MAP WORK CARD

Card ____ of ____

Map Number 206-14-10

Tract No [illegible]

Cherokee County

ASSESSMENT ROLL INFORMATION

OWNER'S NAME AND MAILING ADDRESS

EAGLE PICHER INDUSTRIES INC
EAGLE PICHER
BOX 779
CINCINNATI, OH 45201

PROPERTY ADDRESS

DEED BOOK/PAGE	DATE	DEED BOOK/PAGE	DATE
1 [illegible]	[illegible]	3	
2		4	

ASSESSMENT ROLL DESCRIPTION

[illegible] INCLUSIVE BRINKERHOFF'S AND

[illegible] 10, Block 10,
[illegible] Add to Baxter

OWNERSHIP UPDATE NAME AND ADDRESS

DEED BOOK/PAGE	DATE	DEED BOOK/PAGE	DATE

KANSAS PARCEL NUMBER

COUNTY NUMBER	MAP AREA LOCATION	SECTION	UNIT NO	QUARTER SECTION	BLOCK	PARCEL	SUBD CODE
011	206	14	0	10	13	2170	0

LAST PER TWP CAFTC

TAX UNIT 645 720

SUBDIVISION CODE [illegible]

OWNER'S NAME FROM DEED

INC

OWNER'S MAILING ADDRESS

TAXPAYER'S NAME AND ADDRESS

LOT (S) 10-12 OF BLOCK 10 OF

SUBDIV PB 1 PG 48

PROPERTY DESCRIPTION

A PARCEL LOCATED IN SEC ____ TWP ____ RNG ____

DESCRIBED AS

LOT SIZE (DIMENSIONS) 124.9 x 133.5 | ACREAGE

This Indenture, Made this 19th day of July, A. D. 1977, between JOHN E. LINK and BARBARA A. LINK, his wife,

of Cherokee County, in the State of Kansas of the first part, and

EAGLE-PICHER INDUSTRIES, INC., an Ohio corporation, authorized to and doing business in the State of Kansas, with its principal office in Cincinnati, Hamilton County, Ohio, P.O. Box 83, Joplin, Missouri 64801

of the second part.

WITNESSETH, That said parties of the first part, in consideration of the sum of ($1.00) One Dollar and other good and valuable considerations---- Dollars, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all the following-described real estate situated in the County of Cherokee and State of Kansas, to wit:

Lots Eleven (11) and Twelve (12), Block Ten (10), Brinkerhoff Addition to the City of Galena.

TO HAVE AND TO HOLD THE SAME. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

And said John E. Link and Barbara A. Link, his wife,

for themselves, their heirs, executors or administrators, do hereby covenant, promise and agree, to and with said party of the second part, that at the delivery of these presents they are lawfully seized in their own right, of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgements, taxes, assessments and incumbrances, of what nature or kind soever; Save and except taxes for 1977 and thereafter.

and that they will warrant and forever defend the same unto said party of the second part, its heirs and assigns, against said parties of the first part, their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

John E. Link

Barbara A. Link

Kansas Quit-Claim Deed Record

THIS INDENTURE, Made on the [illegible] day of [illegible] A. D. 19[illegible] between

[illegible]

of [illegible] County, in the State of [illegible] of the first part, and

[illegible]

of [illegible] County, in the State of [illegible] of the second part:

WITNESSETH, That said party [illegible] of the first part, in consideration of the sum of

[illegible] DOLLARS,

the receipt of which is hereby acknowledged, do [illegible] by these presents, REMISE, RELEASE and QUITCLAIM, unto said party [illegible] of the second part [illegible] heirs and assigns, all the following described REAL ESTATE, situated in the County of [illegible] and State of [illegible] to wit:

[illegible]

TO HAVE AND TO HOLD THE SAME [illegible]

IN WITNESS WHEREOF [illegible] the day and year first above written.

EXECUTED AND DELIVERED IN PRESENCE OF [illegible]

STATE OF [illegible] COUNTY OF [illegible]

[illegible] A. D. 19[illegible]

[illegible]

Notary Public

[illegible] A. D. 19[illegible]

Register of Deeds

By [illegible] County

TRACT No.

EPA 113

MAP WORK CARD

Card 1 of 1

Tract No.

Cherokee County

Map Number 20-14-10

ASSESSMENT ROLL INFORMATION
OWNER'S NAME AND MAILING ADDRESS

PROPERTY ADDRESS

	DEED BOOK/PAGE	DATE		DEED BOOK/PAGE	DATE
1			3		
2			4		

ASSESSMENT ROLL DESCRIPTION

OWNERSHIP UPDATE NAME AND ADDRESS

DATE | DEED BOOK/PAGE | DATE

KANSAS PARCEL NUMBER

COUNTY NUMBER	MAP AREA LOCATOR	SECTION	TAX MD	CHARTER SECTION	BLOCK	PARCEL	OWN CODE
0110	2016	11		10	13	8010	0

CHG PER MP | TAX UNIT 015-220

SUBDIVISION CODE

OWNER'S NAME FROM DEED

OWNER'S MAILING ADDRESS

TAXPAYER'S NAME AND ADDRESS

LOT (S) 1 - 4; 24 - 27 OF BLOCK 10 OF

SUBDIV PB 1 PG 48

PROPERTY DESCRIPTION

A PARCEL LOCATED IN SEC TNP RNG

DESCRIBED AS

LOT SIZE (DIMENSIONS) 125 x 200 | ACREAGE

Kansas Quit-Claim Deed Record

THIS INDENTURE, Made on the [illegible] day of June A. D. 19[illegible] between

[illegible]

of Cherokee County, in the State of Kansas of the first part, and

[illegible]

of Cherokee County, in the State of Kansas of the second part

WITNESSETH, That said parties of the first part, in consideration of the sum of

[illegible] DOLLARS,

the receipt of which is hereby acknowledged, do grant, bargain, sell and convey, and by these presents, REMISE, RELEASE and Quitclaim, unto said parties of the second part [illegible] heirs and assigns, all the following described REAL ESTATE, situated in the County of Cherokee and State of Kansas to wit:

Lots Ten (10) in Seventeen (17) inclusive, Block Seven (7), in Brinkmeyer's Addition to the City of Colonna.

Lots Six (6) to Ten (10) inclusive, Block Ten (10), Brinkmeyer's Addition to the City of Colonna.

Lot Three (3), Block Seventeen (17), Brinkmeyer's Addition to the City of Colonna.

Lots Six (6), Seven (7) and Eight (8), Block Twenty (20), Brinkmeyer's Addition to the City of Colonna.

Lot Four (4), Block Sixteen (16), Brinkmeyer's Addition to the City of Colonna and

Lots Ten (10) to Seven [illegible] inclusive, Block Twenty-four (24), Brinkmeyer's Addition to the City of Colonna.

TO HAVE AND TO HOLD THE SAME together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hand the day and year first above written.

EXECUTED AND DELIVERED IN PRESENCE OF

/s/ Chas Norris

STATE OF Kansas, Cherokee COUNTY ss

BE IT REMEMBERED that on this [illegible] day of [illegible] A. D. 19[illegible] before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

[illegible]

[illegible]

/s/ Dorothy A. [illegible]

Notary Public

[illegible] 19[illegible]

Filed for record the [illegible] day of [illegible] A. D. 19[illegible]

Register of Deeds

TRACT NO.

EPA 239

MAP WORK CARD

Card ____ of ____

Tract No. L99241

Cherokee County

Map Number 201 12

ASSESSMENT ROLL INFORMATION

OWNER'S NAME AND MAILING ADDRESS

FREDRICK LAAS
EAGLE PICHER INC
BOX 779
CINCINNATI, OH 45201

PROPERTY ADDRESS

	DEED BOOK/PAGE	DATE	DEED BOOK/PAGE	DATE
1	[illegible]	03/[illegible]	3	
2			4	

ASSESSMENT ROLL DESCRIPTION

PR S 1-2 SW 1-4 12-30-20 TR 1-2 ACRES

OWNERSHIP UPDATE-NAME AND ADDRESS

KANSAS PARCEL NUMBER

COUNTY NUMBER	MAP AREA LOCATION	SECTION	SUB NO	CHANGE SECTION	BLOCK	PARCEL	SUB GROUP
011	201	12	0	000	010	117 000	0

SUBDIVISION CODE

OWNER'S NAME FROM DEED

[illegible]

OWNER'S MAILING ADDRESS

[illegible]

TAXPAYER'S NAME AND ADDRESS

[illegible] INC
P.O. 779
CINCINNATI, O.H. 45201

LOT NO ____ OF BLOCK ____ OF ____

SUBDIV ____ PB ____ PG ____

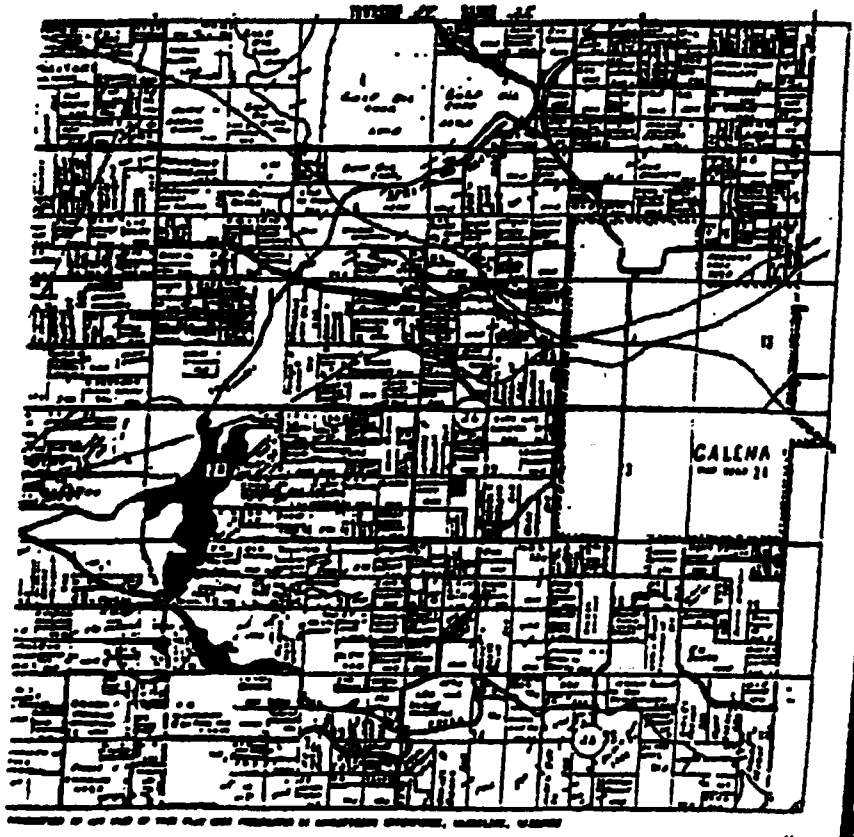
PROPERTY DESCRIPTION

A PARCEL LOCATED IN SEC 12 TWP 34 S RNG 25 E

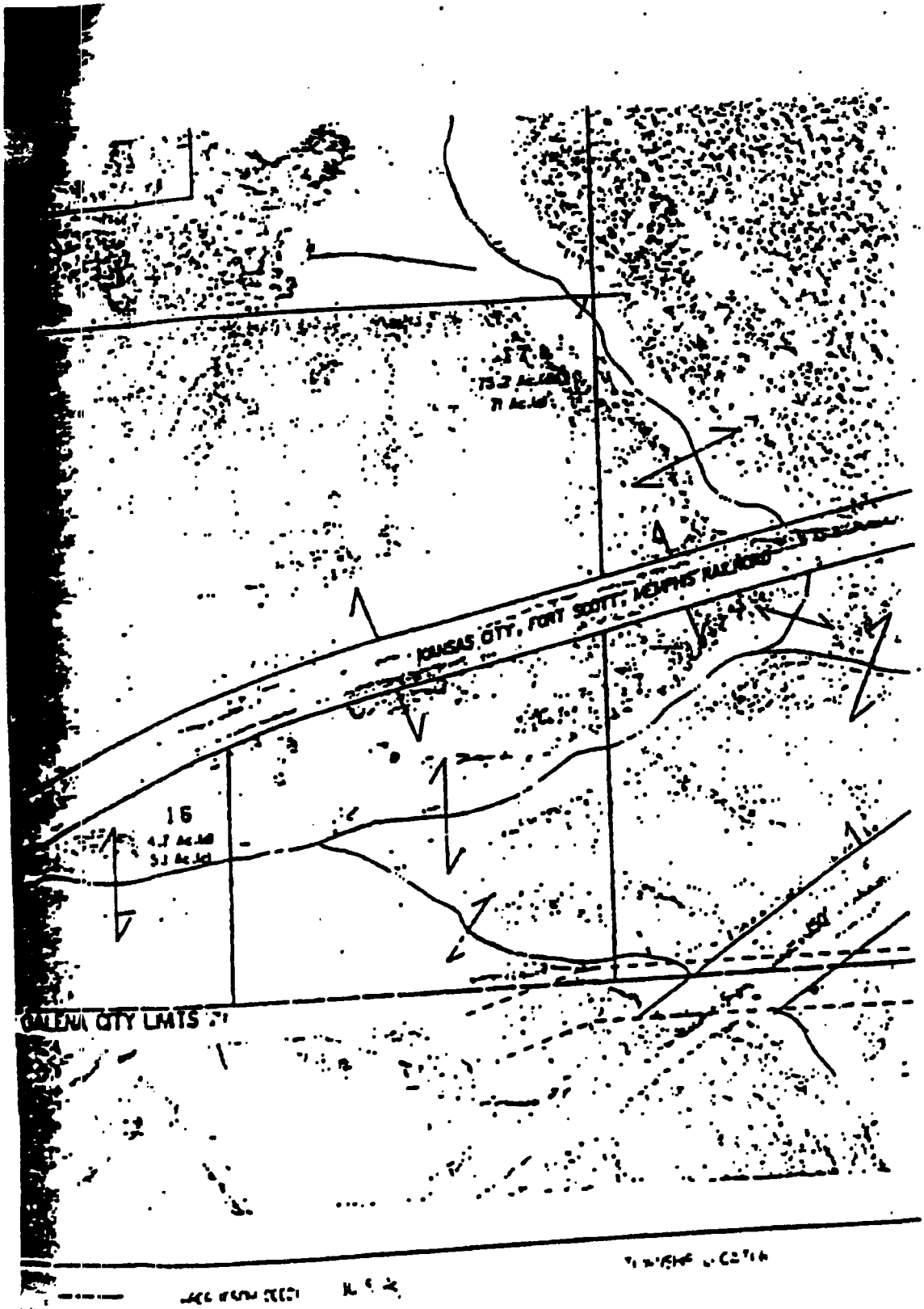
DESCRIBED AS [illegible]

LOT SIZE DIMENSIONS | ACREAGE

[illegible] 752 752 71.0



Warranty Deed Record


KANSAS CITY, FORT SCOTT, MEMPHIS RAILROAD
16
GALENA CITY LIMITS

TRACT No

EPA 240

No. L002(17

Cherokee County

Map Number

ASSESSMENT ROLL INFORMATION

OWNER'S NAME AND MAILING ADDRESS

GLE PICHER CO
X 779
NCINNATI, OH 45201

PERTY ADDRESS

ED BOOK/PAGE	DATE		DEED BOOK/PAGE	DATE
59293	02/22/54	3		
5111	10/00/00	4		

ASSESSMENT ROLL DESCRIPTION

[redacted]

OWNERSHIP UPDATE-NAME AND ADDRESS

D BOOK/PAGE	DATE	DEED BOOK/PAGE	DATE

LOCKWOOD CO. INC. ATLANTA KANSAS

KANSAS PARCEL NUMBER

COUNTY NUMBER	MAP AREA LOCATOR	SECTION	SNT NO	QUARTER SECTION	BLOCK	PARCEL	OWN CODE
011	261	17	0	110	010	021	000

CITY POL INP D C 1 | TAX UNIT 012100

SUBDIVISION CODE

OWNER'S NAME FROM DEED

EAGLE PICHER CO

OWNER'S MAILING ADDRESS

BOX 1279
CINCINNATI OH 45201

TAXPAYER'S NAME AND ADDRESS

LOT (S) OF BLOCK OF

SUB/DIV PB PG

PROPERTY DESCRIPTION

A PARCEL LOCATED IN SEC 17 TNP 34S RNG 25E

DESCRIBED AS W½ LOTS 3 + 4 AND
BEG 105' N MKT R/W OF E L
LOT 4, S TO RY, SWLY ALG
RY TO E L W½ LOT 4, N 120'
THE ELY PARA TO RY TO POB

LOT SIZE (DIMENSIONS)			ACREAGE			
	x		3.95		3.60	
WIDTH (FRONT)	DEPTH (SIDE)	IRR	RET	DEED	CALC	USED

-- WARRANTY DEED --

Book 158 Deeds page 128

THIS INDENTURE, Made on this 28 day of October, 1953, between Anna Moore, a single person, widow of Peter S. Moore, of the City of Phoenix, County of Maricopa, State of Arizona, First Party, and The Earle-Fisher Company, a corporation organized under the laws of the State of Ohio, licensed to do business in the State of Kansas, Second Party,

WITNESSETH, That the said First Party, in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, does by these presents, subject to the reservation herein contained, grant, bargain, sell and convey unto Second Party, its successors and assigns, all of the real estate situated in the County of Shawnee, and State of Kansas, described as the West one-half of Lots three and four of the Northeast Quarter of Section Twelve in Township Thirty-four, Range Twenty-five.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever; subject, however, to the reservation unto the Grantor and her assigns for a period of twenty years from and after the date hereof of all oil, gas, minerals, fossil substances and pipe reserving the right to enter upon said lands and to remove any and all of such substances by mining or otherwise with the right to use so much of the surface of said lands as shall be necessary for such removal. At the end of said twenty year period, this reservation shall cease and terminate and complete fee simple title shall vest in Grantee, its successors and assigns.

