Presentment Date: January 26, 2011 at 11:00 a.m. (ET)
Objection Deadline: January 26, 2011 at 11:00 a.m. (ET)

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
TRONOX INCORPORATED, et al.,[1]	)	Case No. 09-10156 (ALG)
Debtors.	)	Jointly Administered

NOTICE OF PRESENTMENT OF SETTLED ORDER GRANTING UNITED STATES' MOTION TO APPROVE THE CONSENT DECREE AND ENVIRONMENTAL SETTLEMENT AGREEMENT

PLEASE TAKE NOTICE that the United States of America (the "**United States**") will present the attached Order Granting the United States' Motion to Approve the Consent Decree and Environmental Settlement Agreement (the "**Order**") annexed hereto as Exhibit A, in the cases of the above-caption debtors and debtors in possession (collectively, "**Tronox**") to the Honorable Allan L. Gropper, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004-1408, for signature on **January 26, 2011 at 11:00 a.m. (ET)**.

[1] The debtors in these cases include: Tronox Luxembourg S.ar.l; Tronox Incorporated; Cimarron Corporation; Southwestern Refining Company, Inc.; Transworld Drilling Company; Triangle Refineries, Inc.; Triple S, Inc.; Triple S Environmental Management Corporation; Triple S Minerals Resources Corporation; Triple S Refining Corporation; Tronox LLC; Tronox Finance Corp.; Tronox Holdings, Inc.; Tronox Pigments (Savannah) Inc.; and Tronox Worldwide LLC.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Order must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, and shall be filed with the Bankruptcy Court electronically by registered users of the Bankruptcy Court's case filing system (the User's Manual for the Electronic Case Filing System can be found at www.nysb.uscourts.gov, the official website for the Bankruptcy Court) and, by all other parties in interest, on a 3.5 inch disk, in text-searchable Portable Document Format (PDF), WordPerfect or any other Windows-based word processing format (in either case, with a hard-copy delivered directly to Chambers), and shall be served upon (a) counsel to Tronox, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Jonathan S. Henes, Esq. and Nicole L. Greenblatt, Esq.; (b) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004, Attn: Susan D. Golden, Esq.; (c) counsel to the agent for Tronox's postpetition secured lenders, Latham & Watkins LLP, 8233 South Wacker Drive, Suite 5800, Chicago, Illinois 60606, Attn: Richard A. Levy, Esq.; (d) counsel to the official committee of unsecured creditors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Brian S. Hermann, Esq. and Elizabeth McColm, Esq.; (e) counsel to the official committee of equity security holders, Pillsbury Winthrop Shaw Pittman LLP, 1540 Broadway, New York, New York 10036, Attn: Craig A. Barbarosh, Esq., David A. Crichlow, Esq. and Karen B. Dine, Esq.; (f) the Office of the United States Attorney for the Southern District of New York, 86 Chambers Street, 3rd Floor, New York, New York 10007, Attn: Robert Yalen, Esq. and Tomoko Onozawa, Esq.; (g) counsel to Anadarko Petroleum Corporation and Kerr-McGee Corporation, Weil, Gotshal & Manges LLP, 700 Louisiana, Suite 1600, Houston, Texas 77002, Attn: Lydia T. Protopapas, Esq.; (h) counsel to the Backstop Parties, Milbank, Tweed, Hadley & McCloy LLP, One Chase Manhattan Plaza,

New York, New York 10005, Attn: Dennis F. Dunne, Esq., Robert C. Shenfeld, Esq. and James Harris, Esq. and (i) all those persons and entities that have formally requested notice by filing a written request for notice pursuant to Bankruptcy Rule 2002 and the Local Bankruptcy Rules (with service on such parties by email only), so as to be actually received **no later than January 26, 2011 at 11:00 a.m. (ET)**.

PLEASE TAKE FURTHER NOTICE that if no objections to the Order are timely filed, served and received in accordance with the terms hereof, the Bankruptcy Court may enter the Order without further notice or hearing. If an objection is timely filed, served and received, a hearing will be held before the Honorable Allan L. Gropper, United States Bankruptcy Court for the Southern District of New York, in Room 617, One Bowling Green, New York, New York 10004-1408, at a date and time to be established by the Bankruptcy Court. The parties are required to attend the hearing and failure to attend in person or by counsel may result in relief being granted or denied upon default.

Dated: New York, New York
January 20, 2011

PREET BHARARA
United States Attorney
Attorney for the United States of America

By: */s/ Tomoko Onozawa*
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EXHIBIT A

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
TRONOX INCORPORATED, et al.,[1]	)	Case No. 09-10156 (ALG)
Debtors.	)	Jointly Administered

ORDER GRANTING THE UNITED STATES' MOTION TO APPROVE THE CONSENT DECREE AND ENVIRONMENTAL SETTLEMENT AGREEMENT

Upon the Motion[2] of the United States of America (the "United States") for entry of an Order to Approve the Consent Decree and Environmental Settlement Agreement Among the Debtors, the Environmental Response Trust Trustees, the United States, and Certain State and Local Environmental Agencies (the "Settlement Agreement Approval Motion"); and it appearing that the relief requested is in the best interests of Tronox's estates, its creditors and other parties in interest; and the Court having jurisdiction to consider the Settlement Agreement Approval Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Motion having been adequate and appropriate under the circumstances; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED

[1] The debtors in these cases include: Tronox Luxembourg S.ar.l; Tronox Incorporated; Cimarron Corporation; Southwestern Refining Company, Inc.; Transworld Drilling Company; Triangle Refineries, Inc.; Triple S, Inc.; Triple S Environmental Management Corporation; Triple S Minerals Resources Corporation; Triple S Refining Corporation; Tronox LLC; Tronox Finance Corp.; Tronox Holdings, Inc.; Tronox Pigments (Savannah) Inc.; and Tronox Worldwide LLC.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

1. Upon consideration of the Settlement Agreement Approval Motion and all responses thereto, the Consent Decree and Environmental Settlement ("Settlement Agreement") is hereby approved as fair, reasonable and consistent with environmental law.

2. For the avoidance of doubt, the term "approval of the court" in Paragraphs 22, 46, 63, 88 and 113 of the Settlement Agreement shall not be construed to mean (a) the Findings of Fact, Conclusions of Law and Order Confirming the First Amended Joint Plan of Reorganization of Tronox Incorporated, et al., Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 2567], (b) any other order that has been entered to date by the Bankruptcy Court, or (c) any future order approving the Environmental Trust Agreements or the Anadarko Litigation Trust Agreement. Nothing in this Order or the Settlement Agreement shall be construed to exculpate the Trust Parties from any liability resulting from any act or omission constituting fraud, willful misconduct, or criminal conduct.

3. This approval is subject to the filing of fully-executed copies of the five environmental response trust agreements referred to in Paragraph 169 of the Settlement Agreement.

4. The Anadarko Litigation Trust Agreement (as defined in Paragraph 119 of the Settlement Agreement) shall be filed on at least five (5) business days' notice and with an opportunity to object for any affected parties.

5. The parties to the Settlement Agreement are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

6. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062 and 9014 or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

7. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

New York, New York
Date: January 26, 2011

/s/ Allan L. Gropper
United States Bankruptcy Judge

EXHIBIT 1

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

- x

IN RE:

TRONOX INCORPORATED, *et al.*,

Debtors.

Case No. 09-10156 (ALG)

(Jointly Administered)

- x

CONSENT DECREE AND ENVIRONMENTAL SETTLEMENT AGREEMENT

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I. RECITALS

WHEREAS, on January 12, 2009, Tronox Incorporated and 14 of its affiliates (collectively, "Debtors")[1] filed petitions with the Court under chapter 11 of the Bankruptcy Code (the "Bankruptcy Cases");

WHEREAS, the Sites set forth and defined in Attachments A-1 and A-2 hereto which are owned by Debtors, and for which funding has been specifically allocated as set forth herein, are referred to herein as the Owned Funded Sites;

WHEREAS, the Sites set forth and defined in Attachment A-3 hereto which are owned by Debtors, and for which funding has not been specifically allocated herein, other than as set forth in Paragraph 126, are referred to herein as the Owned Non-Funded Sites;

WHEREAS, the Sites set forth and defined in Attachment B hereto are not owned by Debtors, but includes Sites that (i) have known or potential environmental contamination, or (ii) are the subject of current and ongoing clean-up obligations under federal, tribal, or state Environmental Laws, and are referred to herein as the Non-Owned Sites;

WHEREAS, the United States, on behalf of the United States Environmental Protection Agency ("US EPA"), the United States Department of Agriculture, acting through the United States Forest Service (the "Forest Service"), the United States Department of the Interior ("DOI"), acting through the Fish and Wildlife Service and the

[1] The debtors in these chapter 11 cases include: Tronox Luxembourg S.ar.L; Tronox Incorporated; Cimarron Corporation; Southwestern Refining Company, Inc.; Transworld Drilling Company; Triangle Refineries, Inc.; Triple S, Inc.; Triple S Environmental Management Corporation; Triple S Minerals Resources Corporation; Triple S Refining Corporation; Tronox LLC; Tronox Finance Corp.; Tronox Holdings, Inc.; Tronox Pigments (Savannah) Inc.; and Tronox Worldwide LLC.

Bureau of Land Management ("BLM"), the United States Department of Commerce, acting through the National Oceanic and Atmospheric Administration ("NOAA"), the United States Department of Defense, including the United States Department of the Army, United States Army Corps of Engineers, United States Department of the Navy, and United States Department of the Air Force ("DoD"), and the Nuclear Regulatory Commission ("NRC"); the Navajo Nation; the States of Alabama, Florida, Georgia,[2] Idaho, Illinois, Indiana, Iowa, Kansas, Louisiana,[3] Massachusetts,[4] Mississippi,[5] Missouri, Nevada,[6] New Jersey, New York, North Carolina,[7] Ohio, Oklahoma, Pennsylvania, Tennessee, Texas, and Wisconsin (collectively, the "States"); the City of Warrenville, Illinois, the City of West Chicago, Illinois, the Forest Preserve District of DuPage County, Illinois, the West Chicago Park District, DuPage County, Illinois, the City of Chicago, and the Chicago Park District (collectively, the "Local Governments";

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[2] All references to "Georgia" or the "State of Georgia" are limited to the Georgia Department of Natural Resources, Environmental Protection Division.

[3] All references to "Louisiana" or the "State of Louisiana" are limited to the Louisiana Department of Environmental Quality.

[4] All references to "Massachusetts" or the "Commonwealth of Massachusetts" are limited to the Massachusetts Department of Environmental Protection and, as to claims for natural resource damages only, the Executive Office of Energy and Environmental Affairs.

[5] All references to "Mississippi" or the "State of Mississippi" are limited to the Mississippi Commission on Environmental Quality.

[6] All references to "Nevada" or the "State of Nevada" are limited to the Nevada Department of Conservation and Natural Resources, Division of Environmental Protection.

[7] All references to "North Carolina" or the "State of North Carolina" are limited to the North Carolina Division of Waste Management and, as to claims for natural resources only, the Trustee for Natural Resources for North Carolina, along with any successors thereto.

the Local Governments and the United States, the States, and the Navajo Nation, collectively, the "Governments"), assert that Debtors are potentially responsible parties or may otherwise be responsible for known or potential environmental contamination with respect to certain Owned and Non-Owned Sites;

WHEREAS, the United States on behalf of the US EPA, Forest Service, DOI, NOAA, and NRC asserts: (i) that with respect to certain Owned and Non-Owned Sites, Debtors are liable to it for past response costs and potential future response costs that the United States has incurred or may incur under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") 42 U.S.C. §§ 9601-9675, for civil penalties pursuant to the Resource Conservation and Recovery Act ("RCRA") 42 U.S.C. §§ 6901-6992k, for civil penalties pursuant to the Clean Air Act ("CAA") 42 U.S.C. §§ 7401-7671(q), and the Clean Water Act ("CWA") 33 U.S.C. §§ 1251-1387, for obligations under Sections 62, 63, and 161 of the Atomic Energy Act of 1954 ("Atomic Energy Act"), 42 U.S.C. §§ 2092, 2093, 2201, and for damages for injury to, destruction of, or loss of natural resources as defined in 42 U.S.C. § 101(16) ("NRD") and natural resource damages assessment costs and restoration actions; (ii) that Debtors are liable for all post-petition environmental response costs, NRD and related assessment costs and restoration actions, and the performance of work and/or decommissioning activities under CERCLA, RCRA and the Atomic Energy Act with respect to certain Owned Sites as present owner thereof; and (iii) that Debtors are liable for certain protective and/or contingent claims and causes of action with respect to certain Non-Owned Sites;

WHEREAS, the United States on behalf of DoD asserts a contribution claim against Debtors, to the extent that DoD is determined to be liable pursuant to CERCLA

and/or analogous state law in connection with the Fireworks Site in Hanover, Massachusetts;

WHEREAS, the Navajo Nation asserts that Debtors are liable for past response costs and future response costs under CERCLA, the Navajo Nation Comprehensive Environmental Response Compensation and Liability Act, 4 Navajo Nation Code § 2101 *et seq.*, and other federal and Navajo Nation Environmental Laws relating to the former Shiprock, New Mexico Uranium Mill Site ("Shiprock Mill Site"), and the former Kerr-McGee Quivira Church Rock Mine Site, including Quivira NE Church Rock Mines I, IE and II, and all areas where contaminants associated with those mines have been deposited, stored, disposed of, placed, or otherwise come to be located ("Quivira Mine Site");

WHEREAS, the States assert: (i) that Debtors are liable for past response costs and future response costs under CERCLA or state Environmental Laws with respect to certain Owned and Non-Owned Sites; (ii) for certain States only, Debtors are liable for certain NRD and related costs (including assessment costs) in connection with certain Owned and Non-Owned Sites; (iii) that Debtors are liable for all post-petition environmental response costs, NRD and related costs (including assessment costs), and the performance of work under CERCLA or state law relating to certain Owned Sites as a present owner thereof; and (iv) Debtors are liable for certain protective and/or contingent claims and causes of action with respect to certain Non-Owned Sites;

WHEREAS, the Local Governments assert: (i) that Debtors are liable for the performance of work under CERCLA or state law relating to certain Owned Sites as a

present owner thereof; and (ii) that Debtors are liable for certain protective and/or contingent claims and causes of action with respect to certain Non-Owned Sites;

WHEREAS, the United States filed Proofs of Claim Nos. 2384, 2385, 2386, 2387, 2388, 2389, 2390, 3528, 3529, 3530, 3532, 3533, 3534, 3535, and 3626, setting forth claims or causes of action against Debtors, and in some instances, protectively, for past and future response costs, assessment costs, and work with respect to certain Owned and Non-Owned Sites, pursuant to Debtors' status as present owner of the Owned Funded Sites, and contribution claims with respect to the Fireworks Site;

WHEREAS, the Navajo Nation filed Proofs of Claim Nos. 2157, 2159, 2343, 2346, and 2347, setting forth claims and causes of action under federal and Navajo Nation Environmental Laws with respect to the Shiprock Mill and Quivira Mine Sites;

WHEREAS, certain of the States filed Proofs of Claim setting forth claims and causes of action under Environmental Laws with respect to certain Owned and Non-Owned Sites and pursuant to Debtors' status as present owner of certain Owned Funded Sites, which are numbered as follows: Nos. 2035, 2180, 2191, 2193 (Florida); Nos. 2042, 2049, 2052, 2056, 2057, 2059, 2061[8] (Georgia); Nos. 1674, 2593, 2598, 2611, 2614, 2616, and 3210 (Illinois); Nos. 1458, 1459, 1485 (Indiana); No. 3060 (Louisiana); Nos. 3200, 3422, 3468 (Massachusetts); No. 1959 (Mississippi); Nos. 2499, 2572, 2660, 3099 (Missouri); No. 2422 (Nevada); No. 1869 (New Jersey); Nos. 3112, 3113, 3114, and 3514 (New York); Nos. 2575, 2576, 3713, and 3714 (North Carolina); No. 3249 (Ohio); Nos. 2382, 2383, 2625, 2634, 2638, 2642, 2648, 2650, 2651, 2653, 2654, 2927, 14199,

[8] Claim No. 2061 was expunged by Stipulation and Agreed Order dated March 17, 2010 between Debtors and the Attorney General of Georgia, acting on behalf of the Georgia Department of Natural Resources, and approved by the Court on March 31, 2010.

14198,14200, 14201, 14202, 14203, and 14204[9] (Oklahoma); No. 1499 (Tennessee); Nos. 1517, 2156, 2164, 2171, and 2175 (Texas); and No. 2190 (Wisconsin);

WHEREAS, the Local Governments filed Proofs of Claim setting forth claims and causes of action under Environmental Laws with respect to certain Owned and Non-Owned Sites and pursuant to Debtors' status as present owner of certain Owned Funded Sites, which are numbered as follows: Nos. 1705, 2381 (City of Warrenville, Illinois); Nos. 919, 3536 (City of West Chicago, Illinois); No. 2814, 2820, 2929 (Forest Preserve District of DuPage County, Illinois); No. 1799 (DuPage County, Illinois); Nos. 2110, 2126, 2138 (City of Chicago, Illinois); and No. 288 (Chicago Park District);

WHEREAS, subject to the covenants not to sue and releases and reservations of rights set forth in Sections XVI and XVII herein, Debtors and the Governments agree to enter into this Settlement Agreement ("Settlement Agreement") for the Owned Sites and the Non-Owned Sites in full satisfaction of all claims and causes of action, as applicable, asserted by the Governments against Debtors in connection with the Owned Sites and the Non-Owned Sites, which will: (i) transfer all of Debtors' right, title, and interest in all of the Owned Sites into Environmental Response Trusts; (ii) provide for the cash funding of Administrative Costs and Environmental Actions at certain Owned Sites and Non-Owned Sites; and (iii) establish a Litigation Trust (the "Anadarko Litigation Trust") to which Debtors' interests in the adversary proceeding *Tronox Worldwide LLC v. Anadarko Petroleum Corporation, et al.*, Case No. 09-01198 (S.D.N.Y. Bankr. filed May 12, 2009) ("Anadarko Litigation") will be transferred for the benefit of the Governments and

[9] Of these claims, the following were amendments to earlier claims: Claim numbers 14199 (amending 2591), 14198 (amending 2596), 14200 (amending 2600), 14201 (amending 2602), 14202 (amending 2607), 14203 (amending 2612), and 14204 (amending 2655).

certain holders of tort claims, and from which the Anadarko Litigation Proceeds (as defined below), shall be allocated among the Governments and the Environmental Response Trusts, as partial consideration for the full satisfaction of all claims and causes of action by the Governments against Debtors in connection with the Owned Sites and Non-Owned Sites;

WHEREAS, the parties hereto agree to settle, compromise and resolve their disputes relating to the Owned Sites and Non-Owned Sites as provided herein;

WHEREAS, the effectiveness of this Settlement Agreement is conditioned upon the occurrence of the consummation of a Plan of Reorganization;

WHEREAS, this Settlement Agreement and other environmental settlement agreements[10] are intended to serve as a comprehensive settlement of all claims and causes of action asserted by the Governments against Debtors with respect to potential future costs incurred, past cost claims (where applicable), NRD and related assessment costs (where applicable), civil penalties (where applicable), injunctive obligations (where applicable), and work performed by the Governments relating to or in connection with the Owned Sites and the Non-Owned Sites as described below;

WHEREAS, in consideration of, and in exchange for, the promises and covenants herein, the parties hereby agree to the terms and provisions of this Settlement Agreement;

WHEREAS, the settlement terms herein are in the nature of compromises, and these terms are less favorable than the Governments would seek in the absence of this

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10 The other environmental settlement agreements consist solely of the Kress Creek Settlement Agreement, dated May 1, 2010, and the Consent Decree to be filed in *United States v. Tronox Pigments (Savannah) Inc.*, No. CV 408-259 (S.D. Ga.).

Settlement Agreement;

WHEREAS, the treatments provided in this Settlement Agreement are compromises of the contested positions of the parties, these compromises are entered into solely for purposes of this Settlement Agreement, and all parties reserve their legal arguments on any issues involved in all other matters;

WHEREAS, with respect to the Owned Sites, the Settlement Agreement is based on the funding of future Environmental Actions, decommissioning costs, certain future oversight costs of the Governments through the funding of Environmental Response Trusts, past cost claims (where applicable), NRD and related assessment costs (where applicable), and penalty claims (where applicable), and on allocations to or for the benefit of the Owned Sites or the Environmental Response Trusts of specified percentages of the Anadarko Litigation Proceeds, as described more fully herein;

WHEREAS, with respect to the Non-Owned Sites, the Settlement Agreement is based on the funding of future Environmental Actions, decommissioning costs, certain future oversight costs of the Governments for the Non-Owned Sites, past cost claims (where applicable), NRD and related assessment costs (where applicable), and on allocations to or for the benefit of the Non-Owned Sites of specified percentages of the Anadarko Litigation Proceeds, as described more fully herein; and

WHEREAS, this Settlement Agreement is fair and reasonable and in the public interest, and is an appropriate means of resolving these matters.

NOW, THEREFORE, without any adjudication on any issue of fact or law, and upon the consent and agreement of the parties by their attorneys and authorized officials, it is hereby agreed as follows:

II. DEFINITIONS

"2006 Henderson Consent Decree" shall have the meaning provided in Paragraph 73.

"2006 Henderson Consent Decree Substitution and Clarification Agreement" shall have the meaning provided in Paragraph 73.

"Administrative Costs" shall mean the fees, costs, and expenses incurred in connection with the administration of the Multistate Trust, Savannah Trust, Henderson Trust, Cimarron Trust, and West Chicago Trust, including but not limited to real estate management, taxes, insurance, and maintenance costs, but excluding any expenses (including, without limitation, expenses of the trustees and its third-party professionals) incurred in overseeing, managing, and performing Environmental Actions.

"Anadarko Litigation" shall have the meaning provided in the Recitals.

"Anadarko Litigation Proceeds" shall mean eighty-eight percent (88%) of any and all amounts recovered in or resulting from the Anadarko Litigation, net of any payments to lead counsel for the Anadarko Litigation Trust pursuant to a separate Special Fee Arrangement, which shall be allocated to the Governments and the Environmental Response Trusts pursuant to the Plan of Reorganization and this Settlement Agreement.

"Anadarko Litigation Trust" shall have the meaning provided in the Recitals.

"Anadarko Litigation Trust Agreement" shall have the meaning provided in Paragraph 119.

"Anadarko Litigation Trustee" shall have the meaning provided in Paragraph 121.

"Anniston Terminal" shall have the meaning provided in Subparagraph 117(a).

"Atomic Energy Act" shall have the meaning provided in the Recitals.

"Avoca Site" shall have the meaning provided in Subparagraph 10(f)(xxiii).

"Bankruptcy Cases" shall have the meaning provided in the Recitals.

"Beaumont Site" shall have the meaning provided in Subparagraph 10(f)(xxiv).

"Birmingham Terminal" shall have the meaning provided in Subparagraph 117(b).

"Birmingport Site" shall have the meaning provided in Subparagraph 10(f)(ii).

"BLM" shall have the meaning provided in the Recitals.

"BMI/Landwell Assets" shall have the meaning provided in Subparagraph 70(a).

“BMI/Landwell Offset” shall have the meaning provided in Subparagraph 124(p)(i).

“BMI/Landwell Optional Transfer” shall have the meaning provided in Paragraph 70.

“Bossier City Site” shall have the meaning provided in Subparagraph 10(f)(xi).

“Bristol Mine Site” shall have the meaning provided in Subparagraph 10(f)(xvii).

“Brunswick Site” shall have the meaning provided in Subparagraph 117(e).

“CAA” shall have the meaning provided in the Recitals.

“Calhoun Gas Plant” shall have the meaning provided in Subparagraph 10(f)(xii).

“Carrying Costs” shall have the meaning provided in Subparagraph 70(d).

“Caselton Mine Site” shall have the meaning provided in Subparagraph 10(f)(xviii).

“CERCLA” shall have the meaning provided in the Recitals.

“Cimarron License” shall have the meaning provided in Subparagraph 51(a).

“Cimarron Licensee” shall have the meaning provided in Subparagraph 51(a).

“Cimarron LOC” shall have the meaning provided in Paragraph 50.

“Cimarron Site” shall have the meaning provided in Paragraph 50.

“Cimarron Standby Trust Fund” shall have the meaning provided in Paragraph 50.

“Cimarron Trust” shall have the meaning provided in Paragraph 50.

“Cimarron Trust Accounts” shall have the meaning provided in Subparagraph 55(c).

“Cimarron Trust Administrative Account” shall have the meaning provided in Subparagraph 55(b).

“Cimarron Trust Agreement” shall have the meaning provided in paragraph 53.

“Cimarron Trust Assets” shall mean (a) those assets and properties, including the Cimarron Site and sources of funding to be transferred to the Cimarron Trust pursuant to this Settlement Agreement and (b) such other assets acquired or held by the Cimarron Trust from time to time pursuant to the Cimarron Trust Agreement.

"Cimarron Trust Environmental Cost Accounts" shall have the meaning provided in Subparagraph 55(a).

"Cimarron Trust Parties" shall mean, collectively, the Cimarron Trust, the Cimarron Trustee, and the Cimarron Trustee's shareholders, officers, directors, employees, members, managers, partners, affiliated entities, consultants, agents, accountants, attorneys or other professionals or representatives engaged or employed by the Cimarron Trust or Cimarron Trustee; provided however, that any contractors or consultants retained to perform or oversee Environmental Actions of the Cimarron Trust (for the avoidance of doubt, other than the Cimarron Trustee and its officers, directors, and employees) shall not be Cimarron Trust Parties.

"Cimarron Trustee" shall have the meaning provided in Paragraph 50.

"Cleveland Site" shall have the meaning provided in Subparagraph 10(f)(xxi).

"Columbus Anadarko Amount" shall have the meaning provided in Subparagraph 124(l)(ii).

"Columbus Segregated Amount" shall have the meaning provided in Subparagraph 10(f)(xiii).

"Columbus Site" shall have the meaning provided in Subparagraph 10(f)(xiii).

"Corpus Christi No. 1 Terminal" shall have the meaning provided in Subparagraph 10(f)(xxv).

"CRC" shall have the meaning provided in Paragraph 79.

"CRC Requirements" shall have the meaning provided in Paragraph 79.

"Cushing Site" shall have the meaning provided in Subparagraph 10(f)(xxii).

"CWA" shall have the meaning provided in the Recitals.

"Debtors" shall have the meaning provided in the Recitals.

"Decatur Site" shall have the meaning provided in Subparagraph 117(i).

"DoD" shall have the meaning provided in the Recitals.

"DOI" shall have the meaning provided in the Recitals.

"DOI NRDAR Fund" shall have the meaning provided in Subparagraph 10(f)(xx).

"Dubach Gas Site" shall have the meaning provided in Subparagraph 117(j).

"Due Care Obligations" shall have the meaning provided in Subparagraph 75(a).

"DuSable Park" shall have the meaning provided in Subparagraph 117(h).

"Effective Date" shall mean the effective date of this Settlement Agreement, as provided in Paragraph 169 hereof.

"EFT" shall have the meaning provided in Paragraph 129.

"Environmental Actions" shall mean any and all environmental activities authorized or required under Environmental Laws that occur after the Effective Date and that are related to any of the Owned Sites and certain Non-Owned Sites (for which the Multistate Trust and West Chicago Trust will be performing environmental activities as provided herein), including but not limited to response or remedial actions, removal actions, corrective action, closure, or post-closure care, reclamation, investigations, studies, remediation, interim actions, final actions, emergency actions, water treatment, implementation of engineered structures and controls, monitoring, repair and replacement of engineered structures, monitoring equipment and controls, operation and maintenance, implementation, operation and maintenance of institutional controls, coordination and integration of reuse and remedial efforts and initiatives (including, without limitation, multi-stakeholder communications), and, if required, long-term stewardship and perpetual custodial care activities. "Environmental Actions" also include the above environmental activities relating to the migration of hazardous substances emanating from the Owned Sites. For the avoidance of doubt, "Environmental Actions" shall not include natural resource assessment or restoration.

"Environmental Information" shall mean all environmental reports, audits, analyses, records, studies and other documents containing information prepared by or otherwise in the possession, custody or control of Debtors or its technical consultants that are based on or otherwise reflect information related to environmental activities.

"Environmental Laws" means, whenever in effect, all federal, tribal, state and local statutes, regulations, ordinances and similar provisions having the force or effect of law; all judicial and administrative orders and determinations and all common law concerning public health and safety, worker health and safety, pollution or protection of the environment, including, without limitation, the Atomic Energy Act ("AEA"), CERCLA, CWA, CAA, Emergency Planning and Community Right-to-Know Act ("EPCRA"), Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), RCRA, Safe Drinking Water Act ("SDWA"), Toxic Substances Control Act ("TSCA"), and any tribal, state or local equivalents.

"Environmental Response Trustees" shall mean the Cimarron Trustee, the Henderson Trustee, the Multistate Trustee, the Savannah Trustee, and the West Chicago Trustee/Licensee.

"Environmental Response Trusts" shall mean the Cimarron Trust, the Henderson Trust, the Multistate Trust, the Savannah Trust, and the West Chicago Trust.

“Environmental Trust Agreements” shall mean the Multistate Trust Agreement, the Savannah Trust Agreement, the Henderson Trust Agreement, the Cimarron Trust Agreement, and the West Chicago Trust Agreement.

“Exacerbation Obligations” shall have the meaning provided in Subparagraph 75(a).

“Excess Anadarko Proceeds” shall have the meaning provided in Subparagraph 124(p)(i).

“Existing Leases” shall have the meaning provided in Subparagraph 67(c).

“Federal West Chicago Consent Decree” shall have the meaning provided in Paragraph 93.

“Fireworks Site” shall have the meaning provided in Subparagraph 117(m).

“Flat Top Mine” shall have the meaning provided in Subparagraph 117(w).

“Forest Service” shall have the meaning provided in the Recitals.

“GA EPD” shall have the meaning provided in Subparagraph 39(a).

“Georgia Federal Court” shall have the meaning provided in Paragraph 32.

“Gore Site” shall have the meaning provided in Subparagraph 117(u).

“Governments” shall have the meaning provided in the Recitals.

“Grantor Trust Election” shall mean an election to treat a trust as a grantor trust pursuant to Treasury Regulation section 1.468B-1(k)(1).

“Guarantor” shall have the meaning provided in Paragraph 71.

“Guaranty” shall have the meaning provided in Paragraph 71.

“Gypsum Operations” shall have the meaning provided in Paragraph 27.

“Hattiesburg Site” shall have the meaning provided in Subparagraph 117(n).

“Henderson Administrative Costs” shall have the meaning provided in Subparagraph 80(b).

“Henderson Chartis Policy” shall have the meaning provided in Paragraph 72.

“Henderson Covered Person” shall have the meaning provided in Paragraph 75.

“Henderson Deed” shall have the meaning provided in Subparagraph 67(a).

"Henderson Facility Lease" shall have the meaning provided in Paragraph 71.

"Henderson Leased Facility" shall have the meaning provided in Paragraph 71.

"Henderson Legacy Conditions" shall have the meaning provided in Subparagraph 75(b).

"Henderson Property" shall have the meaning provided in Subparagraph 67(a).

"Henderson Remediation Power Agreement" shall have the meaning provided in Paragraph 79.

"Henderson Trust" shall have the meaning provided in Paragraph 67.

"Henderson Trust Accounts" shall have the meaning provided in Subparagraph 80(c).

"Henderson Trust Administrative Account" shall have the meaning provided in Subparagraph 80(b).

"Henderson Trust Agreement" shall have the meaning provided in Paragraph 77.

"Henderson Trust Assets" shall mean (a) those assets and properties, including the Henderson Property and sources of funding to be transferred to the Henderson Trust pursuant to this Settlement Agreement and (b) such other assets acquired or held by the Henderson Trust from time to time pursuant to the Henderson Trust Agreement.

"Henderson Trust Environmental Cost Account" shall have the meaning provided in Subparagraph 80(a).

"Henderson Trustee" shall have the meaning provided in Subparagraph 67(c).

"Henderson Trust Parties" shall mean, collectively, the Henderson Trust, the Henderson Trustee, and the Henderson Trustee's shareholders, officers, directors, employees, members, managers, partners, affiliated entities, consultants, agents, accountants, attorneys or other professionals or representatives engaged or employed by the Henderson Trust or Henderson Trustee; provided however, that any contractors or consultants retained to perform or oversee Environmental Actions of the Henderson Trust (for the avoidance of doubt, other than the Henderson Trustee and its shareholders, officers, directors, and employees) shall not be Henderson Trust Parties.

"IEMA" shall have the meaning provided in Paragraph 98.

"Indiana Wood Treating Site" shall have the meaning provided in Subparagraph 10(f)(ix).

"Jacksonville Terminal Site" shall have the meaning provided in Subparagraph 10(f)(v).

“Joint Navassa NRD Claimants” shall have the meaning provided in Subparagraph 10(f)(xx).

“Joint Texarkana NRD Claimants” shall have the meaning provided in Subparagraph 10(f)(xxvi).

“Juniper Mine Site” shall have the meaning provided in Subparagraph 117(d).

“Kansas City Site” shall have the meaning provided in Subparagraph 10(f)(xv).

“Kerr-McGee Jacksonville Site” shall have the meaning provided in Subparagraph 10(f)(iv).

“Kerr-McGee Jacksonville Segregated Amount” shall have the meaning provided in Subparagraph 10(f)(iv).

“Kerr-McGee West Chicago NPL Sites” shall have the meaning provided in Subparagraph 117(k).

“Kress Creek” shall have the meaning provided in Paragraph 96.

“Kress Creek Settlement Agreement” shall have the meaning provided in Paragraph 96.

“Kriner/Stigler Site” shall have the meaning provided in Subparagraph 117(u).

“Lead Agencies” shall mean the designated Government agencies identified in Paragraphs 12, 39, 56, 81 and 105.

“License Order” shall have the meaning provided in Subparagraph 51(a).

“Lindsay Light Removal Sites” shall have the meaning provided in Subparagraph 117(f).

“Line of Credit Agreement” shall have the meaning provided in Subparagraph 28(c).

“Local Communities” shall have the meaning provided in Paragraph 95.

“Local Communities Consent Decree” shall have the meaning provided in Paragraph 93.

“Local Governments” shall have the meaning provided in the Recitals.

“Madison Site” shall have the meaning provided in Subparagraph 10(f)(vii).

“Mansfield Canyon Site” shall have the meaning provided in Subparagraph 117(c).

"Manville Site" shall have the meaning provided in Subparagraph 117(o).

"Maximum Draw" shall have the meaning provided in Subparagraph 28(c).

"Meridian Anadarko Amount" shall have the meaning provided in Subparagraph 124(m)(ii).

"Meridian Segregated Amount" shall have the meaning provided in Subparagraph 10(f)(xiv).

"Meridian Site" shall have the meaning provided in Subparagraph 10(f)(xiv).

"Mobile Site" shall have the meaning provided in Subparagraph 10(f)(iii).

"Moss American NPL Site" shall have the meaning provided in Subparagraph 117(y).

"Mount Vernon Site" shall have the meaning provided in Subparagraph 117(j).

"Multistate Owned Funded Sites" shall have the meaning provided in Paragraph 4.

"Multistate Owned Sites" shall have the meaning provided in Paragraph 3.

"Multistate Trust" shall have the meaning provided in Paragraph 3.

"Multistate Trust Accounts" shall have the meaning provided in Subparagraph 10(d).

"Multistate Trust Administrative Account" shall have the meaning provided in Subparagraph 10(c).

"Multistate Trust Agreement" shall have the meaning provided in Paragraph 7.

"Multistate Trust Assets" shall mean (a) those assets and properties, including the Multistate Owned Sites and sources of funding to be transferred to the Multistate Trust pursuant to this Settlement Agreement and (b) such other assets acquired or held by the Multistate Trust from time to time pursuant to the Multistate Trust Agreement.

"Multistate Trust Environmental Cost Account" shall have the meaning provided in Subparagraph 10(a).

"Multistate Trust Parties" shall mean, collectively, the Multistate Trust, the Multistate Trustee, and the Multistate Trustee's shareholders, officers, directors, managers, members, employees, consultants, agents or other professionals or representatives employed by the Multistate Trust or Multistate Trustee; provided however, that any contractors or consultants retained to perform or oversee Environmental Actions of the Multistate Trust (for the avoidance of doubt, other than the

Multistate Trustee and its officers, directors, and employees) shall not be Multistate Trust Parties.

