability of costs incurred under CERCLA to render a recommendation. Costs for engaging the person shall be borne seventy-five percent (75%) by the Settling LDWG Parties involved in the dispute and twenty-five (25%) by the Settling Funding Party, unless the dispute is between the Settling Funding Party and only one of the Settling LDWG Parties in which case the costs for engaging the person would then be borne fifty percent (50%) by that single Settling LDWG Party and fifty percent (50%) by the Settling Funding Party.
 - 5.3** The Settling Funding Party shall pay the full amount invoiced while the dispute proceeds, unless the Settling LDWG Parties agree otherwise.

Settlement Agreement and Mutual Release

If a dispute is resolved in favor of the Settling Funding Party, the Settling Funding Party will be assigned a credit for the disputed amount that was paid, with twelve percent (12%) interest accrued on that amount from the date the dispute was initiated until the date of resolution.

5.4 Settling Parties reserve the right to engage in litigation over disputes regarding this Agreement if good faith discussions and mediation are not successful in resolving the dispute.

6. Financial Assurance. The attached Guaranty of Lumen Technologies, Inc. and Level 3 Parent LLC ("**Guaranty**") forms a part of the consideration for this Agreement without which the Settling LDWG Parties would not have agreed to settle.

7. Liability. The Settling Funding Party will remain jointly and severally liable to the United States and the State of Washington as long as the Settling LDWG Parties are jointly and severally liable to the United States and the State of Washington.

7.1 Settling Funding Party's joint and several liability under the Consent Decree will be as provided in the Consent Decree.

7.2 As long as the Settling Funding Party or its Guarantors meet the Settling Funding Party's obligation under this Agreement and the Consent Decree to pay its 1.7406% FAR Share of Response Costs in accordance with the terms of this Agreement, the Settling Funding Party is not jointly and severally liable to the Settling LDWG Parties and will only be responsible to the Settling LDWG Parties for funding its own FAR Share of Response Costs, as provided in this Agreement.

8. Insurance. Whenever the Settling LDWG Parties execute a new contract after the Effective Date with a consultant or contractor and the Settling LDWG Parties are named as additional insured(s) or indemnified in policies by consultants or contractors retained

Settlement Agreement and Mutual Release

for the Work, they will use commercially reasonable efforts to require their consultants or contractors to extend the insurance coverage or indemnity so that the Settling Funding Party is also named as an additional insured/indemnatee under the same policies.

- 9. Consent Decree.** The Settling Funding Party shall sign the Consent Decree and shall not object to the Consent Decree.

9.1 The Settling Funding Party agrees that its 1.7406% FAR Share may be included in the Consent Decree and/or an appendix thereto.

- 10. Released Claims.**

10.1 Subject to the reservations in Paragraph 11, the Settling Funding Party and the Settling LDWG Parties shall mutually release each other for the “**Matters Addressed**,” as defined in the Consent Decree (“**Released Claims**”); however, this mutual release is conditioned upon each individual Settling Party fulfilling its obligations under the Consent Decree and this Agreement. Any Settling Party that does not fulfill its obligations under the Consent Decree or this Agreement and does not cure its default within sixty (60) days or as otherwise mutually agreed, shall no longer benefit from the release.

10.2 The release by the Settling Funding Party of claims against the Settling LDWG Parties shall take effect on the Effective Date. The release by the Settling LDWG Parties of the Settling Funding Party shall take effect upon payment by the Settling Funding Party of its FAR Share of Past Response Costs.

10.3 The Settling Funding Party shall sign an Appendix to the settlement between the Settling LDWG Parties and the Settling Cash-Out Parties that is a release between the Settling Funding Party and the Settling Cash-Out Parties as described in Appendix F to the settlement between the Settling LDWG Parties and the Settling Cash-out Parties.

Settlement Agreement and Mutual Release

11. Reservations. The Released Claims do not include the claims listed below and the Settling Parties to which the releases apply reserve all claims and defenses at law or in equity against each other for the claims listed below.

- 11.1** Breach or enforcement of the Allocation MOA, except for the reallocation of shared Allocation costs and database costs, which are being settled separately.
- 11.2** Breach of this Agreement.
- 11.3** Natural resource damages that a natural resource trustee has claimed or may claim against a Settling Party now or in the future.
- 11.4** Source control requirements imposed by Ecology or EPA, or the City or County consistent with Paragraph 11.10.
- 11.5** Personal injuries.
- 11.6** The presence of Waste Materials at any other CERCLA or MTCA site or area, including but not limited to the Harbor Island Superfund Site or any of its Operable Units, including Waste Materials that migrated to any other site or area from the Lower Duwamish Waterway Site.
- 11.7** As to each Settling Party, any release(s) of Waste Materials, including migration, to the Site initially occurring, and for which that Settling Party has potential liability, between the date that this Agreement is signed and the Effective Date.
- 11.8** Response Costs incurred by the Settling LDWG Parties for new or additional remedial actions due to the negligent, reckless or intentional disturbance of a remedial cap by the Settling Funding Party.
- 11.9** The releases provided in Paragraph 10 do not extend to any entity that: (1) is or becomes affiliated with the Settling Funding Party (such as through an indemnity, merger or acquisition); (2) meets the definition in CERCLA of a Potentially Responsible Party or the

Settlement Agreement and Mutual Release

definition in MTCA of a Potentially Liable Party for the Lower Duwamish Waterway Site; (3) did not participate as a party in the Allocation; and (4) was not disclosed in the Allocation as a Potentially Liable Party or a Potentially Responsible Party (disclosure as a “Related Party” is insufficient).

11.10 The City and County reserve their rights to enforce any federal, state or local laws, including but not limited to enforcement of laws regarding controlling sources of contamination, to the extent that they do not seek performance of the Work or recovery for past Response Costs or future Response Costs.

11.11 The Settling LDWG Parties reserve their rights for breach of their separate settlement agreement among themselves.

12. Bar Order. The Settling Funding Party shall not object to and may join in a request that the court issue an order that bars all claims arising out of or related to Response Costs or Matters Addressed, as those terms are defined in the Consent Decree, that are brought against the Settling Parties or Settling Cash Out Parties by anyone, including claims by the United States and State of Washington (other than the claims reserved by the United States and the State of Washington in the Consent Decree) (“**Bar Order Claims**”). Bar Order Claims may be styled (without limitation) as claims for cost recovery, contribution, equitable indemnity, or damages under CERCLA, MTCA, other federal or state statutes, or the common law. Provided, however, that the Bar Order will not apply to bar claims that a Settling Party has breached this Agreement or has defaulted on its obligations under the Consent Decree. Further, the Bar Order shall not apply to settlement of the County’s claims in the Monsanto PCB class action settlement process in *City of Long Beach v. Monsanto Company*, U.S. District Court Central District of California – Western Division Case No. 2:16-cv-03493-FMO-AS, if still pending.

Settlement Agreement and Mutual Release

13. Disclosure. The Settling Funding Party consents and will not object to the Settling LDWG Parties, in their sole discretion, disclosing in contribution or cost recovery litigation or settlement negotiations regarding the Site, all or portions of Axlors remedial cost estimate report, all or portions of the FAR and its appendices, the Allocation parties' respective Allocation shares, that the Settling Funding Party agrees to pay its FAR Share of the Settling LDWG Parties' past Response Costs, and that the Settling Funding Party agrees to pay its FAR Share of the Settling LDWG Parties' future Response Costs. The Settling LDWG Parties shall seek a protective order with respect to use of the FAR and/or any portion of the FAR appendices in litigation or any other proceeding and shall seek a confidentiality agreement before disclosing the FAR and its appendices with any party that did not participate in the Allocation.

13.1 The Settling Funding Party consents to King County's disclosure to the State of Washington Department of Ecology, if needed for purposes of grant funding administration, only the portion(s) of the FAR addressing King County's insurance recovery and grant funding, with all other participant names or identifying information redacted, and made expressly on the condition that such disclosure is limited in scope and in no event effects any broader disclosure or waiver of the County's or other parties' mediation privilege as to the FAR otherwise.

13.2 The Settling LDWG Parties consent and will not object to the Settling Funding Party's disclosure of the FAR and its appendices in defense to a contribution or cost recovery claim, whether in litigation or settlement negotiations under CERCLA or MTCA regarding the Site. If the Settling Funding Party wishes to disclose the FAR in such litigation, it shall seek a protective order prior to disclosing the FAR and/or any portion of the FAR appendices in such litigation.

