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

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. <u>Definitions</u>.
 - 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

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. <u>Reallocation of Shared Costs</u>.

- 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 <u>other than</u> 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. <u>Settlement of Database Costs.</u>

- 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.

- 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

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. <u>Final Settlement</u>. 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.

5. <u>Counterparts</u>. 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. <u>Authority</u>. 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. <u>Represented By Counsel</u>. 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. <u>Ambiguity</u>. 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. <u>Binding Effect</u>. 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.

11. <u>No Third-Party Beneficiary</u>. 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. <u>Governing Law.</u> 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:

Party Name:

Ardagh Glass Inc. F.K.A. Saint Gobain Containers Inc.

Subut Its: apon

29,2024

Printed Name: Jason Ty Sibbitt

Its:

Associate General Counsel

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

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

| Ash Grove Cement Company Party Name: | | |
|---|--|--|
| By: Mar And | | |
| Printed Name: David M. Toolan | | |
| Its: Assistant Secretary | | |

December 27, 2024

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

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

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

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

at is

<u>January 6</u>, 2024

| Party Name:Bayer CropScience LP |
|---------------------------------|
| By: Melly M. Jones |
| Printed Name: Molly M. Jones |
| Its: Sr. Asst. General Counsel |

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

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

1 2 ,2025

Party Name: BNSF Railway Company By: Printed Name: John Lovenburg

Its: Vice President Environment & Sustainability

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

January 9, 2025

| Party Name: |
|--------------------------------|
| By: |
| Printed Name:Meredith Weinberg |
| Its:Counsel (Perkins Coie LLP) |
| 10 |

The Desing Company

Shared Allocation and Database Costs Settlement Agreement

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

12/30/24 ,2024

| Boyer Towing, Inc. and its affiliate, | |
|---------------------------------------|---|
| Party Name: Boyer Logistics, Inc. | |
| By: | - |

. ..

.....

Printed Name: Boyer Halvorsen

| Its: President / Preside | nt |
|--------------------------|----|
|--------------------------|----|

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

702 . 2024

By: CenterPoint Properties Trust, Its Sole Party Name: By: Printed Name: Rick A. Mathews Senior Vice President, General Counsel

Michael Tortorici Senior Vice President, Treasurer

Its:

Shared Allocation and Database Costs Settlement Agreement

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

17 2025 1 . 2025

Party Name: Chiyoda Corporation By: _

Printed Name: Koji Ota Its: Representative Director,

President & CEO

Page 8

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

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

07 January , 2025

Party Name: Chiyoda International Corporation

Vora By:

Printed Name: Katsuhiko Jogan

Its: President

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

on Global Industries, LLC Party Name: Bv: Printed Name: Paul Kleppetsch Its: VP, General Connsel

. 2024 JAnnam 3

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

Nonders

Party Name: Continental Holdings, Inc.

December 23, 2024

By:

Printed Name: Marcy Heronimus

Its: Assistant Secretary

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

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

JANG, 2025, 2024

| Part | y Name: | 8th Avenue Terminals. Inc. |
|------|-----------|----------------------------|
| By: | 12 | that |
| Prin | ted Name: | Reece Alford |
| Its: | Corpora | te Secretary |

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

JAN 6, 2025, 2024

Crowley Marine Services, Inc. Party Name: Bv: Printed Name: Reece Alford

Its: Corporate Secretary

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

2024

December 30,

Party Name: Delta Marine Industries, Inc.

Bv:

Printed Name: John R. Jones

Its: President

Page 8

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

Party Name: Duwamish Shipyard, Inc. By: Printed Name: Kyle McCleary

12 12 , 2024

Its: <u>Secretary/Treasurer</u>

Page 8

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

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

| 1/9/2025 | , 2024 |
|----------|-------------------|
| | , |

| Ву:/́ | | | | |
|----------------|-------|----|-------|---|
| Printed Name: | ILLAM | A. | SMITH | T |
| Its: NP 4 SECR | ETAKY | | | |

Shared Allocation and Database Costs Settlement Agreement

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

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| | | Ford Motor Company |
|---------------------------------------|----------------|--------------------|
| IN WITNESS WHEREOF, the | Party Name: | |
| following Settling Party has executed | | DocuSigned by: |
| this Allocation Costs Settlement | Ву: | David J. Nettler |
| Agreement as of the day and year | | 22B1409E26D7402 |
| indicated below. DATED: | Printed Name | : David J. Witten |
| January 5, 2025 ,2024 | Assist Its: | ant Secretary |