And the said Grantor, Anna Moore, for her heirs, executors and administrators does hereby covenant, promise and agree to and with Second Party, its successors and assigns, that at the delivery of

(81.30 Transfer tax was stamped and cancelled)

these presents she is lawfully seized in her own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of what nature or kind, soever and that she WILL WARRANT AND FOREVER DEFEND the same unto said Second Party, its successors and assigns, against First Party, her heirs, and all and every person or persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, First Party has hereunto set her hand, the day and year first above written.

Anna P. Moore

STATE OF ARIZONA)
) ss.
County of Maricopa)

BE IT REMEMBERED, That on this 28 day of October A.D. 1953, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Anna Moore, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Harry J. Peterson
Notary Public

(Notarial Seal)

My Commission expires.
My Commission Expires Jan. 8, 1956

Filed for record on the 18 day of Jan. A.D. 1954 at 9:00 o'clock A.M.

Minnie Lowenstaff
Register of Deeds

(Official Seal)

WARRANTY DEED

Book 159 Page [illegible]

THIS INDENTURE, made this 23rd day of February, 1956, between Ben Ferguson, a single person, of Jasper County, Missouri, as first party and The Eagle Picher Company, of Cincinnati, Ohio, our Ohio corporation, as second party.

WITNESSETH, That the said first party for and in consideration of the sum of Five Hundred Dollars, the receipt of which is hereby acknowledged, does by these presents, subject to the reservation herein after set forth, grant, bargain, sell and convey unto said second party, its successors and assigns, all of the real estate in Cherokee County, State of Kansas, described as:

A strip of ground one hundred feet (100 ft.) in width across the east one-half of lots three and four, of the southwest quarter of section twelve, township thirty-four, range twenty-five, which said strip adjoins and lies immediately north of the railroad right-of-way of the Missouri-Kansas-Texas Railroad Company.

(S.S) Revenue stamps attached and cancelled)

TO HAVE AND TO HOLD THE SAME, together with all and singular the over rents, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever; subject, however, to a reservation in the grantor of the right to prospect, develop and develop for and all oil, gas, minerals, mineral substances and ores under the surface of said tract and to take and remove any and all of the same by excavation and tunneling towards the surface from adjoining lands provided, in carrying on such exploration, development, prospecting and mining operations the same shall be so conducted as not to interfere with the use of the surface of the lands herein conveyed nor to cause the same to cave or fall in. This reservation shall be for the benefit of and available to the grantor and to the heirs, legal representatives and assigns of the grantor and shall run for a period of twenty years from the date hereof and shall terminate at the expiration of such period without action, notice or demand by any party hereto.

And the said grantor for her heirs, successors by administrators, does hereby covenant, promise and agree to and with said second party that at the delivery of these presents she is lawfully seized in her own right, of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, that the same are free, clear, discharged and unencumbered of and from all former and other grants titles, charges, estates, judgments, taxes, assessments and tax sales, of what nature and kind soever; subject, however, to taxes accruing due and payable in the year 1956 and thereafter and subject to any rights of way heretofore or now existing for public road purposes; and grantor will warrant and forever defend the title hereunto conveyed unto said second party its successors and assigns against the first party, her heirs, and all and every person or persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said first party has hereunto set her hand the day and year above written.

Ben Ferguson

STATE OF MISSOURI)
) ss
COUNTY OF JASPER)

Before me E. E. Ryan a Notary Public within and for said County and State, on this 23rd day of February 1956, personally appeared Ben Ferguson, a single person, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above set forth.

E. E. Ryan
Notary Public

(Notarial Seal)
My commission expires Dec. 6-1958

Filed for record on the 29 day of Feb. A. D. 1956 at 2:10 o'clock P. M.

[illegible]
Register of Deeds

(Official Seal)

TRACT No
EPA 278

MAP WORK CARD

Tract No. GA4138

Cherokee County

Card 1 of 5

Map Number

ASSESSMENT ROLL INFORMATION

OWNER'S NAME AND MAILING ADDRESS

EAGLE PICHER CO
BOX 779
CINCINNATI, OH 45201

PROPERTY ADDRESS

	DEED BOOK/PAGE	DATE		DEED BOOK/PAGE	DATE
1	[illegible]	[illegible]	3	[illegible]	[illegible]
2	[illegible]	[illegible]	4		

ASSESSMENT ROLL DESCRIPTION

PT NW 1-4 LYING N OF R-W EX
IRR TO 13

OWNERSHIP UPDATE-NAME AND ADDRESS

DEED BOOK/PAGE	DATE	DEED BOOK/PAGE	DATE

KANSAS PARCEL NUMBER

COUNTY NUMBER	MAP AREA LOCATION	SECTION	SITE NO	QUARTER SECTION	BLOCK	PARCEL	OWN CODE
0111	016	13	0	33	011	0021.010	3

CITY PUL INP | TAX UNIT 045 220

SUBDIVISION CODE

OWNER'S NAME FROM DEED

PICHER INVO INC

OWNER'S MAILING ADDRESS

BOX [illegible]
[illegible]

TAXPAYER'S NAME AND ADDRESS

LOT (S) OF BLOCK OF

SUB/DIV PB PG

PROPERTY DESCRIPTION

A PARCEL LOCATED IN SEC 13 TNP 34 RNG 25E

DESCRIBED AS: [illegible]

LOT SIZE (DIMENSIONS)	ACREAGE
. X .	153.0

WARRANTY DEED RECORD

Book 1V3 Page 25

GENERAL WARRANTY DEED

From

C. E. Furney and Rose Furney, his wife.

To

STATE OF KANSAS, [illegible] County, ss.

This instrument was filed for record on this the 1 day of [illegible] A. D. 19 48, at 10:00 A. M.

Joe Patton

Register of Deeds

(SEAL)

By _____

Deputy.

THIS INDENTURE, Made and entered into this [illegible] day of July, A. D. 19 48, between One Thousand Nine Hundred and Forty-eight by and between C. E. Furney and Rose Furney, his wife,

of Chanute, Kansas, in the State of Kansas, of the first part, and

EAGLE-PICHER MINING & SMELTING COMPANY, a Delaware corporation

[illegible] of the second part,

WITNESSETH: That said parties of the first part, in consideration of the sum of

One Dollar and other good and sufficient considerations, [illegible]

WHEREAS

[illegible] by these presents GRANT, BARGAIN, SELL and CONVEY unto said party of the second part, its heirs and assigns, all the following described real estate situated in the County of Cherokee and State of Kansas, towit:

That part of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section Thirteen (13), Township Thirty-four (34) South, Range Twenty-five (25) East of the Sixth Principal Meridian, Cherokee County, Kansas, lying north of the north right-of-way line of the existing public road known as Clark Avenue and the north right-of-way line of the [illegible] Railway Company, [illegible] of said northeast fourteen of the southwest quarter containing [illegible] (17) acres, more or less.

[illegible]

[illegible] Thirty-four (34) South, Range Twenty-five (25) East of the Sixth Principal Meridian, Cherokee County, Kansas, lying north of the north right-of-way line of the [illegible] Railway Company [illegible] (17) acres, more or less.

[illegible]

TO HAVE AND TO HOLD THE SAME, [illegible] and appurtenances thereunto belonging, or in anywise appertaining, forever

and said C. E. Furney and Rose Furney, his wife, for [illegible]

[illegible] WILL WARRANT AND FOREVER DEFEND

[illegible]

IN WITNESS WHEREOF, [illegible]

[illegible]

STATE OF KANSAS, [illegible] County, ss.

BE IT REMEMBERED, That on this [illegible] day of [illegible] A. D. 19 48, before me, the undersigned, a Notary Public in and for said County and State aforesaid, [illegible]

[illegible]

SUBSCRIBED AND SWORN

TO WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

SEAL

[illegible]

Notary Public.

My commission expires [illegible] 19 [illegible]

Book 156 Page 555

A. D., One Thousand Nine Hundred and Fifty-two

THIS INDENTURE, Made on the 20th day of August/by and between Pilarro L. Robeson and Emma Louise Robeson, husband and wife; Floyd T. Robeson and Grace B. Robeson, husband and wife; of Sherman County, Kansas parties of the First Part, and The Eagle-Picher Company, a corporation, organized under the laws of the State of Ohio, party of the Second Part:

WITNESSETH, That the said parties of the First Part, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, to them said by the said party of the Second Part, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, and Sell, Convey and Confirm unto the said party of the Second Part, its successors and assigns, the following described Lots, Tracts or Parcels of Land lying, being and situate in the county of Sherman and State of Kansas to-wit: All

All that portion of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Thirteen (13), Township Thirty-four South (34 S.), Range Twenty-five East (25 E.) not now owned by The Eagle-Picher Company, said tract containing approximately Twenty-seven and Twenty-one Hundredths (27.21) acres and lying adjacent to and immediately North of the Nineteen and Forty-two Hundredths (19.42) acres now owned by the Eagle-Picher Company in said Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) and

All that portion of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Thirteen (13), Township Thirty-four South (34 S.), Range Twenty-five East (25 E.) lying North and West of the right-of-way of the Missouri-Kansas and Texas Railroad Company, except that portion thereof now owned by The Eagle-Picher Company, said tract containing approximately One and Seventy-one Hundredths (1.71) acres and adjoining and lying North and West of the Fifteen and Sixty-seven Hundredths (15.67) acres now owned by The Eagle-Picher Company in the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼). First Parties hereby reserve all minerals lying under both of said tracts and the right to prospect and produce said minerals, using the necessary portion of the surface of said premises required for such production, without payment of royalty or other charges to Second Party, all for a period of Twenty (20) years following the execution of this agreement. At the expiration of said Twenty (20) year period any and all rights or reservations of the First Parties in and to said premises shall terminate and end. (81.68 Revenue Stamps Affixed and Cancelled.)

TO HAVE AND TO HOLD, The premises aforesaid, with all and singular the rights, privileges, appurtenances and hereditaments thereto belonging, or in anywise appertaining unto said party of the Second Part and unto its successors and assigns FOREVER; the said First Parties hereby covenanting that they are lawfully seized of an indefeasible Estate in Fee to the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by them or those under them they claim and that they will WARRANT AND DEFEND the title of said premises unto the said party of the Second Part, and unto its successors and assigns FOREVER against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the First Part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of us.

Pilarro L. Robeson (SEAL)
Emma Louise Robeson (SEAL)
Floyd T. Robeson (SEAL)
Grace B. Robeson (SEAL)

STATE OF COLORADO)
) SS.
COUNTY OF EL PASO)

On this 20th day of August, 1952, before me, a Notary Public in and for said County, personally appeared Pilarro L. Robeson and Emma Louise Robeson his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my name and affixed my official seal at my office in Colorado Springs in said county and state, the day and year first above written.

My term expires My Commission Expires Nov. 5, 1955, 195__ J. H. Nelson

(Notarial Seal)

STATE OF KANSAS)
) SS.
COUNTY OF SHERMAN)

On this 22d day of August, 1952, before me, a Notary Public in and for said County, personally appeared Floyd T. Robeson and Grace B. Robeson his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my name and affixed my official seal at my office in Goodland in said County and State, the day and year first above written.

My term expires Nov. 19, 1953.

Hallie Mitchell Swaney
Notary Public

(Notarial Seal)

Filed for record on the 27 day of Aug. A. D. 1952, at 2:25 o'clock afternoon P. M.

(Official Seal)

Minnie Langendorff
Recorder.

Book 747 Original Lee

[illegible] Company, a Delaware corporation, party of the first part, duly licensed to do business in the State of Kansas, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN, SELL AND CONVEY unto THE EAGLE-PICHER LEAD COMPANY, a Ohio corporation, duly licensed to do business in the State of Kansas, party of the second part, its successors and assigns, all the following described real property and premises situated in Cherokee County, State of Kansas, to-wit:

Ten (10) acres in a square form in the Southwest (S. W.) corner of the Northwest Quarter (N.W.¼) of the Northwest Quarter (N.W.¼), Section Thirteen (13), Township Thirty-four (34), Range Twenty-five (25), East of the Sixth Principal Meridian, and excepting therefrom the right of way of the Missouri, Kansas & Northwestern Railroad Company, and being the same [illegible] conveyed to The Eagle-Picher Lead Company by deed dated the 3rd day of July, 1916, and recorded in the office of the Register of Deeds in and for said County in Book 75, Page 346;

AND,

Beginning at a point Three Hundred Thirty Feet (330') North 0°30' West, Six Hundred Sixty Feet (660') West of the Southeast corner of the Northwest Quarter (N.W.¼) of the Northwest Quarter (N.W.¼) of Section Thirteen (13), Township Thirty-four (34) South, Range Twenty-five (25), East of the Sixth (6th) Principal Meridian; thence South [illegible] Feet; thence South [illegible] Feet; thence West Seventy-eight Feet (78') more or less to a point Two Hundred Twenty-three and Three-tenths (223.3) Feet North of the Southeast corner of Eagle-Picher Lead Company's [illegible] tract; thence North on the West One Hundred Six and Seven-tenths (106.7) Feet more or less to place of beginning, containing .078 acres more or less, and being the same property conveyed to The Eagle-Picher Lead Company by deed dated the 11th day of February, 1920, and recorded in the office of the Register of Deeds in and for said County in Book 99 at Page 55;

AND,

Lot Six (6) in Block Two (2); Lots One (1), Two (2) and Three (3) in Block Three (3); Lots One (1) to Four (4) inclusive, in Block Four (4), all in Brownsmeyer's Addition to the City of Galena, situated in the Southwest Quarter [illegible] of the Northwest Quarter (N.W.¼) of Section Thirteen (13), and the Southeast Quarter (S.E.¼) of the Northeast Quarter (N.E.¼) of Section Fourteen [illegible], Township Thirty-four (34), Range Twenty-five (25), excepting streets and alleys as indicated on the plat of record of said Addition, and also excepting a portion of the railroad and public highway, adjacent to said railroad right of way, and being the same property conveyed to The Eagle-Picher Lead Company by deed dated the 14th day of January, 1920, and recorded in the office of the Register of Deeds in and for said County in Book 117 at Page 170;

AND,

Beginning at the Northwest corner of the Southwest Quarter (S.W.¼) of the Northwest Quarter (N.W.¼) of Section Fourteen (14), Township Thirty-four (34), South, of Range Twenty-five (25) East, running thence West Three Hundred Thirty Feet (330'); thence South Six Hundred Sixty (660') Feet; thence East Three Hundred Thirty (330') Feet; thence North Six Hundred Sixty (660') Feet, to place of beginning, containing Five (5) acres, subject to the right of way of the Missouri, Kansas and Northwestern Railway Company over the Southeast corner thereof; also, Beginning at the Northwest corner of the Southwest Quarter [illegible] of the Northwest Quarter (N.W.¼) of Section Thirteen (13), Township Thirty-four [illegible] of Range Twenty-five (25) East; thence running East Three Hundred Thirty Feet (330'); thence South Six Hundred Sixty Feet (660'); thence West Three Hundred Thirty Feet (330'); thence Northerly Six Hundred Sixty Feet (660') to place of beginning, containing Five (5) acres; ALSO, Lots numbered One (1), One (1), Three (3), Four (4) and Five (5) in Block Two (2); Lots numbered One (1), One (1), Three (3), Four (4), Five (5), Six (6), Seven (7) and Eight (8) in Block Five (5); Lots numbered Five (5) and Six (6) in Block Eight (8), excepting streets and alleys as indicated by the plat of record of said Addition, and also excepting the plat of map of the M. K. & T. Railway Company and also a strip adjacent to said railroad right of way, all in Brownsmeyer's Addition to the City of Galena, Kansas, all mineral rights in the [illegible] Brownsmeyer's Addition being reserved by some former grantors [illegible] restricted exception being a railroad right of way; A Fifty [illegible] Feet wide of [illegible] the following described tract of land: Beginning [illegible] corner of the Northwest Quarter (N.W.¼) of the Northwest [illegible] of Section Thirteen [illegible], Township Thirty-four (34), Range [illegible] of the Sixth Principal Meridian; thence East Six Hundred Sixty [illegible] to the Southwest corner of the Eagle-Picher Lead Company's [illegible] Company's Ten (10) acre [illegible] Hundred Feet [illegible]) more or less to the Northwest corner [illegible] Ten (10) acre tract; thence North [illegible] more or less on the right of way line of the St. Louis [illegible] said right of way line to a [illegible] for a distance of Four Hundred Twenty-five Feet (425') [illegible] of the crossing of the said right of way line with the [illegible] Company's tract; thence South One Hundred [illegible] Feet more or less to the West line of the Eagle-Picher Lead [illegible] to the place of beginning, comprising approximately Two and [illegible] more or less, and being the same property conveyed to The [illegible] Company by deed dated the 7th day of March, 1929, and recorded [illegible] office of the Register of Deeds in and for said County in Book 119 at [illegible]

[illegible] of Lots numbered Seven (7), Eight (8), and Nine (9) in Block [illegible] Brownsmeyer's Addition to the City of [illegible] conveyed to The Eagle-Picher Lead Company by [illegible] of January, [illegible], and recorded in the office of the Register [illegible] Page 172; also by deed dated the [illegible] in Book [illegible], Page [illegible]

Public in and for said County and State, personally appeared Elmer Isern, Vice-President, and Kenneth E. Kirrel, Assistant Secretary, of The Eagle-Picher Mining and Smelting Company, the corporation whose name is subscribed to and which executed the foregoing instrument, and for themselves and as such officers respectively and for and on behalf of said corporation, acknowledged the signing and execution of said instrument; and acknowledged that the seal affixed to said instrument is the corporate seal of said corporation, that they affixed said corporate seal to, and otherwise executed said instrument, by authority of the Board of Directors, and on behalf, of said corporation; and that the signing and execution of said instrument is their free and voluntary act and deed, their free act and deed as such officers respectively, and the free and voluntary act and deed of said corporation, for the uses and purposes in said instrument mentioned.

