

subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and Sections 107 and 113(b) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9607 and 9613(b). Solely for the purposes of this Consent Decree, the Parties waive all objections and defenses that they may have to the jurisdiction of the Court or to venue in this district and to service of process.

II. DEFENDANT

2. Conoco is a corporation which does legally engage in business under the laws of the State of Louisiana.

III. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA, 42 U.S.C. § 9601 et seq., or in regulations promulgated under CERCLA, 43 C.F.R. Part 11 or 40 C.F.R. Part 300, shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in the exhibits attached hereto and incorporated hereunder, the following definitions shall apply:

3. "Federal Trustees" means DOI and NOAA.
4. "State Trustees" means LDEQ, LDWF and LDNR.
5. "Trustees" means the Federal Trustees and the State Trustees.
6. "Parties" means the Trustees and Conoco.

7. "Restoration Plan" means the plan entitled Planned Restoration Activities at the Hippolyte-Coulee Site, ENTRIX, 1996 and attached as Exhibit I to this Consent Decree.

8. "Restoration Property" shall mean the entire property comprised of the approximately 41 acres in Zone 2 as that zone is defined and described in Exhibit I.

9. "Owner" means MGS Lake Charles, Inc., and/or its agent, Stream Property Management, Inc., its subsidiaries, affiliates, parents, successors, and assigns.

10. "Lead Administrative Trustee" means LDEQ.

IV. STATEMENT OF FACTS

11. On March 31, 1994, a release of approximately 1,600,000 pounds of 1,2-dichloroethane (also referred to as ethylene dichloride or "EDC") from a buried section of a pipeline was discovered by Conoco at its Calcasieu Marine Terminal (Marine Terminal) located in Westlake, Louisiana. At the time of the release, the pipeline was operated by Conoco.

12. EDC is a hazardous substance covered by the provisions of CERCLA.

13. As a result of the release, a portion of the approximately 1,600,000 pounds of EDC was released to a drainage ditch adjacent to the Marine Terminal and to the northern portion of the Clooney Island Loop, an ox-bow on the Calcasieu River.

14. Conoco promptly initiated and conducted response actions to contain and/or remove the released EDC.

15. The concentration and quantity of EDC released was sufficient to cause injury and did cause injury to natural resources. The Trustees and Conoco, using assumptions protective of natural resources, agree that the release has or will result in 20.7 lost acre-years of ecological services over time, including, but not limited to, services provided by the benthic community, sediment, surface water and fish.

16. Conoco has been issued a Compliance Order by LDEQ pursuant to Louisiana Revised Statutes 30:2001 et seq., and particularly La.R.S. 30:2025(C) and 30:2050.2, for future performance of certain response actions related to the EDC release discovered on March 31, 1994. Response actions required under the Compliance Order include: (i) on-shore source control activities focused on eliminating the potential recharge of EDC-contaminated groundwater, if any, into Clooney Island Loop, and (ii) surface water quality monitoring at four stations within Clooney Island Loop. A copy of Compliance Order WE-C-96-11 is attached hereto as Exhibit II.

17. The response actions implemented and to be implemented by Conoco described in paragraphs 14 and 16 have not and will not provide any compensation or restoration for the value of natural resources or their services that were actually or potentially injured, destroyed or lost as a result of the release of EDC.

18. NOAA, DOI and the State of Louisiana (LDEQ, LDWF and LDNR) are designated as the Trustees for the natural resources actually or potentially affected by the release of EDC from the

pipeline operated by Conoco, pursuant to authorities granted to them by CERCLA, the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300, and Executive Order 12580 (January 23, 1987).