"Multistate Trust Work Account" shall have the meaning provided in Subparagraph 10(a).

"Multistate Trustee" shall have the meaning provided in Paragraph 3.

"Navajo Area Uranium Mines" shall have the meaning provided in Subparagraph 117(p).

"Navassa Site" shall have the meaning provided in Subparagraph 10(f)(xx).

"Navassa Trustee Council" shall have the meaning provided in Paragraph 18.

"Net Sale Proceeds" shall have the meaning provided in Subparagraph 69(d).

"New Substances Conditions" shall have the meaning provided in Subparagraph 75(b).

"NOAA" shall have the meaning provided in the Recitals.

"Non-Lead Agencies" shall mean the designated Government agencies identified in Paragraphs 12, 39, 56, 81 and 105.

"Non-Owned RAS Properties" shall have the meaning provided in Paragraph 96.

"Non-Owned Sites" shall mean those Sites set forth on Attachment B hereto, and any and all contiguous and non-contiguous areas onto which hazardous substances from such Site have migrated.

"Non-Owned Service Stations" shall have the meaning provided in Paragraph 10(f)(xxviii).

"NRC" shall have the meaning defined in the Recitals.

"NRD" shall have the meaning defined in the Recitals.

"Off-Site Facility" shall have the meaning provided in Subparagraph 161(b)(iii).

"Other Sites" shall have the meaning provided in Subparagraph 126(a).

"Other Sites Account" shall have the meaning provided in Subparagraph 126(a).

"Owned Service Stations" shall have the meaning provided in Paragraph 10(f)(xxvii).

"Owned Funded Sites" shall mean those Sites owned by the Debtors for which funding is specifically allocated herein and are as set forth on Attachments A-1 and A-2

hereto, together with all personal property, fixtures, buildings and attendant property rights (to the extent not otherwise provided herein), and any and all contiguous and non-contiguous areas onto which hazardous substances from such Site have migrated.

"Owned Non-Funded Sites" shall mean those Sites owned by the Debtors for which funding has not been specifically allocated herein, other than as set forth in Paragraph 126, and are as set forth on Attachment A-3 hereto, together with all personal property, fixtures, buildings and attendant property rights, and any and all contiguous and non-contiguous areas onto which hazardous substances from such Site have migrated.

"Owned RAS Properties" shall have the meaning provided in Paragraph 92.

"Owned Sites" shall mean, collectively, the "Owned Funded Sites" and the "Owned Non-Funded Sites," all of which are collectively set forth on Attachments A-1, A-2 and A-3 hereto.

"Phase 2 Final Agreement" shall have the meaning provided in Paragraph 96.

"Plan of Reorganization" is the Plan of Reorganization for the Debtors, which shall incorporate the terms of this Settlement Agreement.

"Preservation Date" shall have the meaning provided in Subparagraph 163(b).

"Proofs of Claim" shall mean the Proofs of Claim filed by the Governments as set forth in the Recitals.

"Quivira Mine Site" shall have the meaning provided in the Recitals.

"RAS" shall have the meaning provided in Paragraph 92.

"RAS Properties" shall have the meaning provided in Paragraph 96.

"RCRA" shall have the meaning provided in the Recitals.

"Real Property Information" shall mean all documents in Debtors' possession, custody, or control related to property taxes, leases, contracts, security, insurance, or administration or potential sales (but with respect to potential sales, only information reasonably locatable dated 2008 or later) of an Owned Site.

"REF" shall have the meaning provided in Paragraph 92.

"REF Letter of Credit" shall have the meaning provided in Subparagraph 104(f)(ii)(b).

"REF License" shall have the meaning provided in Paragraph 98.

"REF Surety Bond" shall have the meaning provided in Subparagraph 104(f)(ii)(a).

“Reorganized Tronox” shall mean, collectively, (i) Tronox Incorporated, (ii) Tronox Worldwide LLC, (iii) Tronox LLC, (iv) all other Debtors, and (v) all successors to the entities referenced in clauses (i), (ii), (iii) and (iv) above, whether by merger, consolidation, dissolution, restructuring, recapitalization, acquisition of assets or equity securities, or otherwise, on or after the Effective Date.

“Repayment Date” shall have the meaning provided in Subparagraph 28(d).

“Riley Pass Site” shall have the meaning provided in Subparagraph 117(w).

“Rome Site” shall have the meaning provided in Subparagraph 10(f)(xix).

“Rushville Site” shall have the meaning provided in Subparagraph 10(f)(x).

“Sale Costs” shall have the meaning provided in Subparagraph 70(d).

“Sale Event” shall have the meaning provided in Subparagraph 70(b).

“Sale Proceeds” shall have the meaning provided in Subparagraph 70(d).

“Sauget Site” shall have the meaning provided in Subparagraph 10(f)(viii).

“Savannah Acid Business” shall have the meaning provided in Paragraph 27.

“Savannah Consent Decree” shall have the meaning provided in Paragraph 31.

“Savannah Facility” shall have the meaning provided in Paragraph 27.

“Savannah Operating Agreement” shall have the meaning provided in Subparagraph 29(b).

“Savannah Sale” shall have the meaning provided in Paragraph 30.

“Savannah Trust” shall have the meaning provided in Paragraph 27.

“Savannah Trust Accounts” shall have the meaning provided in Subparagraph 38(c).

“Savannah Trust Administrative Account” shall have the meaning provided in Subparagraph 38(b).

“Savannah Trust Agreement” shall have the meaning provided in Paragraph 36.

“Savannah Trust Assets” shall mean (a) those assets and properties, including the Savannah Facility and sources of funding to be transferred to the Savannah Trust pursuant to this Settlement Agreement and (b) such other assets acquired or held by the Savannah Trust from time to time pursuant to the Savannah Trust Agreement.

"Savannah Trust Environmental Cost Account" shall have the meaning provided in Subparagraph 38(a).

"Savannah Trust-Owned Entity" shall have the meaning provided in Paragraph 29.

"Savannah Trust Parties" shall mean, collectively, any Savannah Trust-Owned Entity, the Savannah Trustee, and the shareholders, officers, directors, managers, members, employees, consultants, agents or other professionals or representatives employed by the Savannah Trust-Owned entity, the Savannah Trust, or the Savannah Trustee; provided however, that any contractors or consultants retained to perform or oversee Environmental Actions of the Savannah Trust (for the avoidance of doubt, other than the Savannah Trustee and its officers, directors, and employees) shall not be Savannah Trust Parties.

"Savannah Working Capital" shall have the meaning provided in Paragraph 28.

"Savannah Working Capital Statement" shall have the meaning provided in Subparagraph 28(b).

"Settlement Agreement" shall have the meaning provided in the Recitals.

"Shiprock Mill Site" shall have the meaning provided in the Recitals.

"Soda Springs Site" shall have the meaning provided in Subparagraph 10(f)(vi).

"Springfield Site" shall have the meaning provided in Subparagraph 10(f)(xvi).

"States" shall have the meaning provided in the Recitals.

"Streeterville Rights-of-Way" shall have the meaning provided in Subparagraph 117(g).

"Superfund" shall mean the "Hazardous Substance Superfund" established by 26 U.S.C. § 9507 or, in the event such Hazardous Substance Superfund no longer exists, any successor fund or comparable account of the Treasury of the United States to be used for removal or remedial actions to address releases or threats of releases of hazardous substances.

"TCEQ" shall mean the Texas Commission on Environmental Quality.

"Tenant" shall have the meaning provided in Subparagraph 67(b).

"Texarkana Facility" shall have the meaning provided in Subparagraph 10(f)(xxvi).

"Texarkana Trustee Council" shall have the meaning provided in Paragraph 18.

"Title Insurer" shall have the meaning provided in Subparagraph 67(a).

"Title X" shall have the meaning provided in Paragraph 93.

"Toledo Tie Site" shall have the meaning provided in Subparagraph 117(t)

"United States" shall mean the United States of America, including US EPA, NOAA, DOI, Department of Agriculture, acting through the Forest Service, DoD, and NRC, and all of its agencies, departments, and instrumentalities.

"US EPA" shall have the meaning provided in the Recitals.

"Welsbach Site" shall have the meaning provided in Subparagraph 117(q).

"West Chicago Owned Sites" shall have the meaning provided in Paragraph 92.

"West Chicago Special Account" shall have the meaning provided in Paragraph 100.

"West Chicago Trust" shall have the meaning provided in Paragraph 92.

"West Chicago Trust Accounts" shall have the meaning provided in Subparagraph 104(d).

"West Chicago Trust Administrative Account" shall have the meaning provided in Subparagraph 104(b).

"West Chicago Trust Agreement" shall have the meaning provided in Paragraph 96.

"West Chicago Trust Assets" shall mean (a) those assets and properties, including the West Chicago Trust Sites and sources of funding to be transferred to the West Chicago Trust pursuant to this Settlement Agreement and (b) such other assets acquired or held by the West Chicago Trust from time to time pursuant to the West Chicago Trust Agreement.

"West Chicago Trust Environmental Cost Accounts" shall have the meaning provided in Subparagraph 104(a).

"West Chicago Trust Parties" shall mean, collectively, the West Chicago Trust, the West Chicago Trustee/Licensee, and the West Chicago Environmental Response Trustee's shareholders, officers, directors, employees, consultants, agents or other professionals or representatives employed by the West Chicago Trust or West Chicago Trustee/Licensee; provided however, that any contractors or consultants retained to perform or oversee Environmental Actions of the West Chicago Trust (for the avoidance of doubt, other than the West Chicago Trustee and its officers, directors, and employees) shall not be West Chicago Trust Parties.

"West Chicago Trust Sites" shall have the meaning provided in Subparagraph 104(a).

"West Chicago Trust Title X Account" shall have the meaning provided in Subparagraph 104(c).

"West Chicago Trust Work Accounts" shall have the meaning provided in Subparagraph 104(a).

"West Chicago Trustee/Licensee" shall have the meaning provided in Paragraph 92.

"White King/Lucky Lass Site" shall have the meaning provided in Subparagraph 117(v).

"Withheld BMI/Landwell Amount" shall have the meaning provided in Subparagraph 124(p)(iv).

"Wynnewood Site" shall have the meaning provided in Subparagraph 117(u).

Capitalized terms not otherwise defined herein shall have the meanings provided for in CERCLA, or other applicable Environmental Laws.

III. JURISDICTION

1. The Court has jurisdiction over the subject matter hereof pursuant to 28 U.S.C. §§ 157, 1331, and 1334.

IV. PARTIES BOUND; SUCCESSION AND ASSIGNMENT

2. This Settlement Agreement applies to, is binding upon, and shall inure to the benefit of the signatories hereto, their legal successors and assigns, and Reorganized Tronox, and any trustee, examiner or receiver appointed in the Bankruptcy Cases. For purposes of this Settlement Agreement, any rights granted to Debtors that extend after the Effective Date shall also be deemed granted to Reorganized Tronox and its successors and assigns, subject to any reservations provided for herein.

V. THE MULTISTATE ENVIRONMENTAL RESPONSE TRUST

3. On the Effective Date, and simultaneously with receipt of the payments to the Multistate Trust Environmental Cost Accounts under Paragraph 10, Debtors will transfer all of their right, title, and interest in and to the Multistate Owned

Sites (as defined below), including, without limitation, all of their fee ownership in, all appurtenances, rights, easements, rights-of-way, mining rights (including unpatented mining claims, mill site claims, and placer claims), mineral rights, mineral claims, appurtenant groundwater rights, associated surface water rights, claims, and filings, permits, licenses, third-party warranties and guaranties for equipment or services to the extent transferable under bankruptcy law, or other interests (including without limitation all fixtures, improvements, personal property (tangible and intangible) and equipment located thereon as of the Effective Date) related to all Owned Sites other than the Cimarron Site, the Henderson Property, the Savannah Facility, and the REF and the Owned RAS Properties in West Chicago, Illinois (collectively, the "Multistate Owned Sites"), to an environmental response trust ("Multistate Trust"). Prior to the Effective Date, but not thereafter, Debtors may remove from the Multistate Owned Sites the machinery, equipment, fixtures, furniture, computers, tools, parts, supplies, and other tangible personal property, used, or held for use, in connection with the operation of Debtors' operating assets. On and after the Effective Date, Debtors and Reorganized Tronox shall have no ownership or other residual interest whatsoever with respect to the Multistate Trust or Multistate Owned Sites. The transfer of ownership by the Debtors of any such assets or other property shall be a transfer of all of the Debtors' right, title and interests therein, and the transfer (i) shall be as is and where is, with no warranties of any nature; (ii) shall be free and clear of all claims, liens and interests against the Debtors (except for liens arising under Section 107 of CERCLA against the Sites in Jacksonville, Florida and Wilmington, North Carolina), including liens for the payments of monetary claims, such as property taxes, or other monetary claims asserted or that could have been

asserted in the bankruptcy proceeding, but shall remain subject to any existing in rem claims that do not secure payment of monetary claims (such as easements or deed restrictions); (iii) shall be subject to any rights of the Governments under this Settlement Agreement; and (iv) shall be accomplished by quitclaim deed, in a form substantially similar to the quitclaim deed attached as Attachment C to this Settlement Agreement, and/or personal property bill of sale without warranty, with all such conveyance documents to be agreed to in form by the Debtors and the trustee of the Multistate Trust ("Multistate Trustee"), provided that in no event shall the conveyance include any warranty by the grantor by virtue of the grant document or statutory or common law or otherwise. Debtors and Reorganized Tronox hereby disclaim any and all express or implied representations or warranties, including any representations or warranties of any kind or nature, express or implied, as to the condition, value or quality of such assets or other property, and specifically disclaim any representation or warranty of merchantability, usage, suitability or fitness for any particular purpose with respect to such assets or other property, any part thereof, the workmanship thereof, and the absence of any defects therein, whether latent or patent, it being understood that such assets are being acquired "as is, where is," and in their condition as of the Effective Date. Debtors and Reorganized Tronox, as applicable, will reasonably cooperate with the Governments and the Multistate Trustee to deliver to the title company (which will cause to be recorded in the appropriate real property records) the transfer documents as soon as reasonably practicable, but not to exceed 30 days after the Effective Date. Debtors shall pay the recording costs and transfer fees to the title company relating to the title transfers. Debtors shall pay to the applicable tax authorities on or prior to the Effective Date all real

property taxes relating to the Multistate Owned Sites due on or before the Effective Date. Debtors and the Multistate Trust shall prorate the real property taxes accruing to or becoming a lien on the Multistate Owned Sites during the calendar year of the Effective Date, and Debtors shall have paid to the Multistate Trust their pro-rata share of such real property taxes as of the Effective Date. If the actual bills for such real property taxes have not been issued, then such proration shall be based on an amount equal to such real property taxes for the prior year or tax period, which shall constitute a final proration and not be subject to further adjustment. As of the Effective Date, the Multistate Trust shall be responsible for paying all real property taxes first coming due following the Effective Date relating to the Multistate Owned Sites. Debtors shall execute, or cause to be executed, and record, if necessary, all necessary releases of any liens or security interests held by any Debtor against any Multistate Owned Sites. After Debtors execute this Settlement Agreement, Debtors shall not further encumber the Multistate Owned Sites or their other interests therein and shall maintain such properties in a commercially reasonable manner in accordance with Debtors' current practices, including the improvements thereon and the fixtures thereto that are related to ongoing remediation activities in the condition that they exist as of the date of such execution, except for ordinary wear and tear, casualty and condemnation, and except to the extent that ongoing environmental activities require otherwise.

4. The purpose of the Multistate Trust shall be to: (i) own the Multistate Owned Sites; (ii) carry out administrative and property management functions related to the Multistate Owned Sites; (iii) manage and/or fund implementation of future Environmental Actions approved by the Lead Agencies with respect to those Owned

Funded Sites that will be transferred to the Multistate Trust ("Multistate Owned Funded Sites") and the Non-Owned Service Stations (defined in Subparagraph 10(f)(xxviii) below); (iv) fulfill other obligations as set forth in this Settlement Agreement; (v) pay certain future oversight costs (but not those related to the Non-Owned Service Stations); and (vi) ultimately sell, transfer, or otherwise dispose or facilitate the reuse of all or part of the Multistate Trust Assets, if possible, all as provided herein with no objective or authority to engage in any trade or business. The sale, lease or other disposition of some or all of the Multistate Trust Assets by the Multistate Trust shall not be deemed an engagement in any trade or business. The Multistate Trust shall be funded as specified in Paragraph 10 herein.

5. The Multistate Trust by and through its Multistate Trustee not individually but solely in its representative capacity, Debtors, and the Lead Agencies for the Multistate Owned Funded Sites shall exchange information and reasonably cooperate to determine the appropriate disposition of any executory contracts or unexpired leases that relate to the relevant Site; provided, however, that the Multistate Trust shall not be required to take assignment of any executory contract or unexpired lease without the consent of the Multistate Trustee. Debtors shall cooperate with the Multistate Trust with the prompt and orderly delivery of all executory contracts and unexpired leases and take such action with respect to such contracts and leases as the Lead Agencies and the Multistate Trust may reasonably request.

6. Notwithstanding anything to the contrary herein, the United States, Debtors, and the Multistate Trustee shall address, by a separate agreement, the appropriate treatment of Debtors' interest in *Tronox Worldwide LLC v. Atlantic Richfield*

Co., et al., No. 07 CV 1017 (HE) (W.D. Okla.), and *Kerr-McGee Chemical Corp. v. Lefton Iron & Metal Co., et al.* ("*Lefton Iron*"), No. 90 CV 3551 (GPM) (S.D. Ill.), including by providing that the Multistate Trust shall receive the benefit of any recovery in these litigations on account of post-Effective Date response costs, and Reorganized Tronox shall receive the benefit of any recovery on account of pre-Effective Date response costs. With respect to the *Lefton Iron* action, the State of Illinois shall also be a party to the agreement referenced in this Paragraph.

7. Greenfield Environmental Multistate Trust, LLC, not individually but solely in its representative capacity as Multistate Trustee, is appointed as the Multistate Trustee to administer the Multistate Trust and the Multistate Trust Accounts, in accordance with this Settlement Agreement and an Environmental Response Trust Agreement ("Multistate Trust Agreement") materially consistent with the Settlement Agreement to be separately executed by the parties.

8. Debtors and Reorganized Tronox shall provide to the Multistate Trustee Environmental Information and Real Property Information in accordance with Section XIX below.

9. Prior to any conveyance of a Multistate Owned Site to the Multistate Trust pursuant to this Settlement Agreement, the Debtors and their affiliates shall vacate such Multistate Owned Site and surrender possession of such Multistate Owned Site to the Multistate Trustee, unless otherwise approved by the Multistate Trustee.

10. Multistate Trust Accounts

a. The Multistate Trustee shall create a segregated Multistate Trust account ("Multistate Trust Environmental Cost Account") within the Multistate Trust for each of the Multistate Owned Funded Sites listed in Subparagraphs 10(f)(ii)-(xxvii) below, and a separate, single Multistate Trust work account ("Multistate Trust Work Account") for the Non-Owned Service Stations listed in Subparagraph 10(f)(xxviii) below. The purpose of a Multistate Trust Environmental Cost Account for a Multistate Owned Funded Site shall be to provide funding for future Environmental Actions and certain future oversight costs of the Governments included in the approved budget set forth in Paragraph 12 below with respect to that Multistate Owned Funded Site. The purpose of the Multistate Trust Work Account for the Non-Owned Service Stations shall be to provide funding for future Environmental Actions included in the approved budget set forth in Paragraph 12 below with respect to those Non-Owned Service Stations, but shall not be used to fund certain future oversight costs of the Governments with respect to any of those Non-Owned Service Stations, and the Multistate Trust shall not be responsible for any such oversight costs. Funding from a Multistate Trust Environmental Cost Account for any Multistate Owned Funded Site may not be used for any other Owned Site or Non-Owned Site, except as otherwise expressly provided by and in accordance with Paragraph 13 below.

b. To the extent that the Multistate Trustee determines that Environmental Actions are required with respect to any property owned by the Multistate Trust that is not listed in Subparagraphs 10(f)(ii)-(xxvii) below, the Multistate Trustee

may create an Environmental Cost Account for that Site. The Multistate Trustee may provide funding for such an account pursuant to Subparagraphs 13(a)-(c) below.

c. The Multistate Trustee shall also create a segregated administrative account ("Multistate Trust Administrative Account") to fund the payment of real estate taxes, income taxes (to the extent applicable), insurance, and other Administrative Costs.

d. Assets of the Multistate Trust Environmental Cost Accounts, Multistate Trust Work Account, and Multistate Trust Administrative Account (collectively, the "Multistate Trust Accounts") shall be held in trust solely for the purposes provided in this Settlement Agreement. The Governments shall be the sole beneficiaries of the Multistate Trust and the Multistate Trust Accounts. Neither Debtors nor Reorganized Tronox shall have any rights or interest to the Multistate Trust Assets, or to any funds remaining in any of the Multistate Trust Accounts upon the completion of any and all final actions and disbursement of any and all final costs with respect to the Multistate Owned Sites.

e. All interest, dividends and other revenue earned in a Multistate Trust Account shall be retained in the respective Multistate Trust Account and used only for the same purposes as the principal in that account as provided in this Settlement Agreement, subject to any reallocation approved by the Governments in accordance with the terms of this Settlement Agreement.

f. In settlement and full satisfaction of all claims asserted by the Governments against Debtors and Reorganized Tronox with respect to any and all costs of response incurred, or to be incurred, and to any and all NRD and related

assessment costs incurred or to be incurred (where applicable) in connection with the Multistate Owned Sites and Non-Owned Service Stations (including but not limited to the liabilities and other obligations asserted in the United States' and States' Proofs of Claim relating to the Multistate Owned Funded Sites and the Non-Owned Service Stations), Debtors shall, on the Effective Date, (i) make payments of $16,936,352.00 to the Multistate Trust Administrative Account and $80,834,721.00 to the Multistate Trust Environmental Cost Accounts and Work Accounts as set forth in Subparagraphs 10(f)(ii)-(xxviii) below, (ii) pay the Governments any amounts provided for in Subparagraphs 10(f)(ii)-(xxviii) below, and (iii) transfer the cash value of 100% of certain financial assurance letters of credit and surety bonds to certain Multistate Environmental Cost Accounts, as set forth in Paragraph 11 below. Additionally, the Multistate Trust and the Governments shall receive the specified percentages of the Anadarko Litigation Proceeds as set forth in Subparagraphs 124(a)-(bb) and 125(y) below. On the Effective Date, as described above, Debtors shall make the following payments:

i. payment of $16,936,352.00 on the Effective Date to fund the Multistate Trust Administrative Account;

ii. payment of $402,395.00 on the Effective Date to fund future Environmental Actions and certain future oversight costs of the Governments with respect to the former petroleum terminal at Birmingport, Alabama ("Birmingport Site"), to be deposited in the Multistate Trust Environmental Cost Account for that Site;

iii. payment of $21,587,129.00 on the Effective Date to fund future Environmental Actions and certain future oversight costs of the Governments with respect to the former plant at Mobile, Alabama ("Mobile Site"), to be deposited in the Multistate Trust Environmental Cost Account for that Site;

iv. payment of $4,220,981.00 on the Effective Date to fund future Environmental Actions and certain future oversight costs of the Governments with respect to the Kerr-McGee Chemical LLC Site in Jacksonville, Florida ("Kerr-McGee Jacksonville Site"), to be deposited in the Multistate Trust Environmental Cost Account for that Site; and payment of $1,896.00 on the Effective Date to the United States on behalf of US EPA for past cost claims asserted by US EPA with respect to the Site, to be transferred pursuant to the instructions set forth in Paragraph 129 below. The Multistate Trustee will segregate $3,590,495.00 of the funds otherwise then remaining in the Multistate Trust Environmental Cost Account for the Kerr-McGee Jacksonville Site (the "Kerr-McGee Jacksonville Segregated Amount") into a separate account that shall be reserved unspent until US EPA and the State of Florida thereafter notify the Multistate Trustee as to how the Kerr-McGee Jacksonville Segregated Amount will be equitably allocated between operation and maintenance and other response action/response costs. At that time, the Multistate Trustee shall divide the Kerr-McGee Jacksonville Segregated Amount into separate subaccounts within the Multistate Trust Environmental Cost Account for the Kerr-McGee Jacksonville Site for operation and maintenance and other response action/response costs in accordance with the notice provided, and may thereafter release those funds for use (to the extent otherwise consistent with a budget approved pursuant to Subparagraph 12(a) hereof) for the purposes of the respective accounts. Notwithstanding anything to the contrary in this paragraph, at any time US EPA and the State of Florida may jointly authorize the Multistate Trustee to release any or all of the Kerr-McGee Jacksonville Segregated Amount for use consistent with a budget approved pursuant to Subparagraph 12(a) hereof without waiting for the allocation process described above;

v. payment of $38,957.00 on the Effective Date to fund future Environmental Actions and certain future oversight costs of the Governments with respect to the Terminal Site in Jacksonville, Florida ("Jacksonville Terminal Site"), to be deposited in the Multistate Trust Environmental Cost Account for that Site;

vi. payment of $6,050,929.00 on the Effective Date to fund future Environmental Actions and certain future oversight costs of the Governments with respect to the Kerr-McGee Chemical Corp. Superfund Site in Soda Springs, Idaho ("Soda Springs Site"), to be deposited in the Multistate Trust Environmental Cost Account for that Site;

vii. payment of $1,294,468.00 on the Effective Date to fund future Environmental Actions and certain future oversight costs of the Governments with respect to the Madison, Illinois Site ("Madison Site"), to be deposited in the Multistate Trust Environmental Cost Account for that Site;

viii. payment of $3,960,429.00 on the Effective Date to fund future Environmental Actions and certain future oversight costs of the Governments with respect to the Sauget/Moss American Site in Sauget, Illinois ("Sauget Site"), to be deposited in the Multistate Trust Environmental Cost Account for that Site;

ix. payment of $366,782.00 on the Effective Date to fund future Environmental Actions and certain future oversight costs of the Governments with respect to the Indiana Wood Treating Site in Indianapolis, Indiana ("Indiana Wood Treating Site"), to be deposited in the Multistate Trust Environmental Cost Account for that Site;

x. payment of $1,795.00 on the Effective Date to fund future Environmental Actions and certain future oversight costs of the Governments with respect to the Kerr-McGee Ag-Chem/Blender Farm Center in Rushville, Indiana ("Rushville Site"), to be deposited in the Multistate Trust Environmental Cost Account for that Site;

xi. payment of $897,624.00 on the Effective Date to fund future Environmental Actions and certain future oversight costs of the Governments with respect to the Moss American Site in Bossier City, Louisiana ("Bossier City Site"), to be deposited in the Multistate Trust Environmental Cost Account for that Site; and payment of $106.00 on the Effective Date for past costs asserted by the State of Louisiana with respect to the Site, to be made pursuant to the instructions set forth in Subparagraph 131(d);

xii. payment of $2,720,947.00 on the Effective Date to fund future Environmental Actions and certain future oversight costs of the Governments with respect to the Triple S Refining Corp./Calhoun Gas Plant in Calhoun, Louisiana ("Calhoun Gas Plant"), to be deposited in the Multistate Trust Environmental Cost Account for that Site; and payment of $107.00 on the Effective Date for past costs asserted by the State of Louisiana with respect to the Site, to be made pursuant to the instructions set forth in Subparagraph 131(d);

xiii. payment of $5,520,102.00 on the Effective Date to fund future Environmental Actions and certain future oversight

costs of the Governments with respect to the Kerr-McGee Chemical Corporation Facility in Columbus, Mississippi ("Columbus Site"), to be deposited in the Multistate Trust Environmental Cost Account for that Site, and payment of $5,386.00 on the Effective Date to the United States on behalf of US EPA for past cost claims asserted by United States on behalf of US EPA with respect to the Site, to be transferred pursuant to the instructions set forth in Paragraph 129 below. If the Columbus Site is added to the National Priorities List, the Multistate Trustee will segregate $2,692,871 of the funds otherwise then remaining in the Multistate Trust Environmental Cost Account for the Columbus Site (or if less than $2,692,871 remains in the Multistate Trust Environmental Cost Account, such amount as does remain) (the "Columbus Segregated Amount") into a separate account that shall be reserved unspent until US EPA and the State of Mississippi thereafter notify the Multistate Trustee as to how the Columbus Segregated Amount will be equitably allocated between operation and maintenance and other response action/response costs. At that time, the Multistate Trustee shall divide the Columbus Segregated Amount into separate subaccounts within the Multistate Trust Environmental Cost Account for the Columbus Site for operation and maintenance and other response action/response costs in accordance with the notice provided, and may thereafter release those funds for use (to the extent otherwise consistent with a budget approved pursuant to Subparagraph 12(a) hereof) for the purposes of the respective accounts. Notwithstanding anything to the contrary in this paragraph, at any time US EPA and the State of Mississippi may jointly authorize the Multistate Trustee to release any or all of the Columbus Segregated Amount without waiting for the allocation process described above.

xiv. payment of $1,298,956.00 on the Effective Date to fund future Environmental Actions and certain future oversight costs of the Governments with respect to the Kerr-McGee Chemical LLC Facility in Meridian, Mississippi ("Meridian Site"), to be deposited in the Multistate Trust Environmental Cost Account for that Site. If the Meridian Site is added to the National Priorities List, the Multistate Trustee will segregate $897,624 of the funds otherwise then remaining in the Multistate Trust Environmental Cost Account for the Meridian Site (or if less than $897,624 remains in the Multistate Trust Environmental Cost Account, such amount as does remain) (the "Meridian Segregated Amount") into a separate account that shall be reserved unspent until US EPA and the State of Mississippi thereafter notify the Multistate Trustee as to how the Meridian Segregated Amount will be equitably allocated between operation and maintenance and

other response action/response costs. At that time, the Multistate Trustee shall divide the Meridian Segregated Amount into separate subaccounts within the Multistate Trust Environmental Cost Account for the Meridian Site for operation and maintenance and other response action/response costs in accordance with the notice provided, and may thereafter release those funds for use (to the extent otherwise consistent with a budget approved pursuant to Subparagraph 12(a) hereof) for the purposes of the respective accounts. Notwithstanding anything to the contrary in this paragraph, at any time US EPA and the State of Mississippi may jointly authorize the Multistate Trustee to release any or all of the Meridian Segregated Amount for use consistent with a budget approved pursuant to Subparagraph 12(a) hereof without waiting for the allocation process described above;

xv. payment of $1,743,398.00 on the Effective Date to fund future Environmental Actions and certain future oversight costs of the Governments with respect to the former Kerr-McGee Chemical LLC wood treating plant in Kansas City, Missouri ("Kansas City Site"), to be deposited in the Multistate Trust Environmental Cost Account for that Site, and payment of $20,801.00 on the Effective Date to the State of Missouri for NRD asserted by the State of Missouri with respect to the Site, to be made pursuant to the instructions set forth in Subparagraph 131(g);

xvi. payment of $2,025,323.00 on the Effective Date to fund future Environmental Actions and certain future oversight costs of the Governments with respect to the former Kerr-McGee Chemical LLC wood-treating plant in Springfield, Missouri ("Springfield Site") to be deposited in the Multistate Trust Environmental Cost Account for that Site, and payment and payment of $73,996.00 on the Effective Date to the State of Missouri for NRD asserted by the State of Missouri with respect to the Site, to be made pursuant to the instructions set forth in Subparagraph 131(g). After the Effective Date, the Multistate Trustee shall deposit quarterly rents received from Cedar Creek pursuant to the terms of the Springfield Lease to the Multistate Trust Environmental Cost Account for the Springfield Site. After the Effective Date, the Multistate Trustee shall also deposit real property taxes reimbursed by Cedar Creek pursuant to the terms of the Springfield Lease into the Multistate Trust Administrative Account;

xvii. payment of $17,952.00 on the Effective Date to fund future Environmental Actions and certain future oversight costs of the Governments with respect to the Bristol Mine Site in

Pioche, Nevada ("Bristol Mine Site"), to be deposited in the Multistate Trust Environmental Cost Account for that Site;

xviii. payment of $269,287.00 on the Effective Date to fund future Environmental Actions and certain future oversight costs of the Governments with respect to the Caselton Mine Site in Pioche, Nevada ("Caselton Mine Site"), to be deposited in the Multistate Trust Environmental Cost Account for that Site, and payment of $6,320.00 on the Effective Date to the United States on behalf of BLM for past costs incurred by BLM with respect to the Site, to be transferred pursuant to the instructions set forth in Paragraph 129;

xix. payment of $700,000.00 on the Effective Date to fund future Environmental Actions and certain future oversight costs of the Governments with respect to the Rome, New York Site ("Rome Site"), to be deposited in the Multistate Trust Environmental Cost Account for that Site, payment of $2,427.00 on the Effective Date for past costs asserted by the State of New York with respect to the Site, to be made pursuant to the instructions set forth in Subparagraph 131(i), and payment of $1,896.00 on the Effective Date for NRD asserted by the State of New York with respect to the Site, to be made pursuant to the instructions set forth in Subparagraph 131(i);

xx. payment of $4,208,555.00 on the Effective Date to fund future Environmental Actions and certain future oversight costs of the Governments with respect to the Navassa, North Carolina Site ("Navassa Site"), to be deposited in the Multistate Trust Environmental Cost Account for that Site;

a. The Multistate Trustee shall segregate $3,590,495 of the funds provided under this Subparagraph to the Multistate Trust Environmental Cost Account for the Navassa Site into a separate subaccount, to be reserved unspent. Based on the final response action selected for the Navassa Site, US EPA and the State of North Carolina shall notify the Multistate Trustee as to how to equitably allocate this $3,590,495 between operation and maintenance and other response action/response costs. The Multistate Trustee shall thereafter allocate these funds into separate subaccounts within the Multistate Trust Environmental Cost Account for the Navassa Site for operation and maintenance and other response action/response costs in accordance with the notice provided, and may thereafter release those funds for use (to the extent otherwise consistent with a budget approved pursuant to

Subparagraph 12(a) hereof) for the purposes of the respective accounts. Notwithstanding anything to the contrary in this paragraph, at any time US EPA and the State of North Carolina may jointly authorize the Multistate Trustee to release any or all of these segregated funds for use consistent with a budget approved pursuant to Subparagraph 12(a) hereof without waiting for the allocation process described above.

b. Debtors shall also make a payment of $1,896.00 on the Effective Date to the United States on behalf of US EPA for past cost claims asserted by the United States on behalf of US EPA with respect to the Site, to be made pursuant to the instructions set forth in Paragraph 129; and

c. Debtors shall also make a payment of $915,836.00 on the Effective Date to the DOI NRDAR Fund for NRD asserted by the United States on behalf of DOI and NOAA and the State of North Carolina with respect to the Site, to be made pursuant to the instructions set forth in Paragraph 129. Cash payments for NRD under this Subparagraph shall be subsequently deposited into the DOI Natural Resource Damage Assessment and Restoration Fund ("DOI NRDAR Fund"), Account No. 14X5198, to be jointly managed by the DOI, NOAA, and the State of North Carolina Trustees ("Joint Navassa NRD Claimants"). A separate, Site-specific numbered account for the Site has been or will be established within the DOI NRDAR Fund. The funds received shall be assigned pursuant to this Subparagraph to the Site-specific Restoration Account ("Restoration Account") to allow the funds to be maintained as a segregated account within the DOI NRDAR Fund. The trustees shall use the funds in the Restoration Account, including all interest earned on such funds, for restoration activities at or in connection with the Navassa Site as directed by the Joint Navassa NRD Claimants, but shall not be used to conduct assessment activities;

xxi. payment of $8,036,586.00 on the Effective Date to fund future Environmental Actions and certain future oversight costs of the Governments with respect to the Cleveland, Oklahoma Site ("Cleveland Site") to be deposited in the Multistate Trust Environmental Cost Account for that Site, and payment of $112,749.00 on the Effective Date to the State of Oklahoma for

NRD asserted with respect to this Site, to be made pursuant to the instructions set forth in Subparagraph 131(k);

xxii. payment of $8,719,555.00 on the Effective Date to fund future Environmental Actions and certain future oversight costs of the Governments with respect to the Cushing, Oklahoma Site ("Cushing Site") to be deposited in the Multistate Trust Environmental Cost Account for the Site, and payment of $49,551.00 on the Effective Date to the State of Oklahoma for NRD asserted with respect to the Site, to be made pursuant to the instructions set forth in Subparagraph 131(k);

xxiii. payment of $4,101.00 on the Effective Date to fund future Environmental Actions and certain future oversight costs of the Governments with respect to the Avoca, Pennsylvania Site ("Avoca Site"), to be deposited in a Multistate Trust Environmental Cost Account for that Site;

xxiv. payment of $1,651,132.00 on the Effective Date to fund future Environmental Actions and certain future oversight costs of the Governments with respect to the International Creosoting Company Superfund Site in Beaumont, Texas ("Beaumont Site"), to be deposited in the Multistate Trust Environmental Cost Account for that Site;

xxv. payment of $215,477.00 on the Effective Date to fund future Environmental Actions and certain future oversight costs of the Governments with respect to the Corpus Christi No. 1 Terminal in Corpus Christi, Texas ("Corpus Christi No. 1 Terminal"), to be deposited in the Multistate Trust Environmental Cost Account for the Terminal;

xxvi. payment of $2,537,176.00 on the Effective Date to fund future Environmental Actions and certain future oversight costs of the Governments with respect to the Texarkana Facility in Texarkana, Texas ("Texarkana Facility"), to be deposited in the Multistate Trust Environmental Cost Account for that Site; payment of $7,282.00 on the Effective Date for NRD asserted by the United States on behalf of DOI with respect to the Texarkana Facility, to be transferred pursuant to the instructions set forth in Paragraph 129 and subsequently deposited into the DOI NRDAR Fund; payment of $364,084.00 on the Effective Date for NRD asserted by the United States on behalf of DOI and the State of Texas Trustees ("Joint Texarkana NRD Claimants") with respect to the Site, to be transferred pursuant to the instructions set forth in Paragraph 129 and subsequently deposited into the DOI NRDAR Fund; and payment of $112,749.00 on the Effective Date for NRD

and past costs asserted by the State of Texas Trustees with respect to the Site, to be transferred pursuant to the instructions set forth in Subparagraph 131(l). Cash payments for NRD to the Joint Texarkana NRD Claimants shall subsequently be deposited into DOI NRDAR, Account No. 14X5198, to be jointly managed by the Joint Texarkana NRD Claimants. A separate, Site-specific numbered account for the Site has been or will be established within the DOI NRDAR Fund. The funds received shall be assigned to the Site-specific Restoration Account to allow the funds to be maintained as a segregated account within the DOI NRDAR Fund. The trustees shall use the funds in the Restoration Account, including all interest earned on such funds, for restoration activities at or in connection with the Texarkana Site as directed by the Joint Texarkana NRD Claimants, but shall not be used to conduct assessment activities;

xxvii. payment of $2,028,696.00 on the Effective Date to fund future Environmental Actions and certain future oversight costs of the Governments with respect to service stations owned by Debtors with ongoing cleanup obligations located in Alabama, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Louisiana, Mississippi, Missouri, Oklahoma, Tennessee, Texas, and Wisconsin ("Owned Service Stations), to be deposited in a single jointly managed Multistate Trust Environmental Cost Account for those Service Stations;

xxviii. payment of $315,989.00 on the Effective Date to fund future Environmental Actions of the Governments with respect to service stations not owned by Debtors with ongoing cleanup obligations located in Alabama, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Louisiana, Oklahoma, Tennessee, Texas, and Wisconsin ("Non-Owned Service Stations"), to be deposited in a single jointly managed Multistate Trust Work Account for those Service Stations;

11. Letters of Credit and Surety Bonds: On the Effective Date, Debtors shall transfer the 100% cash value of the following existing financial guarantees to the following Multistate Trust Environmental Cost or Work Accounts:

a. Debtors shall convert to cash the Encroachment Permit Bond for the City of Louisville, Department of Public Utilities and, on the Effective Date, transfer the $10,000.00 in total funds from the canceled bond to the Multistate Trust

Environmental Cost Account for Owned Service Stations, unless prior to the Effective Date, Debtors provide a no further action letter or statement that an Encroachment Permit Bond is no longer necessary, and the City of Louisville releases the bond.

b. Debtors shall convert to cash the Individual Utility Permit Bond for the Illinois Department of Transportation and, on the Effective Date, transfer the $2,000.00 in total funds from the canceled bond to the Multistate Trust Work Account for Non-Owned Service Stations.

c. Debtors shall convert to cash the Right of Way Bond for the City of Jacksonville, Department of Public Works and, on the Effective Date, transfer the $5,000.00 in total funds from the canceled bond to the Multistate Trust Environmental Cost Account for the Jacksonville Terminal Site.

d. Debtors shall convert to cash the surety bond relating to the Permit to Drill Ground Water Monitoring Wells issued by the City of Springfield, Missouri and, on the Effective Date, transfer the $19,500.00 in total funds from the cancelled surety bond to the Multistate Trust Environmental Cost Account for the Springfield Site.

e. Debtors shall transfer the $50,000.00 in total funds held by Tronox Worldwide LLC in the Sauget Site Standby Trust Fund No. 3126 (JP Morgan Bank, Account No. 380744), to the Multistate Trust Environmental Cost Account for the Sauget Site.

