

Restoration Fund or Trustee to whom the balance is owed. Interest shall accrue on any unpaid amount from and including the forty-sixth (46th) day following the date of entry of the Consent Decree, until and including the day full payment of penalty and interest is received by the United States and the State of Texas. Payments of interest due shall be made in the manner directed by the United States and the State of Texas. Settling Defendants shall be liable for attorneys' fees and costs incurred by the United States or the State of Texas to collect any amount due under this Consent Decree.

IX. DEFAULT

23. If the Settling Defendants fail to timely make any payment specified in Section VII, Paragraph 21 above, this Consent Decree shall be considered an enforceable judgment against the Defendants for purposes of post-judgment collection under Federal Rule 69, Federal Rules of Civil Procedure, and other applicable statutory authority without further order of this Court.

X. STIPULATED PENALTIES

24. In addition to any interest, the Settling Defendants shall pay stipulated penalties to the United States and the State of Texas for each failure to comply with any term or condition of this Consent Decree. Any stipulated penalties paid pursuant to this Section shall be in addition to the payment of natural resource damages pursuant to Section VII, Paragraph 21 and shall be payable to both the United States and the State of Texas in the manner instructed by the governments. The Settling Defendants shall pay the following amounts per day for each day of

violation:	<u>Period of Failure to Comply</u>	<u>Penalty Per Violation Per Day</u>
	1st through 14th day	\$2,000.00
	15th through 44th day	\$3,000.00

45th day and beyond

\$5,000.00

25. All Stipulated penalties owed to the United States and the State of Texas shall be due and payable within thirty (30) days of the Settling Defendants' receipt from either the United States, and/or the State of Texas, of a demand for payment of the penalties.

26. All Stipulated Penalties begin to accrue on the day that complete performance is due or a violation of the Consent Decree occurs, and continue to accrue through the final day of the correction of the non-compliance. Nothing herein shall preclude the simultaneous accrual of separate stipulated penalties for separate violations of this Consent Decree.

27. All payments under this Section shall be made in the form of a certified check or checks and made payable to the United States and the State of Texas in the manner prescribed in Section VII, Paragraph 21.

28. If the Settling Defendants fail to pay stipulated penalties when due, the United States and the State of Texas may institute proceedings to collect the penalties, as well as any interest associated thereto. In addition, Settling Defendants shall be liable for attorney's fees and costs incurred by the United States and the State of Texas associated with the collection of stipulated penalties.

XI. COVENANTS NOT TO SUE

29. In consideration of the payments made by the Settling Defendants in accordance with this Consent Decree, and except as specifically provided in Section XII, Paragraph 33, the United States and the State of Texas each hereby covenant not to sue or to take any other civil or administrative action against the Settling Defendants for natural resource damages resulting from, or in connection with, hazardous substances released at or from the Bailey Site, under

CERCLA, 42 U.S.C. §§ 9601 et seq., or any other federal, state or common law.

30. These covenants not to sue are conditioned upon payment, and shall not take effect until the receipt by United States and Texas, of all funds required to be paid under the terms of this Decree. Further, these covenants not to sue extend only to the Settling Defendants, and not to any other person. With respect to ARCO Environmental Remediation, L.L.C., Chevron Environmental Management Company, Koch Industries, Inc., Koch Fuels, Inc., and Koch Petroleum Group L.P., these covenants not to sue extend only to alleged liability arising from their status as successors in interest to Atlantic Richfield Company, Chevron Chemical Company LLC, and Allied-Signal, Inc., respectively.

31. In consideration of the covenant not to sue contained in Paragraph 29, the Settling Defendants agree not to assert any claims or causes of action for natural resources damages with respect to the Site against the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) under CERCLA Sections 106, 111, 112, 113, 42 U.S.C. §§ 9606, 9611, 9612, and 9613, or any other federal, state or common law with respect to the Site against the United States or the State of Texas, including any department, agency or instrumentality of the United States or the State of Texas, under CERCLA Sections 107 or 113, 42 U.S.C. §§ 9607 and 9613, or any other federal, state or common law.

XII. NON-WAIVER PROVISIONS

32. Nothing in this Consent Decree shall be construed to relieve the Settling Defendants or their officers, agents, servants, employees, successors, or assigns of their obligations to comply with all applicable federal, state and local statutes and regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act

("CERCLA"), 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613 (1986).

