

*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.

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***

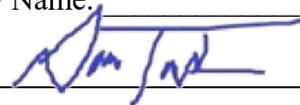
10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

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 27, 2024

Party Name: Ash Grove Cement Company
By:  _____
Printed Name: David M. Toolan
Its: Assistant Secretary

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

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 3, 2025

Party Name: Ball Corporation

By:  _____

Printed Name: Hannah Lim-Johnson

Its: SVP & Chief Legal Officer

*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, 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*

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:

1/2, 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***

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 9, 2025

Party Name: The Boeing Company
By: 
Printed Name: Meredith Weinberg
Its: Counsel (Perkins Coie LLP)

*Shared Allocation and Database Costs
Settlement Agreement*

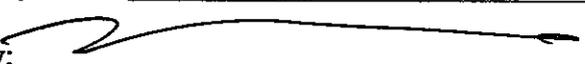
10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.
11. No Third-Party Beneficiary. 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:

12/30/24, 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**

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:

Jan. 7, 2025, ~~2024~~

CenterPoint 8801 Marginal LLC
By: CenterPoint Properties Trust,
its sole member

Party Name: _____
By:  _____

Printed Name: Rick A. Mathews
Senior Vice President, General Counsel

Its: _____


Michael Tortorici
Senior Vice President, Treasurer

*Shared Allocation and Database Costs
Settlement Agreement*

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.

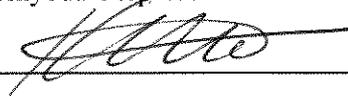
12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District 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:

1/17/2025, 2025

Party Name: Chiyoda Corporation

By: _____



Printed Name: Koji Ota

Its: Representative Director,

President & 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:

07 January, 2025

Party Name: Chiyoda International Corporation

By:  _____

Printed Name: Katsuhiko Jogan

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:

January 3, 202~~4~~⁵

Party Name: Conglobal Industries, LLC

By: 

Printed Name: Paul Kleppetsch

Its: VP, General Counsel

***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 23, 2024

Party Name: Continental Holdings, Inc.



By:

Printed Name: Marcy Heronimus

Its: Assistant Secretary

*Shared Allocation and Database Costs
Settlement Agreement*

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

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*

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:

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*

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.

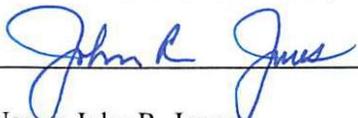
11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

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: 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 II

Its: VP & SECRETARY

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

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 5, 2025, 2024

Ford Motor Company

Party Name: _____

By: _____

Printed Name: _____

Assistant Secretary
Its: _____

DocuSigned by:
David J. Witten
22B1409E26D7402...

***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:

12-23, 2024

Party Name: Fox Ave Building

By: [Signature]

Printed Name: Robert B Cole

Its: member

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

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below.

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

By:  _____

DATED:

Printed Name: Chris Trunck

1/7/2025, 2024

Its: _____

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

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

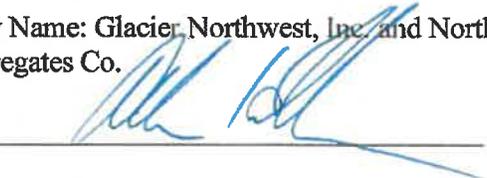
11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December 30, 2024

Party Name: Glacier Northwest, Inc. and Northwest
Aggregates Co.

By: 

Printed Name: Allen Hamblen

Their: President and CEO

*Shared Allocation and Database Costs
Settlement Agreement*

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED: January 8, 2025

Hanson Permanente Cement, Inc. (f/k/a Kaiser Cement Corp.) & its wholly-owned

Party Name: subsidiary Kaiser Gypsum Co., Inc.