12. Lead Agencies

a. Within 90 days following the Effective Date in the first year and thereafter by January 1 of each year following the Effective Date, the Multistate

Trustee shall provide to the Lead Agency for each of the Multistate Trust Environmental Cost and Work Accounts, a statement showing the balance of each cost account and proposed budget for the coming year. The Lead Agency shall have the authority to approve or disapprove the proposed budget for the relevant Multistate Trust Environmental Cost or Work Account, but only after consultation with the Non-Lead Agency where the Non-Lead Agency requests such consultation (the "Non Lead Agency" will be US EPA for Sites where a State is the Lead Agency, and the State when US EPA is the Lead Agency). Further details relating to the proposal and approval of budgets for the Multistate Trust Environmental Cost Account for the Owned Service Stations may be set forth in the Multistate Trust Agreement.

b. The Multistate Trustee shall pay funds from a Multistate Trust Environmental Cost or Work Account to the Lead Agency making a written request for funds for reimbursement within 30 days following such request. Such written request shall: (i) be in accordance with the approved budget set forth in Subparagraph 12(a) above, and (ii) shall specify what the funds were used for and shall certify that they were used only for Environmental Actions performed and/or oversight costs incurred after the Effective Date by the Lead Agency with respect to that Site. With respect to any of the Multistate Trust Environmental Work Accounts, however, such funds may not include future oversight costs.

c. The Multistate Trustee shall also pay funds from a Multistate Trust Environmental Cost or Work Account to the Non-Lead Agency making a written request for funds within 30 days following such request where the Lead Agency has requested the assistance of the Non-Lead Agency with respect to that Site. Such

written request shall: (i) be in accordance with the approved budget set forth in Subparagraph 12(a) above, and (ii) shall specify what the funds were used for and shall certify that they were used only for Environmental Actions performed and/or oversight costs incurred after the Effective Date by the Non-Lead Agency with respect to that Site. With respect to any of the Multistate Trust Environmental Work Accounts, however, such funds may not include future oversight costs.

d. In the case of requests by the Lead Agency to the Multistate Trustee to use the funds from a particular Multistate Trust Environmental Cost Account or Work Account to perform Environmental Actions in accordance with the approved budget set forth in Subparagraph 12(a) above, the Multistate Trustee shall utilize the funds and interest earned thereon from that Multistate Trust Environmental Cost Account or Work Account to undertake such work promptly and in accordance with any schedule approved by the Lead Agency. The Multistate Trustee shall seek the approval of the Lead Agency of any contractor hired by the Multistate Trustee and any work plans to be undertaken by the Multistate Trust under the oversight of the Lead Agency, unless the Lead Agency has provided a written waiver of such approval or requirements. The Multistate Trustee shall require liability insurance as set forth in the Multistate Trust Agreement from each contractor hired to perform work.

e. For purposes of the Multistate Trust, the Lead Agencies for the Multistate Owned Funded Sites and the Non-Owned Service Stations are as follows:

Birmingport, AL	State of Alabama
Mobile, AL	State of Alabama
Jacksonville, FL (Kerr-McGee Chemical LLC Site)	US EPA

Jacksonville, FL (Terminal Site)	State of Florida
Soda Springs, ID	US EPA
Madison, IL	State of Illinois
Sauget, IL	State of Illinois
Indianapolis, IN	State of Indiana
Rushville, IN	Indiana Department of Environmental Management
Bossier City, LA	State of Louisiana
Calhoun, LA	State of Louisiana
Meridian, MS	US EPA
Columbus, MS	US EPA
Kansas City, MO	State of Missouri
Springfield, MO	State of Missouri
Wilmington (Navassa), NC	US EPA
Bristol Mine, NV	(see below)
Caselton Mine, NV	(see below)
Rome, NY	New York State Department of Environmental Conservation
Cleveland, OK	State of Oklahoma
Cushing, OK	State of Oklahoma
Avoca, PA	State of Pennsylvania
Beaumont, TX	State of Texas
Corpus Christi, TX (Corpus Christi Terminal No. 1)	State of Texas
Texarkana, TX	State of Texas
Owned Service Stations and Non-Owned Service Stations	The respective State in which the service station is located shall be the Lead Agency.

For the Bristol Mine Site and the Caselton Mine Site in Nevada, the Lead Agency and the Non-Lead Agency shall be one of the following three agencies: BLM, US EPA, or the Nevada Division of Environmental Protection. The United States and State of Nevada will jointly notify the Multistate Trustee, on or before the Effective Date, which agency will be Lead Agency and which agency will be Non-Lead Agency. This notification may

designate a different agency as Lead Agency or Non-Lead Agency for different portions of the Bristol Mine Site or the Caselton Mine Site.

f. The Lead Agency for a Site shall consult with the Non-Lead Agency for that Site relating to approval of the budget or requests for funding for cleanup of the Site if such consultation is requested. US EPA and the State may provide the Multistate Trustee with joint written notice that the Lead Agency for a Multistate Owned Funded Site or Non-Owned Service Station has changed.

13. Transfers of Funds From the Multistate Trust Accounts

a. At any time after the Effective Date, the United States and the State in which a Multistate Owned Site is located, after consultation with the Multistate Trustee, may jointly direct the Multistate Trustee to transfer funds from that Site's Multistate Trust Environmental Cost Account to one or more Multistate Trust Environmental Cost Accounts for other Sites located in the same State. For the purpose of Sites located in Texas, the Texas Commission on Environmental Quality ("TCEQ"), after consultation with the Multistate Trustee and US EPA, may in TCEQ's sole discretion direct the Multistate Trustee to transfer funds from one Texas Site's Multistate Trust Environmental Cost Account to one or more Multistate Trust Environmental Cost Accounts for other Texas Sites.

b. The United States and any of the States may agree in writing at any time after the Effective Date that, based on new information about the estimated cost of cleanup or the assumption of liability by a buyer or other party for one or more Multistate Owned Funded Sites in that State, the funding for one or more Multistate Owned Funded Sites is more than is projected by the Lead Agency for that

Site to be needed. In such event, the United States Department of Justice may instruct in writing after consultation with the State and the Multistate Trustee that such excess funding be transferred first, to one or more of the other Multistate Trust Environmental Cost Accounts in the same State established under this Settlement Agreement if there are remaining actions to be performed and with a need for additional trust funding, second, to one or more of the other Multistate Trust Environmental Cost Accounts in other States established under this Settlement Agreement if there are remaining actions to be performed and with a need for additional trust funding or, to the extent there are no such remaining actions, as described in clauses (ii) – (iv) in Subparagraph 13(c).

c. After the United States and a State have confirmed to the Multistate Trustee that all final actions have been completed, and all final costs have been disbursed for all Multistate Owned Funded Sites in that State, any funds remaining in the Multistate Trust Environmental Cost Accounts for all Multistate Owned Funded Sites in that State shall be transferred in the following order: (i) first, in accordance with instructions provided by the United States Department of Justice in writing after consultation with other States, to the Multistate Trust Administrative Account, or to other Multistate Trust Environmental Cost Accounts for one or more Multistate Owned Funded Sites in one or more States, if there are remaining actions to be performed and a need for additional funding; (ii) second, in accordance with instructions to be provided by the United States Department of Justice after consultation with other States, to the Multistate Trust Work Account for the Non-Owned Service Stations, the Henderson Trust Environmental Cost Account, any of the West Chicago Trust Environmental Cost or Work Accounts, the Savannah Trust Environmental Cost Account, or any of the

Cimarron Trust Environmental Cost Accounts if there are remaining Environmental Actions to be performed at the Owned Funded Sites, the Non-Owned Service Stations, the Non-Owned RAS Properties or Kress Creek and a need for additional trust funding, with the allocation among such Environmental Cost or Work Accounts to be determined by the projected shortfall of performing such remaining Environmental Actions; (iii) third, to Non-Owned Sites with a need for additional funding beyond the distributions received pursuant to Paragraph 117 and from the Anadarko Litigation Proceeds; and (iv) fourth, to the Superfund.

d. Annually, beginning with the first year after the Effective Date, the Multistate Trustee shall provide the United States and the States with an update of anticipated future Administrative Costs of the Multistate Trust. The United States Department of Justice may thereafter instruct in writing after consultation with the States and the Multistate Trustee that any conservatively projected surplus funding in the Multistate Trust Administrative Account be transferred to one or more of the other Multistate Trust Accounts established under this Settlement Agreement if there are remaining actions to be performed and with a need for additional trust funding or, to the extent there are no such remaining actions, as described in clauses (ii)-(iv) in the immediately preceding Subparagraph.

14. Notwithstanding anything to the contrary in this Settlement Agreement, Debtors' unpatented mining claims that have reverted as of the Effective Date to the United States shall be deemed relinquished by Debtors. The Multistate Trustee shall hold unpatented mining claims, mill site claims, and placer claims consistent with the 1872 Mining Law, 30 U.S.C. § 22 *et seq.*, and the Federal Land Policy

and Management Act, 43 U.S.C. § 1701 *et seq.*, or shall abandon such unpatented mining claims in accordance with applicable law. Any actions by the Multistate Trustee on property administered by any federal agency can only be taken after the written concurrence of the federal agency.

15. Debtors shall continue, at their own expense, to maintain ongoing environmental activities being performed by Debtors pursuant to injunctive, compliance, and regulatory obligations and requirements at a Multistate Owned Funded Site until the Effective Date, including, but not limited to, environmental monitoring activities; provided, however, if unanticipated environmental activities are required to be performed by Debtors prior to the Effective Date, Debtors will cooperate with the Lead Agency in determining a commercially reasonable course of action.

16. Multistate Trust Miscellaneous Provisions

a. The Multistate Trustee shall at all times seek to have the Multistate Trust treated as a "qualified settlement fund" as that term is defined in Treasury Regulation section 1.468B-1. For purposes of complying with Section 468B(g)(2) of the Internal Revenue Code of 1986, as amended, this Settlement Agreement shall constitute a Consent Decree between the parties. Approval of the Court, as a unit of the District Court, shall be sought, and the Court shall retain continuing jurisdiction over the Multistate Trust and Multistate Trust Accounts sufficient to satisfy the requirements of Treasury Regulation section 1.468B-1. The Multistate Trustee shall cause any taxes imposed on the earnings of the Multistate Trust, if any, to be paid out of such earnings and shall comply with all tax reporting and withholding requirements imposed on the Multistate Trust under applicable tax laws. The Multistate Trustee shall

be the “administrator” of the Multistate Trust pursuant to Treasury Regulation section 1.468B-2(k)(3). To the extent that the Debtors choose to make a Grantor Trust Election with respect to the Multistate Trust, the Multistate Trustee shall provide reasonable cooperation to the Debtors as needed to facilitate such election. For the avoidance of doubt, any Grantor Trust Election is for tax purposes only and shall in no way affect the substantive rights and obligations of the parties under this Settlement Agreement or the Multistate Trust Agreement.

b. The Multistate Trustee shall use the Multistate Trust Environmental Cost Account for each of the Multistate Owned Funded Sites to fund future Environmental Actions and certain future oversight costs with respect to that Owned Funded Site. The Multistate Trustee shall use the Multistate Trust Work Account for the Non-Owned Service Stations to fund future Environmental Actions with respect to Non-Owned Service Stations. The Multistate Trustee shall use the Multistate Trust Administrative Account to fund the Administrative Costs of the Multistate Trust that have been approved by the United States and States that are Lead Agencies of the Multistate Owned Funded Sites.

c. The administrative funds within the Multistate Trust Administrative Account shall be used by the Multistate Trustee for Administrative Costs. Within 90 days following the Effective Date in the first year and thereafter by January 1 of each year, the Multistate Trustee shall provide the Governments with an annual budget for administration of the Multistate Trust for review and approval or disapproval by the United States and States that are Lead Agencies.

d. In no event shall any of the Multistate Trust Parties be

held liable to any third parties for any liability, action, or inaction of any other party, including Debtors or any other Multistate Trust Party.

e. The Multistate Trustee shall implement any institutional controls or deed restrictions requested by the Governments with respect to any of the Multistate Owned Funded Sites. Additionally, the Multistate Trustee shall abide by the terms of any institutional controls or deed restrictions in place or of record as to any Multistate Owned Funded Sites.

f. In the event that the Court finds that the Multistate Trustee in any material respect, as a result of its negligence, exacerbates or aggravates hazardous conditions at any of the Multistate Owned Funded Sites, is seriously or repeatedly deficient or late in performance of the work or violates the provisions of this Settlement Agreement, the Multistate Trust Agreement or other related implementation agreements, the United States and the State in which the relevant Site is located may jointly direct that (i) the Multistate Trustee be replaced in accordance with the Multistate Trust Agreement or (ii) all remaining funds and future recoveries in the Multistate Trust be paid to US EPA or to the applicable State to be used in accordance with the terms of this Settlement Agreement.

g. The Multistate Trustee may resign from its trusteeship generally, and without cause, by giving not less than 120 days prior written notice thereof to the Court, the United States, and the States.

h. The Multistate Trust is intended to be governed by the terms of this Settlement Agreement and the Multistate Trust Agreement and shall not be

subject to any provision of the Uniform Custodial Trust Act as adopted by any state, now or in the future.

17. The Multistate Trustee shall provide the United States and the State in which the Multistate Owned Funded Site is located and their representatives and contractors access to all portions of the Multistate Owned Funded Sites that the Multistate Trust owns at all reasonable times for the purposes of conducting Environmental Actions at or near the Multistate Owned Funded Sites. The Multistate Trustee shall execute and record with the appropriate recorder's office any easements or deed restrictions requested by the Governments for restrictions on use of the Multistate Owned Funded Sites in order to protect public health, welfare or safety or the environment or ensure non-interference with or protectiveness of any action. Any existing easements or deed restrictions of record as to any Multistate Owned Funded Site prior to the Effective Date of this Settlement Agreement shall survive the Settlement Agreement.

18. The United States, the State in which the relevant Multistate Owned Funded Site is located, or a Government that is a designee thereof, may at any time propose in writing to take ownership of any of the Multistate Owned Sites or any part thereof. Any such proposed transfer and the terms thereof are subject to approval in writing by US EPA and the State (after consultation with the Multistate Trustee) in which the Multistate Owned Site is located. However, neither the United States nor any State shall be required to accept an ownership interest in remaining properties upon termination of the Multistate Trust.

19. Except for the Navassa Site and the Texarkana Site, the Multistate Trustee may, at any time, seek the approval of US EPA and the State in which the relevant Multistate Owned Site is located for the sale or lease or other disposition of all or part of a Multistate Owned Site. With respect to the Navassa Site, the Multistate Trustee shall seek the approval of US EPA, and the natural resource trustees, consisting of DOI, NOAA, and the State of North Carolina (collectively, "the Navassa Trustee Council"), concerning the sale or lease or other disposition of all or part of the Navassa Site. With respect to the Texarkana Site, the Multistate Trustee shall seek the approval of US EPA, and the natural resource trustees for the Texarkana Site, consisting of DOI and the State of Texas (collectively, the "Texarkana Trustee Council") concerning the sale or lease or other disposition of all or part of the Texarkana Site.

20. The net proceeds of any sale, lease, or disposition of all or part of a Multistate Owned Site, except as provided in Paragraph 21 below, shall be distributed as follows: (i) first, to the extent additional Environmental Actions are required with respect to that Multistate Owned Site, to that Site's Multistate Trust Environmental Cost Account, and (ii) second, 10% of the net proceeds shall be distributed to the Multistate Trust Administrative Account, and the remaining 90% shall be distributed among the Multistate Owned Funded Sites pursuant to the Anadarko Litigation allocations set forth in Paragraph 124 below, except for any Multistate Owned Funded Sites for which no further Environmental Actions are required.

21. Subject to the approval of US EPA and the State (and subject to the additional approval of the Navassa Trustee Council or the Texarkana Trustee Council, for the Navassa Site and the Texarkana Site, respectively), the Multistate Trustee may

propose a sale, lease, or disposition of a Multistate Owned Site that includes funding from, or the retention of some portion of liability by, the respective Multistate Trust Environmental Cost Account and/or the Multistate Trust Administrative Account, provided that the net effect of any proposed sale, lease or disposition is to lessen the total financial obligations and liabilities as would otherwise be incurred in the absence of any such sale, lease, or disposition. In the event of any approved sale or lease or other disposition under this Paragraph, any net proceeds from the sale or lease or other disposition shall be paid to the Multistate Trust Environmental Cost Account for that Multistate Owned Site and/or the Multistate Trust Administrative Account (subject to Subparagraphs 16(a) and (b) hereof) in a proportion approved by US EPA and the State in writing.

22. None of the Multistate Trust Parties shall be personally liable unless the Court, by a final order that is not reversed on appeal, finds that it committed fraud or willful misconduct after the Effective Date in relation to the Multistate Trustee's duties. There shall be an irrebuttable presumption that any action taken or not taken with the approval of the Court does not constitute an act of fraud or willful misconduct. Any judgment against a Multistate Trust Party and any costs of defense relating to any Multistate Trust Party shall be paid from and limited to funds from the Multistate Trust Environmental Cost Account for the relevant Site, the Multistate Trust Work Account for the Non-Owned Service Stations, or the Multistate Trust Administrative Account without the Multistate Trust Party having to first pay from its own funds for any personal liability or costs of defense <u>unless</u> a final order of the Court, that is not reversed on appeal, determines that it committed fraud or willful misconduct in relation to the Multistate

Trust Party's duties. Nothing herein shall permit any judgment against the Multistate Trust Environmental Cost Account related to a particular Multistate Site to be paid from the Multistate Trust Environmental Cost Account for another Site.

23. The Multistate Trust Parties are exculpated by all persons, including without limitation, holders of claims and other parties in interest, of and from any and all claims, causes of action and other assertions of liability arising out of the ownership of Multistate Trust Assets and the discharge of the powers and duties conferred upon the Multistate Trust and/or Trustee by this Settlement Agreement or any order of court entered pursuant to or in furtherance of this Settlement Agreement, or applicable law or otherwise. No person, including without limitation, holders of claims and other parties in interest, will be allowed to pursue any claims or cause of action against any Multistate Trust Party for any claim against Debtors, for making payments in accordance with this Settlement Agreement or any order of court, or for implementing the provisions of this Settlement Agreement or any order of court. Nothing in this Paragraph or the Settlement Agreement shall preclude the Governments from enforcing the terms of this Settlement Agreement against the Multistate Trust Parties.

24. Except as may otherwise be provided herein: (a) the Multistate Trust Parties may rely conclusively on, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties; (b) the Multistate Trust Parties may, on behalf of the Multistate Trust or on their own behalf in their capacity as Multistate Trust parties, consult with legal counsel, financial or accounting advisors and other

professionals and shall not be personally liable for any action taken or not taken in accordance with the advice thereof; and (c) persons or entities dealing with the Multistate Trust Parties shall look only to the Multistate Trust Assets that may be available to them consistent with this Settlement Agreement to satisfy any liability incurred by the Multistate Trust Parties to such person in carrying out the terms of this Settlement Agreement or any order of the Court, and the Multistate Trust Parties shall have no personal obligations to satisfy any such liability other than as provided in Paragraph 22.

25. Neither the United States, the States, nor any of Debtors nor Reorganized Tronox shall be deemed to be an owner, operator, trustee, partner, agent, shareholder, officer, or director of the Multistate Trust or the Multistate Trust Parties, or to be an owner or operator of any of the Multistate Owned Sites or any other Multistate Trust Assets on account of this Settlement Agreement or actions contemplated thereby.

26. It is the objective of the State of Alabama for the Multistate Trust to achieve a clean closure of the Mobile Site. Without limiting its authority to do otherwise, and subject to the availability of funding, the State of Alabama intends to exercise its responsibilities under this Settlement Agreement with the goal of achieving this objective.

VI. THE SAVANNAH ENVIRONMENTAL RESPONSE TRUST

27. On the Effective Date, and simultaneously with receipt of the payments to the Savannah Trust Accounts under Paragraph 38, Debtors will transfer all of their right, title, and interest in the Owned Site located in Savannah, Georgia ("Savannah Site"), the former Titanium Dioxide plants, the Savannah sulfuric acid plant ("Savannah Plant") and all equipment and operations associated with the Savannah

Sulfuric acid plant ("Savannah Acid Business"), and the Savannah gypsum operations and all associated gypsum processing equipment ("Gypsum Operations") in Savannah, Georgia (collectively, "Savannah Facility"), including, without limitation, all of their fee ownership in, all appurtenances, rights, easements, rights-of-way, mining rights (including unpatented mining claims, mill site claims, and placer claims), mineral rights, mineral claims, appurtenant groundwater rights, associated surface water rights, claims, and filings, permits, licenses, third-party warranties and guaranties for equipment or services to the extent tranferable under bankruptcy law, or other interests (including without limitation all fixtures, improvements, and equipment located thereon as of the Effective Date) related to the Savannah Facility, Savannah Working Capital, as defined in Paragraph 28 below, machinery, equipment, fixtures, furniture, computers, tools, parts, supplies, and other tangible personal property necessary to support the operation of the Savannah Facility, to an environmental response trust ("Savannah Trust"). Prior to any conveyance of the Savannah Facility to the Savannah Trust pursuant to this Settlement Agreement, the Debtors and their affiliates shall also reasonably cooperate on an orderly transition of the operations of the Savannah Facility to the Savannah Trustee. On and after the Effective Date, Debtors and Reorganized Tronox shall have no ownership or other residual interest whatsoever with respect to the Savannah Trust or the Savannah Facility. The transfer of ownership by the Debtors of any assets or other property shall be a transfer of all of the Debtors' right, title and interests therein, and the transfer (i) shall be as is and where is, with no warranties of any nature; (ii) shall be free and clear of all claims, liens and interests against the Debtors, including liens for the payments of monetary claims, such as property taxes, or other monetary claims asserted or that could

have been asserted in the bankruptcy proceeding, but, subject to the terms of this Paragraph, shall remain subject to any existing in rem claims that do not secure payment of monetary claims (such as easements or deed restrictions); (iii) shall be subject to any rights of United States or the State of Georgia under this Settlement Agreement; and (iv) shall be accomplished by quitclaim deed, in a form substantially similar to the quitclaim deed attached as Attachment C to this Settlement Agreement, and/or personal property bill of sale without warranty, with all such conveyance documents to be agreed to in form by the Debtors and the trustee of the Savannah Trust ("Savannah Trustee"), provided that in no event shall the conveyance include any warranty by the grantor by virtue of the grant document or statutory or common law or otherwise. Debtors and Reorganized Tronox hereby disclaim any and all express or implied representations or warranties, including any representations or warranties of any kind or nature, express or implied, as to the condition, value or quality of such assets or other property, and specifically disclaim any representation or warranty of merchantability, usage, suitability or fitness for any particular purpose with respect to such assets or other property, any part thereof, the workmanship thereof, and the absence of any defects therein, whether latent or patent, it being understood that such assets are being acquired "as is, where is," and in their condition of the Effective Date. Debtors and Reorganized Tronox, as applicable, will reasonably cooperate with the United States, the State of Georgia, and the Savannah Trustee to deliver to the title company (which will cause to be recorded in the appropriate real property records) the transfer documents as soon as reasonably practicable, but not to exceed 30 days after the Effective Date. Debtors shall pay the recording costs and transfer fees to the title company relating to the title transfers. Debtors shall pay to the

applicable tax authorities on or prior to the Effective Date all real and personal property taxes relating to the Savannah Facility due on or before the Effective Date. Debtors and the Savannah Trust shall prorate the real and personal property taxes accruing to or becoming a lien on the Savannah Facility during the calendar year through the Effective Date, and Debtors shall have paid to the Savannah Trust their pro-rata share of such real and personal property taxes as of the Effective Date. If the actual bills for such real and personal property taxes have not been issued, then such proration shall be based on an amount equal to such real and personal property taxes for the prior year or tax period, which shall constitute a final proration and not be subject to further adjustment. As of the Effective Date, the Savannah Trust shall be responsible for paying all real and personal property taxes first coming due following the Effective Date relating to the Savannah Facility. Debtors shall execute, or cause to be executed, and record, if necessary, all necessary releases of any liens or security interests held by any Debtor against the Savannah Facility. After Debtors execute this Settlement Agreement, Debtors shall not further encumber the Savannah Facility or their other interests therein and shall maintain such properties in a commercially reasonable manner, in accordance with Debtors' current practices, including the improvements thereon and the fixtures thereto that are related to ongoing remediation activities in the condition that they exist as of the date of such execution, except for ordinary wear and tear, casualty and condemnation, and except to the extent that ongoing environmental activities require otherwise.

28. Savannah Working Capital. The Savannah Working Capital to be transferred to the Savannah Trust on the Effective Date shall mean all accounts

receivable, inventory, accounts payable, and other current liabilities as of the Effective Date of the Savannah Acid Business and Gypsum Operations.

a. In the event that, as of the Effective Date, the accounts receivable and inventory of the Savannah Acid Business fail to exceed the current liabilities of the Savannah Acid Business by $2,000,000.00, the Debtors shall make a payment to the Savannah Trust in the amount of the difference, which payment shall not be subject to repayment.

b. Debtors shall prepare and deliver to the Savannah Trustee a statement setting forth Debtors' Savannah Working Capital as of the Effective Date ("Savannah Working Capital Statement"). The Savannah Working Capital Statement shall be subject to the review of the Savannah Trustee, and the Savannah Trustee may in good faith dispute any items set forth on the Savannah Working Capital Statement (or specific calculations or methods contemplated thereby). If the Savannah Trustee in good faith disputes the Savannah Working Capital amount, then the Savannah Trustee and Debtors shall reasonably cooperate and negotiate in good faith to resolve any dispute.

c. In addition to the Savannah Working Capital and the payment (if any) referred to in Subparagraph 28(a), Reorganized Tronox shall also provide the Savannah Trust (or such Savannah Trust-Owned Entity as may operate the Savannah Acid Business) a $500,000.00 line of credit available as of the Effective Date. Debtors, Reorganized Tronox, and the Savannah Trust shall enter into an agreement ("Line of Credit Agreement") reflecting this line of credit on or before the Effective Date, which agreement must be acceptable in form and substance to the United States, the State of Georgia and Reorganized Tronox. The material terms of the Line of Credit Agreement

shall be the following: The Savannah Trust or Savannah Trust-Owned Entity, with the consent of the United States and the State of Georgia, may draw upon this line of credit without need to consult with, or obtain consent from, Reorganized Tronox or any other party but must provide reasonable advanced written notice. The line of credit will be secured by $500,000.00 of accounts receivable of the Savannah Acid Business and will carry no interest unless required by law to create such line. In such an event, the lowest interest rate required by law will be used. The maximum draw on the line of credit ("Maximum Draw") shall be reduced as follows: (i) on the Effective Date, $500,000.00; (ii) one month after the Effective Date, $450,000.00; (iii) two months after the Effective Date, $250,000.00; (iv) three months after the Effective Date: $125,000.00; (v) four months after the effective date and thereafter: $0. Reorganized Tronox's security interest in the accounts receivable shall be reduced to the greater of the amount of the Maximum Draw or the amount due and payable at any point in time. The outstanding draw on the line of credit in excess of the Maximum Draw on any given date shall be immediately due and payable. If the Savannah Trust defaults on this obligation, a reasonable rate of interest (to be agreed in the Line of Credit Agreement) on the amount in excess of the Maximum Draw running from the date of such default shall be added to the amount due. Reorganized Tronox, the Savannah Trust and any other parties to the Line of Credit Agreement reserve the right to enforce the terms of the Line of Credit Agreement.

d. During the six months beginning on the Effective Date, the Savannah Trustee may, with the consent of the United States and the State of Georgia, make one or more transfers of up to a total of $2,000,000.00 from the Savannah Trust Administrative Account to serve as start-up working capital for the Savannah Acid

Business and/or Gypsum Operations. The Savannah Trustee shall only transfer such funds to the extent that it concludes (a) the Savannah Working Capital and the funds available under the Line of Credit Agreement are insufficient to operate the Savannah Acid Business and/or Gypsum Operations; (b) such transfer is necessary to allow for the ongoing operations of the Savannah Acid Business and/or the Gypsum Operations; and (c) such transfer is in the best interests of the long-term remediation of the Savannah Facility. Unless the United States and the State of Georgia otherwise agree, the Savannah Trust shall return such funds to the Savannah Trust Administrative Account from positive cash flows (in addition to cash necessarily retained for future operations) generated from the Savannah Acid Business and/or Gypsum Operations no later than a date six months after the last transfer authorized by the first sentence of this subparagraph (the "Repayment Date"). To the extent such cash flows are insufficient to allow the Savannah Trust to return the entire amount of such funds by the Repayment Date, the funds shall be returned to the extent that cash flows allow by the Repayment Date and the remainder of such funds shall be returned as soon thereafter as additional cash flows become available.

29. Savannah Plant Operations: In furtherance of the purposes of the Savannah Trust, the Savannah Trustee shall determine whether the creation of a limited liability company or similar entity in which the Savannah Trust is at least an 80% owner ("Savannah Trust-Owned Entity") is necessary to safeguard the Savannah Trust Accounts and the Savannah Trust Assets other than the Savannah Acid Business. If created, the Savannah Trust-Owned Entity shall own and/or operate, as appropriate, the Savannah Acid Business for the benefit of the Savannah Trust in the Trust's performance of required Environmental Actions at the Savannah Facility. Any liabilities of the Savannah

Trust-Owned Entity shall be satisfied only by assets of the Savannah Trust-Owned Entity, and creditors of the Savannah Trust-Owned Entity shall look only to the assets of the Savannah Trust-Owned Entity for satisfaction of any liabilities thereof. For avoidance of doubt, under no circumstances may any creditor of the Savannah Trust-Owned Entity look to the Savannah Trust Administrative Account or Savannah Trust Environmental Cost Account for satisfaction of any liabilities of the Savannah Trust-Owned Entity.

a. The Savannah Trustee shall transfer the positive cash flow of the Savannah Acid Business, net of the costs of the Savannah Acid Business (including reasonable payments to any contract operator of the Savannah Plant or pro rata sharing of profits with any equity investor in the Savannah Trust-Owned Entity, as applicable), and net of cash necessarily retained for future operations, to the Savannah Trust Accounts to fund the performance of required Environmental Actions at the Savannah Facility, with such funds to be allocated between the Savannah Trust Environmental Cost Account and the Savannah Trust Administrative Account in a proportion to be approved in writing by the Lead and Non-Lead Agencies.

b. The Savannah Trustee shall enter into an operating agreement ("Savannah Operating Agreement") that shall govern any operations of the Savannah Plant and the Savannah Acid Business. The Savannah Operating Agreement shall be subject to the approval of the Lead and the Non-Lead Agencies. The Savannah Operating Agreement shall provide that any operator of the Savannah Plant, including each of its members, shareholders, and any contract operator of the Savannah Plant, shall:

i. Exercise due care at the Savannah Facility with respect to preexisting contamination by preventing or limiting

human exposure to the preexisting contamination, provided that the parties to the Settlement Agreement agree that the exercise of due care shall not include any Environmental Action required to remediate the preexisting contamination; and

ii. Comply with all applicable federal, state, and local laws and regulations, including, but not limited to, financial assurance requirements, with respect to its operations at the Savannah Plant after the Effective Date.

c. Nothing herein shall require the Savannah Trust-Owned Entity, or its members, shareholders, or any contract operator to take or assume any liability for any Environmental Action with respect to the remediation of any preexisting contamination. Notwithstanding the foregoing, nothing herein shall affect any obligation or liability the Savannah Trust-Owned Entity, its members, shareholders, or any contract operator may have by law or agreement with respect to (i) any new contamination resulting from Savannah Acid Business after the Effective Date; or (ii) any exacerbation of preexisting contamination, to the extent of exacerbation only. Additionally, in the event that new contamination from the Savannah Acid Business or its exacerbation of preexisting contamination cannot be distinguished from preexisting contamination or commingles with preexisting contamination to create an indivisible harm, then nothing herein shall affect any obligation or liability the Savannah Trust-Owned Entity, its members, shareholders, or any contract operator may have for Environmental Actions required to remediate such indistinguishable contamination or indivisible harm.

d. The protections from liability provided by this Settlement Agreement to the Savannah Trust-Owned Entity and its members, shareholders, or any entity contracting with the Savannah Trust-Owned Entity to operate the Savannah Plant shall not apply to any act, omission, condition, status, or potential liability relating to the Savannah Site arising or occurring after any sale or transfer of the Savannah Plant

ownership or operation to any entity that is not a Savannah Trust-Owned Entity. In the event that, by virtue of a reduction of the Savannah Trust's ownership interest in an entity, an entity that once qualified as a Savannah Trust-Owned Entity ceases thereafter to so qualify, such protections from liability shall not apply to any act, omission, condition, status, or potential liability relating to the Savannah Site arising or occurring after the date when the entity ceases to qualify as a Savannah Trust-Owned Entity.