13.3 Nothing in this Agreement is intended to limit or restrict disclosure of the FAR as permitted by the Allocation MOA.

Settlement Agreement and Mutual Release

13.4 The Settling LDWG Parties and the Settling Funding Party agree nothing in this Agreement, including the limited, permitted disclosure of all or portions of the FAR and its appendices, constitutes a general waiver of the mediation privilege for the FAR and its appendices or for any other documentary or oral communication made in the context of the Allocation or in the related mediations and settlement negotiations, and further agree that they will not assert the mediation privilege has been waived more broadly than expressly allowed in this Agreement or in the Allocation MOA.

- 14. Future Cash-Out Settlement.** The Settling Funding Party may seek a cash-out settlement with the Settling LDWG Parties in the future.
- 15. Transfer of Claims.** The Settling Funding Party represents and warrants that no other person or entity has claimed or now claims any interest in the Released Claims, or any interest in the subject matter of this Agreement. The Settling Parties, and each of them, represent and warrant that they have not sold, assigned, transferred, conveyed, donated or otherwise set over to any person or entity any claim or demand relating to the matters covered by this Agreement. The Settling Funding Party agrees it will not transfer its obligations under this Agreement or under the Consent Decree to any other person or entity without the express written consent of the Settling LDWG Parties.
- 16. Agreement Not An Admission.** This Agreement is made as a negotiated compromise and settlement of disputed claims. This Agreement shall not constitute, nor shall it be construed as or deemed to be evidence of, any admission of liability or wrongdoing or the truth of any allegations or correctness of any claims asserted by any of the Settling Parties. Nor shall this Agreement be deemed to be evidence of the existence, nature or amount of damages alleged by any Settling Party, as all payments made hereunder are in compromise only, and to avoid litigation.

Settlement Agreement and Mutual Release

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

Settlement Agreement and Mutual Release

subsidiaries, agents, heirs, successors, assigns, principals, officers, directors, members, governors, employees, and vessels.

- 23. Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Agreement shall be heard in King County Superior Court in Seattle.
- 24. Notice.** Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated below and/or the designees of the Guarantors as indicated in Section 10 of the attached Guaranty. The Settling Parties will provide in writing changes or updates to their respective notice recipients as necessary.

| Settling Party | Designated Notice Recipient | Co-Recipient of Written Communications |
|-----------------|--|---|
| City of Seattle | Laura Wishik, Assistant City Attorney Seattle City Attorney's Office 701 5th Avenue, Suite 2050 Seattle, WA 98104 (206) 684-8199 Laura.Wishik@seattle.gov | Megan Joplin, Assistant City Attorney Seattle City Attorney's Office 701 5th Avenue, Suite 2050 Seattle, WA 98104 (206) 615-0885 Megan.Joplin@seattle.gov |
| King County | Kristie Elliott King County Prosecuting Attorney's Office 701 Fifth Avenue, Suite 600 Seattle, WA 98104 (206) 477-6758 Kristie.Elliott@kingcounty.gov | Jeff Stern King County Wastewater Treatment Division KSC-NR-0512 201 S. Jackson Street Seattle, WA 98104-3855 (206) 477-5479 Jeff.Stern@kingcounty.gov |

Settlement Agreement and Mutual Release

| Settling Party | Designated Notice Recipient | Co-Recipient of Written Communications |
|----------------------------|---|---|
| | | Debra Williston King County Wastewater Treatment Division KSC-NR-0512 201 S. Jackson Street Seattle, WA 98104-3855 (206) 477-4850 Debra.Williston@kingcounty.gov |
| The Boeing Company | Katie Page Perkins Coie LLP 1201 Third Avenue Suite 4900 Seattle, WA 98101 kpage@perkinscoie.com | Marc Luesebrink Senior Counsel EHS Law Group The Boeing Company PO Box 3707 MX-11XT Seattle, WA 98124-2207 Marc.d.luesebrink@boeing.com |
| Continental Holdings, Inc. | Marcy Heronimus Assistant Secretary 931 14 th Street, 9 th Floor Denver, CO 80202 Marcy.Heronimus@Lumen.com | Vann Ellerbruch Senior Attorney 931 14 th Street, 9 th Floor Denver, CO 80202 Vann.Ellerbruch@Lumen.com |

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

Settlement Agreement and Mutual Release

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

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

DATED: December 20 2024

CONTINENTAL HOLDINGS INC.,
The Settling Funding Party

By: 

Printed Name: Marcy Heronimus

Its: Assistant Secretary

DATED: _____, 2024

THE BOEING COMPANY,
A Settling LDWG Party

By:

Printed Name:

Its:

Settlement Agreement and Mutual Release

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

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

DATED: _____, 2024

CONTINENTAL HOLDINGS INC.,
The Settling Funding Party

By: _____

Printed Name: _____

Its: _____

DATED: January 9, 2025

THE BOEING COMPANY,
A Settling LDWG Party

By: 

Meredith Weinberg

Printed Name: _____

Counsel (Perkins Coie LLP)

Its: _____

Settlement Agreement and Mutual Release

DATED: _____, 2024

CITY OF SEATTLE,

A Settling LDWG Party

By:

Printed Name: _____

Its: _____

DATED: _____, 2024

KING COUNTY,

A Settling LDWG Party

By:

Printed Name: _____

Its: _____

Settlement Agreement and Mutual Release

GUARANTY OF LUMEN TECHNOLOGIES, INC. AND LEVEL 3 PARENT LLC

This Guaranty of Lumen Technologies, Inc. and Level 3 Parent LLC (“Guaranty”) is made in connection with, and as part of the consideration for, the Settlement Agreement and Mutual Release Between Continental Holdings, Inc., The Boeing Company, the City of Seattle, and King County (“Settlement Agreement”) to which this Guaranty is attached.

Definitions:

1. The definitions in the Settlement Agreement shall apply to this Guaranty as if fully set forth herein.
2. “CHI” shall mean Continental Holdings, Inc., the Settling Funding Party under the Settlement Agreement;
3. “Guarantor” or “Guarantors” shall mean one or both of Lumen Technologies, Inc. (“Lumen”) and Level 3 Parent LLC (“Level 3”). Except as otherwise set forth in this Guaranty, the terms “Guarantor” and “Guarantors” are used interchangeably and in each case means each Guarantor separately and together;
4. “Party” or “Parties” as used in this Guaranty shall mean and include one or both of the Guarantors together with CHI and the Settling LDWG Parties.

Guaranty:

For and in consideration of the mutual promises set forth herein and in consideration of the mutual promises set forth in the Settlement Agreement, the Guarantors and each of them, separately and together, agree as follows:

Settlement Agreement and Mutual Release

1. The above definitions and the terms of the Settlement Agreement are incorporated into this Guaranty as if fully set forth herein.

2. Each Guarantor separately, and together, absolutely and unconditionally guarantees CHI's timely payment of its payment obligations under the Settlement Agreement. This Guaranty applies to and is for payment, not collection.

3. If CHI defaults on any payment obligation under the Settlement Agreement, or otherwise fails for any reason to make any payment in a timely fashion, Level 3 in its capacity as the primary Guarantor, within ten (10) business days of receipt of a written demand by the Settling LDWG Parties, will absolutely, unconditionally, and fully pay that amount and all future amounts to the Settling LDWG Parties in the manner described in the Settlement Agreement. Settling LDWG Parties must make commercially reasonable efforts to obtain payment under this Guaranty from Level 3 before making a written demand for payment under this Guaranty from Lumen. In the event that Level 3 does not respond to a written demand for payment by the Settling LDWG Parties by making such payment within thirty (30) days of a written demand or is otherwise unable to fulfill the obligations set forth in this Guaranty for any reason, including because of any voluntary or involuntary liquidation, insolvency, bankruptcy, or reorganization of, or any other such events with respect to Level 3, then Lumen in its capacity as the secondary Guarantor, within thirty (30) days of receipt of a written demand by the Settling LDWG Parties, will absolutely, unconditionally, and fully pay that amount and all future amounts to the Settling Parties in the manner described in the Settlement Agreement.

4. In any effort to enforce this Guaranty, the prevailing party under such action shall be paid its attorney fees and costs by the opposing party.