In testimony whereof, I have hereunto subscribed my name and affixed my Notarial seal, on the day and year last aforesaid.

Loren Northerry Johnson
Notary Public, Jasper County
State of Missouri

(Notarial Seal)

My Commission expires
December 17, 1951

Filed for record on the 2 day of July A. D. 1948 at 9:00 o'clock A. M.

(Official Seal)

Joe Batson
Register of Deeds

TRACT No.

EPA 279

MAP WORK CARD

Tract No. 5711

Cherokee County

Card 1

Map Number 206 13 20

ASSESSMENT ROLL INFORMATION

OWNER'S NAME AND MAILING ADDRESS

PROPERTY ADDRESS

	DEED BOOK/PAGE	DATE		DEED BOOK/PAGE	DATE
1			3		
2			4		

ASSESSMENT ROLL DESCRIPTION

OWNERSHIP UPDATE-NAME AND ADDRESS

DEED BOOK/PAGE	DATE	DEED BOOK/PAGE	DATE

KANSAS PARCEL NUMBER

COUNTY NUMBER	MAP AREA LOCATION	SECTION	SUB NO	QUARTER SECTION	BLOCK	PARCEL	OWN CODE
011	016	13			02	1	0

CITY TWP 011 | TAX UNIT 045 220

SUBDIVISION CODE

OWNER'S NAME FROM DEED

[illegible] MIDWEST OIL INC

OWNER'S MAILING ADDRESS

[illegible] 1127

[illegible] OKLA. 74512

TAXPAYER'S NAME AND ADDRESS

LOT (S) OF BLOCK OF

SUB/DIV PB PG

PROPERTY DESCRIPTION

A PARCEL LOCATED IN SEC 13 TNP 34 RNG 25

DESCRIBED AS NW1/4 NW1/4 NW1/4 NW1/4 OF SE1/4 [illegible]

LOT SIZE (DIMENSIONS)		ACREAGE			
X		DET	DEED	CALC	USED
				16.9	

A. D., One Thousand Nine Hundred and Fifty-two

THIS INDENTURE, Made on the 20th day of August, by and between Pierre L. Robeson and Emma Louise Robeson, husband and wife; Floyd T. Robeson and Grace A. Robeson, husband and wife; of Cherokee County, Kansas parties of the First Part, and The Eagle-Picher Company, a corporation, organized under the laws of the State of Ohio, party of the Second Part:

WITNESSETH, That the said parties of the First Part, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, to them said by the said party of the Second Part, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, and Sell, Convey and Confirm unto the said party of the Second Part, its successors and assigns, the following described Lots, Tracts or Parcels of Land lying, being and situate in the County of Cherokee and State of Kansas to-wit: All

All that portion of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Thirteen (13), Township Thirty-four South (34 S.), Range Twenty-five East (25 E.) not now owned by The Eagle-Picher Company, said tract containing approximately Twenty-seven and Twenty-one Hundredths (27.21) acres and lying adjacent to and immediately North of the Nineteen and Forty-two Hundredths (19.42) acres now owned by the Eagle-Picher Company in said Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) and

All that portion of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Thirteen (13), Township Thirty-four South (34 S.), Range Twenty-five East (25 E.) lying North and West of the right-of-way of the Missouri-Kansas and Texas Railroad Company, except that portion thereof now owned by The Eagle-Picher Company, said tract containing approximately One and Seventy-one Hundredths (1.71) acres and adjoining and lying North and West of the Fifteen and Sixty-seven Hundredths (15.67) acres now owned by The Eagle-Picher Company in the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼). First Parties hereby reserve all minerals lying under both of said tracts and the right to prospect and prepare said minerals, using the necessary portion of the surface of said premises required for such production, without payment of royalty or other charges to Second Party, all for a period of Twenty (20) years following the execution of this agreement. At the expiration of said Twenty (20) year period any and all rights or reservations of the First Parties in and to said premises shall terminate and end. (Ex. 6; Revenue Stamps Affixed and Cancelled.)

EXCEPTED

TO HAVE AND TO HOLD, The premises aforesaid, with all and singular the rights, privileges, appurtenances and hereditaments thereto belonging, or in anywise appertaining unto said party of the Second Part and unto its successors and assigns FOREVER; the said First Parties hereby covenanting that they are lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by them or those under whom they claim and that they will WARRANT AND DEFEND the title of said premises unto the said party of the Second Part, and unto its successors and assigns FOREVER against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the First Part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of us.

Pierre L. Robeson (SEAL)
Emma Louise Robeson (SEAL)
Floyd T. Robeson (SEAL)
Grace A. Robeson (SEAL)

STATE OF [illegible]
) SS.
COUNTY OF EL PASO)

On this 20th day of August, 1952, before me, a Notary Public in and for said County, personally appeared Pierre L. Robeson and Emma Louise Robeson his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Colorado Springs in said County and State, the day and year first above written.

My term expires My Commission Expires Nov. 1, 1955, 19__

J. M. Nelson

(Notarial Seal)

STATE OF KANSAS
) SS.
COUNTY OF CHEROKEE)

On this 27th day of August, 1952, before me, a Notary Public in and for said County, personally appeared Floyd T. Robeson and Grace A. Robeson his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Galena in said County and State, the day and year first above written.

My term expires Sept. 5th, 1953.

Hollis Mitchell Downey
Notary Public

(Notarial Seal)

Filed for record on the 22 day of Aug. A. D. 1952, at 3:25 o'clock [illegible] P. M.

Minnie Longstaff
Recorder.

(Official Seal)

TRACT No

EPA 281

MAP WORK CARD

Card 1 of

Map Number 206-14-10

Cherokee County

GA4171 X

ASSESSMENT ROLL INFORMATION

OWNER'S NAME AND MAILING ADDRESS

EAGLE PICHER CO
BOX 779
CINCINNATI, OH 45201

PROPERTY ADDRESS

DEED BOOK/PAGE	DATE	DEED BOOK/PAGE	DATE
117150		3	
		4	

ASSESSMENT ROLL DESCRIPTION

A TR 665.7 FEET N AND S BY 333 FEET E AN
W IN SE 1-4 NE 1-4
IRR TR 14

OWNERSHIP UPDATE-NAME AND ADDRESS

DEED BOOK/PAGE	DATE	DEED BOOK/PAGE	DATE

KANSAS PARCEL NUMBER

COUNTY NUMBER	MAP AREA LOCATION	SECTION	SHT NO	QUARTER SECTION	BLOCK	PARCEL	OWN CODE
011	206	14	0	10	13	10.010	0

CITY POL INP: N O ALTONA

TAX UNIT: 045 220

SUBDIVISION CODE

OWNER'S NAME FROM DEED

EAGLE PICHER CO INC

OWNER'S MAILING ADDRESS

BOX 779
CINCINNATI OH 45201

TAXPAYER'S NAME AND ADDRESS

LOT (S) OF BLOCK OF

SUB/DIV PB PG

PROPERTY DESCRIPTION

A PARCEL LOCATED IN SEC TNP RNG

DESCRIBED AS: BEG NE COR SE1/4 NE1/4
N 665.7 S 665.7 E 333.7
W TO BOB

LOT SIZE (DIMENSIONS)			ACREAGE			
667(S) X 665.7(D)			51	50	47	
WIDTH (FRONT)	DEPTH (SIDE)		DEC	DEC		

[illegible]

[illegible] Company, a Delaware corporation, party of the first part, duly licensed to do business in the State of Kansas, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN, SELL and CONVEY unto THE EAGLE-PICHER COMPANY, a Ohio corporation, duly licensed to do business in the State of Kansas, party of the second part, its successors and assigns, all the following described real property and premises situated in Cherokee County, State of Kansas, to-wit:

The [illegible] acres in a triangle form in the Southeast (S. E.) corner of the Northwest Quarter (N.W.¼) of the Northwest Quarter (N.W.¼) of Section Thirteen (13), Township Thirty-four (34), Range Twenty-five (25), East of the Sixth Principal Meridian, and excepting therefrom the right of way of the Missouri, Kansas & Northwestern Railroad Company, and being the same [illegible] conveyed to The Eagle-Picher Lead Company by deed dated the 3rd day of July, [illegible], and recorded in the office of the Register of Deeds in and for said County in Book [illegible], Page [illegible];

[illegible]

Beginning at a point Three Hundred Thirty Feet (330') North 0°30' West, Six Hundred Sixty Feet (660') West of the Southeast corner of the Northwest Quarter (N.W.¼) of the Northwest Quarter (N.W.¼) of Section Thirteen (13), Township Thirty-four (34) South, Range Twenty-five (25), East of the Sixth (6th) Principal Meridian; thence South [illegible] West Forty-nine (49) Feet; thence South 59° 29' East [illegible] Feet (78') more or less to a point Two Hundred Twenty-three and Thirty-nine (223.39) Feet North of the Southwest corner of Eagle-Picher Lead Company's ten acre tract; thence North 89° 30' West One Hundred Six and Seventy (106.70) Feet more or less to place of beginning, containing .078 acres more or less, and being the same property conveyed to The Eagle-Picher Lead Company by deed dated the 11th day of February, 1920, and recorded in the office of the Register of Deeds in and for said County in Book 99 at Page 99;

[illegible]

Lot Six (6) in Block Two (2); Lots One (1), Two (2) and Three (3) in Block Three (3); Lots One (1) to Four (4) inclusive, in Block Four (4), all in Brinkerhoff's Addition to the City of Galena, situated in the Southwest Quarter (S.W.¼) of the Northwest Quarter (N.W.¼) of Section Thirteen (13), and the Southeast Quarter (S.E.¼) of the Southwest Quarter (S.W.¼) of Section Fourteen (14), in Township Thirty-four (34), Range Twenty-five (25), excepting streets and alleys as indicated by the plat of record of said Addition, and also excepting the right of way of the Missouri, Kansas & Northwestern Railway Company, adjacent to said railroad [illegible] conveyed to The Eagle-Picher Lead Company by deed dated the 16th day of February, 1922, and recorded in the office of the Register of Deeds in and for said County in Book 117 at Page 170;

[illegible]

Beginning at the Northeast corner of the Southeast Quarter (S.E.¼) of the Southwest Quarter (S.W.¼) of Section Fourteen (14), Township Thirty-four (34), South, of Range Twenty-five (25) East, running thence West Three Hundred Thirty Feet (330'); thence South Six Hundred Sixty (660') Feet; thence East Three Hundred Thirty (330') Feet; thence North Six Hundred Sixty (660') Feet, to place of beginning, containing Five (5) acres, subject to the right of way of the Missouri, Kansas and Northwestern Railway Company over the Southeast corner thereof; [illegible] Beginning at the Northwest corner of the Southwest Quarter (S.W.¼) of the Northwest Quarter (N.W.¼) of Section Thirteen (13), Township Thirty-four (34) South of Range Twenty-five (25) East; thence running East Three Hundred Thirty Feet (330'); thence South Six Hundred Sixty Feet (660'); thence Northerly Six Hundred Sixty Feet (660') to place of beginning, containing Five (5) acres; ALSO, Lots numbered One (1), Two (2), Three (3), Four (4), Five (5) in Block Two (2); Lots numbered One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) and Eight (8) in Block Five (5); Lots numbered Five (5) and Six (6) in Block Four (4), excepting streets and alleys as indicated by the plat of record of said Addition; and also excepting the right of way of the M. K. & T. Railway Company [illegible] adjacent to said railroad right of way, all in Brinkerhoff's Addition to the City of Galena, Kansas, all mineral rights in the premises hereinbefore described being reserved by some former grantor; [illegible] excepted concerning a railroad right of way: A Fifty [illegible] Foot strip of [illegible] the following described tract of land: Beginning at the Northwest corner of the Southwest Quarter (S.W.¼) of the Northwest Quarter (N.W.¼) of Section Thirteen (13), Township Thirty-four (34), Range [illegible] of the Sixth Principal Meridian; thence East Six Hundred Sixty Feet [illegible] more or less to the Northwest corner of the Eagle-Picher Lead Company's [illegible] tract, formerly owned by the Galena Smelter Company's Ten (10) acre tract; thence [illegible] Four Hundred Feet (400') more or less to the Northwest corner of the [illegible] Corporation's Ten (10) acre tract; thence North [illegible] Feet [illegible] more or less to the right of way line of the St. Louis [illegible] Railroad Company; in the following said right of way line in a [illegible] direction for a distance of Four Hundred Twenty-five Feet (425') [illegible] to the point of intersection of the said right of way line with the [illegible] Eagle-Picher Lead Company's tract; thence South One Hundred [illegible] Feet [illegible] more or less [illegible] the West line of the Eagle-Picher Lead [illegible] to the place of beginning, comprising approximately Ten and [illegible] more or less; and being the same property conveyed to The [illegible] Company by deed dated the 26th day of March, 1929, and recorded in the office of the Register of Deeds in and for said County in Book 119 at Page [illegible].

[illegible]

[illegible] of Lots numbered Seven (7), Eight (8), and Nine (9) in Block Two (2), lying North of Clark Avenue in Brinkerhoff's Addition to the City of Galena, and being the same property conveyed to The Eagle-Picher Lead Company by deed dated the 16th day of January, [illegible], and recorded in the office of the Register of Deeds in and for said County in Book 117 at Page 172; also by deed dated the [illegible] day of February, 1929 in Book 117, Page 17[illegible];

ALSO,
Two and One-Half (2½) acres, more or less, in the Northwest Quarter (N.W.¼) of the Northwest Quarter (N.W.¼) of Section Thirteen (13), Township Thirty-four (34), Range Twenty-five (25) and described as follows: Beginning at a point Six Hundred Sixty Feet (660') West of the Southeast corner of the Northwest Quarter (N.W.¼) of the Northwest Quarter (N.W.¼) of Section Thirteen (13) Township Thirty-four (34), Range Twenty-five (25), running thence North Three Hundred Thirty Feet (330'); thence from said point in the Southwesterly direction to the Southwest corner of the Northwest Quarter (N.W.¼) of the Northwest Quarter (N.W.¼) of Section Thirteen (13), Township Thirty-four (34), Range Twenty-five (25); thence East Six Hundred Sixty Feet (660') to point of beginning, excepting therefrom the right of way of the Frisco Railway and a certain all portion of land lying within these bounds and already transferred to The Eagle-Picher Lead Company, and including in this conveyance the complete smelting plant, buildings, furnaces and equipment, situated on said land; and being the same property conveyed to The Eagle-Picher Lead Company by deed dated the 30th day of January, 1929, and recorded in the office of the Register of Deeds in and for said County in Book 119 at Page 171.

All the property hereinbefore described in this instrument being the same property conveyed to the Eagle-Picher Mining and Smelting Company by deed dated 27th day of August, A. D., 1929, and recorded in the office of the Register of Deeds in and for said County in Book 117, Page 577;

ALSO,
That part of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼), of Section Thirteen (13), Township Thirty-four (34) North, Range Twenty-five (25) East of the Sixth Principal Meridian, Cherokee County, Kansas, lying north of the north right-of-way line of the existing public road known as Clark Avenue and the north right-of-way line of the M. K. & T. Railway Company, except one and seventy-one one hundredths (1.71) acres out of the northwest corner of said Northwest Quarter of the Northwest Quarter, containing seventeen (17) acres, more or less; and that part of Lot Number One (1), Section Thirteen (13), Township Thirty-four (34) North, of Range Twenty-five (25) East of the Sixth Principal Meridian, Cherokee County, Kansas, lying north of the north right-of-way line of the M. K. & T. Railway Company, containing one-half (½) acre, more or less, and being the same property conveyed to Eagle-Picher Mining and Smelting Company by deed dated the 31st day of July, 1929, and recorded in the office of the Register of Deeds in and for said County in Book 117, Page 170;

ALSO,
Beginning at a point Six Hundred Six and Six tenths (606.6) feet North of Front Street on the East side of the alley east of Main Street in the City of Galena, Cherokee County, Kansas, for a place of beginning; thence East one hundred (100) feet to west side of Main Street; thence North Fifty (50) feet to an iron pin on the south side of the right of way of the St. Louis & San Francisco Railroad; thence in a southwesterly direction along the south line of said right of way one hundred seven and eight-tenths (107.8) feet; thence south eight and nine-tenths (8.9) feet to the place of beginning, being a part of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section Thirteen (13), Township Thirty-four (34), Range Twenty-five (25), and being the same property conveyed to The Eagle-Picher Lead and Smelting Company by deed dated the 28th day of March, 19[illegible], and recorded in the office of the Register of Deeds in and for said County in Book 137, Page 372.

TO HAVE AND TO HOLD the said premises, together with all and singular the buildings, installations, improvements and appurtenances thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the party of the first part either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever.

And the said party of the first part, for itself and its successors, does covenant to the said party of the second part, its successors and assigns, that it has not made, or, executed or suffered any act or thing whatsoever whereby the above described premises or any part thereof, when or at any time hereafter, shall or may be impeached, charged or incumbered in any manner whatsoever, or the title to the above granted premises against all persons lawfully claiming the same from, through or under it, the said party of the first part will warrant and defend, and set forth.

IN WITNESS WHEREOF, the said party of the first part, THE EAGLE-PICHER MINING AND SMELTING COMPANY, grantor, caused its corporate seal to be hereunto subscribed and its corporate seal hereunto affixed, by Oliver Ivers, its Vice-President, and Kenneth E. Fiswell, its Assistant Secretary, thereto duly authorized by resolution of the Board of Directors, this 1st day of December the year of our Lord One Thousand Nine Hundred and Forty-seven (1947).