30. At any time prior to or as of the Effective Date, with the joint consent of the United States and the State of Georgia, the Debtors may sell some or all of the Savannah Facility, including but not limited to the Savannah Acid Business or Gypsum Operations, to a third party in connection with the Plan of Reorganization ("Savannah Sale"). In the event that any such Savannah Sale involves a transfer of less than the Savannah Trust's entire interest in the Savannah Acid Business, the proceeds of the sale shall be added to the Savannah Trust Environmental Cost Account or the Savannah Trust Administrative Account, in a proportion to be agreed by the United States and the State of Georgia. In the event that any such Savannah Sale involves a transfer of the Savannah Trust's entire interest in the Savannah Acid Business, the United States, the State of Georgia, and Debtors shall jointly move the Court to amend this Settlement Agreement to do the following:

a. Create a Savannah Trust Environmental Cost Account within the Multistate Trust;

b. Re-allocate all funds currently allocated to the Savannah Trust Environmental Cost Account and Savannah Trust Administrative Account to the new Multistate Trust Savannah Environmental Cost Account and the Multistate Trust

Administrative Account, in a proportion to be agreed by the United States and the State of Georgia;

c. Allocate all proceeds of the Savannah Sale to the new Multistate Trust Savannah Environmental Cost Account and the Multistate Trust Administrative Account, in a proportion to be agreed by the United States and the State of Georgia; and

d. Make such other conforming changes as the United States and the State of Georgia jointly believe necessary to transfer all functions of the Savannah Trust to the Multistate Trust and to eliminate the Savannah Trust.

31. Savannah Consent Decree: With respect to the Consent Decree for the Savannah Facility between the United States and Tronox Pigments (Savannah) Inc., *United States v. Tronox Pigments (Savannah) Inc.*, No. CV 408-259 (S.D. Ga.) ("Savannah Consent Decree"), the United States and Tronox Pigments (Savannah) Inc. will file papers with the District Court for the Southern District of Georgia ("Georgia Federal Court") to substitute the Savannah Trust for Tronox Pigments (Savannah) Inc. as a party to the Savannah Consent Decree after the Effective Date for all purposes, except for the following limitations:

a. Notwithstanding any contrary provision in the Savannah Consent Decree, the Savannah Trust shall have no obligation under the Savannah Consent Decree in excess of the assets in the Savannah Trust Environmental Cost Account.

b. Notwithstanding any contrary provision in the Savannah Consent Decree, the Savannah Trust shall not be liable for any penalties provided for in the Savannah Consent Decree.

c. Notwithstanding the provisions of this Subparagraph, it shall be a purpose of the Savannah Trust to comply fully with all applicable provisions of the Savannah Consent Decree to the extent funding permits. Notwithstanding any contrary provision in the Savannah Consent Decree, it shall not be deemed a violation of the Savannah Consent Decree for the Savannah Trust to fail to expend funds on a lower priority project (as described in the following sentence), when that failure is reasonable in light of a higher priority project. Highest priority projects are those relating to Site maintenance, including well abandonment, plant ditch system, Deptford Tract, and berm and stormwater maintenance; second priority projects are those related to completion of the Clean Water Act remediation described in Paragraphs 43 to 45 and Appendix B of the Savannah Consent Decree; third priority projects are those related to the RCRA corrective action measures described in Paragraphs 36 to 42 of the Savannah Consent Decree; fourth priority projects are all other projects. Nothing in this Subparagraph shall affect the budget process described in Paragraph 39 below, or be construed as a limitation on the Savannah Trust's ability to propose, and the Lead Agency's ability to approve, a budget containing terms inconsistent with the priorities listed above; provided, however, that the protection from a finding of violation of the Savannah Consent Decree contained in this Subparagraph applies only under the circumstances described in the second and third sentences of this Subparagraph.

d. Notwithstanding any contrary provision in the Savannah Consent Decree, the Savannah Trust need not comply with Paragraphs 22 to 35 of the Savannah Consent Decree, relating to the CAA, except insofar as the Savannah Trust should resume operations of a titanium dioxide plant at the Savannah Site.

e. Notwithstanding any contrary provision in the Savannah Consent Decree, the Savannah Trust need not comply with Paragraph 40 of the Savannah Consent Decree, regarding financial assurance.

32. The United States, the State of Georgia, the Savannah Trustee, Debtors, and Reorganized Tronox agree that the request for substitution of the Savannah Trustee as party to the Savannah Consent Decree subject to the limitations described in Subparagraphs 31(a)-(e) is authorized by Paragraphs 6, 7, 21, and 82 of the Savannah Consent Decree, without the need for further modification of that decree. To the extent that further modification of the Savannah Consent Decree nonetheless proves necessary to effect this substitution, and the limitations thereto, the United States and the Savannah Trustee (and, if necessary under the circumstances, Debtors and Reorganized Tronox), after conferring with the State of Georgia, agree to submit an appropriate request for modification to the Georgia Federal Court to Paragraph and Subparagraphs 31(a)-(e). Further, if it appears that other modifications to the Savannah Consent Decree may be necessary or appropriate in light of the purpose and funding of the Savannah Trust, the United States, the State of Georgia, and the Savannah Trustee agree (and, if necessary under the circumstances, Debtors and Reorganized Tronox) to negotiate in good faith concerning the terms of any such modifications and the United States and the Savannah

Trust (and, if necessary under the circumstances, Debtors and Reorganized Tronox) agree to seek any agreed modifications from the Georgia Federal Court.

33. Notwithstanding the substitution of the Savannah Trust for Tronox Pigments (Savannah) Inc., Tronox Pigments (Savannah) Inc. and its successors shall be bound by any releases or covenants not to sue contained in the Savannah Consent Decree.

34. The purpose of the Savannah Trust shall be to: (i) own the Savannah Facility; (ii) carry out administrative and property management functions related to the Savannah Facility; (iii) manage and/or fund implementation of future Environmental Actions approved by the Lead Agency with respect to the Savannah Facility; (iv) to act as a substituted party under the Savannah Consent Decree, as set forth in Paragraph 31 above; (v) fulfill other obligations as set forth in this Settlement Agreement; (vi) pay certain future oversight costs; (vii) to operate and/or liquidate the Savannah Acid Business and Gypsum Operations so as to make available to the Savannah Trust Accounts the maximum funding possible (provided that the Savannah Trustee may retain sufficient cash in the Savannah Acid Business and Gypsum Operations to ensure the continued viability of future operations); and (viii) ultimately sell, transfer, or otherwise dispose or facilitate the reuse of all or part of the Savannah Trust Assets, if possible, all as provided herein. The sale, lease or other disposition of some or all of the Savannah Trust Assets by the Savannah Trust, and the creation of any Savannah Trust-Owned Entity, shall be permitted only with the approval of the Lead and Non-Lead Agencies. The Savannah Trust shall be funded as specified in Paragraph 38 herein.

35. The Savannah Trust by and through its Savannah Trustee not individually but solely in its representative capacity, Debtors, and the Lead Agency for the Savannah Facility shall exchange information and reasonably cooperate to determine the appropriate disposition of any executory contracts or unexpired leases that relate to the relevant Site; provided, however, that the Savannah Trust shall not be required to take assignment of any executory contract or unexpired lease without the consent of the Savannah Trustee. Debtors shall cooperate with the Savannah Trust with the prompt and orderly delivery of all executory contracts and unexpired leases and take such action with respect to such contracts and leases as the Lead Agency and the Savannah Trust may reasonably request.

36. Greenfield Environmental Savannah Trust, LLC, not individually but solely in its representative capacity as Savannah Trustee, is appointed as the Savannah Trustee to administer the Savannah Trust and the Savannah Trust Accounts, in accordance with this Settlement Agreement and an Environmental Response Trust Agreement ("Savannah Trust Agreement") materially consistent with the Settlement Agreement to be separately executed by parties.

37. Debtors and Reorganized Tronox shall provide to the Savannah Trustee Environmental Information and Real Property Information in accordance with Section XIX below.

38. <u>Savannah Trust Accounts</u>

a. The Savannah Trustee shall create a segregated Savannah Trust account ("Savannah Trust Environmental Cost Account") within the Savannah Trust for the Savannah Facility. The purpose of the Savannah Trust Environmental Cost

Account shall be to provide funding for future Environmental Actions and certain future oversight costs of the Governments included in the approved budget set forth in Subparagraph 39(b) below with respect to the Savannah Facility. Funding from the Savannah Trust Environmental Cost Account may not be used for any other Owned Site or Non-Owned Site, except as otherwise expressly provided by and in accordance with Subparagraph 40(a) below. The payments set forth in this Subparagraph shall for purposes of the Bankruptcy Cases be accorded the status of expenses of administration.

b. The Savannah Trustee shall also create a segregated administrative account ("Savannah Trust Administrative Account") to fund the payment of real estate taxes, income taxes (to the extent applicable), insurance, and other Administrative Costs.

c. Assets of the Savannah Trust Environmental Cost Account and Savannah Trust Administrative Account (collectively, the "Savannah Trust Accounts") shall be held in trust solely for the purposes provided in this Settlement Agreement. The United States and the State of Georgia shall be the sole beneficiaries of the Savannah Trust and the Savannah Trust Accounts. Neither Debtors nor Reorganized Tronox shall have any rights or interest to the Savannah Trust Assets, or to any funds remaining in any of the Savannah Trust Accounts upon the completion of any and all final actions and disbursement of any and all final costs with respect to the Savannah Facility.

d. All interest, dividends and other revenue earned in a Savannah Trust Account shall be retained in the respective Savannah Trust Account and used only for the same purposes as the principal in that account as provided in this

Settlement Agreement, subject to any reallocation approved by the United States and the State of Georgia in accordance with the terms of this Settlement Agreement.

e. In settlement and full satisfaction of all claims of the United States on behalf of the US EPA and the State of Georgia against Debtors and Reorganized Tronox with respect to any and all costs of response incurred, or to be incurred, and any and all penalties incurred in connection with the Savannah Facility (including but not limited to the liabilities and other obligations asserted in the United States' and the State of Georgia's Proofs of Claim relating to the Savannah Facility), the Savannah Trust shall receive allocations of specified percentages of the Anadarko Litigation as set forth in Subparagraph 124(d) below, and Debtors shall make payments on the Effective Date as set forth in Subparagraphs 38(e)(i)-(iv) below:

i. payment of $4,182,664.00 on the Effective Date to fund the Savannah Trust Administrative Account;

ii. payment of $2,924,691.00 on the Effective Date to fund future Environmental Actions and certain future oversight costs of GA EPD and US EPA with respect to the Savannah Facility, to be deposited in the Savannah Trust Environmental Cost Account.

iii. payment of $6,320.00 on the Effective Date in full settlement and satisfaction of the penalty claims of the United States on behalf of US EPA with respect to the Site, to be transferred pursuant to instructions set forth in Paragraph 129 below.

iv. payment of $632.00 on the Effective Date in full settlement and satisfaction of the past cost claims of the State of Georgia with respect to the Site, to be transferred pursuant to instructions set forth in Subparagraph 131(b) below.

39. Lead Agency

a. For purposes of this Settlement Agreement, the Lead Agency with respect to the Savannah Facility is the Georgia Department of Natural Resources, Environmental Protection Division ("GA EPD"). The Non-Lead Agency with respect to the Savannah Facility shall be US EPA. GA EPD and US EPA may provide the Savannah Trustee with joint written notice that the Lead Agency for the Savannah Facility has changed.

b. Within 90 days following the Effective Date in the first year and thereafter by January 1 of each year following the Effective Date, the Savannah Trustee shall provide to the Lead Agency for the Savannah Facility, a statement showing the balance of the Savannah Trust Environmental Cost Account and proposed budget for the coming year. The Lead Agency shall have the authority to approve or disapprove the proposed budget for the Savannah Trust Environmental Cost Account, but only after consultation with the Non-Lead Agency where the Non-Lead Agency requests such consultation.

c. The Savannah Trustee shall pay funds from the Savannah Trust Environmental Cost Account to the Lead Agency making a written request for funds for reimbursement within 30 days following such request. Such written request shall: (i) be in accordance with the approved budget set forth in Subparagraph 39(b) above, and (ii) shall specify what the funds were used for and shall certify that they were used only for Environmental Actions performed and/or oversight costs incurred after the Effective Date by the Lead Agency with respect to the Savannah Facility.

d. The Savannah Trustee shall also pay funds from the Savannah Trust Environmental Cost Account to the Non-Lead Agency making a written request for funds within 30 days following such request where the Lead Agency has requested the assistance of the Non-Lead Agency with respect to the Savannah Facility. Such written request shall: (i) be in accordance with the approved budget set forth in Subparagraph 39(b) above, and (ii) shall specify what the funds were used for and shall certify that they were used only for Environmental Actions performed and/or oversight costs incurred after the Effective Date by the Non-Lead Agency with respect to the Savannah Facility.

e. In the case of requests by the Lead Agency to the Savannah Trustee to use the funds from the Savannah Trust Environmental Cost Account to perform Environmental Actions in accordance with the approved budget set forth in Subparagraph 39(b) above, the Savannah Trustee shall utilize the funds and interest earned thereon from that Savannah Trust Environmental Cost Account to undertake such work promptly and in accordance with any schedule approved by the Lead Agency. The Savannah Trustee shall seek the approval of the Lead Agency of any contractor hired by the Savannah Trustee and any work plans to be undertaken by the Savannah Trust under the oversight of the Lead Agency, unless the Lead Agency has provided a written waiver of such approval or requirements. The Savannah Trustee shall require liability insurance as set forth in the Savannah Trust Agreement from each contractor hired to perform work.

40. Transfers of Funds from the Savannah Trust Accounts

a. After the United States and the State of Georgia have confirmed to the Savannah Trustee that all final actions have been completed, and all final costs have been disbursed for the Savannah Facility, any funds remaining in the Savannah Environmental Cost Account shall be transferred in the following order: (i) first, in accordance with instructions to be provided by the United States Department of Justice and the relevant States, to the Henderson Trust Environmental Cost Account, any of the Cimarron Trust Environmental Cost Accounts, any of the West Chicago Trust Environmental Cost or Work Accounts, or any of the Multistate Trust Environmental Cost or Work Accounts if there are remaining Environmental Actions to be performed at the Owned Funded Sites, the Non-Owned Service Stations, the Non-Owned RAS Properties or Kress Creek, and a need for additional trust funding, with the allocation among such Environmental Cost or Work Accounts to be determined by the projected shortfall of performing such remaining Environmental Actions; (ii) second, to Non-Owned Sites with a need for additional funding beyond the distributions received pursuant to Paragraph 117 and from the Anadarko Litigation Proceeds; and (iii) third, to the Superfund.

b. Annually, beginning with the first year after the Effective Date, the Savannah Trustee shall provide the United States and the State of Georgia with an update of anticipated future Administrative Costs of the Savannah Trust. The United States Department of Justice may thereafter instruct in writing after consultation with the State of Georgia and the Savannah Trustee that any conservatively projected surplus funding in the Savannah Trust Administrative Account be transferred to the Savannah

Trust Environmental Cost Account established under this Settlement Agreement if there are remaining actions to be performed and with a need for additional trust funding or, to the extent there are no such remaining actions, as described in clauses (i)-(iii) in the immediately preceding Subparagraph. The Lead Agency and the Non-Lead Agency may also instruct in writing after consultation with the Savannah Trustee that, if there is an anticipated shortfall in the Savannah Trust Administrative Account based on anticipated future Administrative Costs of the Savannah Trust, funds from the Savannah Trust Environmental Cost Account may be transferred to the Savannah Trust Administrative Account.

41. Debtors shall continue, at their own expense, to maintain the Savannah Acid Business and Gypsum Operations, and ongoing environmental activities being performed by Debtors pursuant to injunctive, compliance, and regulatory obligations and requirements at the Savannah Facility until the Effective Date, including, but not limited to, environmental monitoring activities; provided, however, if unanticipated environmental activities are required to be performed by Debtors prior to the Effective Date, Debtors will cooperate with the Lead Agency in determining a commercially reasonable course of action.

42. Savannah Trust Miscellaneous Provisions

a. The Savannah Trustee shall at all times seek to have the Savannah Trust treated as a "qualified settlement fund" as that term is defined in Treasury Regulation section 1.468B-1. For purposes of complying with Section 468B(g)(2) of the Internal Revenue Code of 1986, as amended, this Settlement Agreement shall constitute a Consent Decree between the parties. Approval of the Court,

as a unit of the District Court, shall be sought, and the Court shall retain continuing jurisdiction over the Savannah Trust and Savannah Trust Accounts sufficient to satisfy the requirements of Treasury Regulation section 1.468B-1. The Savannah Trustee shall cause any taxes imposed on the earnings of the Savannah Trust, if any, to be paid out of such earnings and shall comply with all tax reporting and withholding requirements imposed on the Savannah Trust under applicable tax laws. The Savannah Trustee shall be the "administrator" of the Savannah Trust pursuant to Treasury Regulation section 1.468B-2(k)(3). To the extent that the Debtors choose to make a Grantor Trust Election with respect to the Savannah Trust, the Savannah Trustee shall provide reasonable cooperation to the Debtors as needed to facilitate such election. For the avoidance of doubt, any such Grantor Trust Election is for tax purposes only and shall in no way affect the substantive rights and obligations of the parties under this Settlement Agreement or the Savannah Trust Agreement.

b. The Savannah Trustee shall use the Savannah Trust Environmental Cost Account to fund future Environmental Actions and certain future oversight costs with respect to the Savannah Facility. The Savannah Trustee shall use the Savannah Trust Administrative Account to fund the Administrative Costs of the Savannah Trust that have been approved by the United States and the Lead Agency of the Savannah Facility.

c. The administrative funds within the Savannah Trust Administrative Account shall be used by the Savannah Trustee for Administrative Costs. Within 90 days following the Effective Date in the first year and thereafter by January 1 of each year, the Savannah Trustee shall provide GA EPD and US EPA with an annual

budget for administration of the Savannah Trust for review and approval or disapproval by the United States and the Lead Agency.

d. In no event shall any of the Savannah Trust Parties be held liable to any third parties for any liability, action, or inaction of any other party, including Debtors or any other Savannah Trust Party.

e. The Savannah Trustee shall implement any institutional controls or deed restrictions requested by GA EPD and US EPA with respect to any portion of the Savannah Facility. Additionally, the Savannah Trustee shall abide by the terms of any institutional controls or deed restrictions in place or of record as to the Savannah Facility.

f. In the event that the Court finds that the Savannah Trustee in any material respect, as a result of its negligence, exacerbates or aggravates hazardous conditions at the Savannah Facility, is seriously or repeatedly deficient or late in performance of the work or violates the provisions of this Settlement Agreement, the Savannah Trust Agreement or other related implementation agreements, the United States and the State of Georgia may jointly direct that: (i) the Savannah Trustee be replaced in accordance with the Savannah Trust Agreement or (ii) all remaining funds and future recoveries in the Savannah Trust be paid to US EPA or to GA EPD to be used in accordance with the terms of this Settlement Agreement.

g. The Savannah Trustee may resign from its trusteeship generally, and without cause, by giving not less than 120 days prior written notice thereof to the Court, the United States, and the State of Georgia.

h. The Savannah Trust is intended to be governed by the terms of this Settlement Agreement and the Savannah Trust Agreement and shall not be subject to any provision of the Uniform Custodial Trust Act as adopted by any state, now or in the future.

43. The Savannah Trustee shall provide the United States and the State of Georgia and their representatives and contractors access to all portions of the Savannah Facility that the Savannah Trust owns at all reasonable times for the purposes of conducting Environmental Actions at or near the Savannah Facility. The Savannah Trustee shall execute and record with the appropriate recorder's office any easements or deed restrictions requested by the United States or the State of Georgia for restrictions on use of the Savannah Facility in order to protect public health, welfare or safety or the environment or ensure non-interference with or protectiveness of any action. Any existing easements or deed restrictions of record as to the Savannah Facility prior to the Effective Date of this Settlement Agreement shall survive the Settlement Agreement.

44. The United States or the State of Georgia may at any time propose in writing to take ownership of the Savannah Facility or any part thereof. Any such proposed transfer and the terms thereof are subject to approval in writing by US EPA and the GA EPD after consultation with the Savannah Trustee. However, neither the United States nor the State of Georgia shall be required to accept an ownership interest in the Savannah Facility or any part thereof upon termination of the Savannah Trust.

45. Subject to the approval of US EPA and GA EPD, to the extent otherwise consistent with this Agreement, the Savannah Trustee may propose a sale, lease, or disposition of the Savannah Facility that includes funding from, or the retention

of some portion of liability by, the Savannah Trust Environmental Cost Account, provided that the net effect of any proposed sale, lease or disposition is to lessen the total financial obligations and liabilities as would otherwise be incurred in the absence of any such sale, lease, or disposition. Any lease shall contain customary provisions relating to indemnity by a tenant with respect to the operation of the tenant at the leased property following the Effective Date. In the event of any approved sale or lease or other disposition under this Paragraph, any net proceeds from the sale or lease or other disposition shall be paid to the Savannah Trust Environmental Cost Account and/or the Savannah Trust Administrative Account in a proportion approved by US EPA and GA EPD in writing.

46. None of the Savannah Trust Parties shall be personally liable unless the Court, by a final order that is not reversed on appeal, finds that it committed fraud or willful misconduct after the Effective Date in relation to the Savannah Trustee's duties. There shall be an irrebuttable presumption that any action taken or not taken with the approval of the Court does not constitute an act of fraud or willful misconduct. Any judgment against a Savannah Trust Party and any costs of defense relating to any Savannah Trust Party shall be paid from the Savannah Trust Environmental Cost Account, or the Savannah Trust Administrative Account without the Savannah Trust Party having to first pay from its own funds for any personal liability or costs of defense <u>unless</u> a final order of the Court that is not reversed on appeal, determines that it committed fraud or willful misconduct in relation to the Savannah Trust Party's duties. However, any judgment shall be limited to funds in the Savannah Trust Environmental Cost Account or the Savannah Trust Administrative Account.

47. The Savannah Trust Parties are exculpated by all persons, including without limitation, holders of claims and other parties in interest, of and from any and all claims, causes of action and other assertions of liability arising out of the ownership of Savannah Trust Assets and the discharge of the powers and duties conferred upon the Savannah Trust and/or Trustee by this Settlement Agreement or any order of court entered pursuant to or in furtherance of this Settlement Agreement, or applicable law or otherwise. No person, including without limitation, holders of claims and other parties in interest, will be allowed to pursue any claims or cause of action against any Savannah Trust Party for any claim against Debtors, for making payments in accordance with this Settlement Agreement or any order of court, or for implementing the provisions of this Settlement Agreement or any order of court. Nothing in this Paragraph or the Settlement Agreement shall preclude the United States or the State of Georgia from enforcing the terms of this Settlement Agreement against the Savannah Trust Parties.

48. Except as may otherwise be provided herein: (a) the Savannah Trust Parties may rely conclusively on, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties; (b) the Savannah Trust Parties may, on behalf of the Savannah Trust or on their own behalf in their capacity as Savannah Trust Parties, consult with legal counsel, financial or accounting advisors and other professionals and shall not be personally liable for any action taken or not taken in accordance with the advice thereof; and (c) persons and entities dealing with the Savannah Trust Parties shall look only to the Savannah Trust Assets that may be

available to them consistent with this Settlement Agreement to satisfy any liability incurred by the Savannah Trust Parties to such person in carrying out the terms of this Settlement Agreement or any order of the Court, and the Savannah Trust Parties shall have no personal obligations to satisfy any such liability other than as provided in Paragraph 46.

49. Neither the United States, the State of Georgia, nor any of Debtors or Reorganized Tronox shall be deemed to be an owner, operator, trustee, partner, agent, shareholder, officer, or director of the Savannah Trust or the Savannah Trust Parties, or to be an owner or operator of the Savannah Facility or any other Savannah Trust Assets on account of this Settlement Agreement or actions contemplated thereby.

VII. THE CIMARRON ENVIRONMENTAL RESPONSE TRUST

50. On the Effective Date, and simultaneously with receipt of the payments to the Cimarron Trust Environmental Cost Accounts under Paragraph 55, the creation of a standby trust fund for the benefit of NRC ("Cimarron Standby Trust Fund") and the transfer of the funds from the Irrevocable Standby Letter of Credit ("Cimarron LOC") to the Cimarron Standby Trust Fund under Subparagraph 55(e), Debtors will transfer all of their right, title, and interest in and to, including, without limitation, all of their fee ownership in, all appurtenances, rights, easements, rights-of-way, mining rights (including unpatented mining claims, mill site claims, and placer claims), mineral rights, mineral claims, appurtenant groundwater rights, associated surface water rights, claims, and filings, permits, licenses, third-party warranties and guaranties for equipment or services to the extent transferable under bankruptcy law, or other interests (including without limitation all fixtures, improvements, and equipment located thereon as of the

Effective Date) related to the Owned Site located in Cimarron, Oklahoma ("Cimarron Site") to an environmental response trust ("Cimarron Trust"). On and after the Effective Date, Debtors and Reorganized Tronox shall have no ownership or other residual interest whatsoever with respect to the Cimarron Trust, the Cimarron Standby Trust Fund or the Cimarron Site. The transfer of ownership by the Debtors of any such assets or other property shall be a transfer of all of the Debtors' right, title and interests therein, and the transfer (i) shall be as is and where is, with no warranties of any nature; (ii) shall be free and clear of all claims, liens and interests against the Debtors, including liens for the payments of monetary claims, such as property taxes, or other monetary claims asserted or that could have been asserted in the bankruptcy proceeding, but shall remain subject to any existing in rem claims that do not secure payment of monetary claims (such as easements or deed restrictions); (iii) shall be subject to any rights of the United States and the State of Oklahoma under this Settlement Agreement; and (iv) shall be accomplished by quitclaim deed, in a form substantially similar to the quitclaim deed attached as Attachment C to this Settlement Agreement, and/or personal property bill of sale without warranty, with all such conveyance documents to be agreed to in form by the Debtors and the trustee of the Cimarron Trust ("Cimarron Trustee"), provided that in no event shall the conveyance include any warranty by the grantor by virtue of the grant document or statutory or common law or otherwise. Debtors and Reorganized Tronox hereby disclaim any and all express or implied representations or warranties, including any representations or warranties of any kind or nature, express or implied, as to the condition, value or quality of such assets or other property, and specifically disclaim any representation or warranty of merchantability, usage, suitability or fitness for any

particular purpose with respect to such assets or other property, any part thereof, the workmanship thereof, and the absence of any defects therein, whether latent or patent, it being understood that such assets are being acquired "as is, where is," and in their condition as of the Effective Date. Debtors and Reorganized Tronox, as applicable, will reasonably cooperate with the United States (including NRC), the State of Oklahoma, and the Cimarron Trustee to deliver to the title company (which will record or cause to be recorded in the appropriate real property records) the transfer documents as soon as reasonably practicable, but not to exceed 30 days after the Effective Date. Debtors shall pay the recording costs to the title company related to the title transfers. Debtors shall pay to the applicable tax authorities on or prior to the Effective Date all real property taxes relating to the Cimarron Site due on or before the Effective Date. Debtors and the Cimarron Trust shall prorate the real property taxes accruing to or becoming a lien on the Cimarron Site during the calendar year of the Effective Date, and Debtors shall have paid to the Cimarron Trust their pro-rata share of such real property taxes as of the Effective Date. If the actual bills for such real property taxes have not been issued, then such proration shall be based on an amount equal to such real property taxes for the prior year or tax period, which shall constitute a final proration and not be subject to further adjustment. As of the Effective Date, the Cimarron Trust shall be responsible for paying all real property taxes first coming due following the Effective Date relating to the Cimarron Site. Debtors shall execute, or cause to be executed, and record, if necessary, all necessary releases of any liens or security interests held by any Debtors against the Cimarron Site. After Debtors execute this Settlement Agreement, Debtors shall not further encumber the Cimarron Site or their other interests therein and shall maintain the

property in a commercially reasonable manner, in accordance with Debtor's current practices, including the improvements thereon and the fixtures thereto that are related to ongoing remediation activities in the condition that they exist as of the date of such execution, except for ordinary wear and tear, casualty and condemnation, and except to the extent that ongoing environmental activities require otherwise.

51. License Order

a. On or before the Effective Date, with the approval of NRC and in accordance with the Atomic Energy Act, and applicable regulations in 10 C.F.R. Part 70, the Radioactive Materials License SNM-928 held by Cimarron Corporation (the "Cimarron License") shall either: (i) be transferred to the Cimarron Trust; (ii) be transferred to the Cimarron Trustee identified in Paragraph 53; or (iii) be transferred to a person or entity retained by the Cimarron Trustee and approved by NRC to hold the Cimarron License ("Cimarron Licensee"), pursuant to an Order Transferring License ("License Order") issued by the NRC.

b. The Cimarron Licensee shall be bound by the requirements of the Cimarron License and applicable regulations, and any future amendments to or transfers of the Cimarron License must be made in accordance with applicable federal law and regulations. Within 120 days after the transfer of the NRC license, the Cimarron Trustee shall submit for approval to the Deputy Director, Decommissioning & Uranium Recovery Licensing Directorate, Division of Waste Management and Environmental Protection, Office of Federal and State Materials and Environmental Management Programs, and to the Land Protection Division, Oklahoma Department of Environmental Quality, an evaluation of potential alternative groundwater

remediation technologies. The evaluation shall include conceptual technical, total cost, cash flow, and schedule information for each approach. The Cimarron Trustee shall meet with representatives from both agencies within 60 days following submittal of the evaluation to discuss the approaches and obtain regulatory agency concurrence on a groundwater remediation approach. Within 120 days following NRC and ODEQ concurrence, the Cimarron Trustee shall submit to the same parties a groundwater remediation plan leading to termination of the license and release of the Cimarron Site for unrestricted use. The groundwater remediation plan shall include a detailed schedule for all remediation activities and a cost estimate for each action.

c. Upon NRC and ODEQ approval of the remediation plan, the Cimarron Trustee shall commence remediation of the Site pursuant to the terms and conditions of the approved groundwater remediation plan and the Cimarron License.

d. The Cimarron Trustee shall notify and request relief from the Deputy Director, Decommissioning & Uranium Recovery Licensing Directorate, Division of Waste Management and Environmental Protection, Office of Federal and State Materials and Environmental Management Programs, if the Trustee believes it should be relieved of any requirements in the Cimarron License because the Trustee believes that these requirements are impracticable given the parameters of the Cimarron Trust Agreement or that they have either been satisfactorily completed or are unnecessary. The Cimarron Trustee will continue to comply with all requirements in the Cimarron License pending NRC review and determination of the Cimarron Trustee's request for relief from specified requirements.

e. Upon completion of the groundwater remediation and in conformance with the requirements in 10 C.F.R. Part 70 and the conditions set forth in the Cimarron License, the Cimarron Trustee shall demonstrate that the Site meets the criteria for unrestricted release.

52. The purpose of the Cimarron Trust shall be to: (i) act as successor to Debtors solely for the purpose of performing, managing, and funding implementation of all decommissioning and/or Site control and maintenance activities pursuant to the terms and conditions of the Cimarron License and an NRC-approved decommissioning plan, and all Environmental Actions required under federal or state law; (ii) own the Cimarron Site; (iii) carry out administrative functions related to the performance of work by or on behalf of the Cimarron Site; (iv) fulfill other obligations as set forth in this Settlement Agreement; (v) pay certain regulatory fees and oversight costs; and (vi) ultimately sell, transfer or otherwise dispose or facilitate the reuse of all or part of the Cimarron Trust Assets, if possible, all as provided herein with no objective or authority to engage in any trade or business. The sale, lease or other disposition of some or all of the Cimarron Trust Assets by the Cimarron Trust shall not be deemed an engagement in any trade or business. The Cimarron Trust by and through its Cimarron Trustee not individually but solely in its representative capacity, Debtors, and the Lead Agencies for the Cimarron Site shall exchange information and reasonably cooperate to determine the appropriate disposition of any executory contracts or unexpired leases that relate to the Cimarron Site. The Cimarron Trust shall be funded as specified in Paragraph 55 herein.

53. Environmental Properties Management, LLC, not individually but solely in its representative capacity as Cimarron Trustee, is appointed as the Cimarron

Trustee to administer the Cimarron Trust and the Cimarron Trust Accounts, in accordance with this Settlement Agreement and a Cimarron Environmental Response Trust Agreement ("Cimarron Trust Agreement") materially consistent with the Settlement Agreement to be separately executed by the parties.

54. Debtors and Reorganized Tronox shall provide to the Cimarron Trustee Environmental Information and Real Property Information in accordance with Section XIX below.