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

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

| Party Name: Fox Ave 1 | Riding |
|------------------------|--------|
| By: An Coe | |
| Printed Name: Robert B | Cole |
| Its: member | |

)2 - 23 ,2024

No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole 11. 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 WASHINGTON, LLC; DAVID J. JOSEPH COMPANY; this Allocation Costs Settlement Agreement as of the day and year indicated below.

and NUCOR STEEL SEATTLE, INC. By:

DATED:

| Printed Name: | Chris Trunck | |
|---------------|--------------|--|
| | | |

Party Name: GENERAL RECYCLING OF

Its:

11. <u>No Third-Party Beneficiary</u>. 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. <u>Governing Law.</u> 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 Aggregates Co. this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED: December 30, 2024 Printed Name:

Party Name: Glacier Northwest, Inc. and Northwest Aggregates Co. By: ______ Printed Name: Allen Hamblen

Their: President and CEO

11. <u>No Third-Party Beneficiary</u>. 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. <u>Governing Law.</u> 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: <u>subsidiary Kaiser Gypsum Co.,</u> Inc.

Digitally signed by Charles E McChesney II DN: cn=Charles E McChesney II, o=Three Rivers Management, Inc., By: Callling ou=Heidelberg Materials US, Inc., 'email=charles.mcchesney@heidelbergmaterials.com, c=US Date: 2025.01.06 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

Page 8

11. <u>No Third-Party Beneficiary</u>. 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. <u>Governing Law.</u> 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: Jour Garli |
| Printed Name: Jodie Earle |
| Its: Assistant Secretary |

11. <u>No Third-Party Beneficiary</u>. 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. <u>Governing Law.</u> 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:

Party Name: Holcim Canada Holdings LLC (f/k/a Lafarge North Amercica
By:

Printed Name: Ken Cathcart

January 6, 2025

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

11. <u>No Third-Party Beneficiary</u>. 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. <u>Governing Law.</u> 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: WELEN CONSTRUCTION COMPANY |
|--|
| By: Janed Xafuel |
| By. Jacan Argun |
| Printed Name: HARALD L. HURLEN |
| |

Its: 27 DECEORA PRESIDENT

11. <u>No Third-Party Beneficiary</u>. 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. <u>Governing Law.</u> 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:

2025 onuary

Party Name: By: Printed Name: Its: General Sastainability

Page 8

11. <u>No Third-Party Beneficiary</u>. 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. <u>Governing Law.</u> 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

11. <u>No Third-Party Beneficiary</u>. 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. <u>Governing Law.</u> 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.)

ullenno Bidiara

Printed Name: Guillermo Bichara

Its: Executive Vice President & Chief Legal Officer

Lynden Parties

11. <u>No Third-Party Beneficiary</u>. 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. <u>Governing Law.</u> 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. | |
|--------------|---------------------------|--|
| Ву: 🥑 | 87-Billip ba | |
| Printed Name | Everett H. Billingslea | |
| Its: Secreta | ary | |

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

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

December ___, 2024

| Party Name: |
|--------------------------------------|
| By: EtH. Billapea |
| Printed Name: Everett H. Billingslea |
| Its: Secretary |

11. <u>No Third-Party Beneficiary</u>. 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. <u>Governing Law.</u> 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:

| Decemb | ber | , 2024 |
|--------|-----|--------|
| | | |

| Party Name: | Swan Bay Holdings, Inc. |
|---------------|-------------------------|
| By: | 31-Billigka |
| Printed Name: | Everett H. Billingslea |

Page 8

Secretary

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

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

| December | , 2024 |
|----------|--------|
| | |

| Party Name: | Bering Marine Corporation |
|---------------|---------------------------|
| By: | AH. B. Mplea |
| Printed Name: | Everett H. Billingslea |

Secretary

11. <u>No Third-Party Beneficiary</u>. 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. <u>Governing Law.</u> 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: | Belliplea |
| Printed Name | Everett H. Billingslea |
| Its: Secre | tary |

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

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

December , 2024

| Party Name: | Lynden Incorporated | |
|---------------|------------------------|--|
| Ву: | A. Rillipla | |
| Printed Name: | Everett H. Billingslea | |
| Its. Secreta | Irv | |

11. <u>No Third-Party Beneficiary</u>. 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. <u>Governing Law.</u> 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: <u>H</u> | H. Dellipla | |

Printed Name: Everett H. Billingslea

Its: Secretary

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

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

| Party Name: | Lynden Marine Leasing LLC, and its Subsidiaries* |
|---------------|--|
| Ву: | BH.B. Riplea |
| Printed Name: | Everett H. Billingslea |

December , 2024

*see attached

Its:

Secretary

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.