THE EAGLE-PICHER MINING AND SMELTING COMPANY

(Corporate Seal)

By Oliver Ivers
Vice-President

Attest:
Kenneth E. Fiswell
Assistant Secretary

ACKNOWLEDGMENT

State of Missouri)
) ss
City of St. Louis)

BE IT REMEMBERED, That on this 1st day of December in the year of our Lord, One Thousand Nine Hundred and Forty-seven (1947), before me, the subscriber, a Notary

7.

Public in and for said County and State, personally appeared Elmer Isern, Vice-President, and Kenneth L. Kimmel, Assistant Secretary, of The Eagle-Picher Mining and Smelting Company, the corporation whose name is subscribed to and which executed the foregoing instrument, and for themselves and as such officers respectively and for and on behalf of said corporation, acknowledged the signing and execution of said instrument; and acknowledged that the seal affixed to said instrument is the corporate seal of said corporation, and that they affixed such corporate seal to, and otherwise executed said instrument, by authority of the Board of Directors, and on behalf, of said corporation; and that the signing and execution of said instrument is their free and voluntary act and deed, their free act and deed as such officers respectively, and the free and voluntary act and deed of said corporation, for the uses and purposes in said instrument mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my Notarial seal, on the day and year last aforesaid.

Loren Hathaway Johnson
Notary Public, Jasper County
State of Missouri

(Notarial Seal)

My Commission expires
December 28, 1951

Filed for record on the 2 day of July A. D. 1948 at 9:00 o'clock A. M.

(Official Seal)

Joe Patton
Register of Deeds

Co Rd
STREET
STREET
WATER
108.7
500

The buildings and areas that constitute the Eagle-Picher Industries, Inc. chemicals manufacturing facility are excluded from all of the foregoing properties described as Appendix B.

APPENDIX C

EAGLE-PICHER/EPA/DOI/STATE ENVIRONMENTAL SETTLEMENT DISTRIBUTIONS
(ALL FIGURES ARE GENERAL UNSECURED CLAIMS UNLESS OTHERWISE NOTED)

February 6, 1995

SITE	EPA DISTRIBUTION	DOI DISTRIBUTION	STATE DISTRIBUTION
Albion Sheridan	$4,000,000	0	Michigan - $318,000
Auto-Ion	$70,000	0	Michigan - $6,000
Carver Scrap Salvage	$5,000	$5,000	0
Cedartown	$45,000	0	0
Cemetery	$10,000	0	Michigan - $1,000
Cherokee County (Galena -- $3,400,000 and $150,000 adm. exp.) (Baxter, Treece and remainder -- $1,700,000)	$5,100,000 and $150,000 in administrative expense	$3,000,000	0
Fisher-Calo	$500,000	0	0
Ft. Wayne Reduction	$50,000	$5,000	0
Great Lakes Asphalt	$5,000	0	0
Great Lakes Container (Liquidated Site for Michigan only)	0	0	Michigan - $4,000
Howe Valley	$249,000	0	0
Joplin (Not a Liquidated Site)	$1,126,500[a] (Clean Water Act penalty)	0	0
Laskin/Poplar Oil	$91,000	0	0
Northside Sanitary Landfill	$5,000	0	0
Oronogo-Duenweg (Jasper County)	$2,800,000	$424,000	
Rasmussen Dump	$906,000	0	Michigan - $40,000
Rose Township	$100,000	0	Michigan - $22,000
Solvents Recovery	$10,000	0	0

SITE	EPA DISTRIBUTION	DOI DISTRIBUTION	STATE DISTRIBUTION
Springfield Township	$900,000	0	Michigan - $145,000
Tar Creek	$2,550,000	$574,000	Oklahoma - $946,500 (DEQ: $43,500; DMC: $726,000; WRB: $177,000)
Thermo-Chem	$100,000	0	Michigan - $31,000
Transicoil	$1,500,000	0	0
Verona Wellfield/Thomas Solvent	$70,000	0	Michigan - $23,000
Wayne Waste Oil/Wayne Reclamation	$103,000	0	0
Xtron	$5,000	0	0
Missouri and Kansas Smelter Facilities	$17,850,000	0	0
TOTALS	General unsecured claims: $37,010,000 Penalty Claims: $1,126,500** Administrative expense claim: $150,000	$4,000,000	$1,545,500

* 75% of amount to be subordinated.

** Does not include Colorado Springs $150,000 Clean Water Act penalty agreed to in separate settlement.

TOTAL GENERAL UNSECURED CLAIMS: $41,635,000

TOTAL ADMINISTRATIVE EXPENSE: $150,000

APPENDIX D

United States	Distribution	Percentage
Albion Sheridan	4,000,000.00	9.297460
Auto-Ion	70,000.00	0.162705
Carver Scrap Salvage	10,000.00	0.023243
Cedartown	45,000.00	0.104596
Cemetery	10,000.00	0.023243
Cherokee County 1]	8,550,000.00	19.87332
Fisher-Calo	500,000.00	1.162162
Ft. Wayne Reduction	55,000.00	0.127840
Great Lakes Asphalt	5,000.00	0.011621
Great Lakes Container	0.00	0
Howe Valley	249,000.00	0.578766
Joplin		
Laskin/Poplar Oil	91,000.00	0.211517
Northside Sanitary Landfill	5,000.00	0.011621
Oronogo-Duenweg	3,224,000.00	7.493753
Rasmussen Dump	900,000.00	2.091928
Rose Township	100,000.00	0.232436
Solvents Recovery	10,000.00	0.023243
Springfield Township	900,000.00	2.091928
Tar Creek	3,124,000.00	7.261316
Thermo-Chem	100,000.00	0.232436
Transicoil	1,500,000.00	3.486547
Verona Wellfield/Thomas Solvent	70,000.00	0.162705
Wayne Waste Oil/Wayne Reclamation	103,000.00	0.239409
Xtron	5,000.00	0.011621
Missouri and Kansas Smelter Facilities	17,850,000.00	41.48991
Subtotal-	41,476,000.00	96.41

States	Distribution	Percentage
Michigan	600,000.00	1.394619
Oklahoma	946,500.00	2.200011
Subtotal-	1,546,500.00	3.59
Total-	43,022,500.00	100.00

1] Administrative expense claim of $150,000 valued at $450,000 for purposes of this allocation schedule.

EXHIBIT B

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION VIII

Docket No. RCRA (3008) VIII-94-03

IN THE MATTER OF: Eagle-Picher Industries, Inc. an Ohio Corporation EPA ID NO.COD048126726 Respondent.	)))))))	CONSENT AGREEMENT

COME NOW Complainant, United States Environmental Protection Agency Region VIII, and Respondent, Eagle-Picher Industries, Inc. who hereby consent and agree as follows.

1. On March 14, 1994, Complainant issued to Respondent a Complaint and Compliance Order (Docket No. RCRA (3008)-VIII-94-03) alleging certain violations of subtitle C of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6901-6991.

2. On January 7, 1991, Respondent filed a petition for relief under chapter 11, Title 11, of the United States Code (the "Bankruptcy Case"), in the United States Bankruptcy Court for the Southern District of Ohio, Western Division, Case No. 1-91-00100 (the "Bankruptcy Court").

3. Complainant agrees to reduce the total proposed civil penalty to $200,000.00 (two hundred thousand dollars) because of additional information which came to light after the filing of the Complaint and the Compliance Order and Respondent's good faith efforts to come into compliance and to settle this matter.

4. Respondent agrees to enter into this Consent Agreement as part of a global settlement with the United States Department of Justice ("DOJ"), the United States Environmental Protection Agency's Office of Administration and Resource Management ("OARM"), and the United States Environmental Protection Agency's Office of Enforcement and Compliance Assurance ("OECA").

5. For purposes of this Consent Agreement, Respondent admits the jurisdictional allegations contained in the Complaint.

6. For purposes of this Consent Agreement, Respondent neither admits nor denies the factual allegations contained in the Complaint and waives its right to hearing thereon.

7. Respondent agrees and consents to the following:

a. In full settlement, satisfaction, and discharge of the Complainant's allegations as set forth in the Complaint, alleging certain violations of subtitle C of RCRA that occurred prior to the date of the Complaint, Complainant shall have a claim of a civil penalty in the amount of $200,000.00 (two hundred thousand dollars) (the "Claim").

b. The claim shall be an allowed unsecured prepetition claim in the Bankruptcy Case and shall be treated and discharged in accordance with the terms and provisions of any plan of reorganization which may be confirmed in the Bankruptcy Case. The claim shall be brought before the Bankruptcy Court for approval together with the settlement agreements entered into with DOJ and OARM. Eagle-Picher will not seek subordination of the Claim in the Bankruptcy Case.

c. Subject to Paragraph b. above, any distribution of cash or other consideration in satisfaction of the Claim shall be due as provided for by the plan of reorganization, and shall be made by sending such distribution with the cash to be in the form of a certified or cashier's check payable to "Treasurer, United States of America" and with such distribution to be sent to the following address:

EPA Region VIII
(Regional Hearing Clerk)
Mellon Bank
P.O. Box 360859M
Pittsburgh, Pennsylvania 15251

The docket number of this action shall be put on the face of the check, and it should also be referenced in some manner on any debt or equity instrument that may be provided under this Agreement.

d. A copy of the check and any debt or equity instrument required under this Agreement shall be mailed to:

Brenda L. Harris
Assistant Regional Counsel
Office of Regional Counsel
U.S. EPA, Region VIII
999 18th Street, Suite 500-8RC
Denver, Colorado 80202-2466

e. Respondent shall otherwise comply with the requirements of RCRA and its implementing regulations.

8. Subject to approval by the Bankruptcy Court in the Bankruptcy Case, without which this Consent Agreement shall be of no force or effect, the provisions of this Consent Agreement shall apply to and be binding upon the Complainant and Respondent and upon Respondent's officers, directors, agents, trustees, servants, employees, successors, assigns, and all persons, firms, and corporations acting under the control or direction of Respondent.

In the event the Bankruptcy Court does not approve of this Consent Agreement, this Consent Agreement or any prior settlement negotiations concerning this Consent Agreement shall not be deemed a waiver of, or otherwise prejudice, any claims or defenses Respondent has concerning the Complaint. Except as to the Claim, this Consent Agreement shall not be deemed a waiver of or otherwise prejudice any claims or defenses Respondent has concerning matters not raised in the Complaint, including any rights or defenses that arise as a result of Respondent's filing of the Bankruptcy Case.

9. Subject to the Bankruptcy Court, failure to comply with paragraph 7 shall result in referral of this matter to the United States Department of Justice for collection under the Federal Claims Collection Act, 31 U.S.C. §§ 3711 et seq., and 4 C.F.R. Part 105. The Bankruptcy Court shall retain jurisdiction over any dispute regarding payment of the Claim allowed pursuant to this Consent Agreement; provided, however, the validity, amount, and propriety of the penalty shall not be subject to review in any proceeding before the Bankruptcy Court. In addition, a six per cent per annum penalty shall be applied on any principal amount not timely paid after such payment is required to be made pursuant to the plan of reorganization confirmed by the Bankruptcy Court.

10. The parties agree that each is to bear their own legal costs resulting from the enforcement, defense and settlement of this action.

11. The undersigned representative of each party to this Consent Agreement certifies that he or she is duly authorized by

the party whom he or she represents to enter into the terms and bind that party to the Consent Agreement, and that this Consent Agreement serves as a full and fair resolution of all issues, claims and allegations raised in this action.

12. This Consent Agreement, upon incorporation into a Consent Order by the Regional Judicial Officer and full satisfaction by the parties, shall be a complete and full settlement of the specific civil violations alleged in the complaints in this matter.

13. The parties agree to submit this Consent Agreement to the Regional Judicial Officer of EPA, Region VIII with a request that it be incorporated into a Consent Order.

14. Subject to the approval of the Bankruptcy Court in the Bankruptcy Case, this Consent Agreement shall be binding on both parties to this action, their officers, directors, employees, successors and assigns upon execution of the Consent Order by the Regional Judicial Officer or his or her designated representative.

15. Nothing in this Consent Agreement shall be construed as a waiver by the U.S. EPA of its authority to seek costs or any appropriate penalty associated with any collection action instituted as a result of Respondent's failure to perform pursuant to the terms of this agreement.

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY REGION VIII

Complainant.

Date:_____ By: _____
Terry Anderson, Chief
Hazardous Waste Branch

Date:_____ By: _____
Michael T. Risner
Deputy Regional Counsel

Date:_____ By: _____
Brenda L. Harris
Assistant Regional Counsel
Office of Regional Counsel

Eagle-Picher Industries, Inc.,
Respondent.

Date:_____ _____
Signature

_____
Print/Type Name

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Criminal Case No. _____

UNITED STATES OF AMERICA,

Plaintiff,

v.

EAGLE-PICHER INDUSTRIES, INC.,

Defendant.

PLEA AGREEMENT AND STATEMENT OF FACTUAL BASIS

Plaintiff UNITED STATES OF AMERICA (the"UNITED STATES") and Defendant EAGLE-PICHER INDUSTRIES, INC. ("EAGLE-PICHER") submit this Plea Agreement and Statement of Factual Basis, in connection with the criminal charges against EAGLE-PICHER concerning its failure to notify the National Response Center of discharges of hazardous substances from its Colorado Springs facility into or upon waters of the United States, as follows:

I. INTRODUCTION

This matter arises from an investigation conducted by the Environmental Protection Agency of EAGLE-PICHER's Colorado Springs facility. In January 1991, EAGLE-PICHER filed for reorganization under Chapter 11 of the bankruptcy code. On February 28, 1995, EAGLE-PICHER filed a plan of reorganization that proposes to give approximately a 91% ownership interest in the company to a trust for the benefit of certain claimants. The EPA and EAGLE-PICHER have negotiated a settlement of CERCLA, Clean Water Act and RCRA claims relating to the company's

operations throughout the United States, which, *inter alia*, gives the UNITED STATES a liquidated claim in EAGLE-PICHER'S bankruptcy case of approximately forty-three million dollars.

EAGLE-PICHER has negotiated this plea agreement relating to disputed matters pertaining to the Colorado Springs facility and has simultaneously negotiated settlements with EPA of various other civil, administrative and related claims concerning the company's Colorado Springs facility.

This plea agreement resolves all potential criminal charges (under any Section of the United States Code) against EAGLE-PICHER concerning, arising from or directly related to alleged violations of environmental statutes at its Colorado Springs facility through and including December 31, 1992, based upon allegations or facts known to the government or within the scope of the government's investigation concerning EAGLE-PICHER'S Colorado Springs facility.[1] This agreement does not concern, address or resolve any matters or conduct which may have occurred since December 31, 1992, if any.

II. PLEA AGREEMENT

The UNITED STATES and EAGLE-PICHER have entered into this plea agreement, pursuant to Federal Rule of Criminal Procedure 11(e)(1)(C), whereby, subject to the approval of the Bankruptcy Court, EAGLE-PICHER will plead guilty to two misdemeanor charges involving violations of the Clean Water Act, 33 U.S.C. §§ 1251 et seq., and will pay a total stipulated fine of $300,000 (pursuant to bankruptcy procedures outlined below). In return, the UNITED STATES will

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[1] "Allegations or facts known to the government or within the scope of the government's investigation" shall mean information or allegations known to the EPA, Federal Bureau of Investigation, Colorado Department of Health or the United States Attorney's Office for the District of Colorado or their agents or informants as of the date of this Agreement, as to any acts or matters or conduct which may have occurred on or before December 31, 1992.

conclude and close its investigation and will not bring other environmental or environmentally-related criminal charges against EAGLE-PICHER or others, concerning conduct at or about its Colorado Springs facility through the end of 1992 arising from or based upon allegations or facts known to the government or within the scope of the government's investigation of EAGLE-PICHER'S Colorado Springs facility (as defined above).

III. EFFECT OF EAGLE-PICHER'S BANKRUPTCY

This plea agreement is submitted pursuant to Federal Rule of Criminal Procedure 11(e)(1)(C) because EAGLE-PICHER does not have authority to plead guilty to these charges without Bankruptcy Court approval. Accordingly, this agreement is tendered to the court subject to EAGLE-PICHER seeking authority to confirm the guilty pleas (including the fines) from the Bankruptcy Court.

In the event the UNITED STATES concludes that this agreement is being frustrated by other parties, or that consent from the Bankruptcy Court will not be forthcoming, then, upon 45 days' written notice to EAGLE-PICHER, the UNITED STATES may withdraw from the agreement and file such charges it deems appropriate. In the event that Bankruptcy Court approval is obtained within such 45 day period prior to the effectiveness of the UNITED STATES' withdrawal, then such notice of withdrawal shall be deemed revoked and of no force or effect.

In the event Bankruptcy Court approval is obtained and this case proceeds to sentencing and the trial court for the District of Colorado imposes a fine in excess of the stipulated amount, then pursuant to Federal Rule of Criminal Procedure 11(e)(1)(C), EAGLE-PICHER may withdraw from

the agreement, withdraw its tendered plea of guilty, and this case will proceed. In such event, the UNITED STATES shall not be barred from filing other charges.

IV. CHARGES AND PENALTIES

Each count of the Information charges a violation of Title 33 U.S.C. Section 1321(b)(5). Because this case involves environmental charges against an organization (concerning 1989 conduct), the Federal Sentencing Guidelines do not apply.[2] The maximum penalty under this section for an organization is a $10,000 fine. Under the Alternative Fines Act, Title 18 U.S.C. Section 3571(c)(5), the alternative maximum fine is $200,000 per count. Under Title 18 U.S.C. Section 3561(b)(2), the maximum period of probation is 5 years per count. A mandatory crime victim fund assessment of $125 per count must be imposed pursuant to Title 18 U.S.C. §3013(a)(1)(B)(iii).