55. <u>The Cimarron Trust Accounts</u>

a. The Cimarron Trustee shall create segregated Cimarron Trust accounts ("Cimarron Trust Environmental Cost Accounts") and a segregated Cimarron Standby Trust Fund within the Cimarron Trust. The purpose of the Cimarron Trust Environmental Cost Accounts and the Standby Trust Fund shall be to provide funding for future decommissioning activities, Environmental Actions and certain future regulatory fees and oversight costs of NRC and the State of Oklahoma with respect to the Cimarron Site.

b. The Cimarron Trustee shall also create a segregated Cimarron Trust administrative account ("Cimarron Trust Administrative Account") to fund the payment of real estate taxes, insurance, and other Administrative Costs.

c. Assets of the Cimarron Trust Environmental Cost Accounts, the Cimarron Standby Trust Fund and the Cimarron Trust Administrative Account (collectively, the "Cimarron Trust Accounts") shall be held in trust solely for the purposes provided in this Settlement Agreement. NRC, the State of Oklahoma and US EPA shall be the sole beneficiaries of the Cimarron Trust Accounts, except for the

Cimarron Standby Trust Fund, to which NRC only shall be the sole beneficiary. Neither Debtors nor Reorganized Tronox shall have any rights or interest to the Cimarron Trust Assets, including but not limited to any funds remaining in any of the Cimarron Trust Accounts upon the completion of any and all final actions and disbursement of any and all final costs with respect to the Cimarron Site.

d. All interest, dividends and other revenue earned in a Cimarron Trust Account shall be retained in the respective Cimarron Trust Account and used only for the same purposes as the principal in that account as provided in this Settlement Agreement, subject to any reallocation approved by NRC and the State of Oklahoma, after consultation with US EPA, in accordance with the terms of this Settlement Agreement.

e. In settlement of claims of the United States and the State of Oklahoma against Debtors and Reorganized Tronox with respect to any and all costs of decommissioning incurred or to be incurred, and any and all costs of response incurred and to be incurred in connection with the Cimarron Site (including but not limited to the liabilities and other obligations asserted in the United States' and Oklahoma's Proofs of Claim relating to the Cimarron Site), the United States and the State of Oklahoma [or the Cimarron Trustee (as described below)] shall receive allocations to the Cimarron Site of specified percentages of the Anadarko Litigation Proceeds as set forth in Subparagraph 124(v). Debtors shall also make the following payments and, as described more fully in Subparagraphs 55(e)(i)-(iv) herein and Debtors shall effectuate the transfer of the funds from the Cimarron LOC on the Effective Date as follows.

i. On the Effective Date, Debtors shall make payment of $1,303,889.00 to fund the Cimarron Trust Administrative Account;

ii. On the Effective Date, Debtors shall cancel the Cimarron LOC and remit the funds from the Cimarron LOC to the Cimarron Standby Trust Fund already in existence, or to a new Cimarron Standby Trust Fund that may be established by the Cimarron Trustee in accordance with applicable NRC regulations. Furthermore:

a. The Standby Trustee for the Cimarron Standby Trust Fund shall make payments from the Cimarron Standby Trust Fund to the Cimarron Trustee pursuant to the terms and conditions set forth in the Standby Trust Agreement;

b. The Standby Trustee for the Cimarron Standby Trust Fund is authorized, in consultation with the Cimarron Trustee and the approval of NRC, to transfer from time to time any or all of the assets of the Cimarron Standby Trust Fund to any of the Cimarron Trust Accounts in this Paragraph 55.

iii. On the Effective Date, Debtors shall make payment of $6,588,381.00 to fund future decommissioning costs and future regulatory fees of NRC with respect to the Cimarron Site, to be deposited in a Cimarron Trust Environmental Cost Account for Federal activities ("Cimarron Trust Federal Environmental Cost Account"). Funding for the Cimarron Trust Federal Environmental Cost Account shall be held in trust for future decommissioning costs and future regulatory fees of NRC with respect to the Cimarron Site and may not be used for another Site except as otherwise expressly provided by and in accordance with Paragraph 57.

iv. On the Effective Date, Debtors shall make payment of $746,114.00 to fund future Environmental Actions and certain future oversight costs of the State of Oklahoma with respect to the Cimarron Site, to be deposited in a Cimarron Trust Environmental Cost Account for State activities ("Cimarron Trust State Environmental Cost Account"). Funding for the Cimarron Trust State Environmental Cost Account shall be held in trust for Environmental Actions with respect to the Cimarron Site and may not be used for another Site except as otherwise expressly provided by and in accordance with Paragraph 57.

56. Cimarron Lead Agencies:

a. For purposes of this Settlement Agreement, there shall be two Lead Agencies with respect to the Cimarron Site. The first Lead Agency is the NRC with respect to the Cimarron Trust Federal Environmental Cost Account and decommissioning and/or Site control and maintenance activities pursuant to the terms and conditions of the Cimarron License. The second Lead Agency for the Cimarron Site is the Oklahoma Department of Environmental Quality with respect to the Cimarron Trust State Environmental Cost Account and Environmental Actions other than those related to decommissioning, the Cimarron License, or the NRC, and the Non-Lead Agency shall be US EPA for the matters as to which the Oklahoma Department of Environmental Quality is Lead Agency. NRC, the State of Oklahoma, and US EPA may provide the Cimarron Trustee with joint written notice that a Lead Agency for the Cimarron Site has changed.

b. Within 60 days following the Effective Date in the first year and thereafter by January 1 of each year following the Effective Date, the Cimarron Trustee shall provide to the Lead Agency for each of the Cimarron Trust Environmental Cost Accounts, a statement showing the balance of each cost account and proposed budget for the coming year. The Lead Agency shall have the authority to approve or disapprove the proposed budget for the relevant Cimarron Trust Environmental Cost Account after consultation with the Non-Lead Agency, if such consultation is requested by the Non-Lead Agency. To the extent any proposed decommissioning or Environmental Actions in the proposed budget entail overlapping work that qualifies for disbursements from both the Cimarron Trust Federal Environmental Cost Account and the Cimarron Trust State Environmental Cost Account, the Lead Agencies and the

Cimarron Trustee shall determine an equitable allocation between both Environmental Cost Accounts for such proposed work.

c. The Cimarron Trustee shall also notify the Deputy Director, Decommissioning & Uranium Recovery Licensing Directorate, Division of Waste Management and Environmental Protection, Office of Federal and State Materials and Environmental Management Programs, and the Regional Administrator, NRC Region IV, NRC Region IV, 611 Ryan Plaza Drive, Suite 400, Arlington, TX 76011-8064, by certified registered mail, no later than 180 days prior to the anticipated date, that all contractual and other projected obligations will have exhausted 25%, 50%, and 75% of the Cimarron Federal Environmental Cost Account;

i. Upon notification that 75% of the Cimarron Federal Environmental Cost Account has been exhausted, the Cimarron Trustee shall cease remediation work and commence passive maintenance and monitoring only of the Site in order to provide for the protection of the public health and safety using the remaining funds in the Cimarron Trust Federal Environmental Cost Account to fund monitoring and maintenance until further order of the NRC; provided however, that no more than 5% of the remaining funds available in the Cimarron Trust Federal Environmental Cost Account shall be spent in any six-month period without NRC approval.

ii. The assets of the Cimarron Standby Trust shall not be accessed by the Cimarron Trustee until further order of NRC.

d. The Cimarron Trustee shall pay funds from a Cimarron Trust Environmental Cost Account to the Lead Agency for a Cost Account making a written request for funds for reimbursement within 30 days following such request. Such written request shall: (i) be in accordance with the approved budget set forth in Subparagraph 56(b) above, and (ii) shall specify what the funds were used for and shall

certify that they were used only for future decommissioning activities, Environmental Actions, and future regulatory fees or oversight costs with respect to the Cimarron Site.

e. The Cimarron Trustee shall also pay funds from the Cimarron Trust Environmental Cost Account to the Non-Lead Agency making a written request for funds within 30 days following such request where the Lead Agency has requested the assistance of the Non-Lead Agency with respect to the Cimarron Site. . Such written request shall: (i) be in accordance with the approved budget set forth in Subparagraph 56(b) above, and (ii) shall specify what the funds were used for and shall certify that they were used only for Environmental Actions performed and/or oversight costs incurred after the Effective Date by the Non-Lead Agency with respect to the Cimarron Site.

f. In the case of requests by the Lead Agency for a Cimarron Trust Environmental Cost Account to the Cimarron Trustee to use the funds from a particular Cimarron Trust Environmental Cost Account to perform decommissioning activities or Environmental Actions, the Cimarron Trustee shall utilize the funds and interest earned thereon from that Cimarron Trust Environmental Cost Account to undertake such work promptly and in accordance with any schedule approved by the Lead Agency pursuant to Subparagraph 56(b) above. The Cimarron Trustee shall seek the approval of the appropriate Lead Agency of any contractor hired by the Cimarron Trustee and any work plans to be undertaken by the Cimarron Trust under the oversight of the appropriate Lead Agency, unless the Lead Agency has provided a written waiver of such approval or requirements. Except for architectural services and engineering services, the Trustee shall use competitive bidding to select the most suitable

contractor for any work on matters to which the Cimarron Trust Federal Environmental Cost Account or the Cimarron Standby Trust Fund applies, and that is not carried out by the Trustee. The Trustee shall be responsible for the review and selection of any contractors sought to perform work, however, the Trustee shall provide NRC with its intended selection at least 30 days before the contract is awarded, and NRC may object or otherwise deny the award of any contract for any reasonable reason. The Cimarron Trustee shall require liability insurance as set forth in the Cimarron Trust Agreement from each contractor hired to perform work.

57. Transfers of Funds from the Cimarron Trust Accounts

a. NRC and the State of Oklahoma may agree in writing at any time after one year from the Effective Date that, based on new information about the estimated cost of cleanup or the assumption of liability by a buyer or other party for the Cimarron Site, the funding in a Cimarron Trust Environmental Cost Account is more than is projected by one or both Lead Agencies to be needed. Upon such an agreement, NRC and the State of Oklahoma may instruct the Cimarron Trustee to transfer funds to one or more of the other Cimarron Trust Environmental Cost Accounts if there are remaining actions to be performed and a need for additional trust funding.

b. After NRC and the State of Oklahoma have confirmed to the Cimarron Trustee that all final actions have been completed and all final costs have been disbursed with respect to either the Cimarron Trust Federal Environmental Cost Account or the Cimarron Trust State Environmental Cost Account, any funds remaining in that account shall be transferred in the following order: (i) first, in accordance with instructions provided by NRC and the State of Oklahoma, to any of the other Cimarron

Trust Environmental Cost Accounts established under this Settlement Agreement if there are remaining actions to be performed and a need for additional trust funding; (ii) second, in accordance with instructions to be provided by the United States Department of Justice after consultation with the States, to any of the Multistate Environmental Cost or Work Accounts, the Henderson Trust Environmental Cost Account, any of the West Chicago Trust Environmental Cost or Work Accounts, or the Savannah Trust Environmental Cost Account, if there are remaining Environmental Actions to be performed at the Owned Funded Sites, the Non-Owned Service Stations, the Non-Owned RAS Properties, or Kress Creek and a need for additional trust funding, with the allocation among such Environmental Cost Accounts to be determined by the projected shortfall of performing such remaining Environmental Actions; (iii) third, to Non-Owned Sites with a need for additional funding beyond the distributions received pursuant to Paragraph 117 and from the Anadarko Litigation Proceeds; and (iv) fourth, to the Superfund.

c. Annually, beginning with the first year after the Effective Date, the Cimarron Trustee shall provide NRC and the State of Oklahoma with an update of anticipated future Administrative Costs of the Cimarron Trust. NRC and the State of Oklahoma may instruct the Cimarron Trustee in writing that any conservatively projected surplus funding in the Cimarron Trust Administrative Account be transferred to one or more of the other Cimarron Trust Accounts established under this Settlement Agreement for the Cimarron Site if there are remaining actions to be performed and with a need for additional trust funding or, to the extent there are no such remaining actions, as described in clauses (ii)-(iv) in the immediately preceding Subparagraph. If there is an anticipated shortfall in the Cimarron Trust Administrative Account based on anticipated future

Administrative Costs of the Cimarron Trust, funds in either of the Cimarron Trust Environmental Cost Accounts may be transferred to the Cimarron Trust Administrative Account, upon the joint direction of the Lead Agency and the Non-Lead Agency, if applicable, for the respective Environmental Cost Account.

d. Debtors shall continue, at their own expense, the operations of ongoing decommissioning and Environmental Actions being performed by Debtors pursuant to injunctive, compliance, and regulatory obligations and requirements at the Cimarron Site until the payments and transfers required by Paragraph 55 of this Settlement Agreement are made, including, but not limited to, environmental monitoring activities; provided, however, if unanticipated environmental activities are required to be performed by Debtors prior to the Effective Date, Debtors will cooperate with the Lead Agency in determining a commercially reasonable course of action.

58. Cimarron Trust Miscellaneous Provisions

a. The Cimarron Trustee shall at all times seek to have the Cimarron Trust treated as a "qualified settlement fund" as that term is defined in Treasury Regulation section 1.468B-1. For purposes of complying with Section 468B(g)(2) of the Internal Revenue Code of 1986, as amended, this Settlement Agreement shall constitute a Consent Decree between the parties. Approval of the Court, as a unit of the District Court, shall be sought, and the Court shall retain continuing jurisdiction over the Cimarron Trust and Cimarron Trust Accounts sufficient to satisfy the requirements of Treasury Regulation section 1.468B-1. The Cimarron Trustee shall cause any taxes imposed on the earnings of the Cimarron Trust to be paid out of such earnings and shall comply with all tax reporting and withholding requirements imposed on the Cimarron

Trust under applicable tax laws. The Cimarron Trustee shall be the "administrator" of the Cimarron Trust pursuant to Treasury Regulation section 1.468B-2(k)(3). To the extent that the Debtors choose to make a Grantor Trust Election with respect to the Cimarron Trust, the Cimarron Trustee shall provide reasonable cooperation to the Debtors as needed to facilitate such election. For the avoidance of doubt, any such Grantor Trust Election is for tax purposes only and shall in no way affect the substantive rights and obligations of the parties under this Settlement Agreement or the Cimarron Trust Agreement.

b. The Cimarron Trustee shall use the Cimarron Standby Trust and the Cimarron Trust Federal Environmental Cost Account to fund future decommissioning costs pursuant to the Atomic Energy Act of 1954 and NRC regulations with respect to the Cimarron Site.

c. The Cimarron Trustee shall use the Cimarron Trust State Environmental Cost Account to fund Environmental Actions other than those related to decommissioning, the Cimarron License, or the NRC.

d. The Cimarron Trustee shall use the Cimarron Trust Administrative Account to fund the Administrative Costs of the Cimarron Trust that have been approved by the United States and the State of Oklahoma.

e. The administrative funds within the Cimarron Trust Administrative Account shall be used by the Cimarron Trustee for Administrative Costs. Within 60 days following the Effective Date in the first year and thereafter by January 1 of each year, the Cimarron Trustee shall provide NRC and the State of Oklahoma with an annual budget for administration of the Cimarron Trust for review and approval or

disapproval by NRC and the State of Oklahoma.

f. In no event shall any of the Cimarron Trust Parties be held liable to any third parties for any liability, action, or inaction of any other party, including Debtors or any other Cimarron Trust Party.

g. The Cimarron Trustee shall implement any institutional controls or deed restrictions requested by the United States, NRC (with respect to decommissioning and termination of the Cimarron License) and the State of Oklahoma with respect to the Cimarron Site. Additionally, the Cimarron Trustee shall abide by the terms of any institutional controls or deed restrictions in place or of record as to Cimarron Site.

h. In the event the Court finds that the Cimarron Trustee in any material respect, as a result of negligence, exacerbates hazardous conditions at the Cimarron Site, is seriously or repeatedly deficient or late in performance of the work or violates the provisions of this Settlement Agreement, the Cimarron Trust Agreement or other related implementation agreements, NRC and the State of Oklahoma may jointly direct that: (i) the Cimarron Trustee be replaced in accordance with the Cimarron Trust Agreement; or (ii) that all remaining funds and future recoveries in the Cimarron Trust be paid to NRC or to the State of Oklahoma to be used in accordance with the terms of this Settlement Agreement. Replacement of the Cimarron Trustee under this Paragraph does not affect the liability provisions in Paragraph 63 below.

i. In the absence of a Court finding that the Cimarron Trustee in any material respect, as a result of negligence, exacerbates hazardous conditions at the Cimarron Site, is seriously or repeatedly deficient or late in performance

of the work or violates the provisions of this Settlement Agreement, the Cimarron Trust Agreement or other related implementation agreements, three years after the Effective Date, and every three years thereafter, NRC and the State of Oklahoma may jointly direct that the Cimarron Trustee be replaced, provided that any replacement Trustee agrees to assume all the obligations of the Cimarron Trustee under this Settlement Agreement and the Cimarron Trust Agreement. The Cimarron Trustee may resign from its trusteeship generally and without cause giving not less than 120 days prior written notice thereof to the Court, the United States (including NRC), and the State of Oklahoma, provided however, that in the event a suitable replacement is not found and approved by the NRC and the State of Oklahoma within 120 days after such written notice is provided, the Cimarron Trustee's resignation shall not become effective and the Cimarron Trustee shall continue to function in its capacity as Trustee until a suitable replacement is found and approved by the NRC and the State of Oklahoma.

j. The Cimarron Trust is intended to be governed by the terms of this Settlement Agreement and the Cimarron Trust Agreement and shall not be subject to any provision of the Uniform Custodial Trust Act as adopted by any state, now or in the future.

59. The Cimarron Trustee shall provide NRC, the State of Oklahoma, and their representatives and contractors access to all portions of the Cimarron Site at all reasonable times for the purposes of conducting decommissioning activities and Environmental Actions at or near the Cimarron Site. The Cimarron Trustee shall also cooperate with the NRC, its representatives and contractors in NRC's Site inspections. The Cimarron Trustee shall execute and record with the appropriate recorder's office any

easements or deed restrictions requested by NRC and the State of Oklahoma for restrictions on use of the Cimarron Site in order to protect public health, welfare or safety or the environment or ensure non-interference with or protectiveness of any action. Any existing easements or deed restrictions of record as to the Cimarron Site prior to the Effective Date of this Settlement Agreement shall survive the Settlement Agreement.

60. The United States (including NRC) may at any time propose in writing to take ownership of the Cimarron Site or any part thereof. Any such proposed transfer and the terms thereof are subject to approval in writing by the United States, NRC (with respect to the Cimarron License), and the State of Oklahoma (after consultation with the Cimarron Trustee). However, neither the United States (including NRC) nor the State of Oklahoma shall be required to accept an ownership interest in remaining properties upon termination of the Cimarron Trust.

61. The Cimarron Trustee may, at any time, seek the approval of the United States, NRC (with respect to the Cimarron License), and the State of Oklahoma for the sale or lease or other disposition of all or part of the Cimarron Site.

62. Subject to the approval of NRC and the State of Oklahoma, the Cimarron Trustee may propose a sale, lease, or disposition of the Cimarron Site that includes funding from, or the retention of some portion of liability by, the respective Cimarron Trust Environmental Cost Account and/or the Cimarron Trust Administrative Account, provided that the net effect of any proposed sale, lease or disposition is to lessen the total financial obligations and liabilities as would otherwise be incurred in the absence of any such sale, lease, or disposition. In the event of any approved sale or lease or other disposition under this Paragraph, any net proceeds from the sale or lease or other

disposition shall be paid to the Cimarron Trust Environmental Cost Accounts for the Cimarron Site and/or the Cimarron Trust Administrative Account in a proportion approved by NRC and the State of Oklahoma in writing.

63. None of the Cimarron Trust Parties shall be personally liable unless the Court, by a final order that is not reversed on appeal, finds that it committed acts that were grossly negligent, and/or committed fraud or willful misconduct after the Effective Date in relation to the Cimarron Trustee's duties. There shall be an irrebuttable presumption that any action taken or not taken with the approval of the Court does not constitute gross negligence, or an act of fraud or willful misconduct. Any judgment against a Cimarron Trust Party and any costs of defense relating to any Cimarron Trust Party shall be paid from the relevant Cimarron Trust Environmental Cost Account or the Cimarron Trust Administrative Account without the Cimarron Trust Party having to first pay from its own funds for any personal liability or costs of defense, unless a final order of the Court, that is not reversed on appeal, determines that it committed acts that were grossly negligent, and/or committed fraud or willful misconduct in relation to the Cimarron Trust Party's duties. However, any payment shall be limited to funds in the relevant Cimarron Trust Environmental Cost Accounts or the Cimarron Trust Administrative Account.

64. The Cimarron Trust Parties are exculpated by all persons, including without limitation, holders of claims and other parties in interest, of and from any and all claims, causes of action and other assertions of liability arising out of the ownership of Cimarron Trust Assets and the discharge of the powers and duties conferred upon the Cimarron Trust and/or Trustee by this Settlement Agreement or any order of

court entered pursuant to or in furtherance of this Settlement Agreement, or applicable law or otherwise. No person, including without limitation, holders of claims and other parties in interest, will be allowed to pursue any claims or cause of action against any Cimarron Trust Party for any claim against Debtors, for making payments in accordance with this Settlement Agreement or any order of court, or for implementing the provisions of this Settlement Agreement or any order of court. Nothing in this Paragraph or the Settlement Agreement shall preclude the United States or the State of Oklahoma from enforcing the terms of this Settlement Agreement against the Cimarron Trust Parties.

65. Except as may otherwise be provided herein: (a) the Cimarron Trust Parties may rely on, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties; (b) the Cimarron Trust Parties may consult with legal counsel, financial or accounting advisors and other professionals and shall not be personally liable for any action taken or not taken in accordance with the advice thereof; and (c) persons and entities dealing with the Cimarron Trust Parties shall look only to the Cimarron Trust Assets that may be available to them consistent with this Settlement Agreement to satisfy any liability incurred by the Cimarron Trust Parties to such person in carrying out the terms of this Settlement Agreement or any order of the Court, and the Cimarron Trust Parties shall have no personal obligations to satisfy any such liability other than as provided in Paragraph 63.

66. Neither the United States, the State of Oklahoma, nor any of Debtors or Reorganized Tronox shall be deemed to be an owner, operator, trustee,

partner, agent, shareholder, officer, or director of the Cimarron Trust or the Cimarron Trust Parties, or to be an owner or operator of the Cimarron Site simply on account of this Settlement Agreement or actions contemplated thereby.

VIII. THE HENDERSON ENVIRONMENTAL RESPONSE TRUST

67.

a. On the Effective Date, and simultaneously with receipt of the payments to the Henderson Trust Accounts under Paragraph 80, Debtors will transfer (and execute all necessary documents in connection therewith) to the Henderson Environmental Response Trust (the "Henderson Trust") by quitclaim deed (the "Henderson Deed") (provided such form of deed is expressly approved by the Bankruptcy Court in its Confirmation Order, or otherwise by such form of deed as the Henderson Trust's title insurer, Chicago Title Insurance Company ("Title Insurer"), shall approve and insure) and other appropriate instruments all of their right, title, and interest in and to, including, without limitation, all of their fee ownership in that certain real property (the "Henderson Property") comprising all of the real property currently owned by Debtors and located in Clark County, Nevada (including, without limitation, the tax assessor parcels described in Attachment D annexed hereto and the real property described by the legal description set forth in Attachment E annexed hereto), together with all appurtenances, rights, easements, rights-of-way, mining rights (including unpatented mining claims, mill site claims, and placer claims), mineral rights, mineral claims, appurtenant groundwater rights, associated surface water rights, claims, filings and permits (to the extent applicable to the Henderson Trust as owner of the Henderson Property), licenses, third-party warranties and guaranties for equipment or services to the

extent transferable under bankruptcy law and that are not related to the Henderson Business, or other interests (including without limitation all fixtures, improvements, and equipment located thereon as of the Effective Date) owned by Debtors and related to the Henderson Property, including without limitation, all development rights, with the exception of: any machinery, equipment, fixtures, furniture, computers, tools, parts, supplies, and other tangible personal property, filings, permits, licenses, warranties, guaranties, or other interests used or held for use in connection with the operation of the Henderson Business, and located in or on the Henderson Leased Facility (as hereinafter defined). Also on the Effective Date, Debtors will transfer or assign to the Henderson Trust, or its nominee, all of their right, title, and interest to all personal property, equipment, fixtures, easements, contracts or other rights necessary for the continued operation of the chromium- and perchlorate-related groundwater intercept and treatment systems and all other on-going environmental contamination investigation, treatment or remediation systems or programs at or associated with the Henderson Property.

b. On and after the Effective Date, Debtors and Reorganized Tronox shall have no ownership or other residual interest whatsoever with respect to the Henderson Trust or Henderson Property, but as of the Effective Date, Reorganized Tronox, as Tronox LLC (Tronox LLC and any approved assigns to the leasehold interest shall be collectively referred to as "Tenant"), shall have all rights and obligations as Tenant as set forth in the Henderson Facility Lease (as hereinafter defined). To the extent owned by Debtors, the transfers of the Henderson Property shall include any land lying in bed or any street, road or avenue opened or proposed, public or private, in front of or adjoining the portions of the Henderson Property along with (x) any award made or to be

made in lieu thereof, (y) any unpaid award for damage to the Henderson Property by reason of change of grade of any street, and (z) any strips and gores adjoining the adjacent property. As soon as reasonably practicable, and in any event within 10 business days after the execution of this Settlement Agreement, Debtors shall deliver any "as-built" plans and specifications for the Henderson Leased Facility and any improvements on the Henderson Property that are within Debtors' possession, custody or control.

c. The transfer of ownership of the Henderson Property shall be (i) "as is" and "where is" with no warranties of any nature; (ii) free and clear of all claims, liens, encumbrances and interests against the Debtors, including mechanics' liens and other liens for the payments of monetary claims, such as real property taxes (except statutory liens for real property taxes that are not yet due and payable), or other monetary claims asserted or that could have been asserted in the bankruptcy proceeding, but shall remain subject to any existing in rem claims that do not secure payment of monetary claims (such as easements or deed restrictions); (iii) free and clear of all leases and tenancies, other than the Henderson Facility Lease, and the two unrecorded leases (the "Existing Leases") described in Attachment F annexed hereto, which Existing Leases shall not be assigned to or assumed by the Henderson Trust, but will continue as subleases between Tenant and the tenants under the Existing Leases subject and subordinate to the Henderson Facility Lease (and unless an order of the Bankruptcy Court specifically acknowledges that there are no leases affecting the Henderson Property other than the Existing Leases, any other leases having been rejected, then on the Effective Date the Debtors shall provide the Henderson Trust with an affidavit to the effect that

there are no leases affecting the Henderson Property other than the Existing Leases); (iv) subject to any rights of the United States and the State of Nevada under this Settlement Agreement; and (v) accomplished by the Henderson Deed, and personal property bill of sale without warranty, with all such conveyance documents to be agreed to in form by the Debtors and the trustee of the Henderson Trust ("Henderson Trustee").

d. The Henderson Trustee, the Debtors and the Lead Agency shall exchange information and reasonably cooperate to determine the appropriate disposition of any executory contracts that relate to the Henderson Property, provided however, that Henderson Trust shall not be required to take assignment of any executory contract without the consent of the Henderson Trustee. Debtors shall cooperate with the Henderson Trustee to effect the prompt and orderly delivery of all executory contracts and take such action with respect to such contracts and leases as the Henderson Trustee may request before the Effective Date. The Henderson Trust shall not be required to pay any cure costs.

e. Debtors will cooperate with the State of Nevada, the United States and the Henderson Trustee to deliver the Henderson Deed to the Title Insurer prior to the Effective Date (which Title Insurer will record or cause to be recorded in the appropriate real property records the Henderson Deed as soon as reasonably practicable, but not to exceed 30 days after the Effective Date), together with all affidavits of title and all other documents necessary, if any, for the Henderson Trust's Title Insurer to insure title (including, without limitation, gap insurance and insurance against mechanics liens) to the Henderson Property free and clear of all liens and encumbrances except as otherwise provided herein. In the event the Henderson Deed is

not recorded by the Title Insurer on the Effective Date, Reorganized Tronox will cooperate with the State of Nevada, the United States, the Henderson Trustee and the Title Insurer to cause to be recorded in the appropriate real property records the Henderson Deed as soon as reasonably practicable, but not to exceed 30 days after the Effective Date. Notwithstanding the foregoing sentence, none of Debtors' or Reorganized Tronox's obligations nor its cooperation with the Henderson Trust or its Title Insurer (as the case may be) shall in any way be construed to impose a duty on Debtors or Reorganized Tronox to provide title insurance to the Henderson Trust for the Henderson Property and the issuance of a title insurance policy for the Henderson Property to the Henderson Trust shall not be deemed a condition precedent to the transfer of the Henderson Property to the Henderson Trust pursuant to this Settlement Agreement and the Henderson Deed.

f. As soon as reasonably practicable after the Effective Date, to the extent a separate parcel assessment for the Henderson Leased Facility has not already been obtained, Tenant shall use best efforts to obtain from the taxing authorities a separate parcel assessment for the Henderson Leased Facility, and to the extent possible, Tenant shall obtain from Black Mountain Industrial Center Association separate assessments for the Henderson Leased Facility and the balance of the Henderson Property. Debtors shall pay the recording costs to the title company related to the title transfers.

g. Debtors shall pay all real property taxes relating to the Henderson Property prorated through the Effective Date. As of the Effective Date, the Henderson Trust shall be responsible for all real property taxes relating to the Henderson

Property, except the real property taxes relating to the Henderson Leased Facility shall be the responsibility of Tenant under the Henderson Facility Lease after the Effective Date.

68. On or prior to the Effective Date, Debtors shall execute, or cause to be executed, and record, if necessary, all necessary releases of any liens or security interests held by any Debtors against the Henderson Property. After Debtors execute this Settlement Agreement, but prior to the Effective Date, unless Debtors obtain the Henderson Trust's consent otherwise (which consent shall not be unreasonably withheld, conditioned or delayed), Debtors shall (i) not further encumber the Henderson Property or its other interests therein; (ii) use the Henderson Property only for the currently existing use as a chemical manufacturing facility, including ancillary uses related thereto; (iii) not materially change, alter or expand such existing use; (iv) not demolish the Henderson Property; (v) keep the Henderson Property in the currently existing order and repair (including without limitation the storage, timely removal and off-site permitted disposal of all waste and refuse generated in the ordinary course of business), ordinary wear and tear, casualty and condemnation excepted or to the extent that ongoing environmental activities require otherwise; (vi) not enter into any leases or subleases of all or any portions of the Henderson Property; (vii) maintain and keep in force current insurance policies for the Henderson Property; (viii) maintain the Henderson Property in accordance with Debtors' current practices, including the improvements thereon and the fixtures thereto that are related to ongoing remediation activities in the condition that they exist as of the date of execution, except for ordinary wear and tear, casualty and condemnation or to the extent that ongoing environmental activities require otherwise; and (ix) continue, at their own expense, the ongoing environmental activities being

performed by Debtors pursuant to injunctive, compliance, and regulatory obligations and requirements at the Henderson Property until the payments and transfers required by this Settlement Agreement (except for the payment from the Anadarko Litigation Trust described in Subparagraph 124(p)) are made, including, but not limited to, environmental monitoring and groundwater treatment activities.

69. If, on or prior to the Effective Date,

a. all or any part of the Henderson Property is damaged or destroyed by fire or other casualty, the Debtors shall promptly notify the Henderson Trust of such fact. In such event (i) the Debtors shall assign to the Henderson Trust, on the Effective Date, all of the Debtors' right, title and interest in and to the insurance proceeds paid or to be paid as the result of such damage or destruction (except to the extent that the proceeds relate to the Henderson Leased Facility and Tenant elects to use the proceeds to restore the Henderson Leased Facility), and (ii) the Debtors shall execute such documents as may be reasonably requested to effectuate such assignment. Such damage or destruction shall not affect the obligation of Debtors to transfer the Henderson Property on the Effective Date, or the obligation of the Henderson Trust and Tenant to enter into the Henderson Facility Lease.

b. all or any portion of the Henderson Property is taken by eminent domain (or is the subject of a pending or contemplated taking which has not been consummated), the Debtors shall promptly notify the Henderson Trust of such fact. In such event (i) the Debtors shall assign to the Henderson Trust, on the Effective Date, all of the Debtors' right, title and interest in and to the award paid or to be paid as the result of such taking (except to the extent that the award relates to the Henderson Leased

Facility, in which event the award shall be applied in accordance with the terms of the Henderson Facility Lease), and (ii) the Debtors shall execute such documents as may be reasonably requested to effectuate such assignment. Such taking shall not affect the obligation of Debtors to transfer the Henderson Property on the Effective Date, or the obligation of the Henderson Trust and Tenant to enter into the Henderson Facility Lease, except as to portions of the Henderson Leased Facility so taken. On or before the Effective Date, Debtors shall provide to the Henderson Trust evidence (which may be in the form of an appropriate Bankruptcy Court order or separate agreements entered into by the tenants under the Existing Leases) that each of the Existing Leases is subject and subordinate in all respects to the Henderson Facility Lease, that the Existing Leases will automatically terminate on the termination of the Henderson Facility Lease, and that each tenant under the Existing Leases has acknowledged that it will look solely to Tenant (and not to the Henderson Trust) with respect to any obligations of landlord under the Existing Leases.

70. BMI/Landwell Assets

a. Transfer to Henderson Trust. On the Effective Date, Tronox LLC will transfer all of its interests ("BMI/Landwell Assets") in Basic Management, Inc. and The Landwell Company, LP to the Henderson Trust or to an entity in which the Henderson Trust has an interest, in either case on terms and conditions to be reasonably agreed upon by Tronox LLC, the Henderson Trustee, the State of Nevada, and the United States.

b. Optional Transfer of Interest to Other Trusts. At any time prior to any sale by the Henderson Trust of the BMI/Landwell Assets, whether by right

of first refusal or otherwise ("Sale Event"), and prior to a distribution by the Anadarko Litigation Trust, the Henderson Trustee may transfer 65% of its economic interest in the BMI/Landwell Assets to one or more of the Multistate Trust, Cimarron Trust, Savannah Trust, and West Chicago Trust, in such proportions and upon such terms as the United States may direct ("BMI/Landwell Optional Transfer").

c. Distribution of Net Sale Proceeds. If at any time any person or entity purchases the BMI/Landwell Assets from the Henderson Trust, whether by right of first refusal or otherwise, the Net Sale Proceeds (as defined below) shall be distributed as follows: (x) the first $20 million, to the Henderson Environmental Cost Account or Henderson Administrative Account, as jointly directed by the State of Nevada and the United States, (y) 35% of the Net Sale Proceeds above $20 million, to the Henderson Environmental Cost Account and/or Henderson Administrative Account, as jointly directed by the State of Nevada and the United States, and (z) 65% of the Net Sale Proceeds above $20 million, (i) first, to any Administrative Account, Environmental Cost Account, or Work Account in the Multistate Trust, Cimarron Trust, Henderson Trust, Savannah Trust, or West Chicago Trust, as directed by the United States, if there are remaining Environmental Actions to be performed at the Owned Sites, the Non-Owned RAS Properties, Kress Creek, and the Non-Owned Service Stations in those Trusts and a need for additional trust funding; (ii) second, to any Non-Owned Site, as directed by the United States, with a need for additional funding of Environmental Actions beyond the distributions designated to be received from the Anadarko Litigation Proceeds; and (iii) third, to the Superfund. Nothing in this Subparagraph is intended to preclude or limit any transfers of funds from any other accounts established in this Settlement Agreement to

the Henderson Trust Environmental Cost Account or Henderson Trust Administrative Account pursuant to the terms of any applicable funds transfer provision in this Settlement Agreement if there are remaining Environmental Actions to be performed at or with respect to the Henderson Property and a need for additional trust funding.

d. Definition of Net Sale Proceeds. "Net Sale Proceeds" shall mean an amount equal to the purchase price paid as a result of a Sale Event ("Sale Proceeds"), plus any profits earned by the Henderson Trust on the BMI/Landwell Assets prior to a Sale Event, minus (a) any litigation, valuation, or transaction costs reasonably incurred by the Henderson Trust in connection with the Sale Event but excluding any costs that otherwise would have been expended by the Henderson Trust in the absence of the exercise of the Sale Event ("Sale Costs") and (b) any carrying costs reasonably incurred by the Henderson Trust as owner of the BMI/Landwell Assets but excluding any costs that otherwise would have been expended by the Henderson Trust in the absence of its ownership of the BMI/Landwell Assets ("Carrying Costs").

71. Henderson Facility Lease: On the Effective Date, the Henderson Trust shall enter into a triple net lease agreement (the "Henderson Facility Lease") with Tenant for the portion of the Henderson Property described under the caption "Leased Premises" in the Lease Term Sheet annexed hereto as Attachment G (the "Henderson Leased Facility"). The Henderson Facility Lease shall include, without limitation, the provisions set forth in the Lease Term Sheet. On the Effective Date, Tronox Incorporated ("Guarantor") shall execute and deliver to the Henderson Trust an irrevocable and unconditional guaranty (the "Guaranty") of the observance and performance of Tenant's obligations under (i) the Henderson Facility Lease and (ii) this Settlement Agreement as

its obligations pertain to the Henderson Leased Facility, in form and substance reasonably satisfactory to Guarantor and the Henderson Trust.

72. On the Effective Date, the Henderson Trust shall be the legal successor-in-interest to certain rights under the Kerr-McGee Henderson Pollution Clean-Up and Legal Liability Manuscript Policy (the "Henderson Chartis Policy"). The Plan of Reorganization shall vest in the Henderson Trust all of Debtors' interest in claims, proceeds, or recoveries against the Henderson Chartis Policy, excluding reimbursements for funds expended by Debtors on the Henderson Property prior to the Effective Date provided that, insurance claims for such funds expended by Debtors are submitted timely as provided by the Henderson Chartis Policy and are for costs incurred before the Effective Date. Debtors shall also provide the Henderson Trust with copies of such claims at the time they are submitted. For the sole purpose of securing recovery to the Henderson Trust, the Henderson Trust shall succeed to the liabilities of Debtors with respect to the Henderson Property. Proceeds and recoveries from the Henderson Chartis Policy shall be placed in the Henderson Trust Environmental Cost Account for the Henderson Property described in Subparagraph 80(a) below.