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

| December | , 2024 |
|----------|--------|
|----------|--------|

| Party Name: Knik Construction, Co., Inc. |
|--|
| By: Genet H. Billylea |
| Printed Name: Everett H. Billingslea |
| Its: Secretary |

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

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

December , 2024

| Party Name:5600 W. Marginal Way, SW, Seattle, LLC | 2 |
|---|---|
| By: AL-Billiplea | |
| Printed Name:Everett H. Billingslea | |
| Its. Secretary | |

11. <u>No Third-Party Beneficiary</u>. 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. <u>Governing Law.</u> 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: Party Name: <u>5615 W. Marginal Way, SW, Sea</u>ttle, LLC By: <u>AHA-Rallapea</u>

Printed Name: _____ Everett H. Billingslea

December , 2024

Its: Secretary

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

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

, 2024

Lynden Transport, Inc. Party Name: -11. By:

Paul A. Grimaldi

December

Printed Name: _____ Its: President

Page 8

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

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

December , 2024

| Party Name: | LTI, Inc. | |
|---|---------------|--|
| and the second se | i a Bady | |
| Printed Name | : Eric Badger | |
| Ite. Preside | nt | |

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

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

December , 2024

Jore Marine Services, Inc., a dissolved Party Name: corporation By: Printed Name: Oliver Zidek Its: General Manager

Northland Services, Inc. on behalf of

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 | Party Name: | ~ |
|---------------------------------------|---------------|-------|
| following Settling Party has executed | | / |
| this Allocation Costs Settlement | By: | |
| Agreement as of the day and year | | |
| indicated below. DATED: | Printed Name: | Olive |
| | | |

December 2024

| Party Name: | 20 | |
|-----------------|--------------|---|
| Ву: | 52 | ~ |
| Printed Name: _ | Oliver Zidek | |
| Its: General I | Janager | |

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

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

, 2024

December

| Party Name: | Northland Services, Inc. |
|---------------|--------------------------|
| By: | 675 |
| Printed Name: | Oliver Zidek |
| Its. General | Manager |

End of Lynden Parties

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

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

December 23 , 2024

| Party Name: Manson Construction Co. | |
|-------------------------------------|---|
| 1 al la | |
| By: Maller | _ |
| | |
| Printed Name: John A. Holmes | |

Its: President

11. <u>No Third-Party Beneficiary</u>. 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:

Party Name: Northwest Container Services, Inc. By: ________ Printed Name: Patrick J. Shea

January 6 , 2024 Its: Executive Vice President, General Counsel and Secretary

11. <u>No Third-Party Beneficiary</u>. 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. <u>Governing Law.</u> 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:

| Party Name: | PACCAR Inc |
|---------------|-----------------------------|
| Ву: | Willing Justien |
| Printed Name: | Michael K. Walton |
| Its: Vice Pro | esident and General Counsel |

January 7 _____, 2024

11. <u>No Third-Party Beneficiary</u>. 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. <u>Governing Law.</u> 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:

| Party Name: <u>Pharmacia LLC</u> |
|------------------------------------|
| By: Mfley M. Jus |
| Printed Name: Molly M. Jones |
| Its: Sr. Assistant General Counsel |
| ns. Or, Hospian Univae Warray |

_____, 2024

11. <u>No Third-Party Beneficiary</u>. 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. <u>Governing Law.</u> 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: Sana Suett | - |

Printed Name: Lorna Luebbe Sr VP General Counsel & Chief Sustainability Officer Its:

Shared Allocation and Database Costs Settlement Agreement

Notice. Unless a different individual has been designated in writing by a Settling Party, 10. 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:

homas? 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.