Settlement Agreement and Mutual Release

5. This Guaranty shall not be discharged, reduced in its scope, or otherwise affected by: (i) any waiver of, extension of time with respect to, or failure to enforce, any obligation of CHI and/or the Guarantor(s) to the Settling LDWG Parties together, or any of them individually, (ii) any failure of the Settling LDWG Parties, or any of them individually, to give notice after the initial notice of any subsequent default or failure to pay by CHI or any other notice, (iii) any transfer by CHI of its interest in the underlying obligations, (iv) any unilateral attempt by Guarantor(s) to discharge any of CHI's obligations, or any compromise, settlement, release, renewal, change in, or modification of such obligations, (v) any voluntary or involuntary liquidation, insolvency, bankruptcy, or reorganization of, or any other such events with respect to, CHI, (vi) any setoff or counterclaim that CHI may have, or (vii) any other circumstances which might otherwise constitute a legal or equitable defense or discharge of a guarantor or surety.

6. Guarantors shall not be entitled to and hereby waive any and all defenses available to Guarantors, sureties and other secondary parties at law or in equity. Upon CHI's failure to pay as set forth in Paragraph 3 above, in order to hold either or both of the Guarantors liable hereunder, the Settling LDWG Parties need not further demand or resort to payment or performance by CHI or demand or resort to payment from any other person or corporation, their properties or assets or to any security, property or other rights or remedies whatsoever. Settling LDWG Parties shall have the right to enforce this Guaranty irrespective of whether or not legal proceedings or other enforcement efforts against CHI are pending. Without limiting the foregoing, it is understood that repeated and successive demands may be made to either or both of the Guarantors and recoveries may be had hereunder and this Guaranty shall nevertheless

Settlement Agreement and Mutual Release

remain in force and effect and shall apply to each and every subsequent payment obligation under the Settlement Agreement.

7. This Guaranty shall be a continuing, absolute, and unconditional guaranty, and shall remain in full force and effect until all monies guaranteed have been paid in full. Each Guarantor acknowledges that the total amount of CHI's obligation under the Settlement Agreement is unknown at this time and each nevertheless agrees to guaranty the full amount of CHI's obligation whatever it may be.

8. The Settling LDWG Parties, separately or together, may enforce this Guaranty directly against either or both of the Guarantors as set forth in Paragraph 3, whether or not the Settling LDWG Party or Parties are taking or have taken any actions against or with respect to CHI. The failure of Settling LDWG Parties to take any action against CHI shall in no way impair the obligations of Guarantors under this Guaranty.

9. Guarantors hereby acknowledge that (i) each will be benefitted by this Guaranty; (ii) this Guaranty does not violate any other contracts or obligations of the Guarantors and is the legal, valid, and binding obligation of the Guarantors; and (iii) each Guarantor has independently reviewed the facts underlying the anticipated Response Costs under the Consent Decree, made its own assessment thereof, and has not relied upon any representation of the Settling LDWG Parties as to the total amount of Response Costs to which CHI is obligated to contribute.

10. Notices to the Guarantors shall be made by regular US Mail or by email to the following:

| Guarantor | Designated Notice Recipient | Co-Recipient of Written Communications |
|--------------------|--|---|
| Level 3 Parent LLC | Lumen Legal Department 931 14 th Street, 9 th Floor | Vann Ellerbruch Senior Attorney |

Settlement Agreement and Mutual Release

| Guarantor | Designated Notice Recipient | Co-Recipient of Written Communications |
|--------------------------|--|---|
| | Denver, CO 80202 Legalaffairs@Lumen.com | 931 14 th Street, 9 th Floor Denver, CO 80202 Vann.Ellerbruch@Lumen.com |
| Lumen Technologies, Inc. | Lumen Legal Department 931 14 th Street, 9 th Floor Denver, CO 80202 Legalaffairs@Lumen.com | Vann Ellerbruch Senior Attorney 931 14 th Street, 9 th Floor Denver, CO 80202 Vann.Ellerbruch@Lumen.com |

11. Each Party to this Guaranty acknowledges that it has been represented by legal counsel, and that each has reviewed, and has had the benefit of legal counsel's advice concerning, all of the terms and conditions of this Guaranty and all of the Work required under the Consent Decree and any estimated total amount of Response Costs.

12. Each Party acknowledges that this Guaranty is the product of informed, arms-length negotiations among the Parties, and if any part of this Guaranty is deemed ambiguous or in conflict, it shall be construed as if it were drafted jointly by all Parties.

13. Each Party represents and warrants that each person who has signed this Guaranty in a representative capacity on that Party's behalf is duly authorized to enter into this Guaranty and to bind the Party on whose behalf he or she is signing.

14. The Parties, and each of them, represent and warrant that the representations made in this Guaranty are true and correct, and that they have the sole right and exclusive authority to execute this Guaranty and to receive the consideration therefor.

15. This Guaranty shall be binding on successors and assigns of the Parties and shall inure to the benefit of each Party's parent companies, subsidiaries, agents, heirs, successors,

Settlement Agreement and Mutual Release

assigns, principals, officers, directors, members, governors, employees, and vessels. This Guaranty shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Guaranty shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Parties agree that any dispute arising under this Guaranty shall be heard in King County Superior Court in Seattle. This Guaranty may be executed in counterparts and by facsimile or portable document format (.pdf) signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

DATED: Dec 20, 2024

LUMEN TECHNOLOGIES, INC.

By:

Printed Name: Andrea Genschaw

Its:

Chief Accounting Officer and Controller

Settlement Agreement and Mutual Release

DATED: Dec 20, 2024

LEVEL 3 PARENT LLC

By: Agus Shu

Printed Name: Andrea Genschaw

Its: Chief Accounting Officer and Controller

DATED: _____, 2024

THE BOEING COMPANY,

A Settling LDWG Party

By:

Printed Name: _____

Its: _____

DATED: _____, 2024

CITY OF SEATTLE,

A Settling LDWG Party

By:

Printed Name: _____

Its: _____

Settlement Agreement and Mutual Release

DATED: _____, 2024

LEVEL 3 PARENT LLC

By:

Printed Name: _____

Its: _____

DATED: January 9, 2025

THE BOEING COMPANY,

A Settling LDWG Party

By:



Meredith Weinberg

Printed Name: _____

Counsel (Perkins Coie LLP)

Its: _____

DATED: _____, 2024

CITY OF SEATTLE,

A Settling LDWG Party

By:

Printed Name: _____

Its: _____

Settlement Agreement and Mutual Release

DATED: _____, 2024

KING COUNTY,

A Settling LDWG Party

By:

Printed Name: _____

Its: _____

*Shared Allocation and Database Costs
Settlement Agreement*

**SETTLEMENT AGREEMENT REGARDING SHARED ALLOCATION AND
DATABASE COSTS**

This Settlement Agreement Regarding Shared Allocation and Database Costs (“**Allocation Costs Settlement Agreement**”) is entered into by and between the “**Non-LDWG Parties**” (as defined below), on the one hand, and the “**LDWG Parties**” (as defined below), on the other hand. The Non-LDWG Parties and LDWG Parties collectively shall be referred to as the “**Settling Parties**,” and each individually as a “**Settling Party**.” This Allocation Costs Settlement Agreement shall be effective on the date when all Settling Parties have signed this Allocation Costs Settlement Agreement (“**Effective Date**”).

WHEREAS,

A. The Settling Parties engaged in an alternative dispute resolution process called the Duwamish Allocation;

B. The Duwamish Allocation was governed by an agreement called the Alternative Dispute Resolution Memorandum of Agreement (April 2014), and any subsequent amendments thereto (“**Allocation MOA**”);

C. Paragraph 11.2 of the Allocation MOA provided that the LDWG Parties and the Port of Seattle would initially pay half of the “Shared Costs,” as defined in the Allocation MOA (the definition of which is provided below in Paragraph 1.4), and the other half initially would be shared equally by the Non-LDWG Parties;

D. Paragraph 11.3 of the Allocation MOA provided that once the Duwamish Allocation was completed, the parties would reallocate “Shared Costs” to reflect the Final Allocation, as defined in the Allocation MOA. The Settling Parties agree that their Final Allocation shares for this purpose are the shares on the “Participating Parties Plus US” attachment to the Final

***Shared Allocation and Database Costs
Settlement Agreement***

Allocation Report (“**FAR**”) (i.e. FAR Attachment 1). The Settling Parties wish to memorialize the amount of Shared Costs and their reallocation in this Allocation Costs Settlement Agreement; and

E. The parties to the Allocation MOA paid for the costs of a shared document repository and database (“**Database Costs**”). The Settling Parties dispute whether the Database Costs are “Shared Costs,” subject to reallocation under the Allocation MOA, but have decided to settle that dispute in this Allocation Costs Settlement Agreement.