73. With respect to the Consent Decree for the Henderson Property between Tronox LLC and the United States, *Tronox LLC v. United States*, Civil Action No. 01:00CV01285 EGS (D.D.C.) (the "2006 Henderson Consent Decree"), the United States and Tronox LLC will file papers with the District Court for the District of Columbia to modify the 2006 Henderson Consent Decree to substitute the Henderson Trust for Tronox LLC as a party to the 2006 Henderson Consent Decree after the Effective Date for all purposes. The United States, the State of Nevada, and the

Henderson Trust shall also enter into a 2006 Henderson Consent Decree Substitution and Clarification Agreement to clarify the meaning of and otherwise document the parties' stipulations and reservations of rights concerning certain provisions of the 2006 Henderson Consent Decree. However, nothing in this Settlement Agreement or in the 2006 Henderson Consent Decree Substitution and Clarification Agreement shall purport to relieve Tronox LLC as signatory to the 2006 Henderson Consent Decree, or its successors, of any releases or covenants not to sue provided by Tronox LLC in the 2006 Henderson Consent Decree.

74. The State of Nevada's entry into this Settlement Agreement shall not waive, limit or otherwise affect any argument it or any other entity may have that the 2006 Henderson Consent Decree does not give rise to contribution protection (because of insufficient notice as to a particular entity or otherwise). Additionally, to the extent that the State of Nevada or any other entity may argue that the 2006 Henderson Consent Decree does not give rise to contribution protection because of insufficient notice to a particular entity, the United States agrees that it shall not argue that the notice and comment process with respect to the Settlement Agreement cured any such alleged defect with respect to the 2006 Henderson Consent Decree. The United States otherwise reserves any and all responses it may have to any such arguments made by Nevada or any other entity.

75. In conducting its operations at the Henderson Leased Facility on and after the Effective Date, Tenant, including its successors, assigns, contractors, subcontractors, or sublessees, (each a "Henderson Covered Person") shall (i) comply with Due Care Obligations; and (ii) comply with all applicable Environmental Laws, provided,

however, that nothing in this clause (ii) shall require any Henderson Covered Person to take any actions or assume any liability with respect to remediation (including investigation), removal or restoration of any Henderson Legacy Conditions except with respect to the Exacerbation Obligations (as defined hereafter). Tenant, as lessee and operator of the Henderson Leased Facility, and its successors and assigns under the Henderson Facility Lease, shall be liable for conditions that are attributable to (i) any New Substances Conditions; (ii) any failure to comply with Due Care Obligations, subject to the Exacerbation Obligations (as defined hereafter); and (iii) any failure to comply with applicable Environmental Laws, in each instance by any Henderson Covered Person on or after the Effective Date. For purposes of this Settlement Agreement:

a. "Due Care Obligations" shall mean the duty with respect to the Henderson Leased Facility to: (i) not exacerbate any Henderson Legacy Conditions; (ii) comply with all institutional controls applicable to such Henderson Legacy Conditions; (iii) take reasonable steps to prevent or limit human exposure to such Henderson Legacy Conditions; (iv) take reasonable precaution against foreseeable acts of third parties that could exacerbate such Henderson Legacy Conditions; and (v) provide reasonable cooperation as may be requested by the Trustee or Lead Agency in carrying out their respective obligations under the Settlement Agreement with respect to any Henderson Legacy Conditions at or pertaining to the Henderson Leased Facility. The term "Due Care Obligations" includes the obligation to remedy any circumstance arising from any failure to perform such duty, but does not include any liability for obligations or payments to investigate, remediate, remove or restore any Henderson Legacy Conditions,

including any obligation to operate the existing groundwater extraction and treatment systems, except with respect to the Exacerbation Obligations (as defined hereafter). Notwithstanding the foregoing, Tenant's liability and obligations with respect to the exacerbation of any Henderson Legacy Conditions shall be limited to the extent of exacerbation ("Exacerbation Obligations").

b. "Henderson Legacy Conditions" shall mean the presence or release, prior to or on the Effective Date, of hazardous substances in or into the environment at, on or below any portion of the Henderson Property, including the presence in any environmental media of such released hazardous substances as a result of migration from any portion of the Henderson Property, whether before or after the Effective Date. For the purposes of this Settlement Agreement and the Henderson Facility Lease, the Lease Term Sheet, and the Environmental Response Trust Agreements (including but not limited to Sections XVI and XVIII of this Settlement Agreement) only, perchlorate and chlorate compounds shall be treated as "hazardous substances." This treatment of perchlorate and chlorate compounds shall not in any way affect, impact, or interfere with any person or entity's right to assert that perchlorate or chlorate compounds are, may be, or are not hazardous substances for any purpose other than construing this Settlement Agreement and the Henderson Facility Lease, the Lease Term Sheet, and the Environmental Response Trust Agreements, including but not limited to for the purpose of remediation efforts at any other site. Nothing in this paragraph of the Settlement Agreement is intended to modify or affect the 2006 Henderson Consent Decree in any respect.

c. "New Substances Conditions" shall mean any hazardous substances released, added, deposited, generated, produced, stored or spilled by any Henderson Covered Person in, at, on, or below the Henderson Leased Facility on or after the Effective Date, including the migration of any such hazardous substances from the Henderson Leased Facility.

76. The purpose of the Henderson Trust shall be to: (i) own the Henderson Property for purposes of implementing this Settlement Agreement; (ii) carry out administrative and property management functions related to the Henderson Property; (iii) manage and/or fund implementation of Environmental Actions for the Henderson Legacy Conditions that are approved by the Henderson Lead Agency, and pay future oversight costs of the Lead Agency and Non-Lead Agency, as applicable; (iv) act as legal successor to Debtors under the Henderson Chartis Policy for the sole purpose of pursuing and securing claims, proceeds, and recoveries under the Henderson Chartis Policy; (v) act as landlord under the Henderson Facility Lease; and (vi) act as substituted party for Tronox LLC under the 2006 Henderson Consent Decree, as set forth in Paragraph 73 above. The Henderson Trust shall be funded as specified in Paragraph 80 herein. The Henderson Trust shall work with the Lead Agency and Non-Lead Agency, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize any interference with Tenant's operations related to its implementation of Environmental Actions at the Henderson Property.

77. Le Petomane XXVII, Inc., not individually but solely in its representative capacity as Henderson Trustee, is appointed as the Henderson Trustee to administer the Henderson Trust and the Henderson Trust Accounts, in accordance with

this Settlement Agreement and an Environmental Response Trust Agreement ("Henderson Trust Agreement") materially consistent with the Settlement Agreement to be separately executed by the parties.

78. Debtors and Reorganized Tronox shall provide to the Henderson Trustee Environmental Information and Real Property Information in accordance with Section XIX below.

79. On the Effective Date, the Henderson Trustee and Tenant shall enter into an agreement ("Henderson Remediation Power Agreement") under which Tenant shall provide to the Henderson Trust or its designee or assignee on and after the Effective Date the uninterrupted supply of hydroelectric power as necessary to continue to power components of the existing perchlorate- and chromium-related groundwater intercept and treatment systems at the same prices, terms and conditions as are applicable to Tenant's allocation of hydroelectric power from the Colorado River Commission of Nevada ("CRC"), subject to all applicable CRC laws, regulations or other requirements ("CRC Requirements"). The Henderson Remediation Power Agreement shall include a severability provision providing that each provision of the Henderson Remediation Power Agreement will to the extent possible be interpreted in such manner as to be effective and valid under applicable CRC Requirements, but if any provision of the Henderson Remediation Power Agreement is held to be prohibited by or invalid under applicable CRC Requirements, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Henderson Remediation Power Agreement. The Henderson Remediation Power Agreement shall require that Tenant obligate any transferee or

assignee of Tenant's rights to such hydroelectric power to continue to supply power to the Henderson Trust or its assigns in accordance with the Henderson Remediation Power Agreement, subject to all CRC Requirements applicable to any such transfer or assignment. Such hydroelectric power shall be provided pursuant to the Henderson Remediation Power Agreement for so long as operation of the groundwater intercept and treatment systems is deemed required Environmental Actions under this Settlement Agreement, subject to the terms and continuance of the power contracts between Tenant and the CRC, as they may be amended, assigned or transferred from time to time in accordance with CRC Requirements and the terms of the Henderson Remediation Power Agreement, and the authority of the CRC over the allocation of such hydroelectric power.

80. Henderson Trust Accounts

a. The Henderson Trustee shall create a segregated Henderson Trust Environmental Cost Account ("Henderson Trust Environmental Cost Account") for the Henderson Property. The purpose of the Henderson Trust Environmental Cost Account shall be to provide funding for Environmental Actions for the Henderson Legacy Conditions and future oversight costs of the Lead Agency and the US EPA with respect to the Henderson Property. Funding for the Henderson Trust Environmental Cost Account shall be held in trust for Environmental Actions with respect to the Henderson Property and may not be used for any Owned or Non-Owned Site except as expressly provided by and in accordance with Paragraph 82.

b. The Henderson Trustee shall also create a segregated Henderson Trust administrative account ("Henderson Trust Administrative Account") to fund the payment of real estate taxes except as otherwise provided under the Henderson

Facility Lease, insurance, and other administrative costs incurred in administering the Henderson Trust other than the Henderson Lease Administrative Expenses to be paid by Tenant pursuant to the Henderson Facility Lease ("Henderson Administrative Costs").

c. Assets of the Henderson Trust Environmental Cost Accounts and Henderson Trust Administrative Account (collectively, the "Henderson Trust Accounts") shall be held in trust solely for the purposes provided in this Settlement Agreement. The State of Nevada and the United States shall be the sole beneficiaries of the Henderson Trust Accounts. Neither Debtors, Reorganized Tronox, nor Tenant shall have any rights or interest to the Henderson Trust Assets distributed to the Henderson Trust Accounts, nor to any funds remaining in any of the Henderson Trust Accounts upon the completion of any and all final actions and disbursements for any and all final costs with respect to the Henderson Property.

d. All interest, dividends and other revenue earned in a Henderson Trust Account shall be retained in the respective Henderson Trust Accounts and used only for the same purposes as the principal in that account as provided in this Settlement Agreement, subject to any reallocation as set forth in Paragraph 82.

e. In settlement and full satisfaction of all claims of the State of Nevada and the United States on behalf of US EPA against Debtors with respect to any and all costs of response incurred, or to be incurred, in connection with the Henderson Property (including but not limited to the liabilities and other obligations asserted in the State of Nevada's and the United States' Proofs of Claim relating to the Henderson Property), the Henderson Trustee (as described below) shall receive allocations with respect to the Henderson Property of a specified percentage of the

Anadarko Litigation Proceeds as set forth in Subparagraph 124(p), and Debtors shall make a payment of $8,602,853.00 for the Henderson Trust Administrative Account and $72,417,165.00 to the Henderson Environmental Cost Account on the Effective Date. The payments set forth in this Subparagraph shall, for purposes of the Bankruptcy Cases, be accorded the status of expenses of administration.

81. Lead Agency for the Henderson Property

a. For purposes of this Settlement Agreement, the Lead Agency for the Henderson Property is NDEP, and the Non-Lead Agency will be US EPA. The Lead Agency for the Henderson Property shall consult with the Non-Lead Agency relating to approval of the budget or requests for funding for Environmental Actions associated with the Henderson Legacy Conditions if such consultation is requested. The Lead Agency and Non-Lead Agency may provide the Henderson Trustee with joint written notice that the Lead Agency for the Henderson Property has changed.

b. Within 90 days following the Effective Date in the first year and thereafter by January 1 of each year following the Effective Date, the Henderson Trustee shall provide to the Lead Agency a statement showing the balance of each cost account and proposed budget for the Henderson Trust Environmental Cost Account for the coming year. The Lead Agency shall have the authority to approve or disapprove the proposed budget for the Henderson Trust Environmental Cost Account, but only after consultation with the Non-Lead Agency, where the Non-Lead Agency requests such consultation.

c. The Henderson Trustee shall pay funds from the Henderson Trust Environmental Cost Account to the Lead Agency making a written

request for funds for reimbursement within 10 days following such request. Such written request shall: (i) be in accordance with the approved budget set forth in Subparagraph 81(b) above, and (ii) specify what the funds were used for and shall certify that they were used only for Environmental Actions performed and/or oversight costs incurred after the Effective Date by the Lead Agency with respect to the Henderson Property.

d. The Henderson Trustee shall also pay funds from the Henderson Trust Environmental Cost Account to the Non-Lead Agency making a written request for funds within 30 days following such request where the Lead Agency has requested the assistance of the Non-Lead Agency with respect to the Henderson Property. Such written request shall: (i) be in accordance with the approved budget set forth in Subparagraph 81(b) above, and (ii) specify what the funds were used for and shall certify that they were used only for Environmental Actions performed and/or oversight costs incurred after the Effective Date by the Non-Lead Agency with respect to the Henderson Property.

e. In the case of requests by the Lead Agency to the Henderson Trustee to use the funds from the Henderson Trust Environmental Cost Account to perform Environmental Actions associated with the Henderson Legacy Conditions in accordance with the approved budget set forth in Subparagraph 81(b) above, the Henderson Trustee shall utilize the funds and interest earned thereon from the Henderson Trust Environmental Cost Account to undertake such work promptly and in accordance with any schedule approved by the Lead Agency. The Henderson Trustee shall seek the approval of the Lead Agency of any contractor hired by the Henderson Trustee and any work plans to be undertaken by the Henderson Trust under the oversight

of the Lead Agency, unless the Lead Agency has provided a written waiver of such approval or requirements. The Henderson Trustee shall require liability insurance as set forth in the Henderson Trust Agreement from each contractor hired to perform work and will, to the extent that such work is being performed at the Henderson Leased Facility, name Tenant as an additional insured under such policies.

82. Transfers of Funds from the Henderson Trust Accounts

a. After the Lead Agency and the Non-Lead Agency have confirmed to the Henderson Trustee that all final actions have been completed, including the sale of parcels comprising the Henderson Property in accordance with Paragraph 87, and disbursements have been made for all final costs for the Henderson Property, any funds remaining in the Henderson Trust Environmental Cost Account shall be transferred in the following order: (i) first, the Henderson Trustee, in consultation with the Lead Agency and Non-Lead Agency, shall agree to a reservation of funds necessary to preserve and maintain any parcels of the Henderson Property that have not been sold, pending winding up and termination of the Henderson Trust, including taxes and holding costs; (ii) second, in accordance with instructions to be provided by the United States Department of Justice, to the West Chicago Trust Environmental Cost or Work Accounts, the Cimarron Trust Environmental Cost Accounts, the Savannah Environmental Cost Account, or any of the Multistate Trust Environmental Cost or Work Accounts established under this Settlement Agreement if there are remaining Environmental Actions to be performed at the Owned Funded Sites, the Non-Owned Service Stations, the Non-Owned RAS Properties or Kress Creek and a need for additional trust funding, with the allocation among such Environmental Cost Accounts to be determined by the

projected shortfall of performing such remaining Environmental Actions; (iii) third, to Non-Owned Sites with a need for additional funding beyond the distributions received pursuant to Paragraph 117 and from the Anadarko Litigation Proceeds**;** and (iv) fourth, to the Superfund; provided however, that the remaining balance of any local, state or federal appropriation to, or any grant, loan or donation that has been transferred by any entity to a segregated account within the Henderson Trust that is established for those funds shall be distributed pursuant to the terms of any such appropriation, grant, loan, or donation, and may not be transferred pursuant to clauses (ii)-(iv) of this Paragraph.

b. Annually, beginning with the first year after the Effective Date, the Henderson Trustee shall provide the Lead Agency and the Non-Lead Agency with an update of anticipated future Administrative Costs of the Henderson Trust. In the fourth year after the Effective Date and every year thereafter, the Lead Agency and the Non-Lead Agency may thereafter instruct in writing after consultation with the Henderson Trustee that any conservatively projected surplus funding in the Henderson Trust Administrative Account be transferred to the Henderson Trust Environmental Cost Account established under this Settlement Agreement if there are remaining actions to be performed and with a need for additional trust funding or, to the extent there are no such remaining actions, as described in clauses (i)-(iv) in the immediately preceding Subparagraph. The Lead Agency and the Non-Lead Agency may also instruct in writing after consultation with the Henderson Trustee that, if there is an anticipated shortfall in the Henderson Trust Administrative Account based on anticipated future Administrative Costs of the Henderson Trust, funds from the Henderson Trust Environmental Cost Account may be transferred to the Henderson Trust Administrative Account.

83. Debtors shall continue, at their own expense, to maintain ongoing environmental activities being performed by Debtors pursuant to injunctive, compliance, and regulatory obligations and requirements at the Henderson Property until the Effective Date, including, but not limited to, environmental monitoring and groundwater treatment activities.

84. Henderson Trust Miscellaneous Provisions

a. The Henderson Trustee shall at all times seek to have the Henderson Trust treated as a "qualified settlement fund" as that term is defined in Treasury Regulation section 1.468B-1. For purposes of complying with Section 468B(g)(2) of the Internal Revenue Code of 1986, as amended, this Settlement Agreement shall constitute a Consent Decree between the parties. Approval of the Court, as a unit of the District Court, shall be sought, and the Court shall retain continuing jurisdiction over the Henderson Trust and Henderson Trust Accounts sufficient to satisfy the requirements of Treasury Regulation section 1.468B-1. The Henderson Trustee shall cause any taxes imposed on the earnings of the Henderson Trust to be paid out of such earnings and shall comply with all tax reporting and withholding requirements imposed on the Henderson Trust under applicable tax laws. The Henderson Trustee shall be the "administrator" of the Henderson Trust pursuant to Treasury Regulation section 1.468B-2(k)(3). To the extent that the Debtors choose to make a Grantor Trust Election with respect to the Henderson Trust, the Henderson Trustee shall provide reasonable cooperation to the Debtors as needed to facilitate such election. For the avoidance of doubt, any such Grantor Trust Election is for tax purposes only and shall in no way affect

the substantive rights and obligations of the parties under this Settlement Agreement or the Henderson Trust Agreement.

b. The Henderson Trustee shall use the Henderson Trust Environmental Cost Account to fund Environmental Actions associated with the Henderson Legacy Conditions and certain future oversight costs pursuant to CERCLA or state Environmental Laws with respect to the Henderson Property. The Henderson Trustee shall use the Henderson Trust Administrative Account to fund the Henderson Administrative Costs that have been approved by the Lead Agency and Non-Lead Agency.

c. The administrative funds within the Henderson Trust Administrative Account shall be used by the Henderson Trustee for Henderson Administrative Costs. Within 90 days following the Effective Date in the first year and thereafter by January 1 of each year, the Henderson Trustee shall provide the Lead Agency and the Non-Lead Agency with an annual budget for administration of the Henderson Trust for review and approval or disapproval by the Lead Agency after consultation with the Non-Lead Agency.

d. In no event shall any of the Henderson Trust Parties be held liable to any third parties for any liability, action, or inaction of any other party, including Debtors, Reorganized Tronox, Tenant or any other Henderson Trust Party, provided however, nothing herein shall modify the rights or obligations of Tenant as provided in the Henderson Facility Lease.

e. The Henderson Trustee shall implement any institutional controls or deed restrictions requested by the Lead Agency and Non-Lead Agency or

required under applicable Environmental Laws with respect to the Henderson Property. Additionally, the Henderson Trustee and Tenant shall abide by the terms of any institutional controls or deed restrictions in place or of record as to the Henderson Property.

f. In the event that the Court finds that the Henderson Trustee in any material respect, as a result of negligence, exacerbates or aggravates hazardous conditions at the Henderson Property, is seriously or repeatedly deficient or late in performance of the work or violates the provisions of this Settlement Agreement, the Henderson Trust Agreement or other related implementation agreements, the State of Nevada and the United States may jointly direct that: (i) the Henderson Trustee be replaced in accordance with the Henderson Trust Agreement; or (ii) all remaining funds and future recoveries in the Henderson Trust be paid to the Lead Agency or to the Non-Lead Agency to be used in accordance with the terms of this Settlement Agreement. Replacement of the Henderson Trustee under this Paragraph does not affect the liability provisions in Paragraphs 88 to 90 below.

g. Notwithstanding Subparagraph 84(f), within the first five years after the Effective Date, the State of Nevada and the United States Department of Justice may jointly direct that the Henderson Trustee be replaced, for cause, provided that any replacement Trustee agrees to assume all the obligations of the Henderson Trustee under this Settlement Agreement and the Henderson Trust Agreement. After the completion of the first five years after the Effective Date, and at any time thereafter, the State of Nevada and the United States Department of Justice may jointly direct generally and without cause that the Henderson Trustee be replaced, provided that any replacement

Trustee agrees to assume all the obligations of the Henderson Trustee under this Settlement Agreement and the Henderson Trust Agreement. The Henderson Trustee may resign from its trusteeship generally and without cause, in either case, on not less than 120 days prior written notice thereof to the Court, the United States, and the State of Nevada.

h. The Henderson Trustee shall provide Tenant at least 15 business days, or such shorter period as is established by the Henderson Lead Agency, to comment on work plans (including approvable deliverables that describe work to be performed at or relating to the Henderson Leased Facility) concerning proposed Environmental Actions at or relating to the Henderson Leased Facility, at the same time such proposed work plans (including such approvable deliverables as described above) are provided to the Henderson Lead Agency and Non-Lead Agency for their review or approval, as applicable. The Henderson Trustee shall consult with Tenant to keep Tenant reasonably apprised of any major developments with respect to such Environmental Actions.

85. The Henderson Trust is intended to be governed by the terms of this Settlement Agreement and the Henderson Trust Agreement and shall not be subject to any provision of the Uniform Custodial Trust Act as adopted by any state, now or in the future.

86. The Henderson Trustee shall provide the Henderson Lead Agency, Henderson Non-Lead Agency, and their representatives and contractors access to all portions of the Henderson Property at all reasonable times for the purposes of Environmental Actions at or near the Henderson Property. Any existing easements or

deed restrictions of record as to the Henderson Property prior to the Effective Date of this Settlement Agreement shall survive the Settlement Agreement.

87. The Henderson Trustee may, at any time, seek the approval of the Henderson Lead Agency and the Henderson Non-Lead Agency for the sale or lease or other disposition of all or part of the BMI/Landwell Assets or the Henderson Property, subject to any existing lease(s) then in effect by its terms. Subject to the approval of the Henderson Lead Agency and the Henderson Non-Lead Agency, the Henderson Trustee may propose a sale, lease, or disposition of all or part of the Henderson Property that includes funding from, or the retention of some portion of liability by, the Henderson Trust Environmental Cost Account and/or the Henderson Trust Administrative Account, provided that the net effect of any proposed sale, lease or disposition is to lessen the total financial obligations and liabilities as would otherwise be incurred in the absence of any such sale, lease, or disposition. In the event of any approved sale or lease or other disposition of the Henderson Property under this Paragraph, any net proceeds from the sale or lease or other disposition shall be paid to the Henderson Trust Environmental Cost Account and/or the Henderson Trust Administrative Account in a proportion approved by the Henderson Lead Agency and the Henderson Non-Lead Agency in writing. The disposition of the BMI/Landwell Assets shall be as set forth in Paragraph 70. Neither the United States nor the State of Nevada shall be required to accept an ownership interest in the BMI/Landwell Assets or the Henderson Property or any part thereof upon termination of the Henderson Trust.

88. None of the Henderson Trust Parties shall be personally liable unless the Court, by a final order that is not reversed on appeal, finds that it committed

fraud or willful misconduct after the Effective Date in relation to the Henderson Trustee's duties. There shall be an irrebuttable presumption that any action taken or not taken with the approval of the Court does not constitute an act of fraud or willful misconduct. Any judgment against a Henderson Trust Party and any costs of defense relating to any Henderson Trust Party shall be paid from the Henderson Trust Environmental Cost Account or the Henderson Trust Administrative Account without the Henderson Trust Party having to first pay from its own funds for any personal liability or costs of defense unless a final order of the Court, that is not reversed on appeal, determines that it committed fraud or willful misconduct in relation to the Henderson Trust Party's duties. However, any such payment shall be limited to funds in the Henderson Trust Environmental Cost Account or the Administrative Account.

89. The Henderson Trust Parties are exculpated by all persons, including without limitation, holders of claims and other parties in interest, of and from any and all claims, causes of action and other assertions of liability arising out of the ownership of Henderson Trust Assets and the discharge of the powers and duties conferred upon the Henderson Trust and/or Trustee by this Settlement Agreement or any order of court entered pursuant to or in furtherance of this Settlement Agreement, or applicable law or otherwise. No person, including without limitation, holders of claims and other parties in interest, will be allowed to pursue any claims or causes of action against any Henderson Trust Party for any claim against Debtors or Reorganized Tronox, for making payments in accordance with this Settlement Agreement or any order of court, or for implementing the provisions of this Settlement Agreement or any order of court. Nothing in this Paragraph or the Settlement Agreement shall preclude the State of

Nevada and the United States from enforcing the terms of this Settlement Agreement against the Henderson Trust Parties.

90. Except as may otherwise be provided herein: (a) the Henderson Trust Parties may rely on, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties; (b) the Henderson Trust Parties may consult with legal counsel, financial or accounting advisors and other professionals and shall not be personally liable for any action taken or not taken in accordance with the advice thereof; and (c) persons and entities dealing with the Henderson Trust Parties shall look only to the Henderson Trust Assets that may be available to them consistent with this Settlement Agreement to satisfy any liability incurred by the Henderson Trust Parties to such person in carrying out the terms of this Settlement Agreement or any order of the Court, and the Henderson Trust Parties shall have no personal obligations to satisfy any such liability other than as provided in Paragraph 89.

91. Neither the State of Nevada, the United States, nor any of Debtors or Reorganized Tronox shall be deemed to be an owner, operator, trustee, partner, agent, shareholder, officer, or director of the Henderson Trust or the Henderson Trust Parties, or to be an owner or operator of the Henderson Property on account of this Settlement Agreement or actions contemplated thereby. Nothing in this Paragraph purports to preclude or otherwise affect the status of Tenant as an operator or lessee of the Henderson Leased Facility on account of the Henderson Facility Lease or any activities or operations conducted by Tenant at the Henderson Leased Facility on or after the

Effective Date provided that Tenant shall not have any obligations with respect to Henderson Legacy Conditions except as provided in Paragraph 75 herein.

IX. THE WEST CHICAGO ENVIRONMENTAL RESPONSE TRUST

92. On the Effective Date, and simultaneously with receipt of the payments to the West Chicago Trust Environmental Cost Accounts and West Chicago Trust Work Accounts, Debtors will transfer all of their right, title, and interest in and to, including, without limitation, all of their fee ownership in, all appurtenances, rights, easements, rights-of-way, mining rights (including unpatented mining claims, mill site claims, and placer claims), mineral rights, mineral claims, appurtenant groundwater rights, associated surface water rights, claims, and filings, permits, licenses, third-party warranties and guaranties for equipment or services to the extent transferable under bankruptcy law or other interests (including without limitation all fixtures, improvements, and equipment located thereon as of the Effective Date) related to the Rare Earths Facility in West Chicago, Illinois ("REF"), and the properties owned by the Debtors in the Residential Areas Site ("RAS") in West Chicago, Illinois and DuPage County, Illinois ("Owned RAS Properties"; with REF, collectively "West Chicago Owned Sites") to a West Chicago Environmental Response Trust ("West Chicago Trust"). On and after the Effective Date, Debtors and Reorganized Tronox shall have no ownership or other residual interest whatsoever with respect to the West Chicago Owned Sites or the West Chicago Trust. The transfer of ownership by the Debtors of property shall be a transfer of all of the Debtors' right, title and interests therein, and the transfer (i) shall be as is and where is, with no warranties of any nature, (ii) shall be free and clear of all claims, liens and interests against the Debtors, including liens for the payments of monetary claims,

such as property taxes, or other monetary claims asserted or that could have been asserted in the bankruptcy proceeding, but shall remain subject to any existing in rem claims that do not secure payment of monetary claims (such as easements or deed restrictions); (iii) shall be subject to any rights of the United States and the State of Illinois under this Settlement Agreement; and (iv) shall be accomplished by quitclaim deed, in a form substantially similar to the quitclaim deed attached as Attachment C to this Settlement Agreement, and/or personal property bill of sale without warranty, all such conveyance documents to be agreed to in form by the Debtors and the trustee/licensee of the West Chicago Trust ("West Chicago Trustee/Licensee"), provided that in no event shall the conveyance include any warranty by the grantor by virtue of the grant document or statutory or common law or otherwise. Debtors and Reorganized Tronox hereby disclaim any and all express or implied representations or warranties, including any representations or warranties of any kind or nature, express or implied, as to the condition, value or quality of such assets or other property, and specifically disclaim any representation or warranty of merchantability, usage, suitability or fitness for any particular purpose with respect to such assets or other property, any part thereof, the workmanship thereof, and the absence of any defects therein, whether latent or patent, it being understood that such assets are being acquired "as is, where is," and in their condition of the Effective Date. Debtors and Reorganized Tronox, as applicable, will deliver to the title company (which will record or cause to be recorded in the appropriate real property records) the transfer documents as soon as reasonably practicable, but not to exceed 30 business days after the Effective Date. Debtors shall pay the recording costs to the title company relating to the title transfers. Debtors shall pay to the applicable tax

authorities on or prior to the Effective Date all real property taxes relating to the West Chicago Owned Sites due on or before the Effective Date. Debtors and the West Chicago Trust shall prorate the real property taxes accruing to or becoming a lien on the West Chicago Owned Sites during the calendar year of the Effective Date, and Debtors shall have paid to the West Chicago Trust their pro-rata share of such real property taxes as of the Effective Date. If the actual bills for such real property taxes have not been issued, then such proration shall be based on an amount equal to such real property taxes for the prior year or tax period, which shall constitute a final proration and not be subject to further adjustment. As of the Effective Date, the West Chicago Trust shall be responsible for paying all real property taxes first coming due following the Effective Date relating to the West Chicago Owned Sites. Debtors shall execute, or cause to be executed, and record, if necessary, all necessary releases of any liens or security interests held by any Debtors against the West Chicago Owned Sites. After Debtors execute this Settlement Agreement, Debtors shall not further encumber the West Chicago Owned Sites, or their other interests therein and shall maintain such properties in a commercially reasonable manner, in accordance with Debtors' current practices, including the improvements thereon and the fixtures thereto that are related to ongoing remediation activities in the condition that they exist as of the date of such execution, except for ordinary wear and tear, casualty and condemnation excepted, and except to the extent that ongoing Environmental Actions require otherwise.

93. On the Effective Date, Debtors shall transfer to the West Chicago Trust all of their rights, title, and interest in all reimbursements from the Department of Energy pursuant to Title X of the Energy Policy Act of 1992 ("Title X") as amended,

Pub. L. No. 102-486 (1992), to which Debtors would have been entitled based on remediation work performed by or on behalf of Debtors at the REF and the Kerr-McGee West Chicago NPL Sites (as defined in Subparagraph 117(k) below), and pursuant to the Consent Decree for the Kerr-McGee West Chicago NPL Sites, *United States v. Kerr-McGee Chemical LLC*, Civil Action No. 05C2318 (N.D. Ill.) ("Federal West Chicago Consent Decree") and the Consent Decree filed in *County of DuPage v. Kerr-McGee Chemical, LLC*, Civil Action No. 05C 1874 (N.D. Ill.) ("Local Communities Consent Decree").

94. With respect to the Federal West Chicago Consent Decree, the United States, the State of Illinois, and Tronox LLC will file papers with the District Court for the Northern District of Illinois to modify the Federal West Chicago Consent Decree (and including without limitation any other applicable orders, decrees or agreements regarding investigation, remediation, cleanup or oversight as appropriate) to substitute the West Chicago Trust for Tronox LLC as a party to the Federal West Chicago Consent Decree after the Effective Date for all purposes; provided, however, that (i) nothing in this Paragraph purports to impose any obligation on the West Chicago Trust in excess of the West Chicago Trust Assets, and (ii) other than the substitution of the West Chicago Trust for Tronox LLC, nothing in this Settlement Agreement shall affect any other provision of the Federal West Chicago Consent Decree.

95. With respect to the Local Communities Consent Decree, the County of DuPage, Illinois, the Forest Preserve District of DuPage County, Illinois, the City of West Chicago, the City of Warrenville, and the West Chicago Park District (collectively, the "Local Communities") and Tronox LLC will file papers with the

District Court for the Northern District of Illinois to modify the Local Communities Consent Decree (and including without limitation any other applicable orders, decrees or agreements regarding investigation, remediation, cleanup or oversight as appropriate) to substitute the West Chicago Trust for Tronox LLC as a party to the Local Communities Consent Decree after the Effective Date for all purposes; provided, however, that (i) nothing in this Paragraph purports to impose any obligation on the West Chicago Trust in excess of the West Chicago Trust Assets, (ii) nothing in this Paragraph purports to relieve Tronox LLC or its successors of any releases or covenants not to sue in the Local Communities Consent Decree, and (iii) other than the substitution of the West Chicago Trust for Tronox LLC, nothing in this Settlement Agreement shall affect any other provision of the Local Communities Consent Decree.

96. The purpose of the West Chicago Trust shall be to: (i) act as successor to Debtors solely for the purpose of performing, managing, and funding implementation of Environmental Actions selected by US EPA for (a) the portions of the RAS that are not owned by Debtors ("Non-Owned RAS Properties") and the Owned RAS Properties (collectively, "RAS Properties"), and (b) for Kress Creek and the West Branch DuPage River in DuPage County, Illinois ("Kress Creek"), pursuant to the Federal West Chicago Consent Decree and the Local Communities Consent Decree; (ii) act as successor to the Debtors solely for the purpose of performing, managing, and funding implementation of Environmental Actions at the REF; (iii) use all reasonable efforts, by and through the West Chicago Trustee/Licensee, to secure Title X reimbursements owed after the Effective Date from the Department of Energy, to which the West Chicago Trustee/Licensee is legally entitled based on Environmental Actions

performed by or on behalf of Debtors and the West Chicago Trust (and regardless of whether further Environmental Actions continue to be necessary at Kress Creek, the RAS Properties, or the REF); (iv) own the West Chicago Owned Sites; (v) carry out administrative functions related to the performance of Environmental Actions by or on behalf of the West Chicago Trust at Kress Creek and the RAS Properties, and other administrative functions with respect to the West Chicago Owned Sites; (vi) ultimately sell, transfer or otherwise dispose or facilitate the reuse of all or part of the Owned RAS Properties (including, but not limited to, any appurtenances, machinery, equipment, fixtures, furniture, computers, tools, parts, supplies, and other tangible property on the Owned RAS Properties that are transferred to the West Chicago Trust), if possible; (vii) ultimately sell or transfer the REF to the City of West Chicago, pursuant to the conditions and terms set forth in the Phase 2 Final Agreement Between Kerr-McGee Chemical Corporation and The City of West Chicago, Illinois dated February 24, 1997 ("Phase 2 Final Agreement") as shall be specified in the West Chicago Trust Agreement with the approval of IEMA and the City of West Chicago; and (viii) to act as successor to Debtors for the purpose of complying with the provisions of the Kress Creek Settlement Agreement executed by the Debtors and the United States and dated May 1, 2010 ("Kress Creek Settlement Agreement"). The actions of the West Chicago Trust, including the sale, lease or other disposition of some or all of the West Chicago Assets by the West Chicago Trust and the West Chicago Trustee/Licensee's duties pursuant to the Settlement Agreement and the West Chicago Environmental Response Trust Agreement ("West Chicago Trust Agreement"), shall not be deemed an engagement in any trade or business. The West Chicago Trust by and through its West Chicago Trustee/Licensee not

individually but solely in its representative capacity, the Debtors, and the Lead Agencies for the REF, the RAS Properties, and Kress Creek shall exchange information and reasonably cooperate to determine the appropriate disposition of any executory contracts or unexpired leases that relate to the relevant Site, provided however, that the West Chicago Trustee/Licensee shall not be required to take assignment of any executory contract or unexpired lease without the consent of the West Chicago Trustee/Licensee. Debtors shall cooperate with the West Chicago Trustee/Licensee with the prompt and orderly delivery of all executory contracts and leases and take such action with respect to such contracts and leases as the Lead Agencies and the West Chicago Trustee/Licensee may request before the Effective Date. The West Chicago Trust shall not be required to pay any cure costs. The West Chicago Trust shall be funded as specified in Paragraph 104 herein.