The UNITED STATES and EAGLE-PICHER agree to recommend that the total fine in this case should be $300,000, allocated $150,000 to each count.[3]

The UNITED STATES and EAGLE-PICHER agree (and stipulate) to a three year period of unsupervised probation, during which the court and government may continue to review EAGLE-PICHER'S environmental performance. A condition of probation shall be that EAGLE-PICHER not violate any state or federal environmental law or regulation.

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[2] See Guideline § 8C2.1(a) and Background Commentary, excluding Chapter 2 Section Q offenses (offenses involving the environment).

[3] The fine will be submitted to the Bankruptcy Court for approval (and EAGLE-PICHER will affirmatively seek and recommend its approval) as a general unsecured prepetition claim and in the event the fine is approved by the Bankruptcy Court and ultimately imposed by the trial court for the District of Colorado hearing this matter, the fine will be paid pursuant to the terms of EAGLE-PICHER'S plan of reorganization once a plan is confirmed by the Bankruptcy Court.

V. STATEMENT OF FACTUAL BASIS[4]

The UNITED STATES and EAGLE-PICHER agree that the UNITED STATES' evidence at trial would establish the following facts:

At all material times, EAGLE-PICHER was an Ohio corporation licensed to do business in the State of Colorado. At all times relevant herein, EAGLE-PICHER owned and operated a nickel/cadmium battery manufacturing facility located in Colorado Springs, Colorado.

The Clean Water Act, 33 U.S.C. § 1251 et seq., prohibits the discharge of certain regulated quantities of hazardous substances into or upon navigable waters of the United States. See 33 U.S.C. § 1321(b)(3). The Clean Water Act requires that any person in charge of an onshore facility, as soon as he/she has knowledge of any discharge of a hazardous substance from such a facility in violation of Section 311(b)(3) of the Clean Water Act, 33 U.S.C. § 1321(b)(3), shall immediately notify the appropriate agency of the United States of such discharge.

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[4] In the event that this plea agreement is not accepted by the court, EAGLE-PICHER reserves the right to contest this factual basis and any facts asserted in this document, and to put the government (or any other party) to its proof in this or any other matter, as authorized by Federal Rule of Criminal Procedure 11 (e)(6) and Federal Rule of Evidence 408. The UNITED STATES consents to this reservation of rights.

CLEAN WATER ACT CHARGES

The Information charges Defendant EAGLE-PICHER with two misdemeanor violations of the Clean Water Act as follows:

COUNT 1

Count 1 charges EAGLE-PICHER with failure to immediately notify the appropriate agency of the United States of a discharge of a regulated quantity of hazardous substances to navigable waters of the United States, in violation of 33 U.S.C. § 1321(b)(5).

The UNITED STATES and EAGLE-PICHER agree that the UNITED STATES' evidence at trial would establish the following facts:

1. Defendant EAGLE-PICHER is a corporation and therefore, a person under the Clean Water Act, 33 U.S.C. § 1362(5).

2. Sodium hydroxide, potassium hydroxide, cadmium, and nickel are hazardous substances under Section 311(b)(2)(A) of the Clean Water Act, 33 U.S.C. § 1321(b)(2)(A), and are listed at 40 C.F.R. Part 302.

3. EAGLE-PICHER'S Colorado Springs facility is an onshore facility.

4. Under Sierra Club v. Colorado Refining Co., 838 F. Supp. 1428 (D. Colo., 1993), Fountain Creek and its subterranean aquifer are tributaries to "waters of the United States," including the Arkansas River, and are therefore waters of the United States, 33 U.S.C. § 1362(7).[5]

5. On May 19, 1989, EAGLE-PICHER discharged a regulated quantity of hazardous substances into or upon waters of the United States, to wit, the Fountain Creek aquifer.

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[5] EAGLE-PICHER reserves the right, in other matters or proceedings, to contend that Colorado Refining was wrongly decided or does not apply to the Fountain Creek aquifer.

6. EAGLE-PICHER failed to notify an appropriate agency of the United States of such discharge.

COUNT 2

Count 2 charges EAGLE-PICHER with failure to immediately notify the appropriate agency of the United States of a discharge of a regulated quantity of hazardous substances to navigable waters of the United States, in violation of 33 U.S.C. § 1321(b)(5).

The UNITED STATES and EAGLE-PICHER agree that the UNITED STATES' evidence at trial would establish the following facts:

1. Defendant EAGLE-PICHER is a corporation and therefore, a person under the Clean Water Act, 33 U.S.C. § 1362(5).

2. Sodium hydroxide, potassium hydroxide, cadmium, and nickel are hazardous substances under Section 311(b)(2)(A) of the Clean Water Act, 33 U.S.C. § 1321(b)(2)(A), and are listed at 40 C.F.R. Part 302.

3. EAGLE-PICHER'S Colorado Springs facility is an onshore facility.

4. Under Colorado Refining, Fountain Creek and its subterranean aquifer are tributaries to "waters of the United States," including the Arkansas River, and are therefore waters of the United States, 33 U.S.C. § 1362(7).

5. In or about August, 1989, EAGLE-PICHER discharged a regulated quantity of hazardous substances into or upon waters of the United States.

6. EAGLE-PICHER failed to notify an appropriate agency of the United States of such discharge.

B. **Background to 1989 Clean Water Act Violations**

In 1988 and 1989, the EAGLE-PICHER Colorado Springs facility produced high-tech, nickel/cadmium batteries for aerospace, aircraft and other uses. The hazardous substances at the facility came from the manufacture of these batteries; namely from two waste streams generated from electroid chemical impregnation operations. Historically, there have been four surface impoundments that accepted the two waste streams. The waste stream from the plant was piped, via underground PVC pipes, to Pond 1 and Pond 2 until 1976 and then was piped to Pond 3 and Pond 4 from 1976 to November 7, 1988.

These four ponds made up Eagle-Picher's wastewater treatment system with each pond accepting one of the plant's two waste streams. Pond 1 and Pond 3 accepted a spent, weak (10 percent) caustic solution and sludge. The sludge contained nickel hydroxide and cadmium hydroxide and the caustic solution contained sodium hydroxide and small quantities of cadmium hydroxide.

Pond 2 and Pond 4 were used to collect contact rinse water and material wash water. The material wash water was first treated by small settling tanks to remove the majority of the metal hydroxides. Supernate from Pond 2 and Pond 4 was treated and discharged under a pretreatment industrial discharge permit (an "NPDES permit") to a publicly owned treatment works ("POTW").

In 1986, both the Colorado Department of Health ("CDH") and the U.S. Environmental Protection Agency ("EPA") asserted their respective jurisdictions over the Colorado Springs facility. CDH, under its authority authorized under the Resource Conservation and Recovery Act

("RCRA"), 42 U.S.C. § 6901 et seq., required EAGLE-PICHER to close the four ponds pursuant to Section 3005(j) of RCRA, 42 U.S.C. § 6925(j). EPA, also under RCRA, required corrective action relating to groundwater and soil contamination and issued a Corrective Action Order on Consent on December 31, 1986 addressing soils and groundwater remediation.

In response to CDH's request, Eagle-Picher submitted a Closure Plan for closure of the four impoundments on April 25, 1986. The Closure Plan consisted of four phases. Phases One and Two addressed the closure of Ponds 1 and 2 which had ceased receiving wastewater in 1976. Phase Three consisted of a detailed study plan of hydrogeologic and migration assessments for any groundwater contamination that may have resulted from leaching from Ponds 1 and 2. Phase Four consisted of the closure of the then active impoundments, Ponds 3 and 4.

The critical element for implementation of the closure of Ponds 3 and 4 was the design, procurement and installation of a waste water treatment plant ("WWTP"). The installation of the WWTP was critical because once the ponds were closed, the plant would need a substitute wastewater treatment system. Eagle-Picher was intent on, and was eventually successful at, developing a state-of-the-art WWTP that would efficiently and economically remove metals from the process waste streams that were collected in Ponds 3 and 4 in a form that would allow the metals to be recycled as opposed to being disposed of as hazardous waste. Difficult and time consuming test work was performed at that time on the caustic stream and the contact rinse water stream to develop the design criteria for a system to recover the metal contaminates as recyclable precipitated metal hydroxides. It was anticipated that the process would consist of pH adjustments of each stream to assure precipitation, settlement of the precipitated hydroxides in a

clarifier vessel, filtration of the overflow solution to remove even the ultra-fine metal hydroxide precipitates, sampling of the filtrate and discharge of this filtrate to a POTW. The metal hydroxide solids recovered in the clarifier were to be filtered and packed as a moist cake in drums. Metal hydroxides were to be sold to cadmium producers and recycled.

Therefore, the Closure Plan involved the installation and operation of the WWTP by the spring of 1988 and after installation, the wastewater flow from the facility would cease going to Ponds 3 and 4 and instead would go to the WWTP. Ponds 3 and 4 then could be closed pursuant to the Closure Plan. However, due to the complexity of the design of the WWTP and Eagle-Picher's efforts to meet the requirements of both the Closure Plan and the Corrective Action Order, Eagle-Picher was unable to meet this deadline. Consequently, to meet a statutory closure deadline of November 8, 1988 and following an October 7, 1988 suggestion from EPA, Eagle-Picher installed a portable treatment system and brought several tanks onto the Colorado Springs facility for holding of the plant's wastewater. The installation and use of the portable treatment system consisted of the following:

The underground PVC pipes were rerouted from Ponds 3 and 4 to two tanks, called the North and South tanks. These underground pipes were rerouted before the November 8, 1988 deadline to ensure that the ponds did not receive wastewater after the statutory deadline. The wastewater, after reaching the North or the South tank, depending on capacity, was treated in the tanks to reduce the pH and then rerouted by pipe to the "red shed" where the wastewater would be treated for metals reduction and additional pH adjustment, if required. The wastewater was then discharged to a POTW under Eagle-Picher's NPDES permit. The holding tanks held excess

wastewater that was eventually transferred to the North and South tanks for treatment and discharge.

Once the portable treatment system was on-line, Eagle-Picher continued to develop its WWTP and continued to close the ponds. The WWTP went on-line in the fall of 1989. The WWTP was used to treat the wastewater from the plant and to treat on an on-going basis the wastewater held in the holding tanks.

C. Count 1
(Failure to Report a Discharge to Navigable Waters of the United States)

As stated above, Eagle-Picher employed the use of the portable treatment system and the holding tanks to implement the closure of Ponds 3 and 4. The system consisted of piping caustic wastewater, via a combination of underground PVC piping and above-ground 2" poly piping, from the plant to the North and South tanks and above ground two-inch poly piping to the holding tanks for temporary holding prior to treatment. Because of the caustic nature of the material, and unlike the PVC and poly piping, the valves and nipples on the holding tanks developed leaks on two known occasions. The first occasion is the subject of a civil complaint issued by EPA on March 14, 1994 and is settled, contingent on approval by the Bankruptcy Court, by EPA and Eagle-Picher.

The second occasion occurred on May 19, 1989, as evidenced by a tank log sheet. The tank log sheet indicates that the nipple on an unidentified holding tank developed a leak which resulted in a discharge of a regulated quantity of hazardous substances into or upon groundwater that was, under Colorado Refining, tributary to navigable waters of the United States.

Eagle-Picher employees attempted to control the discharge by routing the remaining contents of the holding tank to the South tank. EAGLE-PICHER did not report the discharge to the National Response Center.

C. Count 2
(Failure to Report a Discharge to Navigable Waters of the United States)

In the summer of 1989, just prior to implementation of the WWTP, Eagle-Picher closed the North and South tanks and began utilizing four different tanks for its portable wastewater treatment system. These tanks were located just east of the constructed WWTP. The first tank, identified as tank No. 32, was a substitute for the North and South tanks and was used to adjust the wastewater's pH. The remaining three tanks were identified as tanks A, B and C. These tanks were used to treat the pH adjusted wastewater from tank No. 32 for metals removal prior to discharge into a POTW from the WWTP discharge point.

In the Summer of 1989, wastewater from the plant routinely went to holding tanks and then was routed to tank No. 32 by two-inch poly pipes. In or around August, 1989, as part of the routine transfer of wastewater from holding tanks to tank No. 32, Eagle-Picher employees were transferring material from holding tank No. 15 to holding tank No. 32 utilizing the two-inch poly pipes between the tanks. The sections of poly pipes were connected by cam locks. The ends of the pipes were placed down into the tops of the tanks. The pipes were secured to the top of the tank in order to prevent them from slipping further into the tank or falling out of the tank onto the ground. A teal pump was operated to pump the material from tank No. 15 to tank No. 32.

After an unknown duration, the teal pump was turned off and the poly line was left as was. Later that evening, a security guard discovered that material was leaking onto the ground from the pipe connected to tank No. 32. (EAGLE-PICHER believes (but the government does not necessarily agree) that the discharge from the pipe connected to tank No. 32 was caused by the sabotage of the cam locks by an unidentified individual, who disconnected the pump, allowing material to siphon from the tank onto the ground). The security guard notified EAGLE-PICHER employees who stopped the release. Approximately 800 gallons of material was released onto the ground resulting in the discharge of a regulated quantity of hazardous substances into or upon groundwater that was tributary to waters of the United States. Later the contaminated soils were cleaned up and disposed of at a licensed waste disposal facility.

EAGLE-PICHER failed to notify the National Response Center of the August 1989 discharge.

EAGLE-PICHER has implemented a remedial action plan to extract and treat contaminated groundwater.

Respectfully submitted this ____ day of _____, 1995.

UNITED STATES OF AMERICA

By: _____

Kenneth R. Fimberg, Esq.
Assistant U.S. Attorney
District of Colorado
1961 Stout St. Drawer 3615
Denver, Colorado 80294
(303) 844-2081

Attorney for Plaintiff

HOLME ROBERTS & OWEN LLC

By: _____

Bruce F. Black, Esq.
1700 Lincoln St., #4100
Denver, CO 80203
(303) 861-7000
DC Box 7
(303) 861-7000

Attorneys for Defendant

EAGLE-PICHER INDUSTRIES, INC.

By: _____

Melvin F. Chubb, Jr.
Senior Vice President

Defendant

#44245

Colorado Springs, CO 80911 (EPI-PSD) is the primary subject of this Agreement; and,

WHEREAS, the EPI-PSD produces high tech nickel cadmium batteries for satellites, aircraft and secondary storage from its operations, and hazardous wastes are generated in several wastestreams which result from its various operations; and

WHEREAS, on or about August 15, 1980, EPI-PSD submitted to EPA Region 8 a Notification of Hazardous Waste Activity Form showing it was engaged in the generation and storage of hazardous wastes--and in particular corrosive and toxic wastes; and,

WHEREAS, on or about November 19, 1980, EPI-PSD submitted to EPA a Resource Conservation and Recovery Act (RCRA) Part A Permit Application which resulted in EPI-PSD's achievement of interim status to operate as a hazardous waste storage facility. EPI-PSD was specifically granted interim status to store 2.4 cubic yards of D006 (cadmium) waste as well as 50,000 gallons of D002 (corrosive) wastes in two (2) surface impoundments only one of which was listed as a hazardous waste storage unit; and,

WHEREAS, in August 1984, the EPA Criminal Investigation Division (CID) initiated a criminal investigation which revealed that five (5) drums of hazardous waste had been buried on EPI-PSD's property in Colorado Springs. This investigation resulted in EPI-PSD's misdemeanor conviction for its Failure to Notify of the Release of a Hazardous Substance; and,

WHEREAS, on August 5, 1985, EPA issued a Complaint and Compliance Order to EPI-PSD which addressed storage of hazardous wastes in three surface impoundments and a tank without a permit, failure to install a groundwater monitoring system, failure to have a contingency plan for the release of hazardous waste, and failure to clean up the release of a hazardous waste; and,

WHEREAS, on December 22, 1986, Rolan Farmer, EPI-PSD'S plant manager, signed a Corrective Action Order on Consent which required EPI-PSD to implement a program to investigate releases of hazardous wastes and hazardous waste constituents at its facility; and,

WHEREAS, on October 7, 1987, the Colorado Department of Health, now the Colorado Department of Public Health and Environment (CDH), issued EPI a Compliance Order for certain violations of the Colorado Hazardous Waste Act alleging illegal storage of hazardous wastes; and,

WHEREAS, on December 3, 1987, EPA Region 8 issued EPI a Complaint alleging violations of its Corrective Action Order on Consent; and,

WHEREAS, EPI-PSD failed to notify the proper authorities of

the May 1989 release of a caustic solution and a second release which resulted in EPI's agreement to plead guilty to two (2) misdemeanor violations of the Clean Water Act, and will pay an agreed upon criminal penalty; and,

WHEREAS, EPI has also agreed to enter into a civil administrative settlement with Region 8 and providing for agreed upon civil penalties for the violations alleged in civil administrative RCRA (3008) complaint number 8-94-03; and,

WHEREAS, for the purpose of federal procurement and non-procurement, EPI's conduct underlying the environmental violations that form the basis for EPI's plea are deemed by the Government to constitute a basis for the suspension and debarment of EPI; and

WHEREAS, since 1990, EPI corporate-wide has significantly improved its environmental practices and has had only three non-RCRA Notices of Violation (NOV's) with penalties which totaled $8,125.00, and the EPI-PSD facility has not been issued a NOV since 1989; and,

WHEREAS, EPI, has made a concerted effort since 1990 to improve its environmental programs and environmental compliance at EPI-PSD which has adopted a participative management approach, has instituted an expanded training and education program, and has agreed as provided herein to implement a more stringent and conservative approach for the reporting of future spills. EPI has also expressed a desire to continue to undertake positive efforts and obligations to assure the integrity of its conduct, corporate operations, and business integrity in order to assure EPA of its good faith concerns for the protection of the federal Government's procurement and non-procurement programs; and

WHEREAS, EPI has achieved its corporate goals in EPA's 33/50 Program, and EPI-PSD as part of that program has reduced its total Toxic Release Inventory emissions of toxic substances by approximately 90% since 1988; and,