19. The Trustees evaluated a range of the feasible restoration alternatives appropriate to restore, replace, or acquire the equivalent of the natural resources and services injured or lost as a result of the March 31, 1994 EDC release, and determined that the restoration project forming the basis of this Consent Decree is the preferred alternative. The analysis of alternatives and a Draft Restoration Plan and an Environmental Analysis performed pursuant to the National Environmental Policy Act (NEPA), 42 U.S.C. § 4321 et seq. has already been made available to the public in a public notice issued by LDEQ. No comments from the public were received in response to this public notice. Further, Conoco has formally presented the preferred alternative to the Calcasieu Estuary Environmental Task Force (Task Force) and community at a public meeting in Lake Charles on December 5, 1995. The Task Force, established by the Governor of the State of Louisiana, is comprised of local community citizens from various public interest groups including, but not limited to, Cameron Parish Police Jury, Calcasieu Parish Policy Jury, Lake Charles City Council, Sulphur City Council, Westlake City Council, Commercial Fishermen, Sports Fisherman, Petro-Chemical Industry, Southwest Louisiana Delegation and Governor appointees. The preferred alternative was accepted by the Task Force as

representing the community. On January 9, 1996, the Task Force issued a resolution supporting the preferred alternative.

20. The Trustees have determined, pursuant to Section 122(j)(2) of CERCLA, 42 U.S.C. § 9622(j)(2), that Conoco, by entering into and successfully completing the requirements set forth in this Consent Decree, is undertaking appropriate actions necessary to protect and restore the natural resources damaged by the March 31, 1994 release of EDC.

V. NATURAL RESOURCE DAMAGE RESTORATION REQUIREMENTS

21. This Consent Decree provides the terms upon which the United States, the State of Louisiana, and Conoco agree to settle all claims of the Trustees, under CERCLA and all other applicable state and federal laws, for natural resource damages against Conoco arising as a consequence of the injuries to, destruction of, or losses of natural resources or natural resource services which resulted from the March 31, 1994 release of EDC from Conoco's Westlake, Louisiana Marine Terminal facility.

22. Conoco shall fulfill all of the actions and obligations, as described in this Consent Decree, to fully restore or replace the 20.7 acre-years of natural resource services lost as a result of the EDC release discovered on March 31, 1994. As part of this obligation, Conoco shall perform the restoration project as described in the Restoration Plan. The restoration project involves the re-establishment of a wetland/bottomland hardwood swamp ecosystem at a site located

approximately seven river miles to the south of the Marine Terminal.

23. A. Conoco shall ensure the satisfactory implementation and completion of the restoration project, which shall mean:

1. Site preparation activities and initial planting of one-year old or older Bald Cypress and Overcup Oak seedlings, all on the 41 acres comprising the Restoration Property which are identified by metes and bounds in the Restoration Plan. Site preparation shall include removal and permanent exclusion of livestock, primarily cattle, and eradication of exotic plant species, notably Chinese Tallow trees. Exotic vegetation shall be managed for 3 years after initial planting so as to prevent out-competition of target restoration tree species;

2. Attainment of 70% survival of the planted cypress and oak seedlings 1 year after initial planting. If 70% survival is not achieved, restoration actions necessary to achieve this survival rate shall be developed in consultation with and subject to approval by the Trustees, and shall be implemented by Conoco or its designated agent; and

3. Attainment of a density of 200 trees per acre of a combination of the planted cypress and oak trees on the Restoration Property within 3 years after initial planting. If a density of 200 trees per acre is not achieved, restoration actions necessary to achieve this density shall be developed in consultation with and subject to approval by the Trustees, and shall be implemented by Conoco or its designated agent.

B. Upon completion of the restoration project as specified in this Consent Decree and in the Restoration Plan attached hereto as Exhibit I, the Lead Administrative Trustee shall provide Conoco with a written statement that the project has been completed in a satisfactory fashion. Thereafter, excepting completing the requirements of the performance monitoring plan and other obligations described in this Consent Decree, Conoco shall have no further obligation for the restoration project.

C. Conoco shall implement performance monitoring activities, including reporting requirements, on the restored 41 acres comprising the Restoration Property pursuant to the requirements specified in the Restoration Plan.