97. Weston Solutions, Inc., solely in its representative capacity as West Chicago Trustee/Licensee, is appointed as the West Chicago Trustee/Licensee to administer the West Chicago Trust and the West Chicago Trust Accounts, in accordance with this Settlement Agreement and the West Chicago Trust Agreement materially consistent with the Settlement Agreement to be separately executed by the parties.

98. On the Effective Date, the West Chicago Trustee/Licensee shall have obtained a Radioactive Material License ("REF License") issued by the Illinois Emergency Management Agency ("IEMA") for the performance of Environmental Actions at the REF. The West Chicago Trustee/Licensee shall be bound by the requirements of the REF License and applicable regulations, and any future amendments to or transfers of the REF License must be made in accordance with applicable state and

federal law and regulations. The West Chicago Trustee/Licensee shall ensure that all Title X reimbursements received by the West Chicago Trust after the Effective Date from the Department of Energy shall be deposited in the West Chicago Title X Account (as set forth in Subparagraph 104(c) below).

99. As set forth in Paragraph 4 of the Kress Creek Settlement Agreement, on the Effective Date, the Debtors shall assign the ARCADIS Contract, as defined in Paragraph 3 of the Kress Creek Settlement Agreement, to the West Chicago Trust in order that all rights, obligations, interests and liabilities of the Debtors pursuant to the ARCADIS Contract shall be assigned to and assumed by the West Chicago Trust.

100. As set forth in Paragraph 6 of the Kress Creek Settlement Agreement, US EPA, at its discretion, may transfer funds from the Kress Creek/West Branch DuPage River Superfund Site Special Account ("West Chicago Special Account") to the West Chicago Trust Work Account for Kress Creek or the West Chicago Trust Work Account for the Non-Owned RAS Properties, for the West Chicago Trustee/Licensee to conduct or finance response actions at or in connection with those Sites.

101. As set forth in Paragraph 7 of the Kress Creek Settlement Agreement, on or before the Effective Date, the Debtors shall provide to the West Chicago Trustee/Licensee all information and documentation necessary to submit a Title X claim for any remedial costs incurred by the Debtors for work performed under the Kress Creek Settlement Agreement that was not previously claimed by the Debtors in Paragraph 5 of the Kress Creek Settlement Agreement.

102. As set forth in Paragraph 8 of the Kress Creek Settlement Agreement, on the Effective Date, the Debtors shall transfer to the West Chicago Trust all of their rights, title, and interest in all Title X reimbursements from the Department of Energy to which the Debtors would have been entitled based on remediation work performed by the Debtors under the Kress Creek Settlement Agreement.

103. Debtors and Reorganized Tronox shall provide to the West Chicago Trustee/Licensee Environmental Information and Real Property Information in accordance with Section XIX below.

104. <u>The West Chicago Trust Accounts</u>

a. The West Chicago Trustee/Licensee shall create segregated West Chicago Trust Environmental Cost Accounts ("West Chicago Trust Environmental Cost Accounts") and segregated West Chicago Trust Work Accounts ("West Chicago Trust Work Accounts") within the West Chicago Trust for each of the designated Sites ("West Chicago Trust Sites") listed in this Paragraph as follows: (i) a West Chicago Trust Environmental Cost Account for REF; (ii) a West Chicago Trust Work Account for Kress Creek; (iii) a West Chicago Trust Environmental Cost Account for the Owned RAS Properties; and (iv) a West Chicago Trust Work Account for the Non-Owned RAS Properties. The purpose of the West Chicago Trust Environmental Cost Account for the REF shall be to provide funding for future Environmental Actions and certain past and future oversight costs of the State of Illinois with respect to the REF (such past costs are unpaid costs incurred by IEMA during the period July 1, 2010 through the Effective Date and payable pursuant to Section 331.200 of the Radiation Protection regulations, 32 Ill. Adm. Code 331.200);

additionally, in accordance with Subparagraph 107(b), the West Chicago Trustee/Licensee may transfer funds from the West Chicago Trust Environmental Cost Account for the REF to the West Chicago Trust Work Account for Kress Creek. The purpose of the West Chicago Trust Work Account for Kress Creek shall be to fund the performance of Environmental Actions by the West Chicago Trust with respect to Kress Creek. The purpose of the West Chicago Trust Environmental Cost Account for the Owned RAS Properties shall be to provide funding for future Environmental Actions and certain future oversight costs of the State of Illinois and/or US EPA with respect to the Owned RAS Properties. The purpose of the West Chicago Trust Work Account for the Non-Owned RAS Properties shall be to fund the performance of Environmental Actions by the West Chicago Trust for the Non-Owned RAS Properties Sites. Funding from a West Chicago Trust Environmental Cost Account or West Chicago Trust Work Account for any of the West Chicago Trust Sites may not be used for any other Site except as expressly provided by and in accordance with Paragraph 107 below.

b. The West Chicago Trustee/Licensee shall also create a segregated West Chicago Trust administrative account ("West Chicago Trust Administrative Account") to fund the payment of real estate taxes, insurance, and other Administrative Costs.

c. The West Chicago Trustee/Licensee shall also create a segregated West Chicago Trust holding account ("West Chicago Trust Title X Account") to serve as a repository for Title X reimbursements.

d. Assets of the West Chicago Trust Environmental Cost Accounts, the West Chicago Trust Work Accounts, and the West Chicago Trust Administrative Account (collectively, the "West Chicago Trust Accounts") shall be held in trust solely for the purposes provided in this Settlement Agreement. The State of Illinois on behalf of IEMA and the Illinois Environmental Protection Agency ("IEPA"), and the United States on behalf of the US EPA shall be the sole beneficiaries of the West Chicago Trust Accounts. Neither Debtors nor Reorganized Tronox shall have any rights or interest to the West Chicago Assets, including but not limited to any Title X reimbursements received from the Department of Energy after the Effective Date, or to any funds remaining in any of the West Chicago Trust Accounts upon the completion of any and all final actions and disbursement of any and all final costs with respect to the West Chicago Trust Sites.

e. All interest, dividends and other revenue earned in a West Chicago Trust account shall be retained in the respective West Chicago Trust Account and used only for the same purposes as the principal in that account as provided in this Settlement Agreement, subject to any reallocation approved by the State of Illinois and US EPA in accordance with the terms of this Settlement Agreement.

f. In settlement of all claims of the United States, the State of Illinois, and the Local Communities against Debtors and Reorganized Tronox with respect to any and all costs of response incurred, or to be incurred, in connection with the REF, the RAS Properties and Kress Creek (including but not limited to the liabilities and other obligations asserted in the United States', State of Illinois and Local Communities' Proofs of Claim relating to REF, Kress Creek and the RAS Properties),

Debtors shall, on the Effective Date, make payments and effectuate transfers of funds from applicable surety bonds and letters of credit, as described in the following Subparagraphs herein.

i. On the Effective Date, Debtors shall make a payment of $8,303,002.00 to fund the West Chicago Trust Administrative Account;

ii. On the Effective Date, Debtors shall transfer the following surety bond and letter of credit to fund the West Chicago Trust Environmental Cost Account for the REF as follows:

a. Debtors shall convert to cash Bond No. 2971100-2630 ("REF Surety Bond") and on the Effective Date, transfer the $15,000,000.00 in total funds from the cancelled REF Surety Bond to the West Chicago Trust Environmental Cost Account for the REF to fund future Environmental Actions and certain past and future oversight costs of IEMA at the REF; and

b. Debtors shall convert to cash Letter of Credit No. CPCS-648701 ("REF Letter of Credit") and, on the Effective Date, transfer the $24,797,247.65 in total funds from the cancelled REF Letter of Credit to the West Chicago Trust Environmental Cost Account for the REF to fund future Environmental Actions and certain past and future oversight costs of IEMA at the REF.

iii. On the Effective Date, Debtors shall make a payment of $306,488.00 to fund future Environmental Actions and certain future oversight costs of the State of Illinois and US EPA with respect to the Owned RAS Properties, to be deposited in a West Chicago Trust Environmental Cost Account for the Owned RAS Properties.

iv. On the Effective Date, Debtors shall make a payment of $77,240.00 to fund future Environmental Actions to be deposited in a West Chicago Trust Work Account for the Non-Owned RAS Properties. Funds in the West Chicago Trust Work Account for the Non-Owned RAS Properties may not be used for future oversight costs of the State of Illinois and US EPA with respect to the Non-Owned RAS Properties.

v. On the Effective Date, Debtors shall make a payment of $1,670,090.00 to fund future Environmental Actions to

be deposited in a West Chicago Trust Work Account for Kress Creek. Funds in the West Chicago Trust Work Account for Kress Creek may not be used for future oversight costs of the State of Illinois and US EPA with respect to Kress Creek.

vi. On the Effective Date, and as set forth in Paragraph 9 of the Kress Creek Settlement Agreement, Debtors shall transfer the funds remaining in the third-party escrow account established under the Kress Creek Settlement Agreement to either the West Chicago Trust Environmental Cost Account for the Owned RAS Properties, the West Chicago Trust Work Account for the Non-Owned RAS Properties, or to the West Chicago Trust Work Account for Kress Creek, pursuant to written instructions to be provided by US EPA before the Effective Date.

105. West Chicago Lead Agencies

a. For purposes of this Settlement Agreement, the Lead Agencies for the West Chicago Trust Sites are as follows:

REF	IEMA
Kress Creek	US EPA
RAS Properties	US EPA

b. For purposes of this Settlement Agreement, the Non-Lead Agency for Kress Creek and the RAS Properties are as follows:

Kress Creek	IEPA
RAS Properties	IEPA

The Lead Agency for a West Chicago Trust Site shall consult with the Non-Lead Agency for that Site relating to approval of the budget or requests for funding for cleanup of the Site if such consultation is requested. US EPA and the State of Illinois may provide the West Chicago Trustee/Licensee with joint written notice that the Lead Agency for a West Chicago Trust Site has changed.

c. The West Chicago Trustee/Licensee, IEMA, IEPA and US EPA shall designate a contact for each West Chicago Trust Site. Upon request, the

West Chicago Trustee/Licensee shall provide to IEMA, IEPA, and US EPA electronic or paper copies of technical memoranda, scopes of work, work plans, progress reports, and cost estimates and cost expenditures as the West Chicago Trustee/Licensee distributes those documents to the Lead Agency for each West Chicago Trust Site. Upon request, the West Chicago Trustee/Licensee shall also provide copies of each West Chicago Environmental Cost Account and Work Account statement, work schedule, and budget to IEMA, IEPA, and US EPA, as those documents are generated. IEMA, IEPA or US EPA may contact each other or the West Chicago Trustee/Licensee for information purposes. However, each Lead Agency fully reserves its authority, rights and responsibilities to make decisions regarding its respective Work Chicago Trust Environmental Cost Account or Work Account. The West Chicago Trustee/Licensee shall also provide an update on completed and scheduled work and other activities, especially of interest to the public, related to their respective West Chicago Trust Site(s) at the regularly scheduled Intergovernmental Forum.

d. Within 90 days following the Effective Date in the first year and thereafter by January 1 of each year following the Effective Date, the West Chicago Trustee/Licensee shall provide to US EPA and IEMA a statement for each of the West Chicago Trust Environmental Cost and Work Accounts showing the balance of each cost account and proposed budget for the coming year. The Lead Agency shall have the authority to approve or disapprove the proposed budget for the relevant West Chicago Trust Environmental Cost or Work Account after consultation with the Non-Lead Agency, if such consultation is requested.

e. The West Chicago Trustee/Licensee shall pay funds from the West Chicago Trust Environmental Cost Accounts for the REF and the Owned RAS Properties to the Lead Agency making a written request for funds for reimbursement within 10 days following such request, for costs incurred for the REF or the Owned RAS Properties. Such written request shall: (i) be in accordance with the approved budget set forth in Subparagraph 105(d) above, (ii) specify what the funds were used for and (iii) certify that they were used only for Environmental Actions and certain past costs and future oversight costs incurred after the Effective Date by the Lead Agency with respect to that Site. The West Chicago Trustee/Licensee shall also pay funds from the West Chicago Trust Environmental Cost Account for the Owned RAS Properties to the Non-Lead Agency making a written request for funds within 30 days following such request where the Lead Agency has requested the assistance of the Non-Lead Agency with respect to that Site. Such written request shall: (i) be in accordance with the approved budget set forth in Subparagraph 105(d) above, (ii) specify what the funds were used for, and (iii) certify that they were used only for Environmental Actions performed and/or oversight costs incurred after the Effective Date by the Non-Lead Agency with respect to the Owned RAS Properties.

f. The West Chicago Trustee/Licensee shall pay funds from the West Chicago Trust Work Accounts for Kress Creek and the Non-Owned RAS Properties to the Lead Agency making a written request for funds for reimbursement within 30 days following such request. Such written request shall: (i) be in accordance with the approved budget set forth in Subparagraph 105(d) above, (ii) specify what the funds were used for, and (iii) certify that they were used only for Environmental Actions.

The West Chicago Trustee/Licensee shall also pay funds from the West Chicago Trust Work Accounts for Kress Creek and the Non-Owned RAS Properties to the Non-Lead Agency making a written request for funds within 30 days following such request where the Lead Agency has requested the assistance of the Non-Lead Agency with respect to either Site. Such written request shall: (i) be in accordance with the approved budget set forth in Subparagraph 105(d) above, (ii) specify what the funds were used for, and (iii) certify that they were used only for Environmental Actions performed by the Non-Lead Agency with respect to Kress Creek or the Non-Owned RAS Properties, and will not be used to reimburse the Lead Agency or the Non-Lead Agency for oversight costs. The funds paid pursuant to this Subparagraph may not be used to reimburse the Lead Agency or Non-Lead Agency for oversight costs.

g. In the case of requests by the Lead Agency to the West Chicago Trustee/Licensee to use the funds from a particular West Chicago Trust Environmental Cost or West Chicago Trust Work Account to perform Environmental Actions in accordance with the approved budget set forth in Subparagraph 105(d) above, the West Chicago Trustee/Licensee shall utilize the funds and interest earned thereon from that West Chicago Trust Environmental Cost or West Chicago Trust Work Account to undertake such work promptly and in accordance with any schedule approved by the Lead Agency. The West Chicago Trustee/Licensee shall seek the approval of the Lead Agency of any contractor hired by the West Chicago Trustee/Licensee and any work plans to be undertaken by the West Chicago Trust under the oversight of the Lead Agency, unless the Lead Agency has provided a written waiver of such approval or

requirements. The West Chicago Trustee/Licensee shall require liability insurance as set forth in the West Chicago Trust Agreement from each contractor hired to perform work.

106. The West Chicago Trustee/Licensee shall ensure that all Title X reimbursements received by the West Chicago Trust after the Effective Date from the Department of Energy shall be deposited in the West Chicago Title X Account.

107. Transfers of Funds from the West Chicago Trust Accounts

a. Transfers from the West Chicago Administrative Account. US EPA, IEMA and the Local Communities may jointly direct the West Chicago Trustee/Licensee to transfer 30% of the funds deposited in the West Chicago Administrative Account pursuant to Subparagraph 104(b) into the West Chicago Trust Work Account for Kress Creek.

b. Transfers from the West Chicago Environmental Cost Account for the REF. To facilitate completion of Environmental Actions at Kress Creek in a timely manner, IEMA authorizes the West Chicago Trustee/Licensee to transfer up to a total of $14,000,000.00 in funds from the West Chicago Trust Environmental Cost Account for the REF to the West Chicago Trust Work Account for Kress Creek to pay for transportation and disposal costs as follows:

i. First, within 30 days after the Effective Date, and upon receipt and review of applicable invoices for costs incurred for transportation and disposal during the 2010 construction season through the Effective Date, the West Chicago Trustee shall transfer funds in the total amount of transportation and disposal invoices during the 2010 construction season through the Effective Date, from the West Chicago Trust Environmental Cost Account for the REF to the West Chicago Trust Work Account for Kress Creek; and

ii. Second, upon receipt of an invoice or invoices for transportation and disposal costs of materials from Kress Creek, the Owned RAS Properties, and the Non-Owned RAS Properties

that were incurred after the Effective Date, the West Chicago Trustee shall transfer the amount of the invoices due and owing from the West Chicago Trust Environmental Cost Account for the REF to the West Chicago Trust Work Account for Kress Creek to provide for payment pursuant to the terms of the invoice(s).

The West Chicago Trustee/Licensee shall maintain funds in the West Chicago Trust Environmental Cost Account for the REF as long as possible in order to provide for the generation of interest consistent with the terms of the invoices. If any portion of the transferred REF funds remains after payment of all transportation and disposal costs described herein, those funds shall be returned to the West Chicago Trust Environmental Cost Account for the REF.

c. Transfers from the West Chicago Title X Account. In the event that the West Chicago Trustee/Licensee is directed to transfer funds deposited in the West Chicago Administrative Account into the West Chicago Trust Work Account for Kress Creek, as provided in Subparagraph 107(a) above, any funds that become available to the West Chicago Trust Title X Account shall be transferred to the West Chicago Administrative Account until such time as the funds transferred by Subparagraph 107(a) are restored (with no provision for interest).

d. Subject to Subparagraph 107(c) above, the West Chicago Trustee/Licensee shall allocate any funds from the West Chicago Trust Title X Account as money becomes available according to the following priority list: (i) first, to the West Chicago Trust Work Account for Kress Creek, in a total amount not to exceed $17,000,000.00 (including Title X reimbursements relating to approved reimbursement requests submitted to DOE after April 1, 2010); (ii) second, to the West Chicago Environmental Cost Account for the REF to replenish the West Chicago Environmental Cost Account for the REF in the amount of funds previously transferred to the West

Chicago Trust Work Account for Kress Creek; (iii) third, to the West Chicago Trust Environmental Cost Account for the Owned RAS Properties or to the West Chicago Trust Work Account for the Non-Owned RAS Properties, to fund Site evaluations and/or to fund remaining Environmental Actions identified as of the Effective Date; (iv) fourth, to the West Chicago Special Account to replenish the balance of the Special Account up to the amount contained in the Special Account at the Effective Date, provided, however, that the Special Account shall be reimbursed first unless the West Chicago Trustee/Licensee determines, with the approval of US EPA and IEMA, that any of the other West Chicago Trust Sites has a need for additional funding for remaining Environmental Actions; (v) fifth, to the extent allowed by law, to reimburse all Superfund monies provided to any of the West Chicago Trust Work Accounts, if any, in full or in part; (vi) sixth, with the approval of US EPA and IEMA, to the Multistate Trust Environmental Cost Account for any Site located in Illinois; (vii) seventh, in accordance with instructions to be provided by the United States Department of Justice and the relevant States, to the Henderson Trust Environmental Cost Account, the Cimarron Trust Environmental Cost Account, the Savannah Trust Environmental Cost Account, or any of the Multistate Trust Environmental Cost Accounts or Work Accounts if there are remaining Environmental Actions to be performed at the Owned Funded Sites or the Non-Owned Service Stations and a need for additional trust funding, with the allocation among such Environmental Cost or Work Accounts to be determined by the projected shortfall of performing such remaining Environmental Actions; (viii) eighth, to Non-Owned Sites with a need for additional funding beyond the distributions received

pursuant to Paragraph 117 and from the Anadarko Litigation Proceeds; and (ix) ninth, to the Superfund;

e. Transfer of Funds from the West Chicago Trust Environmental Cost Accounts and Work Accounts upon Completion of Environmental Actions:

After US EPA, IEMA and/or IEPA have confirmed to the West Chicago Trustee that all final actions have been completed, and all final costs have been disbursed to a West Chicago Trust Site, any funds remaining in that Site's Environmental Cost Account or Work Account shall be transferred in the following order: (i) first, to the West Chicago Trust Work Account for Kress Creek to fund remaining Environmental Actions at Kress Creek; (ii) second, to the West Chicago Environmental Cost Account for the REF to replenish that account in the amount of funds transferred to the West Chicago Trust Work Account for Kress Creek; (iii) third, to the West Chicago Trust Environmental Cost Account for the Owned RAS Properties or the West Chicago Trust Work Account for the Non-Owned RAS Properties, to fund Site evaluations and/or to fund remaining Environmental Actions identified as of the Effective Date; (iv) fourth, to the West Chicago Special Account to replenish the balance of the Special Account up to the amount contained in the Special Account at the Effective Date, or to any of the other West Chicago Trust Sites, provided, however, that the Special Account shall be reimbursed first unless the West Chicago Trustee/Licensee determines, with the approval of US EPA and IEMA, that any of the other West Chicago Trust Sites has a need for additional funding for remaining Environmental Actions; (v) fifth, to the extent allowed by law, to reimburse all Superfund monies provided to any of the West Chicago Trust Work Accounts, if any, in full or in part; (vi), sixth, with the approval of US EPA and

IEMA, to the Multistate Trust Environmental Cost Account for any Site located in Illinois; (vii) seventh, in accordance with instructions to be provided by the United States Department of Justice and the relevant States, to the Henderson Trust Environmental Cost Account, the Cimarron Trust Environmental Cost Account, the Savannah Trust Environmental Cost Account, or any of the Multistate Trust Environmental Cost Accounts or Work Accounts if there are remaining Environmental Actions to be performed at Owned Sites or certain Non-Owned Sites in those Trusts and a need for additional trust funding, with the allocation among such Environmental Cost or Work Accounts to be determined by the projected shortfall of performing such remaining Environmental Actions; (viii) eighth, to Non-Owned Sites with a need for additional funding beyond the distributions received pursuant to Paragraph 117 and from the Anadarko Litigation Proceeds; and (ix) ninth, to the Superfund.

f. Annually, beginning with the first year after the Effective Date, the West Chicago Trustee/Licensee shall provide the United States and the State of Illinois with an update of anticipated future Administrative Costs of the West Chicago Trust. The United States Department of Justice may thereafter instruct in writing after consultation with the State of Illinois and the West Chicago Trustee/Licensee that any conservatively projected surplus funding in the West Chicago Trust Administrative Account be transferred to one or more of the other West Chicago Trust Environmental Cost Accounts or West Chicago Trust Work Accounts established under this Settlement Agreement for a West Chicago Trust Site if there are remaining actions to be performed and with a need for additional trust funding or, to the extent there are no such remaining actions, as described in clauses (i)-(ix) in the immediately preceding Subparagraph. If

there is an anticipated shortfall in the West Chicago Trust Administrative Account based on anticipated future Administrative Costs of the West Chicago Trust, funds in any of the West Chicago Trust Environmental Cost Accounts may be transferred to the West Chicago Trust Administrative Account, upon the joint direction of the Lead Agency and the Non-Lead Agency, if applicable, for the respective Environmental Cost Account.

g. Notwithstanding any other provision in this Settlement Agreement, with respect to any West Chicago Trust Environmental Cost Account or Work Account, in no event shall funds be removed from an account without the express written consent of the Lead Agency for that account, except that IEMA hereby approves the transfer of funds from the West Chicago Environmental Cost Account for the REF to the West Chicago Trust Work Account for Kress Creek pursuant to Subparagraph 107(b) above.

h. Debtors shall continue, at their own expense, to maintain ongoing environmental activities being performed by Debtors pursuant to injunctive, compliance, and regulatory obligations and requirements at a West Chicago Trust Site, including all obligations set forth in the Kress Creek Settlement Agreement and the REF License until the Effective Date, including, but not limited to, environmental monitoring activities; provided, however, if unanticipated environmental activities are required to be performed by Debtors prior to the Effective Date, Debtors will cooperate with the Lead Agency in determining a commercially reasonable course of action.

108. As provided by Paragraph 6 of the Kress Creek Settlement Agreement, US EPA, at its discretion, may transfer funds from the Kress Creek/West Branch DuPage River Superfund Site Special Account to the West Chicago Trust Work

Account for Kress Creek or to the West Chicago Trust Work Account for the Non-Owned RAS Properties, to be used by the West Chicago Trustee to conduct or finance response actions at or in connection with the West Chicago Trust Sites.

109. West Chicago Trust Miscellaneous Provisions

a. The West Chicago Trustee/Licensee shall at all times seek to have the West Chicago Trust treated as a "qualified settlement fund" as that term is defined in Treasury Regulation section 1.468B-1. For purposes of complying with Section 468B(g)(2) of the Internal Revenue Code of 1986, as amended, this Settlement Agreement shall constitute a Consent Decree between the parties. Approval of the Court, as a unit of the District Court, shall be sought, and the Court shall retain continuing jurisdiction over the West Chicago Trust and West Chicago Trust Accounts sufficient to satisfy the requirements of Treasury Regulation section 1.468B-1. The West Chicago Trustee/Licensee shall cause any taxes imposed on the earnings of the West Chicago Trust to be paid out of such earnings and shall comply with all tax reporting and withholding requirements imposed on the West Chicago Trust under applicable tax laws. The West Chicago Trustee/Licensee shall be the "administrator" of the West Chicago Trust pursuant to Treasury Regulation section 1.468B-2(k)(3). To the extent that the Debtors choose to make a Grantor Trust Election with respect to the West Chicago Trust, the West Chicago Trustee/Licensee shall provide reasonable cooperation to the Debtors as needed to facilitate such election. For the avoidance of doubt, any such Grantor Election is for tax purposes only and shall in no way affect the substantive rights and obligations of the parties under this Settlement Agreement or the West Chicago Trust Agreement.

b. The administrative funds within the West Chicago Trust Administrative Account shall be used by the West Chicago Trustee/Licensee for Administrative Costs, except as set forth in Subparagraph 107(a) above. Within 90 days following the Effective Date in the first year and thereafter by January 1 of each year, the West Chicago Trustee/Licensee shall provide the United States and the State of Illinois with an annual budget for administration of the West Chicago Trust for review and approval or disapproval by the United States and the State of Illinois.

c. In no event shall any of the West Chicago Trust Parties be held liable to any third parties for any liability, action, or inaction of any other party, including Debtors or any other West Chicago Trust Party.

d. The West Chicago Trustee/Licensee shall implement any institutional controls or deed restrictions requested by the United States and the Illinois EPA with respect to the Owned RAS Properties, and any institutional controls or deed restrictions requested by IEMA with respect to the REF. Additionally, the West Chicago Trustee/Licensee shall abide by the terms of any institutional controls or deed restrictions in place or of record as to the REF and the Owned RAS Properties.

e. In the event that the Court finds that the West Chicago Trustee/Licensee in any material respect, as a result of negligence, exacerbates or aggravates hazardous conditions at any of the West Chicago Trust Sites, is seriously or repeatedly deficient or late in performance of the work or violates the provisions of this Settlement Agreement, the West Chicago Trust Agreement or other related implementation agreements, the United States and the State of Illinois may jointly direct

that: (i) the West Chicago Trustee/Licensee be replaced in accordance with the West Chicago Trust Agreement; or (ii) all remaining funds and future recoveries in the West Chicago Trust be paid to the United States or to the State of Illinois to be used in accordance with the terms of this Settlement Agreement.

f. The West Chicago Trust is intended to be governed by the terms of this Settlement Agreement and the West Chicago Trust Agreement and shall not be subject to any provision of the Uniform Custodial Trust Act as adopted by any state, now or in the future.

g. The West Chicago Trustee/Licensee may resign from its trusteeship generally and without cause giving not less than 120 days prior written notice thereof to the Court, the United States (including US EPA), the State of Illinois (including IEMA) and the Local Communities, provided however, that in the event a suitable replacement is not found and approved by the United States, the State of Illinois (including IEMA), and the Local Communities within 120 days after such written notice is provided, the West Chicago Trustee/Licensee's resignation shall not become effective and the West Chicago Trustee/Licensee shall continue to function in its capacity as Trustee/Licensee until a suitable replacement is found and approved by the United States, the State of Illinois (including IEMA), and the Local Communities.

110. The West Chicago Trustee/Licensee shall provide the United States, the State of Illinois, and their representatives and contractors access to all portions of the West Chicago Trust Sites at all reasonable times for the purposes of conducting Environmental Actions at or near the West Chicago Trust Sites. With respect to Kress Creek, the West Chicago Trustee/Licensee shall also provide the Forest Preserve District

of DuPage County and their representatives and contractors access to all portions of the Site at all reasonable times for the purposes of conducting Environmental Actions at or near the Site. The West Chicago Trustee/Licensee shall execute and record with the appropriate recorder's office any easements or deed restrictions requested by the United States and IEPA for restrictions on use of the Owned RAS Properties, or requested by IEMA for restrictions on the use of the REF, in order to protect public health, welfare or safety or the environment or ensure non-interference with or protectiveness of any action. Any existing easements or deed restrictions of record as to the West Chicago Owned Sites prior to the Effective Date of this Settlement Agreement shall survive the Settlement Agreement.

111. The United States and the State of Illinois may at any time propose in writing to take ownership of the Owned RAS Properties or any part thereof. Any such proposed transfer and the terms thereof are subject to approval in writing by the United States and the State of Illinois (after consultation with the West Chicago Trustee/Licensee). The West Chicago Trustee/Licensee may, at any time, seek the approval of the United States and the State of Illinois for the sale or lease or other disposition of all or part of the Owned RAS Properties. The West Chicago Trustee/Licensee shall also take all necessary steps to effectuate the transfer of the REF to the City of West Chicago, as set forth in Subparagraph 96(vii) above. However, neither the United States nor the State of Illinois shall be required to accept an ownership interest in remaining properties upon termination of the West Chicago Trust.

112. Subject to the approval of the United States and the State of Illinois, the West Chicago Trustee/Licensee may propose a sale, lease, or disposition of

the Owned RAS Properties that includes funding from, or the retention of some portion of liability by, the West Chicago Trust Environmental Cost Account for the Owned RAS Properties and/or the West Chicago Trust Administrative Account, provided that the net effect of any proposed sale, lease or disposition is to lessen the West Chicago Trust's total financial obligations and liabilities as would otherwise be incurred in the absence of any such sale, lease, or disposition. In the event of any approved sale or lease or other disposition under this Paragraph, any net proceeds from the sale or lease or other disposition shall be paid to the West Chicago Trust Environmental Cost Account for the Owned RAS Properties and/or the West Chicago Trust Administrative Account in a proportion approved by the United States and the State of Illinois in writing.

113. None of the West Chicago Trust Parties shall be personally liable unless the Court, by a final order that is not reversed on appeal, finds that it committed acts that were grossly negligent, and/or committed fraud or willful misconduct after the Effective Date in relation to the West Chicago Trustee/Licensee's duties. There shall be an irrebuttable presumption that any action taken or not taken with the approval of the Court does not constitute gross negligence, or an act of fraud or willful misconduct. Any judgment against a West Chicago Trust Party and any costs of defense relating to any West Chicago Trust Party shall be paid from the West Chicago Trust Environmental Cost Account or West Chicago Trust Work Account for the relevant Site or the West Chicago Trust Administrative Account without the West Chicago Trust Party having to first pay from its own funds for any personal liability or costs of defense, <u>unless</u> a final order of the Court, that is not reversed on appeal, determines that it committed acts that were grossly negligent, and/or committed fraud or willful misconduct in relation to the West

Chicago Trust Party's duties. However, any payment shall be limited to funds in the West Chicago Trust Environmental Cost Account or Work Account for the relevant West Chicago Trust Site or the West Chicago Trust Administrative Account.

114. The West Chicago Trust Parties are exculpated by all persons, including without limitation, holders of claims and other parties in interest, of and from any and all claims, causes of action and other assertions of liability arising out of the ownership of West Chicago Trust Assets and the discharge of the powers and duties conferred upon the West Chicago Trust and/or West Chicago Trustee/Licensee by this Settlement Agreement or any order of court entered pursuant to or in furtherance of this Settlement Agreement, or applicable law or otherwise. No person, including without limitation, holders of claims and other parties in interest, will be allowed to pursue any claims or cause of action against any West Chicago Trust Party for any claim against Debtors, for making payments in accordance with this Settlement Agreement or any order of court, or for implementing the provisions of this Settlement Agreement or any order of court. Nothing in this Paragraph or this Settlement Agreement shall preclude the United States, the State of Illinois, or the Local Communities from enforcing the terms of this Settlement Agreement against the West Chicago Trust Parties.

115. Except as may otherwise be provided herein: (a) the West Chicago Trust Parties may rely on, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties; (b) the West Chicago Trust Parties may consult with legal counsel, financial, tax, accounting or other advisors and professionals as they deem

appropriate and shall not be personally liable for any action taken or not taken in accordance with the advice thereof; and (c) persons and entities dealing with the West Chicago Trust Parties shall look only to the West Chicago Trust Assets that may be available to them consistent with this Settlement Agreement and the West Chicago Trust Agreement to satisfy any liability incurred by the West Chicago Trust Parties to such person in carrying out the terms of this Settlement Agreement or any order of the Court, and the West Chicago Trust Parties shall have no personal obligations to satisfy any such liability other than as provided in Paragraph 113. For the avoidance of doubt, the West Chicago Trustee/Licensee shall have no obligation to perform work required by the License obtained pursuant to this Settlement Agreement and the West Chicago Trust Agreement if the cost of such work exceeds the value of the West Chicago Environmental Cost Account for the REF.

116. Neither the United States, the State of Illinois, the Local Communities, nor any of Debtors or Reorganized Tronox shall be deemed to be an owner, operator, trustee, partner, agent, shareholder, officer, or director of the West Chicago Trust or the West Chicago Trust Parties, or to be an owner or operator of any of the West Chicago Trust Sites on account of this Settlement Agreement or actions contemplated thereby.