WHEREAS, EPI-PSD, as a result of the events underlying this Agreement, established the Environmental Health and Safety Committee (EHSC) at its EPI-PSD facility which consists of four (4) people including the head of the EPI-PSD lab, two environmental supervisors and the EPI-PSD health and safety coordinator; and

WHEREAS, the EPA Suspension and Debarment Division has concluded its investigation and has determined that under the circumstances, global settlement of this matter with EPI is in the best interest of the Government; and

WHEREAS, EPI cooperated with the investigation of this matter, has agreed to make the results of subsequent future internal audits and investigations that occur during the term of this Agreement

available to the EPA Suspension and Debarment Division to the extent any deficiencies discovered are required to be reported by local, state and federal law or authority; and,

WHEREAS, EPI assures EPA that the EPI-PSD facility will responsibly handle, address and discharge environmental obligations for all occurrences at the EPI-PSD facility including occurrences that are not required to be disclosed to EPA under any statute or regulation or through the auditing provision of this Agreement; and,

WHEREAS, EPI is committed to taking affirmative steps to better manage the hazardous components of its process wastestreams; and,

WHEREAS, since EPI-PSD is desirous of staying in business and maintaining its status as a government contractor, EPI has agreed to plead guilty to two misdemeanors as well as execute an administrative Consent Agreement and pay all civil, criminal and administrative fines and penalties resulting from its behavior pursuant to the terms of all its Agreements executed with the United States which provides for payment pursuant to EPI's bankruptcy reorganization plan; and,

WHEREAS EPI has expressed its intent to fully cooperate with EPA in the resolution of this matter, and has agreed to implement any and all remedial measures identified by the Government in compliance with 48 CFR 9.406-1(a)(5), and (7); and as may be required by applicable laws, regulations or pursuant to agreement; and,

WHEREAS, EPI has instituted and agreed hereunder to institute new internal control measures to prevent the recurrence of inappropriate waste disposal practices, and has agreed to require educational and ethical training for all appropriate employees; and

WHEREAS, EPI has implemented and will continue to implement methods and procedures which will significantly reduce the opportunity for illegal waste disposal practices to occur under any State or Federal environmental statue or regulation, and, whereas EPI believes it is currently in compliance or in the process of coming into compliance with all environmental laws including, but not limited to, hazardous waste management and disposal laws and regulations, and EPI's management recognizes the seriousness of the misconduct giving rise to this action; and

WHEREAS, EPI wishes to take all necessary affirmative measures in order to become and remain a responsible contractor and participant; which includes, but is not limited to, full, good faith cooperation with inspectors, auditors and other representatives from EPA and DOD as well as from other federal agencies that may have business with EPI or at the EPI-PSD facility

during the duration of the term of this Agreement; and

WHEREAS, on January 7, 1991 EPI filed a petition for relief under Chapter 11, Title 11, of the United States Code (the Bankruptcy Code), in the United States Bankruptcy Court for the Southern District of Ohio, Western Division (Bankruptcy Court) under Case No. 1-91-00100, and, in light of this fact, a debarment could significantly impair EPI-PSD's continued viability; and

WHEREAS, the EPI-PSD Environmental Manager who was involved in the underlying acts is no longer employed by EPI, and both EPI and the current EPI-PSD Operations Manager, Rolan Farmer, have implemented, and will continue to implement improvements, greater accountability and closer supervision and involvement by management (facility and corporate) at the EPI-PSD facility in the area of environmental management and oversight; and

WHEREAS, EPA has determined that based on the facts herein, the terms and conditions of this Agreement provide adequate assurance that the interests of the Government will be sufficiently protected to preclude the necessity of further EPA suspension and debarment action if the terms and conditions of this Agreement are met by the Respondents;

NOW, THEREFORE, EPA AND THE ABOVE NAMED RESPONDENT, in reliance upon the representations contained in this Agreement, and in consideration of the mutual promises, covenants and obligations in this Agreement, including all Exhibits hereto, hereby agree to the following terms and conditions:

AGREEMENT

DURATION AND EFFECTIVE DATE

1. Respondent EPI agrees that the term of this Agreement shall run for five (5) years from the effective date of this Agreement. The effective date of this Agreement shall be the date the Bankruptcy Court enters an order approving this fully executed Agreement. If this Agreement is rejected by the United States Bankruptcy Court, this Agreement shall be null and void.

RES JUDICATA APPLICATION

2. In consideration of EPI's total compliance with all terms and conditions of this Agreement, EPA will not suspend or debar EPI, its affiliates, subsidiaries or divisions, or any of its directors, officers or employees based on any action or failure to act that is currently known to the Government which forms the basis of this global Agreement, including the criminal and civil settlements with the United States Attorney for the District of

Colorado and Region 8. This agreed upon bar does not apply to evidence that is not now known to the Government, to new evidence that may arise or to new actions and/or omissions that may have occurred.

ENVIRONMENTAL COMMITMENT

3. Each manager of the EPI-PSD facility, including all members of the Environmental Health and Safety Committee (EHSC) shall sign a sworn affidavit or declaration entitled "Affidavit/Declaration of Environmental Commitment" in conformity with standard legal practice or with 28 U.S.C. 1746 within ten (10) working days of the effective date of this Agreement which will state, among other things, that the signatory will not: (a) knowingly participate in illegal environmental practices, and/or (b) permit a known illegal (or potentially illegal) environmental violation, including, but not limited to the facility's handling, preparation, transportation, disposal or storage of hazardous wastes to continue after the violation is discovered (an unreasonable length of time will be determined by the nature of the problem/emergency on a case by case basis) and communicated to the management, and, (c) that all EPI managers will immediately report any inappropriate or illegal activity as soon as it becomes known to them to their immediate supervisor as well as to the EHSC at the EPI-PSD facility. The EHSC will have independant authority in environmental matters to investigate and assure that appropriate action is taken. Inappropriate or illegal activity will be reported to the EPI-PSD Operations Manager with copies of all such reports to go to EPI-Electronics and EPI's Corporate Director of Environmental Affairs and Safety (EPI Director of the Environment). The EPI Director of Environment will assure that managers in EPI (corporate) who should be advised of environmental issues at the EPI-PSD facility are appropriately advised.

All new managers at the EPI-PSD facility hired or promoted during the term of this Agreement will sign a copy of Exhibit 1 within ten (10) calendar days of their promotion and/or hire. A copy of the Affidavit or Declaration to be signed by all managers at the EPI-PSD facility as well as members of the EHSC who will sign as of the effective date of this Agreement will be attached hereto as EXHIBIT 1. EXHIBIT 1 will also contain an alphabetized list of all EPI-PSD managers and members of the EHSC who are employed at the EPI-PSD facility as of the date of the Director's endorsement of this Agreement. New managers employed or promoted after the effective date of this Agreement will also sign a copy of EXHIBIT 1 on their hire/promotion date, and copies of these Affidavits or Declarations will be maintained in a special file as they occur. A copy of this file will be provided by EPI to the EPA Suspension and Debarment Division (SDD) by January 31 for the preceding calendar year during the duration of this Agreement.

At the end of each calendar year during the term of this Agreement, each manager who was a signatory under this paragraph shall certify in writing that (s)he has no knowledge of any environmental violation(s) at the EPI-PSD facility during the previous year that was not reported to the EHSC or its equivalent. A sample of such certification is attached hereto as EXHIBIT 2. Managers who sign EXHIBIT 1, but leave EPI before the yearly certification shall be given a copy of the EXHIBIT 2 certification in their severance papers and shall be asked to sign by EPI prior to their divestiture with EPI. All currently employed managers of the EPI-PSD facility shall be required to sign a copy of EXHIBIT 2 at the end of every calendar year during the term of this Agreement. All certifications hereunder shall also be provided by EPI to the EPA SDD by January 31 for the preceding calendar year.

DISSEMINATION AND NON-REPRISAL POLICY

4. EPI specifically agrees that a copy of this Agreement will be distributed to all managers and to members of the EHSC in the EPI-PSD facility. EPI further agrees that the contents of this Agreement will be covered during the first all-employee training that will take place under this Agreement. EPI further agrees that there will be no reprisal by EPI against any employee or party who reports any environmental problem or violation by any manager of the Company representing EPI on a facility, divisional or corporate wide basis. A Company wide written policy of non-reprisal for the reporting of environmental problems/violations shall be issued by either the Chairman and Chief Executive Officer or the President of EPI within thirty (30) calendar days of the endorsement of this Agreement by the Director and attached hereto as EXHIBIT 3. Copies of this policy will be prominently posted in common employee areas of all EPI facilities, and in particular, in the EPI-PSD facility for the duration of this Agreement. In addition, a copy of the non-reprisal policy will be distributed to all managers at the EPI-PSD facility. Reprisal against any EPI employee for the reporting of environmental violations or problems will be considered by EPA to be a material breach of this Agreement. EPI also agrees to exercise its policy of non-reprisal in good faith with respect to consultants and contractors as well.

ETHICS POLICY

5. EPI shall adopt, maintain, issue and enforce a corporate "Ethics Policy" in the form attached hereto as Exhibit 4. The Ethics Policy will be copied and disseminated to all employees at the EPI-PSD facility within forty-five (45) calendar days of the endorsement date of this Agreement. The Ethics Policy will be disseminated to managers at all other EPI facilities within sixty (60) days of the endorsement of this Agreement.

The ethics policy adopted hereunder will include, at a minimum a: 1) statement of EPI's commitment to comply with all federal, state and local environmental laws and regulations; 2) ethical guidelines for EPI employees to follow in their business dealings within EPI and with outside federal and private customers; and, 3) a notice from the President of EPI, signed by the Operations Managers of each facility to the effect that appropriate disciplinary action, ranging from reprimand to dismissal, will be taken against any employee, manager, officer or director whose conduct violates applicable environmental laws or regulations, with EPI-PSD to have a more specific policy to also include: 4) a requirement that all employees, contractors or managers report any environmental violations or problems through established internal procedures in compliance with the Policy and with this Agreement at the EPI-PSD facility; 5) a directive to the entire staff at the EPI-PSD facility that environmental problems or violations be reported in writing to the Operations Manager and to the EHSC or its equivalent within one (1) working day of discovery. If an emergency situation occurs, it shall be reported as soon as practicable after discovery, but, in no event longer that one (1) day; 6) a directive from EPI-PSD'S Operations Manager reviewed by the EPI Director of Environment that first line supervisors at the EPI-PSD facility will participate in the continued education of their employees about the terms and conditions of this Agreement; and (7) admonish employees and managers at the EPI-PSD facility that material violations of this Agreement by managers and employees alike will result in disciplinary actions that range from reprimand to dismissal as appropriate to the violation at issue.

CORPORATE DISCLOSURE POLICY AND PROGRAM

6. EPI-PSD will adopt and implement a "Corporate Disclosure Policy" and program that will allow employees an opportunity to communicate either directly or anonymously with a designated senior manager (new or existing) as well as with the EHSC about environmental problems, violations or suggestions. This policy may provide for direct interaction with the designated senior manager, but will also provide an anonymous mechanism for employee input such as a corporate mailbox or suggestion box placed in easily accessible, private, employee areas (such as bathrooms) or by way of an anonymous telephone hotline. A copy of this policy will be attached hereto as Exhibit 5 within thirty (30) calendar days of the effective date of this Agreement.

7. Management at the EPI-PSD facility will expressly encourage EPI employees to bring any work related environmental problems or concerns, including, but not limited to, waste handling issues to the attention of a designated senior manager or to other senior managers including the EHSC, without fear of censure or reprisal. As part of this commitment, a copy of EPI's non-reprisal policy will be prominently posted in all employee areas for the

full duration of this Agreement, and copies will be distributed to all managers at the EPI-PSD facility. In addition, the telephone numbers for the following offices will be posted in common employee areas: EPA Suspension and Debarment Division, Northwest District at (206)-553-1146; the EPA Inspector General (IG) at (415)-7442465; and, the EPA Criminal Investigation Division (CID) at (303)-293-1427 at the EPI-PSD facility during the duration of this Agreement as part of EPI's commitment to open corporate disclosure.

8. In furtherance of this policy, employee input, direct or anonymous, shall be periodically reviewed by the Operations Manager and the EHSC or its equivalent at the EPI-PSD facility during the term of this Agreement. The EPI-PSD EHSC or its equivalent shall have complete authority to investigate allegations or suspected violations hereunder. They will report their findings in writing with a copy of the written allegation to the EPI-PSD Operations Manager, to EPI-Electronics Director of Environmental Affairs and Safety and to the EPI Director of Environment or his successor during the duration of this Agreement. The EPI-PSD Operations Manager will be responsible for disciplining the responsible person(s) in conformity with the corporate policy and with the goals and commitments in this Agreement. A record of all discipline(s) taken hereunder shall be sent to EPI-Electronics and to the EPI Director of the Environment. A record of the type and timing of discipline for environmental violations at the EPI-PSD facility as well as the date of the violation or problem and the name and position of the person disciplined will be maintained by EPI-PSD and reported to EPA's SDD at the end of June and January during the term of this Agreement. The EPA SDD recognizes that this reporting requirement involves sensitive material. Any claim of confidentiality or privilege that may be claimed by EPI shall be exercised by EPI in good faith and EPI shall maintain a system of non-confidential records that will be released to EPA under this Agreement which will allow EPA to <u>objectively</u> audit EPI-PSD's compliance and responsibility hereunder.

POLLUTION PREVENTION POLICIES

9. EPI, including but not limited to the EPI-PSD facility, has committed and will continue to commit to reducing discharges of pollutants in all of its processes and wastestreams under all State and federal environmental statutes and regulations. EPI will also continue to work to reduce the amounts of "hazardous" or "pollutant" characteristics of wastes produced by its industrial processes and implement pollution prevention programs throughout its organization. In this regard, EPI-PSD agrees to continue to improve, eliminate or reduce the hazardous and/or toxic character of its process wastestream(s). EPI-PSD's Pollution Prevention Policy will be in writing and attached hereto as Exhibit 6 within thirty (30) calendar days of the effective date hereon. EPI-PSD will document the results of its pollution prevention program and

all subsequent significant changes and modifications to EPI's processes and wastestreams shall be maintained in written record form and reported to the EPA on an annual basis while this Agreement is in force. In furtherance of this objective, EPI will retain the services of an outside environmental consultant with expertise in RCRA, industrial operations, and hazardous waste practices to assess the status of EPI-PSD's current operations so that EPI will continue to practice aggressive pollution prevention techniques and practices during the duration of this Agreement. This outside assessment will occur within six (6) months of the effective date of this Agreement by the Director. The scope of the proposed EPI-PSD outside assessment under this paragraph will be made available to the EPA SDD prior to occurrence. EPA's SDD retains the right to concur or non-concur on the proposed assessment within forty-five (45) days of its submittal. Failure by EPA SDD to object within the forty-five (45) day time may be deemed by EPI as a concurrence. The six (6) month implementation requirement hereunder will not begin to run until EPA concurrence on the scope of the proposed assessment.

CORPORATE RESPONSIBILITY PROGRAM

10. EPI will design and submit to the EPA SDD's Investigations and Oversight Branch in DC for approval (or non approval) a Corporate Responsibility Program (CRP) within six (6) months of the effective date of this Agreement. The goal of EPI's CRP will be to ensure the Government that EPI and EPI-PSD will make changes to their operations as necessary to maintain the business integrity required of a Government contractor and participant, and to insure the Government that EPI and EPI-PSD will discharge all Government obligations ethically, appropriately and competently. A copy of EPI's CRP goal statement will be attached hereto as Exhibit 7 within ten (10) working days of the effective date of this Agreement; and, a copy of the fully designed, approved and implemented CRP policy or program will be attached hereto as EXHIBIT 8 within six (6) months after this Agreement has been endorsed by the Director and approved by the Bankruptcy Court.

ENVIRONMENTAL MANAGEMENT AND ENGINEERING PLAN

11. Within six (6) months of the effective date of this Agreement, EPI will submit an environmental management and engineering plan to EPA's SDD which documents EPI-PSD's waste practices in accord with 40 CFR 270 and its corresponding analogues under Colorado state law. EPA will accept EPI-PSD's RCRA Part B application in partial satisfaction of this requirement, providing that waste which is not addressed within the applicable Part B application be declared in writing by EPI-PSD and a management plan therefor shall be implemented within six (6) months of the effective date of this Agreement. The plan should provide a

description of any current and future plans for the management of waste and pollutants generated at the EPI-PSD facility not addressed by their RCRA Part B permit application. The plan should also address all environmental media and pollutants applicable to the facility including, but not limited to, solid and/or hazardous wastes, wastewater discharges, stormwater discharges, air emissions, and hazardous substances and/or materials. This plan will be attached hereto as Exhibit 9. EPI-PSD will continue to implement waste management practices designed to minimize the potential for release of hazardous and non-hazardous constituents from its processes. This plan will be in effect during the full duration of this Agreement. Any major changes to the plan referred to in this paragraph by EPI must be in writing, contain an explanation for the change, and be submitted to EPA SDD.

INTERNAL COMPLIANCE AUDIT SCHEDULE

12. To ensure compliance with this Agreement and with environmental laws and regulations in general, EPI will conduct at least three (3) comprehensive internal environmental audits at its EPI-PSD facility during the duration of this Agreement. The first audit will be conducted within six (6) months of the date this Agreement is effective. The second and third audits will occur at the end of the second and fourth years of this Agreement. In the event that any of these audits identifies any deficiency in EPI-PSD's compliance program, and those deficiencies are required to be reported to any regulatory authority, copies of those reports shall also be submitted to EPA SDD concurrently with their submission to the appropriate regulatory authority. Internal audits at the EPI-PSD facility will in no event run more than fifteen (15) calendar days. EPI shall make appropriate changes and alterations to its waste management system(s) and other processes as required by law or as deemed material by the EPA SDD to fully perform under this Agreement. This provision will not be construed by the EPA SDD as entitling EPA to become involved in EPI's management decisions, rather, this will allow the EPA SDD to ensure that the goals and commitments under this Agreement are being met and adequately addressed.