By:  Digitally signed by Charles E. McChesney II
DN: cn=Charles E. McChesney II, o=Three Rivers Management, Inc., ou=Heidelberg Materials US, Inc., email=charles.mcchesney@haidelbergmaterials.com, c=US
Date: 2025.01.08 12:50:45 -05'00'

Printed Name: Charles E. McChesney II

V. Pres. & Sec., Hanson Permanente Cement, Inc.
Its: V. Pres. & Sec., Kaiser Gypsum Co., Inc.
Chief Legal Counsel, Three Rivers Management, Inc.
agent for Hanson Permanente Cement, Inc. & for Kaiser Gypsum Co., Inc.
c/o Three Rivers Management, Inc.
600 River Ave, Ste 200
Pittsburgh, PA 15212
(412) 327-8207
charles.mcchesney@trmi.biz
TRMINoticeProvisions@trmi.biz

*Shared Allocation and Database Costs
Settlement Agreement*

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 6, 2025

Party Name: Holcim (US) Inc.

By: 

Printed Name: Jodie Earle

Its: Assistant Secretary

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

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

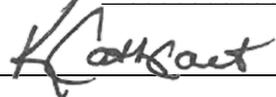
11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 6, 2025

Party Name: Holcim Canada Holdings LLC (f/k/a Lafarge North America)

By: 

Printed Name: Ken Cathcart

Its: Vice President, General Counsel, North America and Assistant Secretary

*Shared Allocation and Database Costs
Settlement Agreement*

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

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:

27 DEC 2024, 2024

Party Name: HURLEN CONSTRUCTION COMPANY

By: 

Printed Name: HAROLD L. HURLEN

Its: ~~27 DEC 2024~~ PRESIDENT

*Shared Allocation and Database Costs
Settlement Agreement*

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.
11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.
12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 7, 2025

Party Name: International Paper Company
By: Brian E. Heim
Printed Name: Brian E. Heim
Its: General Counsel, EHS + Sustainability

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

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 6, 2025

Party Name: Lafarge PNW Inc.

By: 

Printed Name: Caitlin Norton

Its: General Counsel and Assistant Secretary

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

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

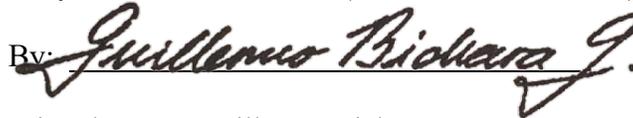
11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 8, 2025

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

By: 

Printed Name: Guillermo Bichara

Its: Executive Vice President & Chief Legal Officer

Lynden Parties

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

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.
11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.
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: Alaska Marine Lines, Inc.

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

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

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

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: Douglas Management Co.

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

*Shared Allocation and Database Costs
Settlement Agreement*

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

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: Swan Bay Holdings, Inc.

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

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

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

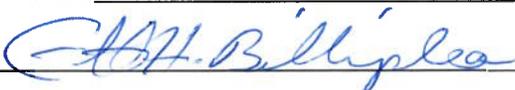
11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

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: Bering Marine Corporation

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

*Shared Allocation and Database Costs
Settlement Agreement*

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

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: 7100 1st Ave., S., Seattle, LLC

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

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

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

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: Lynden Incorporated

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

*Shared Allocation and Database Costs
Settlement Agreement*

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: Lynden Services Inc.

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

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

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

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: 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***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: Knik Construction, Co., Inc.

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

*Shared Allocation and Database Costs
Settlement Agreement*

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

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: 5600 W. Marginal Way, SW, Seattle, LLC

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

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

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: 5615 W. Marginal Way, SW, Seattle, LLC

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

*Shared Allocation and Database Costs
Settlement Agreement*

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.
11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.
12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: 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.

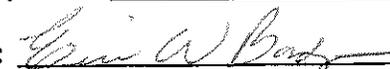
11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

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: LTI, Inc.

By: 

Printed Name: Eric Badger

Its: President

*Shared Allocation and Database Costs
Settlement Agreement*

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

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

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.

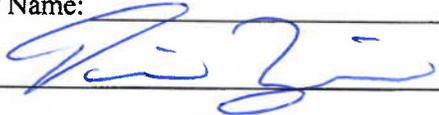
11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

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.

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.

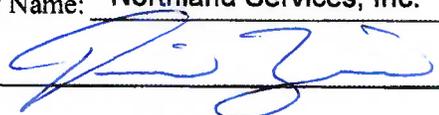
11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

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: Northland Services, Inc.

By: 

Printed Name: Oliver Zidek

Its: General Manager

End of Lynden Parties

*Shared Allocation and Database Costs
Settlement Agreement*

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

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 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.