11. <u>No Third-Party Beneficiary</u>. 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. <u>Governing Law.</u> 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: | |
| Printed Name: | |
| Its: Co-Personal Representative Estate of Jo Ann Ha | 1 |

e

11. <u>No Third-Party Beneficiary</u>. 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. <u>Governing Law.</u> 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:

(e.Jan 2025, 2024

voperties Party Name: Sea Tre Marme By: Printed Name: Its: President

Page 8

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

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

Le Jan 2025, 2024

Party Name: Sea The Marine By: Printed Name: P. Seal Its:

11. <u>No Third-Party Beneficiary</u>. 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. <u>Governing Law.</u> 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:

| Party Name: SONTLE BOLLORIDORKS MC |
|------------------------------------|
| By: |
| Printed Name: CRAIG HOPKINS |
| Its: PRESIDENT |

1/6/2025 ,2024

11. <u>No Third-Party Beneficiary</u>. 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. <u>Governing Law.</u> 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: SERVELE IRON & NEALS (LORP. |
|---|
| By: |
| Printed Name: ALAN SIDEIL |
| Its: ARBSIXENT |

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.

No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole 11. 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:

Party Name: <u>Silver Bay Fogging</u>, Juc. By: <u>Betty Bubber</u> Printed Name: <u>Betty Bubber</u> 12/27/, 2024 Its: Secretary

11. <u>No Third-Party Beneficiary</u>. 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. <u>Governing Law.</u> 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, 2024

Party Name: South Park Marina Limited Partnership*

By: Junghl, C

Printed Name: Guy Crow

Its: General Partner and Limited Partner

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

11. <u>No Third-Party Beneficiary</u>. 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. <u>Governing Law.</u> 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:

Party Name: SURPLUS ITEMS INC. By: <u>Ma Meloum</u> Printed Name: Lisa McCarmick Its: Assistant Secretary

January 6, 2025

11. <u>No Third-Party Beneficiary</u>. 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. <u>Governing Law.</u> 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: //hm The

Printed Name: <u>Ahmer Nizam</u>

Its: Director of Environmental Services

Shared Allocation and Database Costs Settlement Agreement

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

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

1/6/2025 , 2024

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

No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole 11. 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:

| Party Name: WestRock Services, LLC | |
|------------------------------------|--|
| By: | |
| Printed Name: Nina Butler | |
| | |

Un . 6 , 2024 5 Its: Vice President and Senior EHS Counsel – North America

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

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

WestRock Longview, LLC (f/k/a Longview Fibre Paper and Party Name: Packaging, Ine.) By:

6 Jun. 2024 5

Its: Vice President and Senior EHS Counsel - North America

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

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED: 1/7/2025, 2024 Party Name: <u>Weyerhaeuser Company and its wholly-</u> owned subsidiary, Weyerhaeuser NR Company

Unla MMM By:

Printed Name: Kristy T. Harlan

Its: SVP, General Counsel & Corporate Secretary

Shared Allocation and Database Costs Settlement Agreement

Attachment 1

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

| | Column B | Column C | Column D | Column E | Column F |
|---|--|--|-------------------------------|------------------------------------|-------------------------------------|
| Settling Parties | 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 | | s - | \$3,769.17 | \$69,607.22 |
| Continental Can Company/Continental Holdings Inc. | \$64,461.24 | | s - | ś - | \$64,461.24 |
| PACCAR Inc. | \$48,297.15 | | s - | \$2,297.09 | \$46,000.06 |
| Hanson Permanente Cement, Inc. (fka Kaiser Cement Corporation)/Kaiser Gypsum | s - | \$31,660.82 | | \$6,902.08 | \$38,562.90 |
| Seattle Boiler Works, Inc./ Frank H. Hopkins Family, LLC/ Frederick J. Hopkins Family, LLC | s - | \$34,565.92 | | \$6,812.98 | \$41,378.90 |
| Manson Construction Co. | s - | \$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 |
| Holcim (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. | s - | \$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 | s - | \$72,790.92 | | \$9,938.22 | \$82,729.14 |
| Puget Sound Energy, Inc. | \$ - | \$74,395.61 | \$ - | \$11,752.86 | \$86,148.47 |
| Wells Fargo | s - | \$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 | s - | \$77,897.51 | \$ - | \$10,701.28 | \$88,598.79 |
| South Park Marina, L.P. | s - | \$78,730.97 | | \$11,289.13 | \$90,020.10 |
| Ash Grove Cement Co. | s - | \$80,918.11 | | \$16,535.17 | \$97,453.28 |
| Northwest Container Services, Inc. | s - | \$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 | |
| Puget Sound Truck Lines | s - | \$82,367.54 | Ś - | \$11,034.30 | \$93,401.84 |
| Weyerhaeuser Company | š - | \$82,246.01 | | \$11,036.90 | \$93,282.91 |
| Delta Marine Industries, Inc. | ŝ - | \$85,569.80 | | \$11,191.90 | \$96,761.70 |
| Bayer CropScience LP | s - | \$85,861.24 | \$ - | \$11,993.09 | \$97,854.33 |
| BNSF Railway Company | s - | \$85,982.93 | \$ - | \$11,414.56 | \$97,397.49 |
| Ardagh Glass Inc. F.K.A. Saint-Gobain Containers Inc. | s - | \$85,982.93 | | \$11,110.93 | \$97,093.86 |
| Ball Corporation | s - | \$85,982.93 | \$ - | \$10,902.94 | \$96,885.87 |
| Centerpoint 8801 | s - | \$86,586.16 | | \$11,221.56 | \$97,807.72 |
| Ford Motor Company | s - | \$86,586.16 | | \$10,978.90 | \$97,565.06 |
| General Recycling of Washington GRW | s - | \$86,586.16 | | \$5,909.12 | \$92,495.28 |
| Chivoda International Corporation | š - | \$88,035.49 | | \$11,123.56 | \$99,159.05 |
| S&JA Hale Family Limited Partnership | š - | \$88,449.98 | | \$11,123.50 | \$99,583.55 |
| | | | | | |