D. Conoco agrees to implement the restoration project in a timely manner, such that site preparation of the 41 acres comprising the Restoration Property and planting of seedlings will be completed no later than March 31, 1997. The performance monitoring requirements contained within the Restoration Plan will commence with the first field monitoring following completion of initial planting of seedlings.

E. Conoco shall obtain, at its expense, all permits, rights-of-way and other documents necessary for implementation of the restoration project and performance monitoring, and shall comply with all Federal and Louisiana laws in carrying out said actions.

24. Conoco shall ensure and enforce the satisfactory implementation and completion of the restoration project and

performance monitoring described in the Restoration Plan, attached hereto as Exhibit I, through an agreement with the Owner. On or before the date this Consent Decree is lodged with the Court, Conoco shall present to the Trustees a legally enforceable agreement between Conoco and the Owner:

a. Binding the Owner or its agent to perform the restoration and performance monitoring work described in Exhibit I;

b. Agreeing that none of the property, resources, or restoration actions within the 41 acres comprising the Restoration Property will be utilized by either Conoco or the Owner or their assigns or any other person to satisfy any liability of any person for mitigation or otherwise during the duration of the Conservation Servitude covering the Restoration Property;

c. Acknowledging the right of Conoco to enforce on behalf of the Trustees the Conservation Servitude, including the Trustees' right of access, against the Owner, its agents, assigns, or subsequent or potential purchasers or users of the Restoration Property; and

d. Committing the Owner to require all subsequent transferees of any interest in the 41 acres comprising the Restoration Property to enter into the same agreements entered into between Conoco and Owner as described in this Consent Decree.

VI. Force Majeure

25. In the event that the restoration project work or satisfaction of performance monitoring requirements are suspended or delayed due to force majeure, including but not limited to delays or suspensions due to inclement or unfavorable weather conditions, Conoco shall be granted an additional and reasonable amount of time to initiate the restoration work or satisfy performance monitoring requirements, following its request in writing to the Trustees for such additional time.

VII. Title Insurance

26. On or before the date this Consent Decree is lodged with the Court, Conoco shall present to the Trustees a commitment for a policy of title insurance insuring the interests of the Trustees who are holders and/or third parties with rights of enforcement of the Conservation Servitude discussed in paragraph 27 below. The commitment must be from a title company included on the most current version of the U.S. Department of Justice List of Approved Attorneys, Abstracters, and Title Companies, and must show that the Restoration Property is free from all pre-existing easements or other encumbrances that would undermine or conflict with the purposes of this Consent Decree or of the Conservation Servitude. A final policy of title insurance, consistent with the commitment approved by the Trustees, must be provided to the Trustees within 14 days after recordation of the Conservation Servitude.

VIII. Conservation Servitude

27. A. Conoco shall procure and properly record a Conservation Servitude in favor of LDEQ as holder and in favor of NOAA and DOI as governmental third parties with rights of enforcement, within the meaning of La.R.S. 9:1271 et seq. The Conservation Servitude, which shall be substantially similar to the draft conservation servitude attached hereto as Exhibit III, shall, among other things:

1. Restrict in perpetuity 4.5 acres of the Restoration Property as wildlife habitat for the sole purpose of providing ecological services;

2. Restrict for 50 years 36.5 acres of the Restoration Property as wildlife habitat and an ecological buffer zone for the above referenced 4.5 acres;

3. Include an irrevocable right of access for the Trustee holder and governmental third parties with rights of enforcement to ensure that the purposes of the servitude and this Consent Decree are being fulfilled, so long as the Trustees provide Conoco and/or its designated representative at least 7 days advance notification of an intended visit to the Restoration Property, or if such notice is not practicable given the need to enter to enforce the servitude, then such written or oral advance notice as is possible under the circumstances; and

4. Require the Owner of the Restoration Property to perform restoration for any injury, destruction, or loss of

natural resources or natural resources services resulting from a violation of the servitude.