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, ~~2024~~
2025

Party Name: Northwest Container Services, Inc.

By: 

Printed Name: Patrick J. Shea

Its: Executive Vice President, General Counsel and Secretary

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

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.
11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.
12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

_____, January 7, 2024

Party Name: PACCAR Inc
By: 
Printed Name: Michael K. Walton
Its: Vice President and General Counsel

*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:

_____, 2024

Party Name: Pharmacia LLC

By: Molly M. Jones

Printed Name: Molly M. Jones

Its: Sr. Assistant General Counsel

*Shared Allocation and Database Costs
Settlement Agreement*

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.

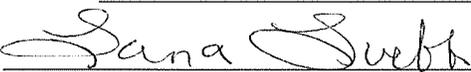
11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

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 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*

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

12/23/2024, 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*

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:

1/3/2025
_____, 2024

S&JA Hale Family Limited Partnership

Party Name: _____

By: Signed by:
Kristine Shimmin _____

Printed Name: 11B0D8A141DE4B3 Kristine Shimmin _____

Its: Co-Personal Representative Estate of Jo Ann Hale

*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:

6 Jan 2025, 2024

Party Name: SeaTac Marine Properties

By: Walter R. Seay

Printed Name: Walter R. Seay

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:

16 Jan 2025, 2024

Party Name: Sea Title Marine Services

By: Walter R. Seay

Printed Name: Walter R. Seay

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:

1/6/2025, ~~2024~~

Party Name: SEATTLE BOILERWORKS INC

By: 

Printed Name: CRAIG HOPKINS

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:

December 30, 2024

Party Name: SEATTLE IRON & METALS CORP.
By: [Signature]
Printed Name: ALAN SIDELL
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:

12/27/, 2024

Party Name: Silver Bay Logging, Inc.
By: Betty Bahler
Printed Name: Betty Bahler
Its: Secretary

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

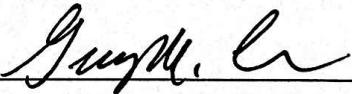
10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below.

Party Name: **South Park Marina Limited Partnership***

By: 

Printed Name: Guy Crow

Its: General Partner and Limited Partner

DATED: 1/2/2025, 2024

*shown in Attachment 1 as "South Park Marina, L.P."

*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: SURPLUS ITEMS INC.

By: 

Printed Name: Lisa McCormick

Its: Assistant Secretary

*Shared Allocation and Database Costs
Settlement Agreement*

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:
January 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***

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:

_____ 1/6/2025 _____, 2024

Party Name: Wells Fargo Bank, N.A.
By: DocuSigned by:
Mike Johnson
E3526E380B914EA...
Printed Name: Mike Johnson
Its: Assistant General Counsel | Executive Director

*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.

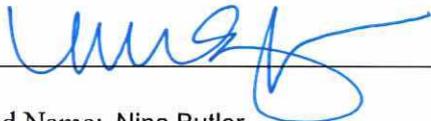
11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

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:

Jan. 6, 2024/5

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*

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.

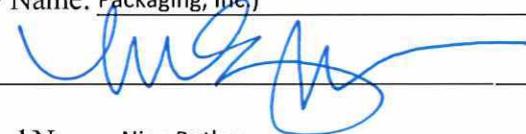
12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District 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:

Jan. 6, 2024⁵

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

Attachment 1

**Shared Allocation and Database Costs
Settlement Agreement**

Attachment 1: Payments and Distributions of Shared Allocation Costs and Database Costs