| | Total | | | |
|-------------------|------------------|-----------------------|----------------------------|----------------|
| Total Payments of | Distributions of | Total Payments | | |
| Shared Allocation | Shared | of Database | Total Distributions | |
| Costs | Allocation Costs | Costs | 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.

 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.

Page 10

Shared Allocation and Database Costs Settlement Agreement

Attachment 2

Attachment 2

Notice Recipients

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

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

| 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 <u>Steven.E.Rusak@Boeing.com</u> | Meredith Weinberg Perkins Coie LLP 1201 Third Avenue, Suite 4900 Seattle, WA 98101-3099 (206) 359-3229 <u>MWeinberg@perkinscoie.com</u> |
| 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 <u>kmj@johanassocs.com</u> |
| 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 <u>marcos.dana_evan@chiyodacorp.com</u> |
| 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 <u>Megan.Joplin@seattle.gov</u> |
| ConGlobal Industries LLC | Paul Kleppetsch, General Counsel ConGlobal Industries LLC 8205 S. Cass Avenue, Suite 115 Darien, IL 60561 (708) 225-9846 <u>pkleppetsch@conglobal.com</u> | Houlihan Law PC Attn: John T. (JT) Cooke 100 N. 35th Street Seattle, WA 98103 (253) 722-8267 jt@houlihan-law.com |

| 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 <u>disabel@trenkisabel.law</u> |
| 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 and |
| | | 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 <u>cdavis@cjd-law.com</u> |
| 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 <u>kmj@johanassocs.com</u> |
| Earle M. Jorgensen Company | Ash Botros Earle M. Jorgensen Company 10650 Alameda Street Lynwood, CA 90262 <u>abotros@emjmetals.com</u> | Scott H. Reisch Hogan Lovells US LLP 1601 Wewatta Street, Suite 900 Denver, CO 80202 (303) 899-7355 <u>scott.reisch@hoganlovells.com</u> William A. Smith II |
| | | c/o Reliance Steel & Aluminum Co. 55 S. Lake Avenue, Suite 500 Pasadena, CA 91101 <u>will.smith@rsac.com</u> |

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| Ford Motor Company | David J. Witten, Assistant Secretary Ford Motor Company One American Road Dearborn, MI 48126 (313) 845-8476 <u>dwitten@ford.com</u> | 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 <u>alexandra.kleeman@hcmp.com</u> |
| 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 <u>christopher.esbrook@esbrook.com</u> <u>michael.kozlowski@esbrook.com</u> <u>america.guzman@esbrook.com</u> |
| 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 <u>dmurphey@calportland.com</u> |
| 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(0);412-327-8207(m) <u>Charles.mcchesney@trmi.boz</u> trminoticeprovisions@heidelbergmateria <u>ls.com</u> | Jeff C. Miller Miller Nash LLP 1140 SW Washington Street, Suite 700 Portland, OR 97205 (503) 205-2542 Jeff.Miller@MillerNash.com |