B. A copy of the Conservation Servitude to be executed by the Owner shall be provided to the Trustees for review and approval within 14 days of the date of entry of this Consent Decree by the Court. Within 7 days after receipt of Trustee approval and acceptance by the Holder, the Conservation Servitude and acceptance shall be executed and recorded in compliance with La.R.S. 9:1271 et seq. The Conservation Servitude shall be recorded with the Clerk of the Court in the Conveyance Records of Calcasieu Parish so as to give third parties notice of the Servitude.

IX. Duty to Enforce Conservation Servitude

28. Conoco agrees to enforce the Conservation Servitude on behalf of the Trustees.

29. In the event that Conoco refuses to enforce the Conservation Servitude on behalf of the Trustees, the Trustees may, after following the procedures in Section XV (Default), seek to enforce the Servitude directly against the Owner or other appropriate party. In such circumstance, if the Trustees are successful in seeking enforcement, and to the extent that the Trustees are not reimbursed in connection with the action against the Owner or other appropriate party, Conoco shall reimburse the United States and the State of Louisiana for all their reasonable costs and expenses as described in paragraph 40(D) in seeking such enforcement of the Servitude. Such reimbursement shall

occur within 30 days after receipt of a demand for such reimbursement accompanied by an itemized accounting of such actual costs and expenses.

30. A. Within the first 50 years from the recordation of the Conservation Servitude, in the event there is a violation of the Conservation Servitude on the 4.5-acre parcel of the Restoration Property and such violation results in injury to or loss of natural resources or services from the parcel, Conoco shall re-implement the Restoration Plan for that injured portion or otherwise restore the injury by taking appropriate actions, as determined by the Trustees in consultation with Conoco.

B. Within the first 50 years from the recordation of the Conservation Servitude, in the event there is a violation of the Conservation Servitude on the 36.5-acre buffer parcel of the Restoration Property and such violation results in impairment of the functioning of the 36.5-acre parcel as a buffer zone for the 4.5-acre parcel, Conoco shall remedy said impairment for that portion on the 36.5-acre buffer parcel by taking appropriate action, as determined by the Trustees in consultation with Conoco, to protect or reinstate the capacity of the 36.5-acre parcel to function as a buffer zone.

X. Default in Enforcement of the Conservation Servitude

31. In each event that Conoco fails or refuses to comply with Section IX (Duty to Enforce Conservation Servitude) and the Trustees are successful in seeking enforcement of the Servitude against the Owner or enforcement of Section IX (Duty to Enforce

Conservation Servitude) against Conoco, Conoco shall pay stipulated penalties of \$7,500 to the United States and \$7,500 to LDEQ. Conoco must pay the penalty upon receipt from the United States or LDEQ of a written request for remission of such penalties. All penalties are due and payable within 30 days of Conoco's receipt of said demand for payment.

XI. Past Natural Resource Damage Assessment Costs

32. The Trustees have expended time, funds and resources in assessing damages for the natural resource injuries and losses that resulted from the EDC release discovered on March 31, 1994. Conoco shall reimburse each Trustee for its past costs within 30 days upon the date of entry of this Consent Decree by the Court. Reimbursement of these costs shall be paid by certified check referencing the "Conoco Natural Resource Restoration Settlement," as follows:

a. As to NOAA, a certified check, also referencing the case number - 8K3B16, for \$31,547.42 payable to the United States Department of Justice sent to:

Michael D. Skinner
United States Attorney
attn.: John A. Broadwell
300 Fannin Street
Suite 3201
Shreveport, Louisiana 71101

with a copy of the check sent to:

Cheryl Scannell, Esq.
NOAA, Office of General Counsel
Southeast Regional Office
9721 Executive Center Dr. No., Suite 135
St. Petersburg, FL 33702

b. As to DOI, a check for \$9,416.92 payable to the United States Department of Justice and sent to:

Michael D. Skinner
United States Attorney
attn.: John A. Broadwell
300 Fannin Street
Suite 3201
Shreveport, Louisiana 71101

with a copy of the check sent to:

Jennifer Bagdovitz
Division of Environmental Contaminants
United States Fish and Wildlife Service
Room 330
4401 North Fairfax Drive
Arlington, VA 22203; and

Regional Solicitor
DOI Solicitor's Office
75 Spring Street, SW
Room 304
Atlanta, GA 30303

The following information must be noted on the check for DOI's costs: "Account for Deposit -- 14x1618; payment related to the March 31, 1994 Clooney Island Loop EDC Spill"

XII. Future Natural Resource Damage Assessment Costs

33. A. The Trustees will continue to incur costs in connection with oversight and monitoring of the restoration project and subsequent performance monitoring activities presented in the Restoration Plan attached hereto as Exhibit I.

The Trustee agencies' estimates of their reasonable future costs are as follows:

NOAA: \$ 6,613.50
DOI: \$ 3,600.00
TOTAL: \$10,213.50

Secretary of the Interior, and sent to:

Division of Finance
Attn: Teresa Tancre
United States Fish and Wildlife Service
Room 380
4401 North Fairfax Drive
Arlington, VA 22203

with a copy of the check sent to:

Jennifer Bagdovitz
Division of Environmental Contaminants
United States Fish and Wildlife Service
Room 330
4401 North Fairfax Drive
Arlington, VA 22203; and

Regional Solicitor
DOI Solicitor's Office
75 Spring Street, SW
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The Trustee agencies' estimates of their reasonable future costs are as follows:

NOAA: \$ 6,613.50

DOI: \$ 3,600.00

TOTAL: \$10,213.50

B. Conoco shall reimburse each Trustee for its reasonable future expenses as noted above within 30 days upon the date of entry of this Consent Decree by the Court. Payment for these future costs shall be made in the same manner as described in paragraph 32 above.

C. Each Trustee shall seek to reasonably minimize future costs by coordinating its oversight and monitoring activities through the Lead Administrative Trustee in order to avoid duplication of effort.

D. In the event that reasonable and necessary future costs exceed the estimated costs included in the above payments, Conoco shall reimburse each Trustee for its actual additional expenses within 30 days of receipt of an itemized accounting of each Trustee's actual costs and expenses. These additional costs will be billed quarterly, as such costs are incurred, and shall be paid in the same manner as described in paragraph 32 above.

XIII. TRUSTEE AND CONOCO CONTACT PERSON(S)

34. Each Trustee agency hereby respectively designates the following person(s) as its representative contact for information and notices required or occasioned under this Consent Decree and the Restoration Plan:

- a. For NOAA: Ron Gouguet
NOAA CRC
c/o U.S. EPA (6SF-L)
1445 Ross Ave.
Dallas, TX 75202-2733
TEL (214) 665-2232

- b. For DOI: Paul Conzelmann
Contaminants Specialist
U.S. Fish and Wildlife Service
Ecological Services
825 Kaliste Saloom Rd.
Building 2, Suite 102
Lafayette, LA 70508
TEL (318) 262-6662, ext. 240
- c. For LDEQ: R. Bruce Hammatt
Assistant Administrator
Office of Water Resources
Louisiana Department of
Environmental Quality
P.O. Box 82215
Baton Rouge, LA 70884-2215
Tel. (504) 765-0634
- d. For LDWF: Maurice B. Watson
Louisiana Department of Wildlife &
Fisheries
P.O. Box 98000
Baton Rouge, LA 70898-9000
Tel. (504) 765-2642
- e. For LDNR: John Waitz
Louisiana Department of Natural
Resources
P.O. Box 94396
Baton Rouge, LA 70804-9396
Tel. (504) 342-2613

35. Conoco hereby respectively designates the following person(s) as its representative contact:

John Sammons
Conoco, Inc.
One Lakeshore Drive, Suite 1000
Lake Charles, LA 70629
Tel. (318) 497 4706

36. Any Trustee agency or Conoco may change its address and the person to receive notices by communicating such changes in writing to the other Trustees and to Conoco.