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

1. Definitions.

1.1 “**LDWG Parties**” means the City of Seattle, King County and The Boeing Company.

1.2 “**Non-LDWG Parties**” means all other parties to this Allocation Costs Settlement Agreement.

1.3 “**Duwamish Allocation Trust**” means the trust that has handled funds from the parties participating in the Duwamish Allocation and the payments to the Allocator and others. The Trustee is Dan Silver.

1.4 “**Shared Costs**” were defined in the Allocation MOA Paragraph 11.1 as follows:

"Shared Costs" are “costs incurred pursuant to the contract with the Allocator pursuant to Section 4.2 [of the MOA] and any other contract or invoice approved by a majority of the Steering Committee for services related to the Allocation Process. If the Steering Committee determines certain costs should be shared on other than a per capita or Final Participating Party Equitable Share basis, it shall notify the Participating Parties and give them an opportunity to comment before issuing any

***Shared Allocation and Database Costs
Settlement Agreement***

notice of Shared Costs that would contain an adjustment for those costs. Any such determination requires the approval of a majority of the Steering Committee.”

2. Reallocation of Shared Costs.

2.1 The Settling Parties agree that Shared Costs include fees and costs for:

1. The Allocator (John Barkett and others at Shook Hardy Bacon LLP)
2. Axlor Future Cost Estimate
3. Trustee Dan Silver
4. Paralegal Support for Allocation
5. Third Party Support for Mediation
6. Tax Return Accounting

2.2 To effectuate the Settling Parties’ agreement on reallocation of the Shared Costs, the City, which holds the contract with the Trustee, shall direct the Trustee to issue invoices to the following Settling Parties to pay the amounts specified in Column B of Attachment 1 (titled, “Payments and Distributions of Shared Allocation Costs and Database Costs”) into the Duwamish Allocation Trust: The Boeing Company, the City of Seattle, Duwamish Shipyard, Inc., Pharmacia, Continental Can Co./Continental Holdings, Inc., and PACCAR Inc. The Trustee shall also be directed to send invoices to the City of Seattle and The Boeing Company for the amounts in paragraph 3.1. Payments shall be made within thirty (30) days of receipt of the invoice.

2.3 The City will direct Trustee Dan Silver to disburse the payments made pursuant to Paragraph 2.2 to the Settling Parties other than those identified in Paragraph 2.2. Those payments shall be made by Trustee Dan Silver in accordance with the amounts shown in Column C of Attachment 1 (“Distributions of Shared Allocation Costs”) and further payment instructions as stated in Attachment 1.

***Shared Allocation and Database Costs
Settlement Agreement***

3. Settlement of Database Costs.

3.1 The Settling Parties do not agree whether the Database Costs qualify as Shared Costs under the Allocation MOA, and therefore do not agree which part(ies) are responsible for payment of the Database Costs. In order to resolve the dispute over Database Costs, the LDWG Parties shall pay the following amounts, totaling Four Hundred Thousand and 00/100 Dollars (\$400,000):

3.1.1 Boeing: \$214,358.38

3.1.2 City of Seattle: \$125,852.28

3.1.3 King County: \$59,789.34, to be made by way of a \$59,789.34 reduction in the \$180,151.45 amount to be paid to the County, for a net total payment to the County of \$120,362.11, as set forth in Column F of Attachment 1.

These payments are reflected in Column D of Attachment 1 (“Payments of Database Costs.”)

3.2 The City will direct Trustee Dan Silver to disburse the payments made pursuant to Paragraph 3.1 to the Non-LDWG Parties in accordance with Column E in Attachment 1 (“Distributions of Database Costs”) and further payment instructions as stated in Attachment 1.

3.3 The payments to and disbursements by Trustee Dan Silver required by Paragraphs 2.2, 2.3, 3.1, and 3.2 above are combined as shown in Column F in Attachment 1. Parties required to make payments to Trustee Dan Silver under Paragraphs 2.2 and 3.1 are authorized to make a single payment as shown in Column F in Attachment 1. Trustee Dan Silver is authorized to disburse a single payment to each Settling Party entitled to a payment as shown in Column F in Attachment 1.

***Shared Allocation and Database Costs
Settlement Agreement***

- 3.4 The LDWG Parties shall not have responsibility for distribution of the payments made pursuant to Paragraph 3.1 to or among the Non-LDWG Parties, and the Non-LDWG Parties agree that they shall not bring any claims against one or more LDWG Parties or against one another based on the distribution of the payments made pursuant to Paragraph 3.1 to or among Non-LDWG Parties.
- 3.5 The LDWG Parties shall retain copies of the shared database for purposes of complying with their records retention obligations in the Unilateral Administrative Order issued by EPA on July 18, 2024 (Docket No. 10-2024-1077) and the Consent Decree that the Settling Parties may enter into with EPA in the future. The LDWG Parties are not obligated to maintain the documents in a database in a searchable format. The “copy of the shared database” may be in any electronic format that the LDWG Parties deem appropriate. The LDWG Parties shall expeditiously notify the other Settling Parties when they receive an EPA information request for information or records in the database, addressing such notice to the designees according to paragraph 10 of this Allocation Costs Settlement Agreement. Such notice shall include a copy of EPA’s request. The LDWG Parties may disclose the information and records in the database to respond to EPA information requests, provided that the LDWG Parties shall assert that the Mediation Privilege applies to documents that were created for the Allocation, including, but not limited to, responses to the Allocation questionnaire, position papers, expert reports, rebuttals, replies, deposition transcripts, and communications with the Allocator and with one another during the Allocation Process, as described in section 5.1.5.4 of the Allocation MOA, and that the LDWG Parties shall assert applicable privileges or exemptions under federal or

***Shared Allocation and Database Costs
Settlement Agreement***

state law that apply to documents marked as “Confidential Business Information,” “Confidential,” “Proprietary,” or “Business Secret” as described in sections 5.1.5.2 and 5.1.5.3 in the Allocation MOA. If EPA requires disclosure of “Mediation Privileged” documents or documents marked as “Confidential Business Information,” “Confidential,” “Proprietary,” or “Business Secret” as described in sections 5.1.5.2 and 5.1.5.3 of the Allocation MOA, the other Settling Parties may take such action as they deem appropriate. A Settling Party may also communicate with EPA or take action regarding other documents for which EPA seeks disclosure. Further, the provisions in sections 5.1.5.4, 5.1.5.6 and 5.1.5.7 of the Allocation MOA regarding confidentiality and requests for public records continue to apply to the records from the shared database. This paragraph does not obligate the LDWG Parties to provide the Non-LDWG Parties with access to or copies of any records contained in the database at any point in the future. Retention of copies of the shared database by the LDWG Parties is not intended to and will not satisfy the record retention obligations of the Non-LDWG Parties.

4. Final Settlement. This Allocation Costs Settlement Agreement fully and finally resolves all claims the Settling Parties have or could have against each other for reallocation of Shared Costs and Database Costs, whether or not such claims arise under the Allocation MOA or under other contract or law. This Allocation Costs Settlement Agreement contains all of the terms and conditions agreed upon by the Settling Parties relating to Shared Costs and Database Costs. It supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and communications between or among the Settling Parties, whether oral or written, respecting Shared Costs and Database Costs.

***Shared Allocation and Database Costs
Settlement Agreement***

5. Counterparts. This Allocation Costs Settlement Agreement may be executed in counterparts or portable document format (.pdf) signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.
6. Authority. Each Settling Party represents and warrants that it has the sole right and exclusive authority to execute this Allocation Costs Settlement Agreement and to receive the consideration therefor; and each person who has signed this Allocation Costs Settlement Agreement in a representative capacity on that Settling Party's behalf is duly authorized to enter into this Allocation Costs Settlement Agreement and to bind the Settling Party on whose behalf he or she is signing.
7. Represented By Counsel. Each Settling Party acknowledges that it has been represented by legal counsel, and that each Settling Party has reviewed, and has had the benefit of legal counsel's advice concerning, all of the terms and conditions of this Allocation Costs Settlement Agreement.
8. Ambiguity. Each Settling Party acknowledges that this Allocation Costs Settlement Agreement is the product of informed, arms-length negotiations among the Settling Parties, and if any part of this Allocation Costs Settlement Agreement is deemed ambiguous or in conflict, it shall be construed as if it were drafted jointly by all Settling Parties.
9. Binding Effect. This Allocation Costs Settlement Agreement shall be binding on successors and assigns of the Settling Parties and shall inure to the benefit of each Settling Party's parent companies, subsidiaries, agents, heirs, successors, assigns, principals, officers, directors, members, governors, employees, and vessels.