33. Notwithstanding any other provision of this Consent Decree, the United States and the State of Texas each reserve, and this Consent Decree is without prejudice to:

a. Any and all rights of the United States or the State of Texas to institute proceedings in a new action, or to issue an administrative order seeking to compel Settling Defendants to perform additional response actions at the Site, or reimburse the United States or the State of Texas for additional costs of response or for natural resource damages resulting from:

(i) conditions at the Site, presently unknown to the United States or the State of Texas, which are discovered after the entry of this Consent Decree; or,

(ii) information received, in whole or in part, after the entry of this Consent Decree, upon which the Trustees find, based on these previously unknown conditions or this information together with other relevant information, that there is injury to, destruction of, or loss of natural resources of a type unknown to the Trustees as of the date of entry of this Consent Decree.

b. Any and all rights against the Settling Defendants with respect to all other matters not specifically included in the covenant not to sue, including but not limited to the following:

(i) claims based on a failure by Settling Defendants to meet a requirement of this Consent Decree;

(ii) liability arising from the past, present, or future disposal, release, or threat of release of hazardous substances outside of the Site;

(iii) liability for the disposal of any hazardous substances taken from the Site; and,

(iv) criminal liability.

34. Nothing contained in this Consent Decree shall be construed to prevent or limit the rights of the United States or the State of Texas, acting individually or in concert, to seek or obtain any other remedy, sanction or relief that may be available by virtue of the Settling Defendants' failure to comply with this Consent Decree, CERCLA, or any other applicable law or regulation.

35. This Consent Decree does not limit or affect the rights of the United States, the State of Texas or the Settling Defendants as against any third party. Except as set forth in Paragraph 36, this Consent Decree does not limit the rights of any entity, not a party to this Consent Decree, against Settling Defendants.

36. With regard to claims for contribution against the Settling Defendants for matters addressed in this Consent Decree, the Parties hereto agree that the Settling Defendants are entitled, as of the receipt by United States and the State of Texas of all funds required to be paid under the terms of this Decree, to such protection from contribution actions or claims as is provided by CERCLA Sections 113(f)(2) and 122(h), 42 U.S.C. §§ 9613(f)(2) & 9622(h).

37. Nothing in this Consent Decree shall be deemed to limit the response authority of the United States or the State of Texas under any law.

XIII. NOTICES AND SUBMISSIONS

38. Any notices or correspondence required to implement this Consent Decree shall be in writing and shall be deemed to have been made when sent by certified mail or its equivalent, including overnight courier, to the persons specified below:

- a. Notices or correspondence to be submitted to the United States shall refer to DJ No. 90-11-2-390A and shall be sent to:

United States Department of Justice
Chief, Environment and Natural Resources Division
Environmental Enforcement Section
P.O. Box 7611
Washington, D.C. 20005

b. Notices or correspondence to be submitted to the State of Texas shall be sent to:

Office of the Texas Attorney General
Natural Resources Division
P. O. Box 12548
Austin, TX 78711-2548
Attn: Eugene A. Clayborn, Esq.

c. Notices or correspondence to be submitted to the Defendants shall be sent to:

Mayor, Day, Caldwell & Keeton, L.L.P.
700 Louisiana, Suite 1900
Houston, TX 77002-2778
Attn: Debra L. Baker, Esq.

XIV. RETENTION OF JURISDICTION

39. The Court shall retain jurisdiction over both the subject matter of and the parties to this action for the purposes of enforcing the Parties' rights and obligations under this Consent Decree until such time as the United States and the State of Texas have received all funds required to be paid under the terms of this Consent Decree.

XV. PUBLIC COMMENT

40. The Parties agree and acknowledge that final approval by the United States and the State of Texas and entry of this Consent Decree is subject to a thirty (30) day period for public notice and an opportunity for public comment in accordance with Section 122(d)(2) of CERCLA, 42 U.S. C. § 9622(d)(2), and 28 C.F.R. § 50.7. The United States and the State of Texas each reserve the right to withdraw or withhold consent if the public comments regarding the Consent

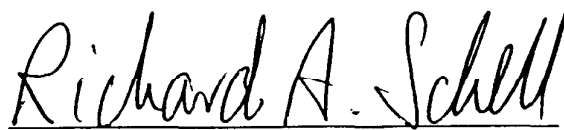
Decree disclose facts or considerations which indicate that the Consent Decree is inappropriate, improper, or inadequate. The Settling Defendants consent to the entry of this Consent Decree without further notice. Each Settling Defendant agrees that it will not oppose the entry of this Consent Decree.

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

XXV. EFFECTIVE DATE

42. This Consent Decree is effective upon the date of its entry by the Court.

SIGNED and ENTERED this 5th day of September, 2000.