37. Any Trustee agency or Conoco may also designate alternate representatives to receive notices required or

occasioned under this Consent Decree by providing the name and address of such alternate in writing to the other Trustees and to Conoco.

38. The Lead Administrative Trustee shall coordinate communications among the Parties and the implementation of the Consent Decree.

XIV. APPLICABILITY OF CONSENT DECREE

39. The provisions of this Consent Decree shall be binding on and inure to the benefit of the United States and the State of Louisiana and be binding on and inure to the benefit of Conoco, its predecessors, subsidiaries, affiliates, parents, successors, and assigns. No change in the ownership or organizational form or status of Conoco shall affect its rights or obligations under this Consent Decree.

XV. DEFAULT

40. A. If Conoco fails to perform any obligation required of it described in this Consent Decree, then Conoco shall be deemed to be in default under this Consent Decree. The Trustees shall give Conoco written notice of the event of default within 5 business days after the Authorized Official for any Trustee learns of the event.

B. Conoco shall be given an opportunity to cure the default, provided it gives the Trustees written notice, within 10 business days of its receipt of the notice of default, that it intends to cure the default.

C. Within a reasonable time following Trustees' receipt of Conoco's notice of intent to cure, the Trustees shall consult with Conoco regarding the appropriate actions and time period necessary to cure the default. Thereafter, the Trustees shall issue a second notice letter to Conoco that sets forth their determination of appropriate actions and time period for curing the default.

D. If Conoco fails to respond to the default notice or to cure any event of default within the time and in the manner specified in the second default notice, then the Trustees may take any and all legal or administrative enforcement actions appropriate to enforce the terms of this Consent Decree. In the event the Trustees take legal or administrative action and such action is successful, Conoco must pay all reasonable costs incurred by the United States and the State of Louisiana related to this action including, but not limited to, enforcement costs, attorney's fees and interest accruing on any unpaid balance.

E. Notwithstanding the foregoing, however, the Trustees agree in the enforcement action not to seek natural resource damages beyond those necessary to compensate for the 20.7 acre-years of ecological services lost due to the release which is the subject of this Consent Decree, or that portion of such services which has not been restored by the performance of this Consent Decree up to the time of the event of default. This provision shall in no way limit the right of the Trustees to seek

full performance of the obligations as provided for in this Consent Decree.

41. Any notice or demand which is required hereunder shall be given in writing and shall be deemed to be duly given only if hand delivered or mailed by registered mail, return receipt requested, postage prepaid, to the persons and addresses set forth in Section XIII (Trustee and Conoco Contact Person(s)) of this Consent Decree. Hand delivery shall include delivery by overnight mail or other delivery service. Notice shall be deemed to have been received on the date that it is hand delivered or the date of receipt as shown on the return receipt, or as shown on the return notice from the Post Office, should delivery be refused. The Trustees and Conoco shall have a continuing duty to provide each other with a current, valid address and telephone number.

XVI. INDEMNIFICATION

42. Conoco shall indemnify, save and hold harmless the United States and the State of Louisiana from any and all claims, causes of action, or liabilities arising from the negligent acts or omissions or willful misconduct of Conoco in implementing this Consent Decree.