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| 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 <u>hlhurlen@gmail.com</u> | Alexandra Kleeman Hillis Clark Martin & Peterson P.S. 999 Third Avenue, Suite 4600 Seattle, WA 98104 (206) 470-7697 <u>alexandra.kleeman@hcmp.com</u> |
| 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 <u>pjantzen@ryanwhaley.com</u> |
| 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 <u>Kristie.Elliott@kingcounty.gov</u> |
| 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 |

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| Linde Inc. (f/k/a Praxair, Inc.) | Sanaa Almarayai, Manager, Legal Services Linde Inc. 10 Riverview Drive Danbury, CT 06810 (203) 837-2046 <u>sanaa.almarayati@linde.com</u> | Evynn M. Overton Beveridge & Diamond P.C. 201 N. Charles Street, Suite 2210 Baltimore, MD 21201 (410) 230-1300 <u>eoverton@bdlaw.com</u> |
| "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 <u>ehb@lynden.com</u> <u>notices@lynden.com</u> | Tisha Pagalilauan Cascadia Law Group 1201 Third Avenue, Suite 320 Seattle, WA 98101 (206) 292-6300 tpagalilauan@cascadialaw.com |

| Settling Party | Designated Notice Recipient | Co-Recipient of Written Communications |
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|) | Designated Fronce Recipicit | Communications |
| Services, Inc. / 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; | | |
| Krystal Sea, ELC,Kuskokwim Trader, | | |
| LLC; | | |
| Marine Boneyard, LLC; | | |
| Naknek Trader | | |
| LLC; | | |
| • Nunaniq, LLC; | | |
| • Pacific Trader, LLC; | | |
| • Polar Cloud, LLC; | | |
| • Polar Endurance, | | |
| LLC; | | |
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| | Page 18 | |
| Polar Trader, LLC; Polar Viking, LLC; Polar Wind, LLC; Rampart, LLC; Sam M. Taalak, LLC; | Page 18 | |

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| Southeast Provider, LLC; Spencer Brewer, LLC; Stickeen, LLC; Stikine Provider, LLC; Taku Provider, LLC; Togiak Trader, LLC; Tongass Provider, LLC; Westward Trader, LLC; Westward Trader, LLC; Whittier Provider, LLC; and Yukon Trader, LLC Manson Construction Co., 5055 Properties, LLC, Manson Holding Co., Manson International, Inc. | John D. Heckel Assistant Secretary Manson Construction Co. 5209 E. Marginal Way S. Seattle, WA 98134 (206) 764-8531 jheckel@mansonconstruction.com | Douglas Steding Managing Partner Northwest Resource Law PLLC 71 Columbia Street, Suite 325 Seattle, WA 98104 (206) 971-1567 |
| Northwest Container Services, Inc. | Patrick J. Shea, Executive Vice President, General Counsel and Secretary Northwest Container Services, Inc. 3 Waterway Square Place, Suite 110 The Woodlands, TX 77380 (832) 442-2274 Patrick.Shea@WasteConnections.com | dsteding@nwresourcelaw.comErika H. SpantonBeveridge & Diamond P.C.600 University Street, Suite 601Seattle, WA 98101(206) 315-3025espanton@bdlaw.com |
| PACCAR Inc | Brian Haderlie PACCAR Inc 777 106th Avenue NE Bellevue, WA 98004 (425) 468-7055 Brian.Haderlie@PACCAR.com and PACCAR INC Attn: Law Department 777 106th Avenue NE Bellevue, WA 98004 | Andy F. Rigel Hillis Clark Martin & Peterson P.S. 999 Third Avenue, Suite 4600 Seattle, WA 98104 (206) 470-7643 andy.rigel@hcmp.com |