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.
11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.
12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

12/29, 2024

Party Name: Ardagh Glass Inc. F.K.A.
Saint Gobain Containers Inc.

Its: Jason Ty Sibbitt

Printed Name: Jason Ty Sibbitt

Its: Associate General Counsel

***Shared Allocation and Database Costs
Settlement Agreement***

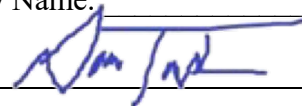
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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December 27, 2024

Party Name: Ash Grove Cement Company
 By: 
 Printed Name: David M. Toolan
 Its: Assistant Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 3, 2025

Party Name: Ball Corporation

By: 

Printed Name: Hannah Lim-Johnson

Its: SVP & Chief Legal Officer

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the
following Settling Party has executed
this Allocation Costs Settlement
Agreement as of the day and year
indicated below. DATED:

January 6, 2024

Party Name: Bayer CropScience LP

By: Molly M. Jones

Printed Name: Molly M. Jones

Its: Sr. Asst. General Counsel

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

1/2, 2025

Party Name: BNSF Railway Company

By: John Lovenburg

Printed Name: John Lovenburg

Its: Vice President Environment & Sustainability

***Shared Allocation and Database Costs
Settlement Agreement***

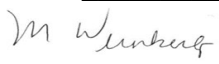
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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 9, 2025

Party Name: The Boeing Company
 By: 
 Printed Name: Meredith Weinberg
 Its: Counsel (Perkins Coie LLP)

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

12/30/24, 2024

Boyer Towing, Inc. and its affiliate,

Party Name: Boyer Logistics, Inc.

By:  _____

Printed Name: Boyer Halvorsen

Its: President / President

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

Jan. 7, 2025, ~~2024~~

CenterPoint 8801 Marginal LLC
By: CenterPoint Properties Trust,
its sole member

Party Name: _____
By: [Signature]

Printed Name: Rick A. Mathews
Senior Vice President, General Counsel

Its: [Signature]

Michael Tortorici
Senior Vice President, Treasurer

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

1/17/2025, 2025

Party Name: Chiyoda Corporation

By: _____

Printed Name: Koji Ota

Its: Representative Director,

President & CEO

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

07 January, 2025

Party Name: Chiyoda International Corporation

By: _____

Printed Name: Katsuhiko Jogan

Its: President

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 3, 2024⁵

Party Name: Conglobal Industries, LLC

By: Paul Kleppetsch

Printed Name: Paul Kleppetsch

Its: VP, General Counsel

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December 23, 2024

Party Name: Continental Holdings, Inc.



By:

Printed Name: Marcy Heronimus

Its: Assistant Secretary

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

JAN 6, 2025, 2024

Party Name: 8th Avenue Terminals. Inc.

By: 

Printed Name: Reece Alford

Its: Corporate Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

JAN 6, 2025, 2024

Party Name: Crowley Marine Services, Inc.

By: 

Printed Name: Reece Alford

Its: Corporate Secretary

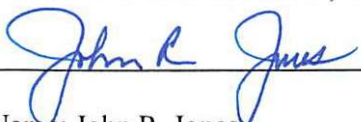
*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December 30,
_____, 2024

Party Name: Delta Marine Industries, Inc.

By: 

Printed Name: John R. Jones

Its: President

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

12/12, 2024

Party Name: Duwamish Shipyard, Inc.

By: 

Printed Name: Kyle McCleary

Its: Secretary/Treasurer

*Shared Allocation and Database Costs
Settlement Agreement*

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

1/9/2025, 2024

Party Name: EARLE H. JORGENSEN COMPANY

By: W. J.

Printed Name: WILLIAM A. SMITH JR

Its: VP & SECRETARY

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 5, 2025
_____, 2024

Ford Motor Company

Party Name: _____

By: _____

Printed Name: _____

Its: _____ Assistant Secretary

DocuSigned by:

David J. Witten

22B1409E26D7402...

David J. Witten

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

12 - 23, 2024

Party Name: Fox Ave Building

By: [Signature]

Printed Name: Robert B Cole

Its: member

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below.

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

By: _____

DATED:

Printed Name: Chris Trunck

1/7/2025, 2024

Its: _____

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December 30, 2024

Party Name: Glacier Northwest, Inc. and Northwest Aggregates Co.

By: 

Printed Name: Allen Hamblen

Their: President and CEO

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.
11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.
12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:
January 8, 2025

Hanson Permanente Cement, Inc. (f/k/a
Kaiser Cement Corp.) & its wholly-owned

Party Name: subsidiary Kaiser Gypsum Co., Inc.

By:  Digitally signed by Charles E. McChesney II
DN: cn=Charles E. McChesney II, o=Three Rivers Management, Inc.,
ou=Heidelberg Materials US, Inc.,
email=charles.mcchesney@heidelbergmaterials.com, c=US
Date: 2025.01.08 12:50:45 -05'00'
c=US, ou=Heidelberg Materials US, Inc., o=Three Rivers Management, Inc., cn=Charles E. McChesney II

Printed Name: Charles E. McChesney II

V. Pres. & Sec., Hanson Permanente Cement, Inc.
Its: V. Pres. & Sec., Kaiser Gypsum Co., Inc.
Chief Legal Counsel, Three Rivers Management, Inc.
agent for Hanson Permanente Cement, Inc. & for Kaiser
Gypsum Co., Inc.
c/o Three Rivers Management, Inc.
600 River Ave, Ste 200
Pittsburgh, PA 15212
(412) 327-8207
charles.mcchesney@trmi.biz
TRMINoticeProvisions@trmi.biz

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 6, 2025

Party Name: Holcim (US) Inc.

By: 

Printed Name: Jodie Earle

Its: Assistant Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 6, 2025

Party Name: Holcim Canada Holdings LLC (f/k/a Lafarge North America)

By: 

Printed Name: Ken Cathcart

Its: Vice President, General Counsel, North America and Assistant Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

Party Name: HURLEN CONSTRUCTION COMPANY

By: 

Printed Name: HAROLD L. HURLEN

27 DEC 2024, 2024

Its: ~~27 DEC 2024~~ PRESIDENT

*Shared Allocation and Database Costs
Settlement Agreement*

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 7, 2025

Party Name: International Paper Company

By: Brian E. Heim

Printed Name: Brian E. Heim

Its: General Counsel, EHS & Sustainability

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 6, 2025

Party Name: Lafarge PNW Inc.

By: _____

Printed Name: Caitlin Norton

Its: General Counsel and Assistant Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

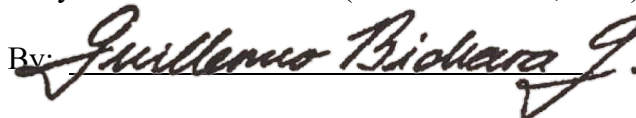
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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 8, 2025

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

By: 

Printed Name: Guillermo Bichara

Its: Executive Vice President & Chief Legal Officer

Lynden Parties

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: Alaska Marine Lines, Inc.

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: Douglas Management Co.

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: Swan Bay Holdings, Inc.

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: Bering Marine Corporation

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: 7100 1st Ave., S., Seattle, LLC

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: Lynden Incorporated

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: Lynden Services Inc.

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: Lynden Marine Leasing LLC, and its Subsidiaries*

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

*see attached

LYNDEN MARINE LEASING, LLC, AND ITS SUBSIDIARIES:

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

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: Knik Construction, Co., Inc.

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: 5600 W. Marginal Way, SW, Seattle, LLC

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

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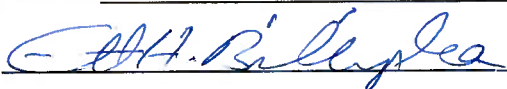
11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: 5615 W. Marginal Way, SW, Seattle, LLC

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

*Shared Allocation and Database Costs
Settlement Agreement*

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.
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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: Lynden Transport, Inc.

By: Paul A. Grimaldi

Printed Name: Paul A. Grimaldi

Its: President

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

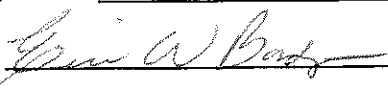
11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: LTI, Inc.