XVII. CERTIFICATIONS

43. Conoco certifies that, to the best of its knowledge and belief, it has fully and accurately disclosed to the Trustees all information requested by the Trustees which is currently in the

possession of Conoco's officers, employees, contractors and agents, that relates in any way to the March 31, 1994 discharge of EDC at the Marine Terminal

44. Conoco further certifies that, to the best of its knowledge and belief, it has fully and accurately disclosed to the Trustees all facts and information respecting the condition, ownership, current use, and expected future use of the Restoration Property by the current owner and future Owner, MGS Lake Charles, Inc., its agent, or any other party with an interest in the property identified for the restoration project, and of its relationship with the future property Owner and its agent for the restoration project, Stream Property Management, Inc., that might affect the successful implementation or enforcement of the restoration project, the Conservation Servitude, and this Consent Decree, or the intended conservation purpose of the restoration project.

45. The United States and the State of Louisiana certify that, to the best of their knowledge and belief, no other Trustee has the right to present a claim for natural resources or their services that were actually or potentially injured, destroyed or lost as a result of the discharge of EDC at the Marine Terminal on March 31, 1994. Moreover, the United States and the State of Louisiana further certify to the best of their knowledge and belief, that they have trusteeship authority over the natural resources which are the subject of this Consent Decree, and the authority to settle this claim.

XVIII. EFFECT OF SETTLEMENT/ENTRY OF JUDGMENT

46. This Consent Decree was negotiated and executed by the Parties hereto in good faith at arms length to avoid expensive and protracted litigation, and is a fair and equitable settlement of claims which were contested. The execution of this Consent Decree is not, and shall not constitute or be construed as, an admission of liability by any Party, nor is it an admission or denial of any of the factual allegations set out in the Complaint or an admission of violation of any law, rule, regulation, or policy by any of the Parties to this Consent Decree.

XIX. COVENANT NOT TO SUE

47. Except as specifically provided in Section XX (Reservation of Rights) of this Consent Decree, the United States, pursuant to Section 122(j)(2) of CERCLA, 42 U.S.C. § 9622(j)(2), hereby covenants not to sue or to take any other civil or administrative action against Conoco for natural resource damages that resulted from the March 31, 1994 release of EDC described in this Consent Decree. This covenant not to sue shall take effect upon the date of entry of this Consent Decree by the Court, and shall remain in effect as long as Conoco fulfills its obligations under this Consent Decree.

48. The State of Louisiana hereby covenants not to sue or to take any other civil or administrative action against Conoco for natural resource damages that resulted from the March 31, 1994 release of EDC described in this Consent Decree, under CERCLA or any other federal, state, or common law. This covenant

not to sue shall take effect upon the date of entry of this Consent Decree by the Court, and shall remain in effect as long as Conoco fulfills its obligations under this Consent Decree.

XX. RESERVATION OF RIGHTS

49. Nothing in the Consent Decree is intended to be, nor shall be construed as, a release from liability or a covenant not to sue for any claim or cause of action, administrative or judicial, for:

a. Failure to provide the governmental parties with access to the restoration project sites as specified in this Consent Decree;

b. Natural resource damages, in the event that Conoco does not pay the costs identified in Section XI (Past Natural Resource Damage Assessment Costs) and Section XII (Future Natural Resource Damage Assessment Costs) of this Consent Decree, or satisfactorily complete the restoration project and related obligations described in Section V (Natural Resource Damage Restoration Requirements), or otherwise comply with this Consent Decree. A claim for natural resource damages may only occur after Conoco fails to respond to or cure a default of this Consent Decree as described in Section XV (Default) of this Consent Decree and cannot, except as otherwise stated in this Reservation of Rights, seek damages inconsistent with the requirements of paragraph 40(E) of this Consent Decree;

c. Natural resource damages that may result from a failure of Conoco to implement the response actions stipulated in

the Compliance Order issued by LDEO, attached hereto as Exhibit II;

d. Violation of any Federal or State law during implementation of the restoration or monitoring projects;

e. Any liability for other past or future releases, discharges or spills, or unknown conditions related to the release which is the subject of this Consent Decree that have or may result in natural resource damages in excess of the 20.7 lost acre-years of resource services compensated for by this Consent Decree;

f. Any and all criminal liability;

g. As to the State of Louisiana, natural resource damages, if any, to groundwater resources; or

h. Any matter not expressly included in the covenant not to sue for natural resource damages set forth in Section XIX (Covenant Not to Sue) of this Consent Decree.