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| Pharmacia LLC (fka Monsanto Company) | Molly M. Jones, Senior Assistant General Counsel Bayer U.S. LLC 800 N. Lindbergh Blvd. St. Louis, MO 63167 (314) 304-5046 molly.jones@bayer.com | Connie Sue Martin Schwabe, Williamson & Wyatt, P.C. 1420 Fifth Avenue, Suite 3400 Seattle, WA 98101 (206) 407-1556 <u>csmartin@schwabe.com</u> |
| 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 <u>pslovejoy@aol.com</u> | 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 <u>lorna.luebbe@pse.com</u> | Courtney Seim Seyfarth Shaw LLP 999 Third Avenue, Suite 4700 Seattle, WA 98104-4041 (206) 946-4913 <u>cseim@seyfarth.com</u> |
| | and Sara Leverette, Director Environmental Program Services Assistant General Counsel Puget Sound Energy P.O. Box 97034 Bellevue, WA 98009-9734 (503) 381-0281 <u>sara.leverette@pse.com</u> | |
| | and Mary Mitchener, Manager Environmental Services Puget Sound Energy P. O. Box 97034 Bellevue, WA 98009-9734 (206) 369-3132 <u>mary.mitchener@pse.com</u> | |
| S&JA Hale Family Limited Partnership | Kristine Shimmin, Owner S&JA Hale Family Limited Partnership 4312 Muirwood Drive Pleasanton, CA 94588 (925) 998-6469 <u>hb.kris@gmail.com</u> | Jeffrey Bilanko Carroll, Biddle & Bilanko, PLLC 411 W. Mercer Street Seattle, WA 98119 (206) 338-1496 /(206) 450-1181 jbilanko@cbblegal.com |

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| SeaTac Marine Properties, LLC | Eric Christianson Walter Seay 6701 Fox Avenue S. Seattle, WA 98108 (206) 767-6000 <u>eric@seatacmarine.com</u> <u>seay@seaycorp.com</u> | 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 <u>alexandra.kleeman@hcmp.com</u> |
| Silver Bay Logging Inc. | Betty Buhler, Secretary P. O. Box 270 Kelso, WA 98626-0023 (206) 715-4355 <u>betbuhler@aol.com</u> | Laura Maffei Cable Huston LLP 1455 SW Broadway, Suite 1500 Portland, OR 97201-3412 (503) 224-3092 <u>Imaffei@cablehuston.com</u> |
| South Park Marina Limited Partnership | Guy Crow South Park Marina Limited Partnership 8604 Dallas Avenue South Seattle, WA 98108 (206) 762-3880 <u>Crow45@aol.com</u> | Thomas D. Adams Karr Tuttle Campbell 701 Fifth Avenue, Suite 3300 Seattle, WA 98104 (206) 224-8026 <u>tadams@karrtuttle.com</u> |

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| Washington State Dept. of Transportation (WSDOT) | Ahmer Nizam WSDOT Environmental Services Director 310 Maple Park Avenue SE Mail Stop 47331 Olympia, WA 98501 (360) 705-7480 Nizama@wsdot.wa.gov and 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 | 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 |
| Wells Fargo Bank, N.A. | Mike Johnson, Assistant General Counsel Wells Fargo Legal Department 90 S. 7th Street, 16th Floor Minneapolis, MN 55402 (612) 316-0744 <u>Mike.Johnson@wellsfargo.com</u> | Thomas M. Donnelly Daniel L. Corbett Jones Day 555 California Street, 26th Floor San Francisco, CA 94104 (415) 626-3939 <u>tmdonnelly@jonesday.com</u> <u>dcorbett@jonesday.com</u> |
| WestRock Longview, LLC (f/k/a Longview Fibre Paper and Packaging, Inc.) / WestRock Services, LLC | Nina Butler, Vice President and Senior EHS Counsel – North America Smurfit WestRock 1000 Abernathy Road NE Atlanta, GA 30328 (770) 326-8130 <u>nina.butler@smurfitwestrock.com</u> | David C. Weber, Principal Beveridge & Diamond, PC 600 University Street, Suite 1601 Seattle, WA 98101 (206) 315-4800 / (206) 315-4811 dweber@bdlaw.com |
| Weyerhaeuser Company and its wholly-owned subsidiary, Weyerhaeuser NR Company | Weyerhaeuser Company Attn: Law Department 220 Occidental Avenue South Seattle, WA 98104 (206) 539-4359 Zach.Hiatt@weyerhaeuser.com and Wayerhaeuser Company | Jeff C. Miller Miller Nash LLP 1140 SW Washington Street, Suite 700 Portland, OR 97205 (503) 205-2542 Jeff.Miller@MillerNash.com |
| | Weyerhaeuser Company Attn: Luke Thies 105 Mills Drive Columbia Falls, MT 59912 (406) 897-8010 Luke.Thies@weyerhaeuser.com | |