With respect to portions of the EPI-PSD internal audits that may not be required by law to be disclosed to EPA, EPI will require the operation manager of the EPI-PSD facility to certify to the EPA SDD that all conditions of non-compliance, if any, have been corrected or will be corrected within 180 calendar days, and that a mechanism has been put into place that will eliminate the opportunity for violations to recur. In the event that a condition occurs that cannot be reasonably (and in good faith) corrected within 180 days, EPI-PSD's operation manager shall report to EPA's SDD in writing a date by which such condition shall be corrected and personally certify that the condition has been corrected within ten (10) calendar days of the correction.

ENVIRONMENTAL COMPLIANCE

13. It is the goal of the EPI herein to reaffirm its commitment to full compliance with federal and State environmental laws and regulations which pertain to its business. EPI agrees to seek the advice of its environmental consultant, and that of its corporate counsel as often as is necessary in order to achieve full compliance herewith. EPI also understands that EPA will answer questions which pertain to environmental laws and regulations and their interpretation within the scope of EPA's regulatory authority. EPI will also seek similar guidance from CDH in areas where CDH's regulatory authority applies.

TRAINING

14. In an effort to sensitize its employees to environmental and ethical concerns, and in order to improve the technical capabilities and managerial skills in its employees, EPI-PSD shall implement an employee education and training program. In this regard, EPI will present or sponsor training which includes, but is not limited to waste management specifically, as well as general environmental and ethical training for all EPI-PSD employees at least once every eighteen (18) months during the term of this Agreement for a total of three (3) training sessions. EPI-PSD will also implement management practices and techniques training (in addition to the training reference above) for the entire management staff at the EPI-PSD facility at least once every eighteen (18) months during the term of this Agreement for a total of three (3) training sessions.

15. The initial training hereunder will occur within the first six (6) months from the effective date of this Agreement. Training at the EPI-PSD facility will include all Managers as well as all staff employees. This training will cover at a minimum, the contents of this Agreement so that managers and staff understand the requirements hereunder, a basic overview of all environmental statutes with an emphasis on RCRA, procedures and requirements for proper documentation and reporting, information about hazardous wastes and substances, corrective actions, ethics in the workplace, and spill and emergency response procedures. At the conclusion of training, each employee will acknowledge his/her completion of the required training classes hereunder by way of a sign in sheet. EPI-PSD will maintain all training acknowledgments and sign in sheets as well as a copy of the training agenda and any training materials for each training that occurs during the term of this Agreement.

16. Whenever practical, EPI will utilize training materials, programs and methods recommended by EPA. After the completion of each training hereunder, EPI-PSD will submit a written

certification signed by its operations manager to the Chief of the EPA SDD's Investigation and Oversight Branch certifying that all employees at the EPI-PSD facility have completed the first, second and third of the required training sessions under this Agreement.

AUDITS AND COSTS

17. During the term of this Agreement, the EPA Suspension and Debarment Division may conduct three (3) discretionary audits to confirm EPI's compliance with the terms and conditions of this Agreement. Such audits will include, but not be limited to, access to relevant business and environmental records and reports, including reports of outside consultants or contractors or portions thereof that are legally disclosable, and access to employees for interviews if EPA deems this necessary. Such audits will not include records or portions of records that are confidential or secret or attorney client privileged; provided that EPI will only assert these privileges in good faith. Nothing herein shall prevent or restrict the ability of EPA to review all records and information to which it is otherwise legally entitled to access by statute or operation of law.

18. EPI will encourage its EPI-PSD employees to cooperate with EPA and assist in the successful completion of the audit(s) hereunder. EPI-PSD's "Policy of Cooperation" will be in writing and distributed to all employees at its EPI-PSD facility within thirty (30) calendar days of the effective date of this Agreement. Upon completion, a copy of this Policy will be attached hereto as Exhibit 10. EPA hereby agrees that it will: 1) conduct audits during normal business hours; and, 2) use its best efforts not to unduly disrupt company operations during the audit process; and, 3) give Respondent at least twelve (12) hours advance notice so arrangements can be made for adequate conference room space and staffing to assist in the orderly and efficient production of documents and to ensure that the appropriate staff would be available to answer questions by the audit team.

19. Respondent agrees to bear the reasonable costs of the audits performed pursuant to this Agreement. EPA agrees that the cost of such audits shall not exceed the normal per diem rate applicable to EPA travel, including the cost of transportation, meals, lodging and other usual expenses.

BREACH

20. In the event that EPA determines that a material breach of the provisions of this Agreement has occurred, EPA may at its discretion, immediately suspend and propose EPI for debarment. Moreover, any material breach of the provisions of this Agreement may also be regarded as an independent cause for the suspension

and/or debarment of EPI. The terms and conditions herein are material inducements for the Government to settle this case. The parties agree that chronic violations of non-material provisions of this Agreement may cumulatively become a material breach of this Agreement.

STANDARD PROVISIONS

21. This Agreement is the final Agreement between the parties pertaining to EPA's proposed suspension and debarment of the above named Respondent on the facts herein.

22. It is understood that this Agreement does not prejudice in any way the ability of Respondent to contest any future suspension, proposed debarment or eligibility proceedings, or otherwise defend against any other actions by EPA or the United States.

23. This Agreement may be modified or terminated only in writing, signed by all the Parties to this Agreement.

24. The terms, conditions and obligations of this Agreement shall survive the dissolution of EPI, the sale of the assets or business interests of EPI or the reorganization of EPI's corporate structure in any manner, and, shall be fully binding upon any person or organization which is a successor in interest to EPI. In addition, EPI certifies that the undersigned EPI representatives hereto are fully authorized by EPI to enter into the terms and conditions of this Agreement, to execute it on behalf of EPI and to legally bind EPI. Any conveyance of title or interest(s) during the term of this Agreement, shall contain a notice to the successor in interest or purchaser that advises the new owner that EPI and the EPI-PSD facility is the subject of this Agreement. Written notification of any sale or transfer of assets, excluding routine business sales, of the Colorado Springs facility will be given to the EPA SDD. This requirement hereunder does not supersede or obviate EPI's obligation to give EPA ninety (90) days prior notice of a change in ownership under 40 CFR 270.72(a)(4). This notice will contain the name of this case and the case number; provided however, this section shall not be applicable under this Agreement if the assets or business is sold or disposed of to a party in which EPI heretofore or hereafter has no ownership interest, control, or management function, whether direct or indirect.

25. The above named Respondent agrees to release and hold harmless the United States, its instrumentalities, agents, and employees in their official and personal capacities, of any and all liability or claims arising out of the matters contained herein.

26. The above named Respondent agrees to conduct its business in accordance with the laws of the United States and with the

lawfully promulgated regulations of the EPA and other federal Agencies as well as with the environmental laws of the State of Colorado and the municipality of Colorado Springs, CO. In addition, EPI agrees that in complying with the terms of this Agreement and in the performance of federal contracts held or obtained by EPI and its successor, it will comply with all non-procurement laws and regulations and will not contract or subcontract with any person or entity which, at the time the contract or subcontract is entered into is on the "List of Parties Excluded from Federal Procurement or Non-Procurement Programs" maintained by the General Services Administration (GSA) of the United States unless an exception has been issued by the procuring agency. Copies of the GSA list may be obtained by telephone at (202)-783-3238.

27. This endorsed Agreement is subject to final approval by the Bankruptcy Court. If approved by the Bankruptcy Court, this Agreement will become effective upon approval (the effective date). The Bankruptcy Court's failure to approve this Agreement will render this Agreement null and void.

28. All submissions from EPI required under this Agreement will be mailed to the following addresses:

US EPA
Chief, Investigation and Oversight Branch
Suspension and Debarment Division (3902-F)
401 M Street, SW
Washington, DC 20460

and

US EPA
Northwest District Debarment Counsel
EPA Suspension and Debarment Division
1200 Sixth Avenue (OE-075)
Seattle, WA 98101

and, where appropriate, to

US EPA
Chief of the RCRA Branch
999-18th St., Suite 500
Denver, CO 80202-2466

29. In the implementation of this Agreement, EPA recognizes that accidents and inadvertent violations may occur at a facility such as EPI-PSD. Therefore, EPA agrees to implement the terms and conditions herein in a reasonable manner, with significant consideration to be given to the manner in which EPI responds to problems as well as to the timeliness of EPI'S response to accidents and problems. EPA will view violations that appear to be

willful as material violations of this Agreement. Grossly negligent violations may be viewed as material violations under the terms of this Agreement.

30. EPI is a significant Department of Defense (DOD) contractor. This action has been coordinated with the Army, Navy, Air Force, Defense Logistics Agency, Energy and with NASA.

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned on the dates set forth opposite their respective signatures:

FOR EPA:

BY: JEANNE A. PASCAL — DATE: 7 April 1995
Northwest District Debarment Counsel
EPA Suspension and Debarment Division
EPA Office of Grants and Debarment

FOR EAGLE-PICHER INDUSTRIES, INC.

BY: MELVIN F. CHUBB, JR. — DATE: 4 April 95
SENIOR VICE PRESIDENT

ENDORSEMENT

Having reviewed the terms of the above-referenced Agreement, I hereby approve the terms of said Agreement as the appropriate disposition of this matter.

BY: HARVEY DIPPEN, JR. DIRECTOR — DATE: 13 APRIL 1995
Office of Grants and Debarment
United States Environmental Protection Agency

EXHIBIT C

EXHIBIT C

Claim Number	Claimant Name & Address	Attorney Name & Address	Superfund Site	Amount Claimed
004515	ACME PRINTING INK CO 651 BONNIE LN ELK GROVE VILLAGE, IL 60007	LARRY C WILLEY 940 TRUST BLDG GRAND RAPIDS, MI 49503-3032	THOMAS SOLVENT	0.00
005147	AKZO COATINGS INC STANIS, GARY PO BOX 7062 TROY, MI 48007-7062		ROSE TOWNSHIP	100,000.00
004930	AMAX INC PAULSEN, KENNETH 1626 COLE BLVD GOLDEN, CO 80401-3295	SIVE PAGET ET AL ZARIN, MICHAEL D 460 PARK AVE NEW YORK, NY 10022	BAXTER/TREECE	40,190,731.00
005049	ASARCO INC MCCAFFREY, KEVIN J 180 MAIDEN LN NEW YORK, NY 10038-4930	FRIED FRANK ET AL CUNNINGHAM, ROBERT L ONE NEW YORK PLZ NEW YORK, NY 10004-1980	BAXTER/TREECE	41,700,000.00
005049	ASARCO INC MCCAFFREY, KEVIN J 180 MAIDEN LN NEW YORK, NY 10038-4930	FRIED FRANK ET AL CUNNINGHAM, ROBERT L ONE NEW YORK PLZ NEW YORK, NY 10004-1980	JASPER	201,000,000.00
005049	ASARCO INC MCCAFFREY, KEVIN J 180 MAIDEN LN NEW YORK, NY 10038-4930	FRIED FRANK ET AL CUNNINGHAM, ROBERT L ONE NEW YORK PLZ NEW YORK, NY 10004-1980	TAR CREEK	0.00
005396	AUTO ION STEERING COMMITTE EASTMAN & SMITH ATTN RICHARD T SARGEANT 800 UNITED SAVINGS BLDG TOLEDO, OH 43604-1161		AUTO-ION	75,000.00
005384	BASF CORP MI	CLARK KLEIN ET AL SADLER, SUSAN J 1600 FIRST FEDERAL BLDG 100 WOODWARD AVE DETROIT, MI 48226-1962	SPRINGFIELD TWP	19,623,750.00
005385	BASF CORP MI	CLARK KLEIN ET AL SADLER, SUSAN J 1600 FIRST FEDERAL BLDG 100 WOODWARD AVE DETROIT, MI 48226-1962	RASMUSSEN	19,377,030.00
005073	BROWN & ROOT INC BROOKS, STEPHANIE G 4100 CLINTON DR BLDG 1 7TH FL HOUSTON, TX 77020	SIVE PAGET ET AL ZARIN, MICHAEL D 460 PARK AVE NEW YORK, NY 10022	JASPER	195,444,374.68
004757	CEDARTOWN MUNICIPAL LANDFILL SITE MCRAE, MICHAEL D PO BOX 246 CEDARTOWN, GA 30125		CEDARTOWN LNDFL	4,412.50

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Claim Number	Claimant Name & Address	Attorney Name & Address	Superfund Site	Amount Claimed
004517	CELLO FOIL 155 BROOK ST BATTLE CREEK, MI 49017	LARRY C WILLEY 940 TRUST BLDG GRAND RAPIDS, MI 49503-3032	GRAND TR	0.00
004916	CHRYSLER CORP GRICE, MICHAEL W CIMS #416-19-02 12000 CHRYSLER DR HIGHLAND PARK, MI 48288-1919		RASMUSSEN	19,377,030.00
004917	CHRYSLER CORP GRICE, MICHAEL W CIMS #416-19-02 12000 CHRYSLER DR HIGHLAND PARK, MI 48288-1919		SPRINGFIELD TWN	19,623,750.00
004918	CHRYSLER CORP GRICE, MICHAEL W CIMS #416-19-02 12000 CHRYSLER DR HIGHLAND PARK, MI 48288-1919		ROSE TOWNSHIP	100,000.00
005078	CHRYSLER CORP GRICE, MICHAEL W CIMS #416-19-02 12000 CHRYSLER DR HIGHLAND PARK, MI 48288-1919		SPRINGFIELD TWN	19,623,750.00
005079	CHRYSLER CORP GRICE, MICHAEL W CIMS #416-19-02 12000 CHRYSLER DR HIGHLAND PARK, MI 48288-1919		CEMETARY SITE	1,876,861.90
005080	CHRYSLER CORP GRICE, MICHAEL W CIMS #416-19-02 12000 CHRYSLER DR HIGHLAND PARK, MI 48288-1919		ROSE TOWNSHIP	100,000.00
005058	CITY OF ALBION BONAMY, JAMES 112 W CASS ST ALBION, MI 49224	ROBERT A HENDRICKS	ALBION SHERIDAN	0.00
004756	CITY OF CEDARTOWN GEORGIA MCRAE, MICHAEL D PO BOX 246 CEDARTOWN, GA 30125		CEDARTOWN LNDFL	4,412.50
004511	CLARK EQUIPMENT CO 100 N MICHIGAN PO BOX 7006 SOUTH BEND, IN 46634	LARRY C WILLEY 940 TRUST BLDG GRAND RAPIDS, MI 49503-3032	THOMAS SOLVENT	0.00

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Claim Number	Claimant Name & Address	Attorney Name & Address	Superfund Site	Amount Claimed
005071	DANA CORP FRANICE, STEVEN E PO BOX 1000 TOLEDO, OH 43697		CEDARTOWN LNDFL	0.00
005196	DETREX CORP RONDEAU, EDWARD PO BOX 5111 SOUTHFIELD, MI 48086-5111		ROSE TOWNSHIP	100,000.00
005197	DETREX CORP RONDEAU, EDWARD PO BOX 5111 SOUTHFIELD, MI 48086-5111		RASMUSSEN	19,377,030.00
005062	DONNELLY CORP F/K/A DONNELLY MIRRORS 414 E 40TH ST HOLLAND, MI 49423	ROBERT A HENDRICKS	FISHER-CALO	22,306.00
005204	DOW CORNING CORP MALL STOP 1222 MIDLAND, MI 48686-0994		HOME VALLEY	256,388.07
005077	EI DUPONT DE NEMOURS & COMPANY INC HUNTER, CHARLES J 1007 MARKET ST RM 7154 WILMINGTON, DE 19898	BIVE PAGET ET AL ZARIN, MICHAEL D 460 PARK AVE NEW YORK, NY 10022	JASPER	195,632,148.99
005059	ENAMELITE INDUSTRIES INC BUTLER, RICHARD V 171 MONROE NW STE 800 GRAND RAPIDS, MI 49503-2665	ROBERT A HENDRICKS	FISHER-CALO	542,108.00
004475	FEDERAL SCREW WORKS STARKMAN, MARTY 2400 BUHL BLDG DETROIT, MI 48226-3602	FREUD MARKUS ET AL GALGAN, FRANK B 100 E BIG BEAVER RD STE 900 TROY, MI 48083	ROSE TOWNSHIP	100,000.00
004476	FEDERAL SCREW WORKS STARKMAN, MARTY 2400 BUHL BLDG DETROIT, MI 48226-3602	FREUD MARKUS ET AL GALGAN, FRANK B 100 E BIG BEAVER RD STE 900 TROY, MI 48083	SPRINGFIELD TWP	19,623,750.00
005016	FORD MOTOR CO RINTAMAKI, JOHN M WORLD HEADQUARTERS THE AMERICAN RD RM 1187 DEARBORN, MI 48121		RASMUSSEN	19,377,030.00
005017	FORD MOTOR CO RINTAMAKI, JOHN M WORLD HEADQUARTERS THE AMERICAN RD RM 1187 DEARBORN, MI 48121		ROSE TOWNSHIP	100,000.00