By: 

Printed Name: Eric Badger

Its: President

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Northland Services, Inc. on behalf of
Jore Marine Services, Inc., a dissolved

Party Name: corporation

By: 

Printed Name: Oliver Zidek

Its: General Manager

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

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Northland Services, Inc. on Behalf of
Naknek Barge Lines, a dissolved company

IN WITNESS WHEREOF, the
following Settling Party has executed
this Allocation Costs Settlement
Agreement as of the day and year
indicated below. DATED:

Party Name: _____

By: _____

Printed Name: Oliver Zidek

December, 2024

Its: General Manager

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: Northland Services, Inc.

By: 

Printed Name: Oliver Zidek

Its: General Manager

End of Lynden Parties

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December 23, 2024

Party Name: Manson Construction Co.

By: 

Printed Name: John A. Holmes

Its: President

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

Party Name: Northwest Container Services, Inc.

By: 

Printed Name: Patrick J. Shea

January 6, ~~2024~~
2025

Its: Executive Vice President, General Counsel and Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 7, 2024

Party Name: PACCAR Inc

By: 

Printed Name: Michael K. Walton

Its: Vice President and General Counsel

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

_____, 2024

Party Name: Pharmacia LLC

By: 

Printed Name: Molly M. Jones

Its: Sr. Assistant General Counsel

*Shared Allocation and Database Costs
Settlement Agreement*

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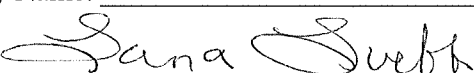
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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December 19th, 2024

Party Name: Puget Sound Energy, Inc.

By: 

Printed Name: Lorna Luebbe

Its: Sr VP General Counsel & Chief Sustainability Officer

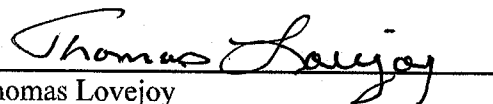
***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

12/23/2024, 2024

FOR: PSFL Leasing, Inc. (formerly known as Puget Sound Truck Lines, Inc.), a dissolved corporation, pursuant to RCW 23B.14.050(1)


Name: Thomas Lovejoy
Title: Former Chairman

All reallocation payments to PSFL Leasing, Inc. (formerly known as Puget Sound Truck Lines, Inc.), shall be made to its insurers.

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

1/3/2025
_____, 2024

Party Name: S&JA Hale Family Limited Partnership

By: 

Printed Name: Kristine Shimmin

Its: Co-Personal Representative Estate of Jo Ann Hale

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

6 Jan 2025, 2024

Party Name: SeaTac Marmie Properties

By: Walter R. Seay

Printed Name: Walter R. Seay

Its: President

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

16 Jan 2025, 2024

Party Name: SeaTite Marine Services

By: Walter R. Seay

Printed Name: Walter R. Seay

Its: President

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

11/6/2025, ~~2024~~

Party Name: SEATTLE BOILERWORKS INC

By: 

Printed Name: CRAIG HOPKINS

Its: PRESIDENT

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December 30, 2024

Party Name: SEATTLE IRON & MEALS CORP
By: [Signature]
Printed Name: ALAN SIDELL
Its: PRESIDENT

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

12/27/, 2024

Party Name: Silver Bay Logging, Inc.

By: Betty Buhler

Printed Name: Betty Buhler

Its: Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below.

Party Name: **South Park Marina Limited Partnership***

By: 

Printed Name: Guy Crow

DATED: 1/2/2025, ~~2024~~

Its: General Partner and Limited Partner

*shown in Attachment 1 as "South Park Marina, L.P."

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 6, 2025

Party Name: SURPLUS ITEMS INC.

By: 

Printed Name: Lisa McCormick

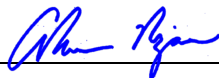
Its: Assistant Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:
January 2, 2025

Party Name: Washington State Department of Transportation

By: 

Printed Name: Ahmer Nizam

Its: Director of Environmental Services

***Shared Allocation and Database Costs
Settlement Agreement***

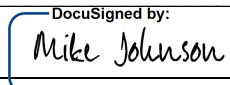
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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

1/6/2025, 2024

Party Name: Wells Fargo Bank, N.A.
 By: 
 Printed Name: Mike Johnson
 Its: Assistant General Counsel | Executive Director

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

Jan. 6, 2024 15

Party Name: WestRock Services, LLC

By:  _____

Printed Name: Nina Butler

Its: Vice President and Senior EHS Counsel – North America

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

Jan. 6, 2024 5

WestRock Longview, LLC (f/k/a Longview Fibre Paper and

Party Name: Packaging, Inc.)

By: _____

Printed Name: Nina Butler

Its: Vice President and Senior EHS Counsel – North America

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED: 1/7/2025, 2024

Party Name: Weyerhaeuser Company and its wholly-owned subsidiary, Weyerhaeuser NR Company

By: 

Printed Name: Kristy T. Harlan

Its: SVP, General Counsel & Corporate Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

Attachment 1

Total Distributions
\$3,183,835.32

NOTES:

1. **Payments to be made by allocation parties to the Allocation Trust are in red font.** Distributions to allocation parties from the Trust are in black font.
2. Allocation parties that will receive payments will provide payment information to Dan Silver, including name of allocation party; name of payee if different than name of allocation party; tax ID number; preference for distribution by check, wire, or ACH transfer with specific address or instructions for preferred option.

***Shared Allocation and Database Costs
Settlement Agreement***

Attachment 2

***Shared Allocation and Database Costs
Settlement Agreement***

Attachment 2

Notice Recipients

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

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

**Shared Allocation and Database Costs
Settlement Agreement**

| Settling Party | Designated Notice Recipient | Co-Recipient of Written Communications |
|---|--|--|
| The Boeing Company | Steve Rusak, Chief Counsel Environment Health and Safety Law Group, Law Department The Boeing Company P. O. Box 3707 MC 11-XT Seattle, WA 98124-2207 (425) 865-1074 Steven.E.Rusak@Boeing.com | Meredith Weinberg Perkins Coie LLP 1201 Third Avenue, Suite 4900 Seattle, WA 98101-3099 (206) 359-3229 MWeinberg@perkinscoie.com |
| Boyer Towing, Inc. / Boyer Logistics, Inc. / Boyer Halvorsen / Kirsten Halvorsen Stahl / Maia Halvorsen | Boyer Halvorsen 7318 Fourth Avenue South Seattle, WA 98108 (206) 763-8696 boyer@boyertowing.com | Kim Maree Johannessen Johannessen & Associates, P.S. 5413 Meridian Ave N., Suite B Seattle, WA 98103 (206) 632-2000 / (206) 471-2361 kmj@johanassocs.com |
| Centerpoint 8801 Marginal LLC | Rick Mathews, General Counsel 1808 Swift Drive Oak Brook, IL 60523 | John T. (JT) Cooke Houlihan Law PC 100 N. 35th Street Seattle, WA 98103 (253) 722-8267 jt@houlihan-law.com |
| Chiyoda International Corporation / Chiyoda Corporation | Clark J. Davis (primary notice recipient) Davis Law Office, PLLC 7191 Wagner Way NW, Suite 202 Gig Harbor, WA 98335 (253) 858-9422 cdavis@cjd-law.com | Evan Marcos Chiyoda Corporation Minato Mirai Grand Central Tower, 24th Floor 4-6-2, Minatomirai, Nishi-ku Yokohama 220-8765 Japan (81) 45-274-9382 marcos.dana_evan@chiyodacorp.com |
| City of Seattle | Laura Wishik, Assistant City Attorney Seattle City Attorney's Office 701 5th Avenue, Suite 2050 Seattle, WA 98104 (206) 684-8199 Laura.Wishik@seattle.gov | Megan Joplin, Assistant City Attorney Seattle City Attorney's Office 701 5th Avenue, Suite 2050 Seattle, WA 98104 (206) 615-0885 Megan.Joplin@seattle.gov |
| ConGlobal Industries LLC | Paul Kleppetsch, General Counsel ConGlobal Industries LLC 8205 S. Cass Avenue, Suite 115 Darien, IL 60561 (708) 225-9846 pkleppetsch@conglobal.com | Houlihan Law PC Attn: John T. (JT) Cooke 100 N. 35th Street Seattle, WA 98103 (253) 722-8267 jt@houlihan-law.com |