Settling Parties	Column B	Column C	Column D	Column E	Column F
	Payments of Shared Allocation Costs	Distributions of Shared Allocation Costs	Payments of Database Costs	Distributions of Database Costs	Total Payments and Distributions
The Boeing Company	\$1,895,095.31	\$ -	\$214,358.38	\$ -	\$2,109,453.69
City of Seattle	\$689,920.35	\$ -	\$125,852.28	\$ -	\$815,772.63
King County	\$ -	\$180,151.45	\$59,789.34	\$ -	\$120,362.11
Duwamish Shipyard, Inc.	\$80,146.95	\$ -	\$ -	\$1,606.53	\$78,540.42
Pharmacia (FKA Monsanto Company)	\$73,376.39	\$ -	\$ -	\$3,769.17	\$69,607.22
Continental Can Company/Continental Holdings Inc.	\$64,461.24	\$ -	\$ -	\$ -	\$64,461.24
PACCAR Inc.	\$48,297.15	\$ -	\$ -	\$2,297.09	\$46,000.06
Hanson Permanent Cement, Inc. (fka Kaiser Cement Corporation)/Kaiser Gypsum	\$ -	\$31,660.82	\$ -	\$6,902.08	\$38,562.90
Seattle Boiler Works, Inc./ Frank H. Hopkins Family, LLC/ Frederick J. Hopkins Family, LLC	\$ -	\$34,565.92	\$ -	\$6,812.98	\$41,378.90
Manson Construction Co.	\$ -	\$45,639.12	\$ -	\$9,741.37	\$55,380.49
"Lynden Parties" (7100 1st Ave. S, Seattle, LLC, 5600 W. Marginal Way, SW Seattle, LLC, Northland Services, Inc.)	\$ -	\$46,472.17	\$ -	\$8,850.15	\$55,322.32
(DeNovo Seattle, LLC)Crowley Marine Services, Inc./ 8th Avenue Terminals, Inc.	\$ -	\$52,086.68	\$ -	\$8,769.30	\$60,855.98
Hoicim (US), Inc.	\$ -	\$53,394.65	\$ -	\$9,364.82	\$62,759.47
Seattle Iron & Metals Corporation/ The Shalmar Group, LLC/ Shalmar 08, LLC/ Simco Properties, LLC	\$ -	\$53,394.72	\$ -	\$8,537.41	\$61,932.13
Earle M. Jorgensen Co.	\$ -	\$60,633.79	\$ -	\$10,238.01	\$70,871.80
Praxair, Inc.	\$ -	\$62,374.81	\$ -	\$9,568	\$71,942.81
Glacier Northwest, Inc.	\$ -	\$65,706.96	\$ -	\$10,246.12	\$75,953.08
Lafarge North America, Inc.	\$ -	\$67,439.70	\$ -	\$9,758.23	\$77,197.93
International Paper	\$ -	\$67,881.21	\$ -	\$10,272.95	\$78,154.16
Washington State Dept. of Transportation (WSDOT)	\$ -	\$69,872.14	\$ -	\$15,308.63	\$85,180.77
Silver Bay Logging Inc.	\$ -	\$70,583.49	\$ -	\$9,860.90	\$80,444.39
Boyer Towing, Inc./Boyer Logistics, Inc.	\$ -	\$70,941.78	\$ -	\$12,350.24	\$83,292.02
SeaTac Marine Properties, LLC	\$ -	\$72,790.92	\$ -	\$9,938.22	\$82,729.14
Puget Sound Energy, Inc.	\$ -	\$74,395.61	\$ -	\$11,752.86	\$86,148.47
Wells Fargo	\$ -	\$75,120.28	\$ -	\$10,670.82	\$85,791.10
ConGlobal Industries	\$ -	\$75,819.67	\$ -	\$10,229.19	\$86,048.86
Longview Fibre Paper and Packaging, Inc. d/b/a KapStone Container Corporation	\$ -	\$77,897.51	\$ -	\$10,701.28	\$88,598.79
South Park Marina, L.P.	\$ -	\$78,730.97	\$ -	\$11,289.13	\$90,020.10
Ash Grove Cement Co.	\$ -	\$80,918.11	\$ -	\$16,535.17	\$97,453.28
Northwest Container Services, Inc.	\$ -	\$81,643.03	\$ -	\$11,471.24	\$93,114.27
Harald Hurlen/ Hurlen Construction Co./ Hurlen Logistics, LLC/ Six Twenty South Logistics, LLC/ Six Fourteen South Logistics, LLC	\$ -	\$82,184.38	\$ -	\$12,708.66	\$94,893.04
Puget Sound Truck Lines	\$ -	\$82,367.54	\$ -	\$11,034.30	\$93,401.84
Weyerhaeuser Company	\$ -	\$82,246.01	\$ -	\$11,036.90	\$93,282.91
Delta Marine Industries, Inc.	\$ -	\$85,569.80	\$ -	\$11,191.90	\$96,761.70
Bayer CropScience LP	\$ -	\$85,861.24	\$ -	\$11,993.09	\$97,854.33
BNSF Railway Company	\$ -	\$85,982.93	\$ -	\$11,414.56	\$97,397.49
Ardagh Glass Inc. F.K.A. Saint-Gobain Containers Inc.	\$ -	\$85,982.93	\$ -	\$11,110.93	\$97,093.86
Ball Corporation	\$ -	\$85,982.93	\$ -	\$10,902.94	\$96,885.87
Centerpoint 8801	\$ -	\$86,586.16	\$ -	\$11,221.56	\$97,807.72
Ford Motor Company	\$ -	\$86,586.16	\$ -	\$10,978.90	\$97,565.06
General Recycling of Washington GRW	\$ -	\$86,586.16	\$ -	\$5,909.12	\$92,495.28
Chiyoda International Corporation	\$ -	\$88,035.49	\$ -	\$11,123.56	\$99,159.05
S&J Hale Family Limited Partnership	\$ -	\$88,449.98	\$ -	\$11,133.57	\$99,583.55
Fox Avenue Building, LLC	\$ -	\$88,760.41	\$ -	\$11,397.94	\$100,158.35