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Claim Number	Claimant Name & Address	Attorney Name & Address	Superfund Site	Amount Claimed
005018	FORD MOTOR CO HINTAMAKI, JOHN H WORLD HEADQUARTERS THE AMERICAN RD RM 1187 DEARBORN, MI 48121		SPRINGFIELD TWP	19,623,750.00
004883	FSH INC SCHARF, FRED BRIDGEPORT III F/K/A FENNIX & SCISSON INC 6450 S LEWIS STE 300 TULSA, OK 74136-1060		JASPER	0.00
004884	FSH INC SCHARF, FRED BRIDGEPORT III F/K/A FENNIX & SCISSON INC 6450 S LEWIS STE 300 TULSA, OK 74136-1060		JASPER	0.00
004478	FT WAYNE REDUCTION SUPERFUND SITE 215 E BERRY ST FORT WAYNE, IN 46802	HOLLEB & COFF LANDOW-ESSER, JANINE M 53 E MONROE ST STE 4100 CHICAGO, IL 60603	FT WAYNE REDUC	26,217.08
005162	GENERAL MOTORS CORP BRAUN, JEFFREY LEGAL STAFF NEW CENTER BLDG 3031 W GRAND BLVD DETROIT, MI 48226		SPRINGFIELD TWP	19,623,750.00
004947	GOODYEAR TIRE & RUBBER CO TOMA, SHIRLEY LAW DEPARTMENT 1144 E MARKET ST AKRON, OH 44316-0001		CEDARTOWN LNDFL	0.00
003629	GRAND TRUNK WESTERN RAILROAD CO SCLAMY, MARY P 1333 BREWERY PARK BLVD DETROIT, MI 48207-2699		VENONA WELL	5,300,000.00
004901	HALE MFG CO KRCHMA, SP 800 N LINDBERGH ST LOUIS, MO 63146	HUSCH & EPPENBERGER ROMECKER, JERRY K 100 N BROADWAY STE 1300 ST LOUIS, MO 63102-2789	CEDARTOWN LNDFL	0.00
005063	HE HORSE CO 655 DOUGLAS HOLLAND, MI 49424	ROBERT A HENDRICKS	FISHER-CALO	2,750.00
005026	HOECHST CELANESE CORP	EDWARDS & ANGELL PRICE, ROBIN 750 LEXINGTON AVE 12TH FL NEW YORK, NY 10022	RASMUSSEN	19,377,030.00

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Claim Number	Claimant Name & Address	Attorney Name & Address	Superfund Site	Amount Claimed
005185	HOECHST CELANESE CORP	EDWARDS & ANGELL PRICE, ROBIN 750 LEXINGTON AVE 12TH FL NEW YORK, NY 10022	SPRINGFIELD TWN	19,623,750.00
005359	HOECHST CELANESE CORP MARTINSON, MELINDA RT 202-206 PO BOX 2500 SOMERVILLE, NJ 08876-1258		ROSE TOWNSHIP	100,000.00
005202	HON INDUSTRIES INC	STANLEY RENLING ET AL HUNTER, STEVEN T 444W DAVENPORT BANK BLDG DAVENPORT, IA 52801-1906	CEDARTOWN LNDFL	5,750,000.00
004513	HOOVER GROUP ON BEHALF OF HOOVER UNIVERSAL INC 2001 WESTSIDE PKY STE 155 ALPHARETTA, GA 30201	LARRY C WILLEY 940 TRUST BLDG GRAND RAPIDS, MI 49503-3032	THOMAS SOLVENT	0.00
004920	JEFFERSON SMURFIT CORP COBB, ROY C, JR 8182 MARYLAND AVE CLAYTON, MO 63105		CEDARTOWN LNDFL	0.00
146	JOCKEY INTL INC 2300 60TH ST KENOSHA, WI 53140		CEDARTOWN LNDFL	0.00
004869	JOHNSON CONTROLS INC	FOLEY & LARDNER DAUGHERTY, DONALD A, JR 777 E WISCONSIN AVE MILWAUKEE, WI 53202-5367	RASMUSSEN	19,377,030.00
004516	KELLOGG CO 1 KELLOGG SQ PO BOX 3594 BATTLE CREEK, MI 49016-3599	LARRY C WILLEY 940 TRUST BLDG GRAND RAPIDS, MI 49503-3032	THOMAS SOLVENT	0.00
004514	KRAFT INC ON BEHALF OF GENERAL FOODS 1 KRAFT CT 4 W GLENVIEW, IL 60025	LARRY C WILLEY 940 TRUST BLDG GRAND RAPIDS, MI 49503-3032	THOMAS SOLVENT	0.00
004986	LASKIN FINAL REMEDIATION TRUST FUNDCAMPBELL, JAMES R BEAZER ENVIRONMENTAL SERVICES INC 436 SEVENTH AVE PITTSBURGH, PA 15219	WHIPPLE, MARY A	LASKIN POPLAR	91,289.00
004363	LTV STEEL COMPANY INC GIBSON, WARREN A 25 PROSPECT AVE NW CLEVELAND, OH 44115		BAXTER/TREECE	0.00

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Claim Number	Claimant Name & Address	Attorney Name & Address	Superfund Site	Amount Claimed
004363	LTV STEEL COMPANY INC GIBSON, WARREN A 25 PROSPECT AVE NW CLEVELAND, OH 44115		TAR CREEK	0.00
005061	MANITOU CORP 17150 148TH AVE SPRING LAKE, MI 49456	ROBERT A HENDRICKS	FISHER-CALO	197,756.00
003642	MORPONTAINE PROPERTIES MARRARO, CHRISTOPHER J C/O KAYE SCHOLER ET AL MCPHERSON BLDG 901 15TH ST NW STE 1100 WASHINGTON, DC 20005-2396	KAYE SCHOLER ET AL MARRARO, CHRISTOPHER J MCPHERSON BLDG 901 15TH ST NW STE 1100 WASHINGTON, DC 20005	TRANSICOIL	0.00
003643	MORPONTAINE PROPERTIES MARRARO, CHRISTOPHER J C/O KAYE SCHOLER ET AL MCPHERSON BLDG 901 15TH ST NW STE 1100 WASHINGTON, DC 20005-2396	KAYE SCHOLER ET AL MARRARO, CHRISTOPHER J MCPHERSON BLDG 901 15TH ST NW STE 1100 WASHINGTON, DC 20005	TRANSICOIL	0.00
004910	NATIONAL STEEL CORP PO BOX 18107F ST LOUIS, MO 63150	BABST CALLAND ET AL REINHART, JOSEPH K TWO GATEWAY CTR 8TH FL PITTSBURGH, PA 15222	RASMUSSEN	19,377,030.00
004911	NATIONAL STEEL CORP PO BOX 18107F ST LOUIS, MO 63150	BABST CALLAND ET AL REINHART, JOSEPH K TWO GATEWAY CTR 8TH FL PITTSBURGH, PA 15222	SPRINGFIELD TWP	19,623,750.00
004886	PARAMOUNT COMMUNICATIONS INC F/K/A GULF WESTERN INC VICTOR, DANIEL 15 COLUMBUS CIR NEW YORK, NY 10023-7706	SPENCER FANE ET AL GOLDSTEIN, SCOTT J 1000 WALNUT STE 1400 KANSAS CITY, MO 64106	BAXTER/TREECE	3,000,000.00
004886	PARAMOUNT COMMUNICATIONS INC F/K/A GULF WESTERN INC VICTOR, DANIEL 15 COLUMBUS CIR NEW YORK, NY 10023-7706	SPENCER FANE ET AL GOLDSTEIN, SCOTT J 1000 WALNUT STE 1400 KANSAS CITY, MO 64106	JASPER	0.00
004887	PARAMOUNT COMMUNICATIONS INC F/K/A GULF WESTERN INC VICTOR, DANIEL 15 COLUMBUS CIR NEW YORK, NY 10023-7706	SPENCER FANE ET AL GOLDSTEIN, SCOTT J 1000 WALNUT STE 1400 KANSAS CITY, MO 64106	BAXTER/TREECE	3,000,000.00
004887	PARAMOUNT COMMUNICATIONS INC F/K/A GULF WESTERN INC VICTOR, DANIEL 15 COLUMBUS CIR NEW YORK, NY 10023-7706	SPENCER FANE ET AL GOLDSTEIN, SCOTT J 1000 WALNUT STE 1400 KANSAS CITY, MO 64106	JASPER	0.00

EXHIBIT C

Claim Number	Claimant Name & Address	Attorney Name & Address	Superfund Site	Amount Claimed
004888	PARAMOUNT COMMUNICATIONS INC F/K/A GULF WESTERN INC VICTOR, DANIEL 15 COLUMBUS CIR NEW YORK, NY 10023-7706	SPENCER FANE ET AL GOLDSTEIN, SCOTT J 1000 WALNUT STE 1400 KANSAS CITY, MO 64106	BAXTER/TREECE	3,000,000.00
004888	PARAMOUNT COMMUNICATIONS INC F/K/A GULF WESTERN INC VICTOR, DANIEL 15 COLUMBUS CIR NEW YORK, NY 10023-7706	SPENCER FANE ET AL GOLDSTEIN, SCOTT J 1000 WALNUT STE 1400 KANSAS CITY, MO 64106	JASPER	0.00
004889	PARAMOUNT COMMUNICATIONS INC F/K/A GULF WESTERN INC VICTOR, DANIEL 15 COLUMBUS CIR NEW YORK, NY 10023-7706	SPENCER FANE ET AL GOLDSTEIN, SCOTT J 1000 WALNUT STE 1400 KANSAS CITY, MO 64106	BAXTER/TREECE	3,000,000.00
004889	PARAMOUNT COMMUNICATIONS INC F/K/A GULF WESTERN INC VICTOR, DANIEL 15 COLUMBUS CIR NEW YORK, NY 10023-7706	SPENCER FANE ET AL GOLDSTEIN, SCOTT J 1000 WALNUT STE 1400 KANSAS CITY, MO 64106	JASPER	0.00
004890	PARAMOUNT COMMUNICATIONS INC F/K/A GULF WESTERN INC VICTOR, DANIEL 15 COLUMBUS CIR NEW YORK, NY 10023-7706	SPENCER FANE ET AL GOLDSTEIN, SCOTT J 1000 WALNUT STE 1400 KANSAS CITY, MO 64106	BAXTER/TREECE	3,000,000.00
004890	PARAMOUNT COMMUNICATIONS INC F/K/A GULF WESTERN INC VICTOR, DANIEL 15 COLUMBUS CIR NEW YORK, NY 10023-7706	SPENCER FANE ET AL GOLDSTEIN, SCOTT J 1000 WALNUT STE 1400 KANSAS CITY, MO 64106	JASPER	0.00
004891	PARAMOUNT COMMUNICATIONS INC F/K/A GULF WESTERN INC VICTOR, DANIEL 15 COLUMBUS CIR NEW YORK, NY 10023-7706	SPENCER FANE ET AL GOLDSTEIN, SCOTT J 1000 WALNUT STE 1400 KANSAS CITY, MO 64106	BAXTER/TREECE	3,000,000.00
004891	PARAMOUNT COMMUNICATIONS INC F/K/A GULF WESTERN INC VICTOR, DANIEL 15 COLUMBUS CIR NEW YORK, NY 10023-7706	SPENCER FANE ET AL GOLDSTEIN, SCOTT J 1000 WALNUT STE 1400 KANSAS CITY, MO 64106	JASPER	0.00
004892	PARAMOUNT COMMUNICATIONS INC F/K/A GULF WESTERN INC VICTOR, DANIEL 15 COLUMBUS CIR NEW YORK, NY 10023-7706	SPENCER FANE ET AL GOLDSTEIN, SCOTT J 1000 WALNUT STE 1400 KANSAS CITY, MO 64106	BAXTER/TREECE	3,000,000.00
004892	PARAMOUNT COMMUNICATIONS INC F/K/A GULF WESTERN INC VICTOR, DANIEL 15 COLUMBUS CIR NEW YORK, NY 10023-7706	SPENCER FANE ET AL GOLDSTEIN, SCOTT J 1000 WALNUT STE 1400 KANSAS CITY, MO 64106	JASPER	0.00

EXHIBIT C

Claim Number	Claimant Name & Address	Attorney Name & Address	Superfund Site	Amount Claimed
004893	PARAMOUNT COMMUNICATIONS INC F/K/A GULF WESTERN INC VICTOR, DANIEL 15 COLUMBUS CIR NEW YORK, NY 10023-7706	SPENCER FANE ET AL GOLDSTEIN, SCOTT J. 1000 WALNUT STE 1400 KANSAS CITY, MO 64106	BAXTER/TREECE	3,000,000.00
004893	PARAMOUNT COMMUNICATIONS INC F/K/A GULF WESTERN INC VICTOR, DANIEL 15 COLUMBUS CIR NEW YORK, NY 10023-7706	SPENCER FANE ET AL GOLDSTEIN, SCOTT J 1000 WALNUT STE 1400 KANSAS CITY, MO 64106	JASPER	0.00
004428	PORTESCAP US INC THORNTON, PETER 36 CENTRAL AVE HAUPPAUGE, NY 11788-4734		TRANSICOIL	1,000,000.00
004430	PORTESCAP US INC THORNTON, PETER 36 CENTRAL AVE HAUPPAUGE, NY 11788-4734		TRANSICOIL	1,000,000.00
005014	PST CO INC BURTIS, JOHN UNITED DOMINION INDUS 2300 FIRST UNION CTR 301 S COLLEGE ST CHARLOTTE, NC 28202-6039	GLASS MCCULLOUGH ET AL BRITT, DEBORAH L 1409 PEACHTREE ST NE ATLANTA, GA 30309	CEDARTOWN LNDFL	0.00
005060	B2 YACHTS INC 725 E 40TH ST HOLLAND, MI 49423-5392	ROBERT A HENDRICKS	FISHER-CALO	101,393.00
006479	SAFETY KLEEN ENVIROSYSTEMS CO BERT ERICSON 777 BIG TIMBER RD ELGIN, IL 60123-1488	HOLLER & COFF LANDON-ESSER, JANINE M 55 E MONROE ST STE 4100 CHICAGO, IL 60603	FT WAYNE REDUC	26,217.08
012579	SPENCER FANE ET AL GOLDSTEIN, SCOTT J 1000 WALNUT STE 1400 KANSAS CITY, MO 64106		FISHER-CALO	586,425.00
005075	ST JOE MINERALS CORP TOLSON, JENNIFER G 3333 MICHELSON DR IRVINE, CA 92730-0001	SIVE PAGET ET AL ZARIN, MICHAEL D 460 PARK AVE NEW YORK, NY 10022	BAXTER/TREECE	40,135,306.48
005075	ST JOE MINERALS CORP TOLSON, JENNIFER G 3333 MICHELSON DR IRVINE, CA 92730-0001	SIVE PAGET ET AL ZARIN, MICHAEL D 460 PARK AVE NEW YORK, NY 10022	JASPER	196,397,503.69

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Claim Number	Claimant Name & Address	Attorney Name & Address	Superfund Site	Amount Claimed
005074	SUN CO TRACEY, HELEN TEN PENN CTR 1801 MARKET ST PHILADELPHIA, PA 19103-1699	SIVE PAGET ET AL ZARIN, MICHAEL D 460 PARK AVE NEW YORK, NY 10022	BAXTER/TREECE	40,032,096.05
005074	SUN CO TRACEY, HELEN TEN PENN CTR 1801 MARKET ST PHILADELPHIA, PA 19103-1699	SIVE PAGET ET AL ZARIN, MICHAEL D 460 PARK AVE NEW YORK, NY 10022	JASPER	195,538,691.14
002798	THERMO CHEM TRUST FUND LEWIS, BRUCE F AMERICAN NATL BANK & TRUST CHICAGO 33 N LASALLE ST CHICAGO, IL 60609	KIRKLAND & ELLIS GADZALA, SUSAN P 200 E RANDOLPH DR CHICAGO, IL 60601	THOMAS SOLVENT	4,000.00
004512	TONKINS INDUSTRIES INC ON BEHALF OF LASCO INDUSTRIES INC 4801 SPRINGFIELD ST PO BOX 943 DAYTON, OH 45401-0943	LARRY C WILLEY 940 TRUST BLDG GRAND RAPIDS, MI 49503-3032	THOMAS SOLVENT	0.00
005345	TRW INC WALTER, ROBERT EXECUTIVE OFFICES 1900 RICHMOND RD CLEVELAND, OH 44124		ROSE TOWNSHIP	19,623,750.00
005346	TRW INC WALTER, ROBERT EXECUTIVE OFFICES 1900 RICHMOND RD CLEVELAND, OH 44124		ROSE TOWNSHIP	100,000.00
005347	TRW INC WALTER, ROBERT EXECUTIVE OFFICES 1900 RICHMOND RD CLEVELAND, OH 44124		RASMUSSEN	19,377,038.00
005348	TRW INC WALTER, ROBERT EXECUTIVE OFFICES 1900 RICHMOND RD CLEVELAND, OH 44124		SPRINGFIELD TWN	19,623,750.00
005138	UNIROYAL GOODRICH TIRE CO BRASCA, JOHN ONE PARKWAY SOUTH AKA AMERIPOL SYNPOL CO PO BOX 19026 GREENVILLE, SC 29602		ROSE TOWNSHIP	100,000.00

EXHIBIT C

Claim Number	Claimant Name & Address	Attorney Name & Address	Superfund Site	Amount Claimed
05139	UNIROYAL GOODRICH TIRE CO BRASCA, JOHN ONE PARKWAY SOUTH AKA AMERIPOL SYNPOL CO PO BOX 19026 GREENVILLE, SC 29602		SPRINGFIELD TWN	19,623,750.00
005076	UNX CORP KABBERT, WILLIAM J, II 600 GRANT ST RM 1538 PITTSBURGH, PA 15219-4776	BIVE PAGET ET AL ZARIN, MICHAEL D 460 PARK AVE NEW YORK, NY 10022	JASPER	195,249,702.72
005084	WAYNE RECLAMATION PRP COMMITTEE	BREED ABBOTT ET AL HALL, WILLIAM H 1818 N ST NW STE 600 WASHINGTON, DC 20036	WAYNE RECLAM	103,171.62
005025	WB ROME CORP 105 MADISON ST WORCESTER, MA 01613	TROUTMAN SANDERS ET AL MACFARLANE, KIRK R 127 PEACHTREE ST ATLANTA, GA 30303	CEDARTOWN LNDFL	0.00