***Shared Allocation and Database Costs
Settlement Agreement***

| Settling Party | Designated Notice Recipient | Co-Recipient of Written Communications |
|--|--|--|
| Continental Holdings, Inc. | Marcy Heronimus Assistant Secretary 931 14th Street, 9th Floor Denver, CO 80202 | David L. Isabel Trenk Isabel Siddiqi & Shahdanian P.C. 290 W. Mt. Pleasant Avenue Suite 2370 Livingston, NJ 07039 (973) 533.1000 disabel@trenkisabel.law |
| Crowley Marine Services, Inc. / 8th Avenue Terminals, Inc. | Reece Alford Corporate Secretary Crowley Maritime Corporation 9487 Regency Square Blvd. Jacksonville, FL 32225 (904) 727-1978 reece.alford@crowley.com | Reece Alford, Corporate Secretary Crowley Maritime Corporation 9487 Regency Square Blvd. Jacksonville, FL 32225 (904) 727-1978 reece.alford@crowley.com <i>and</i> Joshua M. Lipsky Cascadia Law Group PLLC 1201 Third Avenue, Suite 320 Seattle, WA 98101 (206) 292-2633 jlipsky@cascadialaw.com |
| Delta Marine Industries, Inc. | Michelle Jones Delta Marine Industries, Inc. 1608 S. 96th Street Seattle, WA 98108 (206) 763-2383 mjones@deltamarine.com | Clark J. Davis Davis Law Office, PLLC 7191 Wagner Way NW, Suite 202 Gig Harbor, WA 98335 (253) 858-9422 cdavis@cjd-law.com |
| Duwamish Shipyard, Inc. | Kyle McCleary Duwamish Shipyard, Inc. P. O. Box 13368 Des Moines, WA 98198 (206) 767-4880 kylem@duwamishshipyard.com | Kim Maree Johannessen Johannessen & Associates, P.S. 5413 Meridian Ave N., Suite B Seattle, WA 98103 (206) 632-2000 / (206) 471-2361 kmj@johanassocs.com |
| Earle M. Jorgensen Company | Ash Botros Earle M. Jorgensen Company 10650 Alameda Street Lynwood, CA 90262 abotros@emjmetals.com | Scott H. Reisch Hogan Lovells US LLP 1601 Wewatta Street, Suite 900 Denver, CO 80202 (303) 899-7355 scott.reisch@hoganlovells.com William A. Smith II c/o Reliance Steel & Aluminum Co. 55 S. Lake Avenue, Suite 500 Pasadena, CA 91101 will.smith@rsac.com |

**Shared Allocation and Database Costs
Settlement Agreement**

| Settling Party | Designated Notice Recipient | Co-Recipient of Written Communications |
|--|--|--|
| Ford Motor Company | David J. Witten, Assistant Secretary Ford Motor Company One American Road Dearborn, MI 48126 (313) 845-8476 dwitten@ford.com | Jennifer L. Sanscrainte Ogden Murphy Wallace P.L.L.C. 901 Fifth Avenue, Suite 3500 Seattle, WA 98164 (206) 233-2001 / (206) 714-3595 jsanscrainte@omwlaw.com |
| Fox Avenue Building, LLC | Robert Code Fox Avenue Building, LLC 6900 Fox Avenue South Seattle, WA 98108 (206) 382-6334 bobc@CascadeColumbia.com | Alexandra Kleeman Hillis Clark Martin & Peterson P.S. 999 Third Avenue, Suite 4600 Seattle, WA 98104 (206) 470-7697 alexandra.kleeman@hcmp.com |
| General Recycling of Washington, LLC / David J. Joseph Company / Nucor Steel Seattle, Inc. | Greg Murphy Patrick Jablonski General Recycling of Washington, LLC 2424 SW Andover Street Seattle, WA 98106 (704) 366-7000 greg.murphy@nucor.com pat.jablonski@nucor.com | Christopher J. Esbrook Michael Kozlowski América A. Guzmán Esbrook P.C. 321 N. Clark Street, Suite 1930 Chicago, IL 60654 (312) 319-7681 christopher.esbrook@esbrook.com michael.kozlowski@esbrook.com america.guzman@esbrook.com |
| Glacier Northwest, Inc. / Northwest Aggregates Co. | Pete Stoltz, Sr. Manager Permitting & Government Affairs Glacier Northwest, Inc. 3450 S. 344th Way, Suite 201 Federal Way, WA 98001 (206) 764-3036 pstoltz@calportland.com | Deborah Murphey, Associate General Counsel CalPortland Company 2025 E. Financial Way Glendora, CA 91741 (626) 852-6293 dmurphey@calportland.com |
| Hanson Permanente Cement, Inc. (fka Kaiser Cement Corporation) & Kaiser Gypsum Co., Inc. | Charles E. McChesney II Vice President & Secretary Hanson Permanente Cement, Inc. & Kaiser Gypsum Co., Inc. c/o Three Rivers Management, Inc. 600 River Ave., Ste. 200 Pittsburgh, PA 15212 412-208-8839(o);412-327-8207(m) Charles.mcchesney@trmi.boz trminoticeprovisions@heidelbergmaterials.com | Jeff C. Miller Miller Nash LLP 1140 SW Washington Street, Suite 700 Portland, OR 97205 (503) 205-2542 Jeff.Miller@MillerNash.com |

***Shared Allocation and Database Costs
Settlement Agreement***

| Settling Party | Designated Notice Recipient | Co-Recipient of Written Communications |
|---|---|--|
| Harald Hurlen / Hurlen Construction Co. / Hurlen Logistics, LLC / Six Twenty South Logistics, LLC / Six Fourteen South Logistics, LLC | Harald Hurlen 2505 School Street Solvang, CA 93463-9754 (206) 856-9987 hlhurlen@gmail.com | Alexandra Kleeman Hillis Clark Martin & Peterson P.S. 999 Third Avenue, Suite 4600 Seattle, WA 98104 (206) 470-7697 alexandra.kleeman@hcmp.com |
| Holcim (US) Inc. and its wholly-owned subsidiary, Surplus Items Inc. | Jodie Earle, Director, Litigation & Assistant Secretary Holcim (US) Inc. 6211 N. Ann Arbor Road Dundee, MI 48131 (734) 529-4360 Jodie.Earle@lafargeholcim.com | Paula Jantzen Ryan Whaley PLLC 400 North Walnut Avenue Oklahoma City, OK 73104 (405) 239-6040 pjantzen@ryanwhaley.com |
| International Paper Company | Brian E. Heim, General Counsel EHS & Sustainability International Paper 6500 Poplar Avenue Memphis, TN 38197 (901) 419-3824 Brian.heim@ipaper.com | |
| King County | Jeff Stern King County Wastewater Treatment Division KSC-NR-0512 201 S. Jackson Street Seattle, WA 98104-3855 (206) 477-5479 Jeff.Stern@kingcounty.gov | Kristie Elliott King County Prosecuting Attorney's Office 701 Fifth Avenue, Suite 600 Seattle, WA 98104 (206) 477-6758 Kristie.Elliott@kingcounty.gov |
| Lafarge North America Inc. n/k/a Holcim Canada Holdings LLC and Lafarge PNW Inc. | Kevin McNab Jonathan Hall Daniel Waldron Stephane Voysey Lafarge PNW Inc. 5400 West Marginal Way S.W. Seattle, WA 98106 (206) 937-8025 Kevin.McNab@Lafargeholcim.com Jonathan.Hall@Lafargeholcim.com Daniel.Waldron@Lafargeholcim.com Stephane.Voysey@Lafarge.com | Jodie Earle Holcim Canada Holdings LLC 6211 N. Ann Arbor Road Dundee, MI 48131 (734) 529-4360 Jodie.Earle@Holcim.com |

***Shared Allocation and Database Costs
Settlement Agreement***

| Settling Party | Designated Notice Recipient | Co-Recipient of Written Communications |
|---|---|--|
| Linde Inc. (f/k/a Praxair, Inc.) | Sanaa Almarayai, Manager, Legal Services Linde Inc. 10 Riverview Drive Danbury, CT 06810 (203) 837-2046 sanaa.almarayati@linde.com | Evynn M. Overton Beveridge & Diamond P.C. 201 N. Charles Street, Suite 2210 Baltimore, MD 21201 (410) 230-1300 eoverton@bdlaw.com |
| "Lynden Parties": Alaska Marine Lines, Inc. / Knik Construction Co., Inc. / 5600 W. Marginal Way, SW, Seattle, LLC / 5615 W. Marginal Way, SW, Seattle, LLC / Lynden Transport, Inc. / LTI, Inc. / Douglas Management Co. / Swan Bay Holdings, Inc. / Bering Marine Corporation / 7100 1st Ave S, Seattle, LLC / Lynden Incorporated / Northland Services, Inc. / Naknek Barge Lines, LLC (a dissolved corporation) / Northland Services, Inc. on behalf of Jore Marine Services, Inc. (a dissolved corporation) / Lynden | Everett Billingslea 18000 International Blvd. Seattle, WA 98188 (206) 439-5490 ehb@lynden.com notices@lynden.com | Tisha Pagalilauan Cascadia Law Group 1201 Third Avenue, Suite 320 Seattle, WA 98101 (206) 292-6300 tpagalilauan@cascadialaw.com |