Total Payments of Shared Allocation Costs	Total Distributions of Shared Allocation Costs	Total Payments of Database Costs	Total Distributions of Database Costs	Total Payments
\$2,851,297.39	\$2,851,297.63	\$400,000.00	\$ 399,999.82	\$3,183,835.26

**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.

Attachment 2

Attachment 2

Notice Recipients

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

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

**Shared Allocation and Database Costs
Settlement Agreement**

Settling Party	Designated Notice Recipient	Co-Recipient of Written Communications
The Boeing Company	Steve Rusak, Chief Counsel Environment Health and Safety Law Group, Law Department The Boeing Company P. O. Box 3707 MC 11-XT Seattle, WA 98124-2207 (425) 865-1074 Steven.E.Rusak@Boeing.com	Meredith Weinberg Perkins Coie LLP 1201 Third Avenue, Suite 4900 Seattle, WA 98101-3099 (206) 359-3229 MWeinberg@perkinscoie.com
Boyer Towing, Inc. / Boyer Logistics, Inc. / Boyer Halvorsen / Kirsten Halvorsen Stahl / Maia Halvorsen	Boyer Halvorsen 7318 Fourth Avenue South Seattle, WA 98108 (206) 763-8696 boyer@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_egan@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 		
<p>Manson Construction Co., 5055 Properties, LLC, Manson Holding Co., Manson International, Inc.</p>	<p>John D. Heckel Assistant Secretary Manson Construction Co. 5209 E. Marginal Way S. Seattle, WA 98134 (206) 764-8531 jheckel@mansonconstruction.com</p>	<p>Douglas Steding Managing Partner Northwest Resource Law PLLC 71 Columbia Street, Suite 325 Seattle, WA 98104 (206) 971-1567 dsteding@nwresourceclaw.com</p>
<p>Northwest Container Services, Inc.</p>	<p>Patrick J. Shea, Executive Vice President, General Counsel and Secretary Northwest Container Services, Inc. 3 Waterway Square Place, Suite 110 The Woodlands, TX 77380 (832) 442-2274 Patrick.Shea@WasteConnections.com</p>	<p>Erika H. Spanton Beveridge & Diamond P.C. 600 University Street, Suite 601 Seattle, WA 98101 (206) 315-3025 espanton@bdlaw.com</p>
<p>PACCAR Inc</p>	<p>Brian Haderlie PACCAR Inc 777 106th Avenue NE Bellevue, WA 98004 (425) 468-7055 Brian.Haderlie@PACCAR.com</p> <p><i>and</i></p> <p>PACCAR INC Attn: Law Department 777 106th Avenue NE Bellevue, WA 98004</p>	<p>Andy F. Rigel Hillis Clark Martin & Peterson P.S. 999 Third Avenue, Suite 4600 Seattle, WA 98104 (206) 470-7643 andy.rigel@hcmp.com</p>

**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>