United States District Judge

FOR THE UNITED STATES OF AMERICA:

Lois J. Schiffer
Assistant Attorney General
Environment and Natural Resources Division

6/7/00

Dated:

Walker Smith

Walker Smith
Deputy Chief
Environmental Enforcement
Section

6/8/00

Dated:

Kirk W. Koester

Kirk W. Koester
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources
Division
United States Department of Justice
P. O. Box 7611
Washington, D.C. 20044-7611
(202) 514-9009
(202) 514-8395 (fax)

6/12/00

Dated:

J. Michael Bradford
United States Attorney

By: Andrea L. Parker

Andrea L. Parker
Assistant United States Attorney
Eastern District of Texas

CONSENT DECREE RE:

UNITED STATES and The STATE of TEXAS v. BROWNING-FERRIS
INDUSTRIES CHEMICAL SERVICES, INC., et. al.

Civil Action No. _____
Eastern District of Texas

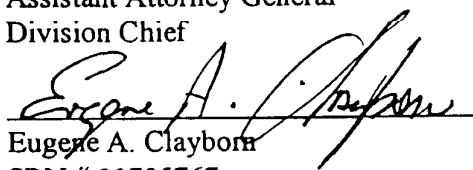
FOR THE STATE OF TEXAS:

John Comyn
Attorney General of Texas

Andy Taylor
First Assistant Attorney General

Linda S. Eads
Deputy Attorney General for Litigation

Karen W. Kornell
Assistant Attorney General
Division Chief


Eugene A. Clayborn

SBN # 00785767
Assistant Attorney General
Natural Resources Division
P.O. Box 12548
Capital Station
Austin, Texas 78711-2548
(512) 463-2012
(512) 320-0911 (fax)

10-12-99
Dated:

On behalf of:

The Texas General Land Office,

The Texas Parks and Wildlife Department, and

The Texas Natural Resource Conservation
Commission.

CONSENT DECREE RE:

UNITED STATES and The STATE of TEXAS v. BROWNING-FERRIS
INDUSTRIES CHEMICAL SERVICES, INC., et. al.

Civil Action No. _____
Eastern District of Texas

FOR BROWNING-FERRIS INDUSTRIES
CHEMICAL SERVICES, INC.:

9-16-99
Dated:

Op Lynn White
Browning-Ferris Industries Chemical Services, Inc.
SEAL

9-16-99
Dated:

Op Lynn White

Counsel for Browning-Ferris Industries Chemical
Services, Inc.

CONSENT DECREE RE:

UNITED STATES and The STATE of TEXAS v. BROWNING-FERRIS
INDUSTRIES CHEMICAL SERVICES, INC., et. al.

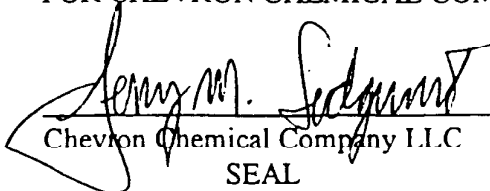
Civil Action No. _____

Eastern District of Texas

FOR CHEVRON CHEMICAL COMPANY LLC:

9/21/99

Dated:



Chevron Chemical Company I.L.C.
SEAL

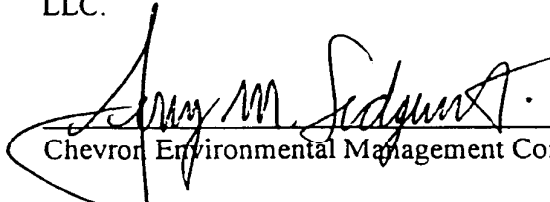
Dated:

Counsel for Chevron Chemical Company LLC

FOR CHEVRON ENVIRONMENTAL
MANAGEMENT COMPANY as successor in
interest to CHEVRON CHEMICAL COMPANY,
LLC.

9/21/99

Dated:



Chevron Environmental Management Company

Dated:

Counsel for Chevron Environmental Management
Company

CONSENT DECREE RE:

**UNITED STATES and The STATE of TEXAS v. BROWNING-FERRIS
INDUSTRIES CHEMICAL SERVICES, INC., et. al.**

Civil Action No. _____

Eastern District of Texas

FOR E. I. DUPONT DE NEMOURS &
COMPANY:

9/27/99
Dated:

David L. Wickham - CORPORATE
E. I. DuPont De Nemours & Company REMEDIATION
SEAL

10/8/99
Dated:

John D. Hille

Counsel for E. I. DuPont De Nemours & Company

CONSENT DECREE RE:
UNITED STATES and The STATE of TEXAS v. BROWNING-FERRIS
INDUSTRIES CHEMICAL SERVICES, INC., et. al.
Civil Action No. _____
Eastern District of Texas