***Shared Allocation and Database Costs
Settlement Agreement***

| Settling Party | Designated Notice Recipient | Co-Recipient of Written Communications |
|---|------------------------------------|---|
| <p>Services, Inc. / Lynden Marine Leasing, LLC and its subsidiaries:</p> <ul style="list-style-type: none"> • Alaska Provider, LLC; • Alaska Trader, LLC; • Aleutian Trader, LLC; • Anchorage Provider, LLC; • Anchorage Trader, LLC; • Arctic Bear, LLC; • Arctic Gull, LLC; • Arctic Provider, LLC; • Baranof Provider, LLC; • Bering Trader LLC; • Chatham Provider, LLC; • Chichagof Provider, LLC; • Cordova Provider, LLC; • Fairbanks Provider, LLC; • Greta, LLC; • Hawaii Trader, LLC; • Ivan, LLC; • Kamakani, LLC; • Kenai Trader, LLC; • Koyukuk, LLC; • Krystal Sea, LLC; • Kuskokwim Trader, LLC; • Marine Boneyard, LLC; • Naknek Trader LLC; • Nunaniq, LLC; • Pacific Trader, LLC; • Polar Cloud, LLC; • Polar Endurance, LLC; • Polar King, LLC; • Polar Trader, LLC; • Polar Viking, LLC; • Polar Wind, LLC; • Rampart, LLC; • Sam M. Taalak, LLC; • Skagway Provider, LLC; | <p><i>Page 18</i></p> | |

***Shared Allocation and Database Costs
Settlement Agreement***

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

***Shared Allocation and Database Costs
Settlement Agreement***

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

***Shared Allocation and Database Costs
Settlement Agreement***

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

**Shared Allocation and Database Costs
Settlement Agreement**

| Settling Party | Designated Notice Recipient | Co-Recipient of Written Communications |
|---|---|---|
| Washington State Dept. of Transportation (WSDOT) | <p>Ahmer Nizam WSDOT Environmental Services Director 310 Maple Park Avenue SE Mail Stop 47331 Olympia, WA 98501 (360) 705-7480 Nizama@wsdot.wa.gov</p> <p><i>and</i></p> <p>Morgan Balogh NW Region Assistant Regional Administrator, Maintenance 15700 Dayton Avenue North Mail Stop BN82-119 Shoreline, WA 98133 (206) 440-4656 baloghm@wsdot.wa.gov</p> | <p>Yasmine Tarhouni Brian Thompson Assistant Attorneys General Office of Attorney General Washington State Transportation & Public Construction Division P. O. Box 40113 Olympia, WA 98504-0113 (360) 753-6130 yasmine.tarhouni@atg.wa.gov brian.thompson@atg.wa.gov TPCEF@atg.wa.gov</p> |
| Wells Fargo Bank, N.A. | <p>Mike Johnson, Assistant General Counsel Wells Fargo Legal Department 90 S. 7th Street, 16th Floor Minneapolis, MN 55402 (612) 316-0744 Mike.Johnson@wellsfargo.com</p> | <p>Thomas M. Donnelly Daniel L. Corbett Jones Day 555 California Street, 26th Floor San Francisco, CA 94104 (415) 626-3939 tmdonnelly@jonesday.com dcorbett@jonesday.com</p> |
| WestRock Longview, LLC (f/k/a Longview Fibre Paper and Packaging, Inc.) / WestRock Services, LLC | <p>Nina Butler, Vice President and Senior EHS Counsel – North America Smurfit WestRock 1000 Abernathy Road NE Atlanta, GA 30328 (770) 326-8130 nina.butler@smurfitwestrock.com</p> | <p>David C. Weber, Principal Beveridge & Diamond, PC 600 University Street, Suite 1601 Seattle, WA 98101 (206) 315-4800 / (206) 315-4811 dweber@bdlaw.com</p> |
| Weyerhaeuser Company and its wholly-owned subsidiary, Weyerhaeuser NR Company | <p>Weyerhaeuser Company Attn: Law Department 220 Occidental Avenue South Seattle, WA 98104 (206) 539-4359 Zach.Hiatt@weyerhaeuser.com</p> <p><i>and</i></p> <p>Weyerhaeuser Company Attn: Luke Thies 105 Mills Drive Columbia Falls, MT 59912 (406) 897-8010 Luke.Thies@weyerhaeuser.com</p> | <p>Jeff C. Miller Miller Nash LLP 1140 SW Washington Street, Suite 700 Portland, OR 97205 (503) 205-2542 Jeff.Miller@MillerNash.com</p> |

Certificate Of Completion

| | |
|---|----------------------------|
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| Source Envelope: | |
| Document Pages: 5 | Signatures: 3 |
| Supplemental Document Pages: 294 | Initials: 0 |
| Certificate Pages: 5 | Envelope Originator: |
| AutoNav: Enabled | Cherie Camp |
| Envelopeld Stamping: Enabled | 401 5TH AVE |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada) | SEATTLE, WA 98104 |
| | Cherie.Camp@kingcounty.gov |
| | IP Address: 198.49.222.20 |

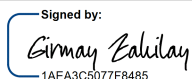
Record Tracking

| | | |
|--------------------------------------|----------------------------|--------------------|
| Status: Original | Holder: Cherie Camp | Location: DocuSign |
| 4/3/2025 2:36:19 PM | Cherie.Camp@kingcounty.gov | |
| Security Appliance Status: Connected | Pool: FedRamp | |
| Storage Appliance Status: Connected | Pool: King County-Council | Location: Docusign |

Signer Events

Girmay Zahilay
girmay.zahilay@kingcounty.gov
Council Chair
Security Level: Email, Account Authentication (None)

Signature

Signed by:

1AEA3C5077F8485...
Signature Adoption: Pre-selected Style
Using IP Address: 71.227.166.164

Timestamp

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Signed: 4/3/2025 3:14:19 PM

Electronic Record and Signature Disclosure:

Accepted: 4/3/2025 3:14:11 PM
ID: 497ad99f-3c8c-4bca-96ad-9520d5325ead

Melani Hay
melani.hay@kingcounty.gov
Clerk of the Council
King County Council
Security Level: Email, Account Authentication (None)

DocuSigned by:

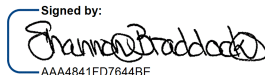
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Signature Adoption: Pre-selected Style
Using IP Address: 198.49.222.20

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Viewed: 4/7/2025 9:26:07 AM
Signed: 4/7/2025 9:26:12 AM

Electronic Record and Signature Disclosure:

Accepted: 9/30/2022 11:27:12 AM
ID: 639a6b47-a4ff-458a-8ae8-c9251b7d1a1f

Shannon Braddock
Shannon.Braddock@kingcounty.gov
Deputy Executive
Security Level: Email, Account Authentication (None)

Signed by:

AAA4841FD7644BE...
Signature Adoption: Uploaded Signature Image
Using IP Address: 50.106.15.2

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Signed: 4/11/2025 2:34:58 PM

Electronic Record and Signature Disclosure:

Accepted: 4/11/2025 2:34:28 PM
ID: 02dc9e6e-7678-4427-8492-eda0b73ac91a

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

| Certified Delivery Events | Status | Timestamp |
|---------------------------|--------|-----------|
|---------------------------|--------|-----------|

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

Ames Kessler
akessler@kingcounty.gov
Executive Legislative Coordinator & Public Records
Officer
King County
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 4/7/2025 9:26:19 AM
Viewed: 4/7/2025 10:52:19 AM

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
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| Envelope Summary Events | Status | Timestamps |
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| Envelope Sent | Hashed/Encrypted | 4/3/2025 2:42:13 PM |
| Certified Delivered | Security Checked | 4/11/2025 2:34:28 PM |
| Signing Complete | Security Checked | 4/11/2025 2:34:58 PM |
| Completed | Security Checked | 4/11/2025 2:34:58 PM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
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| Electronic Record and Signature Disclosure |
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County-Department of 02 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County-Department of 02:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cipriano.dacanay@kingcounty.gov

To advise King County-Department of 02 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cipriano.dacanay@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County-Department of 02

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County-Department of 02

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.