50. The failure of the Trustees to insist upon strict and prompt performance of any provision of this Consent Decree shall not operate as a waiver of any requirement of this Consent Decree or of the Trustees' right to insist on prompt compliance in the future with such provision, and shall not prevent a subsequent action by the Trustees to enforce such provision.

51. No provision, covenant or condition of this Consent Decree shall be deemed to have been waived by the Trustees unless such waiver is in writing and signed by the Authorized Official for each Trustee agency.

XXI. COVENANTS BY SETTLING DEFENDANT

52. Conoco hereby covenants not to sue or to bring any administrative action of any kind against the United States or the State of Louisiana, or any agency or instrumentality of either, for any claims arising from or relating to the March 31, 1994 release of EDC described in Section IV (Statement of Facts), pursuant to any federal, state, or common law, including but not limited to, any direct or indirect claims pursuant to Section 112 of CERCLA, 42 U.S.C. § 9612, against the Hazardous Substance Superfund, pursuant to Section 113(f) of CERCLA, 42 U.S.C. § 9613(f), for contribution, or pursuant to the Federal Torts Claims Act, 28 U.S.C. § 1346(b) and §§ 2671, et seq.; provided, however, that this provision shall apply only to actions or omissions of the United States in carrying out or enforcing this Consent Decree or responding to the March 31, 1994 release of EDC.

XXII. VOIDABILITY

53. If for any reason the District Court should decline to approve entry of this Consent Decree in the form presented, this Consent Decree and the settlement embodied herein shall be voidable by written notice to the other Parties at the sole discretion of any Party to this Consent Decree, and the terms hereof may not be used as evidence in any litigation.

XXIII. COMPLIANCE WITH OTHER LAWS

54. This Consent Decree shall not be construed in any way to relieve Conoco or any other person or entity from the obligation to comply with any federal, state, or local law.

XXIV. RETENTION OF JURISDICTION

55. The Court shall retain jurisdiction of this matter for the purpose of entering such further order, direction, or relief as may be necessary or appropriate for the construction, implementation, resolution of disputes, or enforcement of this Consent Decree.

XXV. MODIFICATION

56. The terms of this Consent Decree may be modified only by a subsequent written agreement signed by all of the Parties signatory hereto, and approved by the Court as a modification to this Consent Decree.

XXVI. AUTHORIZED REPRESENTATIVE

57. Each undersigned representative of a Party to this Consent Decree certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to legally execute and bind that Party to this Consent Decree.

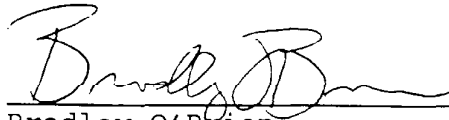
58. By the following signatures, all Parties consent to this Consent Decree.

United States and the State of Louisiana v. Conoco, Inc.
Consent Decree Signatory Page

FOR THE UNITED STATES:



Joel M. Gross
Chief
Environmental Enforcement Section
Environment and Natural Resources
Division
U.S. Department of Justice
Washington, DC 20530



Bradley O'Brien
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources
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United States and the State of Louisiana v. Conoco, Inc.
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FOR THE STATE OF LOUISIANA:
LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
Louisiana Lead Natural Resource Trustee

By: *John A. Turner*
Title: Secretary
Date: 12-13-96

LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES
Natural Resource Trustee
Authorized Official

By: *J. M. [Signature]*
Title: SECRETARY
Date: 12-18-96

LOUISIANA DEPARTMENT OF NATURAL RESOURCES
Natural Resource Trustee
Authorized Official

By: *Jadell Caldwell*
Title: Secretary
Date: 12-18-96

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FOR CONOCO INC.



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