X. CASH FUNDING OF ENVIRONMENTAL ACTIONS WITH RESPECT TO CERTAIN NON-OWNED SITES

117. On the Effective Date, Debtors shall make payments in accordance with this Paragraph which, together with the payments the Anadarko Litigation Trustee shall make under Paragraph 125, and with satisfaction of all other obligations of Debtors herein, are in settlement and full satisfaction of all claims of the Governments against

Debtors and Reorganized Tronox with respect to any and all costs of response incurred, or to be incurred, in connection with the following Non-Owned Sites (including but not limited to the liabilities and other obligations asserted in the United States', the Navajo Nation's, the States', and Local Governments' respective Proofs of Claim relating to the Non-Owned Sites). With respect to the payments received by US EPA under this Paragraph, except as provided in Subparagraphs 117(p), (r) and (v), US EPA shall deposit the funds into the Superfund, or into Site-specific special accounts to be retained and used to conduct or finance response actions at or in connection with the relevant Site or to be transferred to the Superfund.

a. Anniston Terminal (Alabama): payment of $6,320.00 on the Effective Date to the State of Alabama in connection with the Anniston Bulk Fuel Terminal in Anniston, Alabama ("Anniston Terminal"). Debtors shall transfer the payment under this Subparagraph pursuant to the instructions set forth in Paragraph 131(a).

b. Birmingham Terminal (Alabama): payment of $179,525.00 on the Effective Date to the State of Alabama in connection with the Birmingham Petroleum Terminal in Birmingham, Alabama ("Birmingham Terminal"). Debtors shall transfer the payment under this Subparagraph pursuant to the instructions set forth in Paragraph 131(a).

c. Mansfield Canyon Site (Arizona): payment of $94,797.00 on the Effective Date to the United States on behalf of the Forest Service in connection with the Mansfield Canyon Watershed Site in the Coronado National Forest in Arizona ("Mansfield Canyon Site"). Debtors shall transfer the payment under this Subparagraph pursuant to the instructions set forth in Paragraph 129.

d. Juniper Mine Site (California): payment of $191,490.00 on the Effective Date to the United States on behalf of the Forest Service in connection with the Juniper Uranium Mine Site in the Sonora Mining District, Tuolumne County, California ("Juniper Mine Site"). Debtors shall transfer the payment under this Subparagraph pursuant to the instructions set forth in Paragraph 129.

e. Brunswick Site (Georgia): payment of $632.00 on the Effective Date to the State of Georgia in connection with the Brunswick Site in Brunswick, Georgia ("Brunswick Site"). Debtors shall transfer the payment under this Subparagraph pursuant to the instructions set forth in Subparagraph 131(b).

f. Lindsay Light Removal Sites (Illinois): payment of $2,724,470.00 on the Effective Date to the United States on behalf of the US EPA in connection with the Lindsay Light Removal Sites in Chicago, Illinois ("Lindsay Light Removal Sites"). Debtors shall transfer the payment under this Subparagraph pursuant to the instructions set forth in Paragraph 129.

g. Streeterville Rights-of-Way (Illinois): payment of $2,692,871.00 on the Effective Date to the United States on behalf of US EPA, in connection with claims filed by the United States on behalf of US EPA and the City of Chicago for the Streeterville Rights-of-Way in Chicago, Illinois ("Streeterville Rights-of-Way"). Debtors shall transfer the payment under this Subparagraph pursuant to the instructions set forth in Paragraph 129, to be transferred to a special account with the Superfund to be retained and used to conduct or finance response actions at or in connection with the Streeterville Rights-of-Way after the Effective Date. US EPA shall make funds received in accordance with this Subparagraph available to the City of Chicago for work conducted under a US EPA-approved workplan and pursuant to a cooperative agreement entered into by US EPA and the City of Chicago for the Streeterville Rights-of-Way, including rights-of-way subsequently acquired by the City of Chicago.

h. DuSable Park (Illinois): payment of $269,287.00 on the Effective Date to the United States on behalf of US EPA, in connection with claims filed by the United States on behalf of US EPA and the Chicago Park District for DuSable Park in Chicago, Illinois ("DuSable Park"). Debtors shall transfer the payment under this Subparagraph pursuant to the instructions set forth in Paragraph 129, to be transferred to a special account with the Superfund to be retained and used to conduct or finance future response actions at or in connection with DuSable Park after the Effective Date. US EPA shall make funds received in accordance with this Subparagraph available to the Chicago Park District for work conducted under a US EPA-approved workplan and pursuant to a cooperative agreement entered into by US EPA and the Chicago Park District for DuSable Park.

i. Decatur Site (Illinois): payment of $632.00 on the Effective Date to the State of Illinois in connection with the Decatur, Illinois Site ("Decatur Site"). Debtors shall transfer the payment under this Subparagraph pursuant to the instructions set forth in Subparagraph 131(c).

j. Mount Vernon Site (Illinois): payment of $94,797.00 on the Effective Date to the State of Illinois in connection with the Creosote Forest Products Site in Mount Vernon, Illinois ("Mount Vernon Site"). Debtors shall transfer the payment under this Subparagraph pursuant to the instructions set forth in Subparagraph 131(c).

k. Kerr-McGee West Chicago NPL Sites (Illinois): On the Effective Date, Debtors shall make the following payments in connection with the RAS Properties, Reed-Keppler Park in West Chicago Illinois, the Sewage Treatment Plant Site

in West Chicago and DuPage County, Illinois, and Kress Creek (collectively, the "Kerr-McGee West Chicago NPL Sites"):

i. payment of $632.00 for NRD costs of the State of Illinois pursuant to the Federal West Chicago Consent Decree. Debtors shall transfer the payment under this Subparagraph pursuant to the instructions set forth in Subparagraph 131(c);

ii. payment of $47,917.00 to the United States on behalf of US EPA, in connection with US EPA's claim for future oversight costs at the Non-Owned RAS Properties and Kress Creek, to be transferred pursuant to the instructions set forth in Paragraph 129; and

iii. payment of $63,198.00 to the United States on behalf of US EPA, in connection with US EPA's claim for past costs at the Kerr-McGee West Chicago NPL Sites, to be transferred pursuant to the instructions set forth in Paragraph 129.

l. Dubach Gas Site (Louisiana): (i) payment of $1,896.00 on the Effective Date to the State of Louisiana in connection with the Dubach Gas Site in Dubach, Louisiana ("Dubach Gas Site"); and (ii) payment of $419.00 to the State of Louisiana for past cost claims in connection with the Site. Debtors shall transfer the payment under this Subparagraph pursuant to the instructions set forth in Subparagraph 131(d).

m. Fireworks Site (Massachusetts): (i) payment of $947,967.00 on the Effective Date to the Commonwealth of Massachusetts for response actions to be performed in connection with the property at and near Forge Pond/Industrial Park, in Hanover, Massachusetts, including environmental activities relating to the migration of hazardous substances emanating from that location ("Fireworks Site"); (ii) payment of $1,896.00 on the Effective Date for reimbursement of the Commonwealth of Massachusetts for pre-petition response action costs incurred in relation to the Fireworks Site; and (iii) payment of $94,797.00 on the Effective Date for NRD (and assessment costs) incurred or to be incurred in relation to the Fireworks Site. Debtors shall make the payments under this Subparagraph in accordance with the instructions set forth in Subparagraphs 131(e)(i), (ii) and (iii), respectively.

n. Hattiesburg Site (Mississippi): payment of $389,310.00 on the Effective Date to the State of Mississippi in connection with the Hattiesburg, Mississippi Site ("Hattiesburg Site"). Debtors shall transfer the payment under this Subparagraph pursuant to the instructions set forth in Subparagraph 131(f).

o. Manville Site (New Jersey): (i) payment of $2,908,702.00 on the Effective Date to the United States on behalf of US EPA in connection with the Federal Creosote Superfund Site in Manville, New Jersey ("Manville Site"); (ii) payment of $394,986.00 on the Effective Date to the State of New Jersey in connection with the

Manville Site; and (iii) and payment of $94,797.00 on the Effective Date to the State of New Jersey with respect to any and all NRD in connection with the Manville Site. Debtors shall transfer the payments under this Subparagraph pursuant to the instructions set forth in Paragraph 129 (the United States on behalf of US EPA) and pursuant to the instructions set forth in Subparagraph 131(h) (the State of New Jersey).

p. Navajo Area Uranium Mines (Multiple States): payment of $12,039,562.00 on the Effective Date to the United States on behalf of the US EPA in connection with the "Navajo Area Uranium Mines" which shall mean: (1) the 49 mines or mining exploration Sites identified as "Designated Navajo Area Mines" on Attachment B, (2) any other uranium mines or uranium mining exploration Sites on Attachment B for which US EPA Region 9 determines that it is the lead region under the terms of the "Memorandum of Agreement Between the Navajo Nation and the U.S. Environmental Protection Agency Regions 6, 8 and 9 Regarding the Implementation of Environmental Standards and Regulations of the Navajo Nation" dated October 9, 1991; and (3) any other uranium mines or uranium mining exploration Sites on Attachment B that US EPA Region 9, after discussions with Navajo Nation, determines may have an impact on or within the Navajo Nation. Debtors shall transfer the payment under this Subparagraph pursuant to the instructions set forth in Paragraph 129. The total amount to be received by US EPA pursuant to this Subparagraph shall be transferred by US EPA to one or more special accounts with respect to the Navajo Area Uranium Mines within the Superfund to be retained and used to conduct or finance response actions at or in connection with the Navajo Area Uranium Mines, or transferred to the Superfund, if there is no remaining work at the Navajo Area Uranium Mines. US EPA and the Navajo Nation Environmental Protection Agency ("Navajo EPA") will continue their ongoing process of prioritizing response actions for the Navajo Area Uranium Mines and will determine lead responsibility for response action at each mine.

q. Welsbach Site (New Jersey): payment of $3,159,890.00 on the Effective Date to the United States on behalf of US EPA in connection with the Welsbach and General Gas Mantle Contamination Superfund Site in Camden and Gloucester City, New Jersey ("Welsbach Site"). Debtors shall transfer the payment under this Subparagraph to the instructions set forth in Paragraph 129.

r. Quivira Mine Site (New Mexico): payment of $1,263,956.00 on the Effective Date to the United States on behalf of US EPA in connection with claims filed on behalf of the US EPA and the Navajo Nation for the Quivira Mine Site. Debtors shall transfer the payment under this Subparagraph pursuant to the instructions set forth in Paragraph 129. The total amount to be received by US EPA pursuant to this Subparagraph shall be transferred by US EPA to one or more special accounts with respect to the Quivira Mine Site within the Superfund to be retained and used to conduct or finance response actions at or in connection with the Quivira Mine Site, or transferred to the Superfund, if there is no remaining work at the Quivira Mine Site.

s. Shiprock Mill Site (New Mexico): payment of $1,231,978.00 on the Effective Date to the Navajo Nation in connection with the

Shiprock Mill Site. Debtors shall transfer the payment under this Subparagraph pursuant to the instructions set forth in Paragraph 130.

t. Toledo Tie Site (Ohio): payment of $191,231.00 on the Effective Date to the United States on behalf of the US EPA in connection with the Toledo Tie Treatment Site in Toledo, Ohio ("Toledo Tie Site"), and payment of $65,625.00 to the State of Ohio in connection with the Site. Debtors shall transfer the payments under this Subparagraph pursuant to the instructions set forth in Paragraph 129 (the United States on behalf of US EPA) and pursuant to the instructions set forth in Subparagraph 131(j) (the State of Ohio).

u. Gore, Kriner/Stigler and Wynnewood Sites (Oklahoma): payment of $94,797.00 on the Effective Date to the State of Oklahoma for all NRD claims in connection with the Gore, Oklahoma Site ("Gore Site"), the Kriner/Stigler, Oklahoma Site ("Kriner/Stigler Site"), and the Wynnewood, Oklahoma Site ("Wynnewood Site"). Debtors shall transfer the payment under this Subparagraph pursuant to the instructions set forth in Subparagraph 131(k).

v. White King/Lucky Lass Site (Oregon): payment of $448,812.00 on the Effective Date to the United States on behalf of the US EPA in connection with the White King/Lucky Lass Mines Superfund Site in Lakeview, Oregon ("White King/Lucky Lass Site"), and payment of the 100% cash value of the $500,000 JPMorgan Letter of Credit for the Site. Debtors shall transfer the payment under this Subparagraph pursuant to the instructions set forth in Paragraph 129, to be transferred to one or more accounts as directed by the United States.

w. Riley Pass Site (South Dakota): payment of $96,082.00 on the Effective Date to the United States on behalf of the US EPA, and payment of $7,272,648.00 on the Effective Date to the United States on behalf of the Forest Service in connection with the North Cave Hills/Riley Pass Mine Site in Harding County, South Dakota ("Riley Pass Site"). Debtors shall transfer the payments under this Subparagraph pursuant to the instructions set forth in Paragraph 129.

x. Flat Top Mine (South Dakota): payment of $631,978.00 on the Effective Date to the United States on behalf of the US EPA in connection with the Flat Top Mine in Ludlow, South Dakota ("Flat Top Mine"). Debtors shall transfer the payment under this Subparagraph pursuant to the instructions set forth in Paragraph 129.

y. Non-Owned Portion of the Moss American NPL Site (Wisconsin): payment of $724,419.00 on the Effective Date to the United States on behalf of US EPA in connection with the Non-Owned Portion of the Moss American NPL Site ("Moss American NPL Site") in Milwaukee, Wisconsin. Debtors shall transfer the payment under this Subparagraph pursuant to the instructions set forth in Paragraph 129.

XI. ADDITIONAL CONSIDERATION

118. In addition to the other payments described above, subject to and in accordance with Article XII.D of the Plan of Reorganization, Debtors shall pay $3,000,000 to such account or accounts as the United States and the State of Nevada may direct. Such amount shall be deemed to satisfy all fees and expenses incurred, directly or indirectly, in connection with the Plan or the Bankruptcy Cases, including, without limitation, (a) all fees and expenses of any legal or financial advisors to the Governments and any consultants or other persons retained or engaged by or on behalf of the Governments and (b) any other out of pocket costs and expenses incurred by the Governments.

XII. ANADARKO LITIGATION TRUST

119. Pursuant to the terms of the Litigation Trust Agreement for Anadarko Litigation to be separately executed ("Anadarko Litigation Trust Agreement"), on the Effective Date, the Debtors will establish a trust and transfer all of their right, title, and interest to the Anadarko Litigation to the Anadarko Litigation Trust.

120. Debtors shall remain responsible for paying all expenses, fees, and other obligations of the Anadarko Litigation incurred on or before the Effective Date. The terms of the Anadarko Litigation Trust Agreement shall provide that the expenses, fees, and other obligations of the Anadarko Litigation Trust incurred at any time after the Effective Date shall be paid from a portion of the cash consideration provided by Debtors under this Settlement Agreement that has been expressly reserved for that purpose, and/or from the proceeds of any recovery in the Anadarko Litigation. In no event shall the

Governments be responsible for paying any expenses, fees, and other obligations of the Anadarko Litigation Trust incurred at any time after the Effective Date.

121. On the Effective Date, and simultaneously with receipt of the payments to the Multistate Trust Accounts, the Savannah Trust Accounts, the Cimarron Trust Accounts, the Henderson Trust Accounts, and the West Chicago Trust Accounts, the Debtors shall make a payment of $25,000,000.00 to fund the costs and expenses of the Anadarko Litigation Trust and the trustee of the Anadarko Litigation Trust ("Anadarko Litigation Trustee").

122. After the Anadarko Litigation Proceeds are distributed to the Owned and Non-Owned Sites as set forth in Paragraphs 124 and 125, any funds left over in the Anadarko Litigation Trust shall be distributed to the Sites in accordance with those allocations, except for those Sites at which no further action is required, whose share shall be distributed pro rata in accordance with those allocations.

123. In addition to the payments made by Debtors to the Multistate Trust, the Cimarron Trust, the Henderson Trust, the Savannah Trust, and the West Chicago Trust as set forth in Paragraphs 10, 38, 55, 80, and 104, and together with the payments under Paragraphs 70, 117 and 118, in settlement and full satisfaction of all claims asserted by the United States on behalf of US EPA, Forest Service, DOI, NOAA and NRC, the Navajo Nation, the States and the Local Governments against Debtors and Reorganized Tronox with respect to any and all costs of response incurred or to be incurred in connection with the Owned Sites and Non-Owned Sites (including but not limited to the liabilities and other obligations in the United States', the Navajo Nation's, the States' and the Local Governments' Proofs of Claim), the Anadarko Litigation

Trustee shall distribute to the Governments and the Multistate Trustee, Savannah Trustee, Cimarron Trustee, Henderson Trustee, and West Chicago Trustee/Licensee the Anadarko Litigation Proceeds. Distributions from the Anadarko Litigation Proceeds for the Owned Funded Sites and Non-Owned Service Stations shall be made in addition to the funding from the Multistate Trust Environmental Cost Accounts, Multistate Trust Work Accounts, Savannah Trust Environmental Cost Account, Henderson Trust Environmental Cost Account, Cimarron Trust Environmental Work Accounts, and West Chicago Trust Environmental Cost Accounts and West Chicago Trust Work Accounts for the Owned Funded Sites and Non-Owned Service Stations, as set forth in Paragraphs 10, 38, 55, 80, and 104. The Anadarko Litigation Proceeds shall be distributed among the Multistate Trust, Savannah Trust, Henderson Trust, Cimarron Trust and West Chicago Trusts for the Owned Funded Sites and Non-Owned Service Stations, and to the Governments for the remaining Non-Owned Sites and Other Sites, as set forth in Paragraphs 124 and 125 below. With respect to the payments received by US EPA under Paragraphs 124 and 125, except as provided in Subparagraphs 124(d), and 125(o), (q) and (u), EPA shall deposit the funds into the Superfund, or into Site-specific special accounts to be retained and used to conduct or finance response actions at or in connection with the relevant Site, or to be transferred to the Superfund. These payments shall be on account of allowed claims of the Governments and/or resolutions of causes of action of the Governments, and shall be allocated as set forth in Paragraphs 124 and 125 below.

124. Distributions of Anadarko Litigation Proceeds With Respect to Owned Funded Sites

a. Birmingport Site (Alabama): The Multistate Trust shall receive, in addition to the distributions to the Multistate Trust Environmental Cost Account described in Subparagraph 10(f)(ii) above, a distribution of 0.01% of the Anadarko Litigation Proceeds. The distribution received under this Subparagraph shall be

deposited in the Multistate Trust Environmental Cost Account for that Site, to be retained and used to conduct or finance Environmental Actions at or in connection with the Site.

b. Mobile Site (Alabama): The Multistate Trust shall receive, in addition to the distributions to the Multistate Trust Environmental Cost Account described in Subparagraph 10(f)(iii) above, a distribution of 6% of the Anadarko Litigation Proceeds. The distribution received under this Subparagraph shall be deposited in the Multistate Trust Environmental Cost Account for that Site, to be retained and used to conduct or finance Environmental Actions at or in connection with the Site.

c. Kerr-McGee Jacksonville Site (Florida):

i. The Multistate Trust shall receive, in addition to the distribution to the Multistate Trust Environmental Cost Account described in Subparagraph 10(f)(iv) above, a distribution of 2% of the Anadarko Litigation Proceeds, to be deposited in the Multistate Trust Environmental Cost Account for the Site, to be retained and used to conduct or finance Environmental Actions at or in connection with the Site. The United States on behalf of US EPA shall also receive a distribution of 0.003% of the Anadarko Litigation Proceeds for past response costs incurred in connection with the Site. The payment to the United States on behalf of US EPA shall be made pursuant to the instructions set forth in Paragraph 129.

ii. The Multistate Trustee will segregate any funds distributed under this Subparagraph to the Multistate Trust Environmental Cost Account (or such amount thereof as remains unspent at that time) (the "Kerr-McGee Jacksonville Anadarko Amount") into a separate account that shall be reserved unspent until US EPA and the State of Florida thereafter notify the Multistate Trustee how the Kerr-McGee Jacksonville Anadarko Amount will be equitably allocated between operation and maintenance and other response action/response costs. At that time, the Multistate Trustee shall divide the Kerr-McGee Jacksonville Anadarko Amount into separate subaccounts within the Multistate Trust Environmental Cost Account for the Kerr-McGee Jacksonville Site for operation and maintenance and other response action/response costs in accordance with the notice provided, and may thereafter release those funds for use (to the extent otherwise consistent with a budget approved pursuant to Subparagraph 12(a) hereof) for the purposes of the respective accounts. Notwithstanding anything to the contrary in this paragraph, at any time US EPA and the State of Florida may jointly authorize the Multistate Trustee to release any or all of the Kerr-McGee Jacksonville Anadarko Amount for use consistent with a budget approved pursuant to Subparagraph 12(V.12.a) hereof without waiting for the allocation process described above;

d. Savannah Facility (Georgia): In settlement and full satisfaction of all claims of the United States on behalf of the US EPA, and the State of Georgia against Debtors and Reorganized Tronox, as described in Paragraph 123 above, and including the civil penalty assessed by the Consent Decree to be filed in United States v. Tronox Pigments (Savannah) Inc., No. CV 408-259 (S.D. Ga.), the Savannah Trust shall receive, in addition to the distribution to the Savannah Trust Environmental Cost Account described in Paragraph 38 above, a distribution of 1% of the Anadarko Litigation

Proceeds, to be deposited in the Savannah Trust Environmental Cost Account for the Savannah Facility, to be retained and used to conduct or finance Environmental Actions at or in connection with the Facility. The State of Georgia shall also receive a distribution of 0.001% of the Anadarko Litigation Proceeds in full satisfaction of its past cost claims with respect to the Facility, to be transferred pursuant to the instructions set forth in Subparagraph 131(b). The United States on behalf of US EPA shall also receive a distribution of 0.01% of the Anadarko Litigation Proceeds to the United States Treasury in full satisfaction of its penalty claim with respect to the Facility, to be transferred pursuant to the instructions set forth in Paragraph 129.

e. Soda Springs Site (Idaho): The Multistate Trust shall receive, in addition to the distribution to the Multistate Trust Environmental Cost Account described in Subparagraph 10(f)(vi) above, a distribution of 2% of the Anadarko Litigation Proceeds. The distribution received under this Subparagraph shall be deposited in the Multistate Trust Environmental Cost Account for the Site to be retained and used to conduct or finance Environmental Actions at or in connection with the Site.

f. Madison Site (Illinois): The Multistate Trust shall receive, in addition to the distributions to the Multistate Environmental Cost Accounts described in Subparagraph 10(f)(vii) above, a distribution of 0.15% of the Anadarko Litigation Proceeds. The distribution received under this Subparagraph shall be deposited in the Multistate Trust Environmental Cost Account for the Site, to be retained and used to conduct or finance Environmental Actions at or in connection with the Site.

g. Sauget Site (Illinois): The Multistate Trust shall receive, in addition to the distributions to the Multistate Environmental Cost Accounts described in Subparagraph 10(f)(viii) above, a distribution of 0.1% of the Anadarko Litigation Proceeds. The distribution received under this Subparagraph shall be deposited in the Multistate Trust Environmental Cost Account for the Site, to be retained and used to conduct or finance Environmental Actions at or in connection with the Site.

h. Indiana Wood Treating Site (Indiana): The Multistate Trust shall receive, in addition to the distributions to the Multistate Trust Environmental Cost Account described in Subparagraph 10(f)(ix) above, a distribution of 0.05% of the Anadarko Litigation Proceeds. The distribution received under this Subparagraph shall be deposited in the Multistate Trust Environmental Cost Account for the Site, to be retained and used to conduct or finance Environmental Actions at or in connection with the Site.

i. Rushville Site (Indiana): The Multistate Trust shall receive, in addition to the distributions to the Multistate Trust Environmental Cost Account described in Subparagraph 10(f)(x) above, a distribution of 0.001% of the Anadarko Litigation Proceeds. The distribution received under this Subparagraph shall be deposited in the Multistate Trust Environmental Cost Account for the Site, to be retained and used to conduct or finance Environmental Actions at or in connection with the Site.

j. Bossier City Site (Louisiana): The Multistate Trust shall receive, in addition to the distribution to the Multistate Trust Environmental Cost Account described in Subparagraph 10(f)(xi) above, a distribution of 0.5% of the Anadarko Litigation Proceeds, to be deposited in the Multistate Trust Environmental Cost Account for the Site, to be retained and used to conduct or finance Environmental Actions at or in connection with the Site. The State of Louisiana shall also receive a distribution of 0.00017% of the Anadarko Litigation Proceeds for past costs incurred in connection with the Site, to be transferred pursuant to the instructions set forth in Subparagraph 131(d).

k. Calhoun Gas Plant (Louisiana): The Multistate Trust shall receive, in addition to the distribution to the Multistate Trust Environmental Cost Account described in Subparagraph 10(f)(xii) above, a distribution of 0.25% of the Anadarko Litigation Proceeds, to be deposited in the Multistate Trust Environmental Cost Account for the Plant, to be retained and used to conduct or finance Environmental Actions at or in connection with the Plant. The State of Louisiana shall also receive a distribution of 0.00017% of the Anadarko Litigation Proceeds for past costs incurred in connection with the Plant, to be transferred pursuant to the instructions set forth in Subparagraph 131(d).

l. Columbus Site (Mississippi):

i. The Multistate Trust shall receive, in addition to the distribution to the Multistate Trust Environmental Cost Account described in Subparagraph 10(f)(xiii) above, a distribution of 1.5% of the Anadarko Litigation Proceeds, to be deposited in the Multistate Trust Environmental Cost Account for the Site to be retained and used to conduct or finance Environmental Actions at or in connection with the Site. The United States on behalf of US EPA shall also receive a distribution of 0.003% of the Anadarko Litigation Proceeds for past response costs incurred in connection with the Site. The payment to the United States on behalf of US EPA shall be made pursuant to the instructions set forth in Paragraph 129.

ii. If the Columbus Site is added to the National Priorities List, the Multistate Trustee will segregate any funds distributed pursuant to this Subparagraph (or such amount thereof as remains unspent at that time) (the "Columbus Anadarko Amount") into a separate account that shall be reserved unspent until US EPA and the State of Mississippi thereafter notify the Multistate Trustee how the Columbus Anadarko Amount will be equitably allocated between operation and maintenance and other response action/response costs. At that time, the Multistate Trustee shall divide the Columbus Anadarko Amount into separate subaccounts within the Multistate Trust Environmental Cost Account for the Columbus Site for operation and maintenance and other response action/response costs in accordance with the notice provided, and may thereafter release those funds for use (to the extent otherwise consistent with a budget approved pursuant to Subparagraph 12(a) hereof) for the purposes of the respective accounts. Notwithstanding anything to the contrary in this paragraph, at any time US EPA and the State of Mississippi may jointly authorize the Multistate Trustee to release any or all of the Columbus Anadarko Amount for use consistent with a budget approved

pursuant to Subparagraph 12(a) hereof without waiting for the allocation process described above.

m. Meridian Site (Mississippi):

i. The Multistate Trust shall receive, in addition to the distribution to the Multistate Trust Environmental Cost Account described in Subparagraph 10(f)(xiv) above, a distribution of 0.5% of the Anadarko Litigation Proceeds. The distribution received under this Subparagraph shall be deposited in the Multistate Trust Environmental Cost Account for the Site to be retained and used to conduct or finance Environmental Actions at or in connection with the Site.

ii. If the Meridian Site is added to the National Priorities List, the Multistate Trustee will segregate any funds distributed pursuant to this Subparagraph (or such amount thereof as remains unspent at that time) (the "Meridian Anadarko Amount") into a separate account that shall be reserved unspent until US EPA and the State of Mississippi thereafter notify the Multistate Trustee how the Meridian Anadarko Amount will be equitably allocated between operation and maintenance and other response action/response costs. At that time, the Multistate Trustee shall divide the Meridian Anadarko Amount into separate subaccounts within the Multistate Trust Environmental Cost Account for the Meridian Site for operation and maintenance and other response action/response costs in accordance with the notice provided, and may thereafter release those funds for use (to the extent otherwise consistent with a budget approved pursuant to Subparagraph 12(a) hereof) for the purposes of the respective accounts. Notwithstanding anything to the contrary in this paragraph, at any time US EPA and the State of Mississippi may jointly authorize the Multistate Trustee to release any or all of the Meridian Anadarko Amount for use consistent with a budget approved pursuant to Subparagraph 12(a) hereof without waiting for the allocation process described above;

n. Kansas City Site (Missouri): The Multistate Trust shall receive, in addition to the distribution to the Multistate Trust Environmental Cost Account described in Subparagraph 10(f)(xv) above, a distribution of 0.5% of the Anadarko Litigation Proceeds. The distribution received under this Subparagraph shall be deposited in the Multistate Trust Environmental Cost Account for the Site, to be retained and used to conduct or finance Environmental Actions at or in connection with the Site. The State of Missouri shall also receive a distribution of 0.033% of the Anadarko Litigation Proceeds for NRD incurred in connection with the Site. The payment to the State of Missouri shall be made pursuant to the instructions set forth in Paragraph 131(g).

o. Springfield Site (Missouri): The Multistate Trust shall receive, in addition to the distribution to the Multistate Trust Environmental Cost Account described in Subparagraph 10(f)(xvi) above, a distribution of 0.5% of the Anadarko Litigation Proceeds, to be deposited in the Multistate Trust Environmental Cost Accounts for the Site, to be retained and used to conduct or finance Environmental Actions at or in connection with the Site. The State of Missouri shall also receive a distribution of 0.117% of the Anadarko Litigation Proceeds for NRD incurred in connection with the

Site. The payment to the State of Missouri shall be made pursuant to the instructions set forth in Paragraph 131(g).

p. Henderson Property (Nevada): The Henderson Trust shall receive, in addition to the distribution to the Henderson Trust Environmental Cost Accounts described in Paragraph 80 above, a distribution of 23.75% of the Anadarko Litigation Proceeds, to be deposited in the Henderson Trust Environmental Account to be retained and used to conduct or finance Environmental Actions at or in connection with the Henderson Property. Notwithstanding the foregoing sentence:

i. BMI/Landwell Offset In General. If the Anadarko Litigation Proceeds are greater than $150 million (the amount by which the Anadarko Litigation Proceeds exceed $150 million, the "Excess Anadarko Proceeds"), then the amount otherwise distributable to the Henderson Trust in respect of the Excess Anadarko Proceeds pursuant to the first sentence of this Subparagraph 124(p) may be reduced by an amount ("BMI/Landwell Offset"), which may be $0, determined by the remainder of this Subparagraph 124(p). The amount of any BMI/Landwell Offset shall be redistributed to the other recipients of distributions under Paragraph 124 (excluding the Henderson Trust), in proportion to the percentages contained in Paragraph 124.

ii. BMI/Landwell Offset if No Sale Event. If no Sale Event has occurred prior to the distribution of the Anadarko Litigation Proceeds, then the amount of the BMI/Landwell Offset shall be equal to the lesser of (x) 25% of the Excess Anadarko Proceeds, and (y) 65% of the value of BMI/Landwell Assets. For this purpose, the United States and the State of Nevada shall provide the Anadarko Litigation Trustee with a joint written notification of the value of the BMI/Landwell Assets. This joint written notification shall conclusively set the value of the BMI/Landwell Assets for the purpose of the BMI/Landwell Offset. The United States and State of Nevada shall jointly agree on a mechanism for determining the value of the BMI/Landwell Assets. For the purpose of this Subparagraph, the value of the BMI/Landwell Assets shall be adjusted by (i) subtracting the amount of any Carrying Costs (defined in Subparagraph 70(d) above), and (ii) adding the amount of any profits realized by the Henderson Trust on the BMI/Landwell Assets, to the extent not already included in the valuation.

iii. Offset Under Certain Circumstances if Sale Event Occurred. If a Sale Event has occurred prior to the distribution of the Anadarko Litigation Proceeds, the amount of the BMI/Landwell Offset shall be the lesser of (x) 25% of the Excess Anadarko Proceeds and (y) 65% of $20 million.

iv. BMI/Landwell Offset if BMI/Landwell Optional Transfer. Notwithstanding anything to the contrary in Subparagraphs 124(p)(i)-(iii), if, before the distribution of the Anadarko Litigation Proceeds, (i) a BMI/Landwell Optional Transfer has occurred or (ii) the Henderson Trustee provides written notice to the Anadarko Litigation Trustee that it shall make a BMI/Landwell Optional Transfer, then the amount of the BMI/Landwell Offset shall be $0.00. The Anadarko Litigation Trustee shall be entitled to withhold an amount equal to the amount of the BMI/Landwell Offset that would otherwise have been payable (the "Withheld BMI/Landwell Amount")

pending the closing of such BMI/Landwell Optional Transfer. Upon such closing, the Withheld BMI/Landwell Amount shall promptly be paid to the Henderson Trust.

q. Bristol Mine Site (Nevada): The Multistate Trust shall receive, in addition to the distribution to the Multistate Trust Environmental Cost Account described in Subparagraph 10(f)(xvii) above, a distribution of 0.003% of the Anadarko Litigation Proceeds, to be deposited in the Multistate Trust Environmental Cost Account for the Site, to be retained and used to conduct or finance Environmental Actions at or in connection with that Site.

r. Caselton Mine Site (Nevada): The Multistate Trust shall receive, in addition to the distribution to the Multistate Trust Environmental Cost Account described in Subparagraph 10(f)(xviii) above, a distribution of 0.15% of the Anadarko Litigation Proceeds, to be deposited in the Multistate Trust Environmental Cost Account for the Site, to be retained and used to conduct or finance Environmental Actions at or in connection with the Site. The United States on behalf of BLM shall also receive a distribution of 0.01% of the Anadarko Litigation Proceeds for past costs incurred in connection with the Site, to be transferred pursuant to the instructions set forth in Paragraph 129.

s. Rome Site (New York): The Multistate Trust shall receive, in addition to the distribution to the Multistate Trust Environmental Cost Account described in Subparagraph 10(f)(xix) above, a distribution of 0.4% of the Anadarko Litigation Proceeds, to be deposited in the Multistate Trust Environmental Cost Account for the Site, to be retained and used to conduct or finance Environmental Actions at or in connection with that Site. The State of New York shall also receive a distribution of 0.002% of the Anadarko Litigation Proceeds for past costs incurred in connection with the Site, and a distribution of 0.003% for NRD incurred in connection with the Site, to be transferred pursuant to the instructions set forth in Subparagraph 131(i).

t. Navassa Site – Non-NRD Claims (North Carolina): The Multistate Trust shall receive, in addition to the distribution to the Multistate Trust Environmental Cost Account described in Subparagraph 10(f)(xx) above, a distribution of 2% of the Anadarko Litigation Proceeds for the United States' claim on behalf of US EPA and for North Carolina's claim, to be deposited in the Multistate Trust Environmental Cost Account for the Site to be retained and used to conduct or finance Environmental Actions at or in connection with the Site, or to be transferred by US EPA to the Superfund. Based on the final response action selected for the Navassa Site, US EPA and the State of North Carolina shall notify the Multistate Trustee as to how the distribution of the Anadarko Litigation Proceeds set forth this Subparagraph will be equitably allocated between operation and maintenance and other response action/response costs. The Multistate Trustee shall thereafter allocate the total distribution of the Anadarko Litigation Proceeds for the Navassa Site in separate subaccounts within the Multistate Trust Environmental Cost Account for the Navassa Site for operation and maintenance and other response action/response costs in accordance with the notice provided. The United States on behalf of US EPA shall also receive a distribution of 0.003% of the Anadarko Litigation Proceeds for past costs

incurred in connection with the Site, to be transferred pursuant to the instructions set forth in Paragraph 129.

u. Navassa Site – NRD Claims (North Carolina): The Joint Navassa Claimants shall receive, in addition to the distribution to the Multistate Trust Environmental Cost Account described in Subparagraph 10(f)(xx) above, an allocated distribution of 0.5% of the Anadarko Litigation Proceeds. The distribution received under this Subparagraph shall be transferred pursuant to the instructions set forth in Paragraph 129, to be subsequently deposited into the DOI NRDAR Fund pursuant to payment instructions to be provided. These funds, and any interest earned thereon, shall be jointly managed by the Joint Navassa Claimants.

v. Cimarron Site (Oklahoma): The Cimarron Trust shall receive, in addition to the distributions to the Cimarron Trust Environmental Cost Account described in Subparagraph 55(e) above, a distribution of 1.75% of the Anadarko Litigation Proceeds, to be allocated as follows: (i) 1.5% for the United States' claim, and (ii) 0.25% for the State of Oklahoma's claim. The distribution for the United States' claim under this Subparagraph shall be deposited in the Cimarron Trust Federal Environmental Cost Account to decommission and remediate the Cimarron Site. The distribution for Oklahoma's claim under this Subparagraph shall be deposited in the Cimarron Trust State Environmental Cost Account to be retained and used to conduct or finance Environmental Actions at or in connection with the Site.

w. Cleveland Site (Oklahoma): The Multistate Trust shall receive, in addition to the distribution to the Multistate Trust Environmental Cost Account described in Subparagraph 10(f)(xxi) above, a distribution of 1% of the Anadarko Litigation Proceeds, to be deposited in the Multistate Trust Environmental Cost Account for the Site, to be retained and used to conduct or finance response Environmental Actions at or in connection with the Site. The State of Oklahoma shall also receive a distribution of 0.16% of the Anadarko Litigation Proceeds for NRD incurred in connection with the Site, to be transferred pursuant to the instructions set forth in Subparagraph 131(k).

x. Cushing Site (Oklahoma): The Multistate Trust shall receive, in addition to the distribution to the Multistate Trust Environmental Cost Account described in Subparagraph 10(f)(xxii) above, a distribution of 2% of the Anadarko Litigation Proceeds, to be deposited in the Multistate Trust Environmental Cost Account for the Site, to be retained and used to conduct or finance Environmental Actions at or in connection with the Site. The State of Oklahoma shall also receive a distribution of 0.06% of the Anadarko Litigation Proceeds for NRD incurred in connection with the Site, to be transferred pursuant to the instructions set forth in Subparagraph 131(k).

y. Texarkana Facility – non-NRD Claims (Texas): The Multistate Trust shall receive, in addition to the distribution to the Multistate Trust Environmental Cost Account described in Subparagraph 10(f)(xxvi) above, a distribution of 0.5% of the Anadarko Litigation Proceeds, to be deposited in the Multistate Trust Environmental Cost

Account for the Facility to be retained and used to conduct or finance Environmental Actions at or in connection with the Facility.

z. Texarkana Facility – NRD Claims (Texas):

i. The United States on behalf of DOI shall receive a distribution of 0.006% of the Anadarko Litigation Proceeds for past costs with respect to the Texarkana Facility. This distribution shall be transferred pursuant to the instructions set forth in Paragraph 129, to be deposited into the DOI NRDAR Fund pursuant to payment instructions to be provided.

ii. The Joint Texarkana Claimants shall receive a distribution of 0.3% of the Anadarko Litigation Proceeds for NRD with respect to the Texarkana Facility. This distribution shall be transferred pursuant to the instructions set forth in Paragraph 129, to be deposited into the DOI NRDAR Fund pursuant to payment instructions to be provided.

iii. The State of Texas Trustees shall receive a distribution of 0.16% of the Anadarko Litigation Proceeds for NRD and past costs with respect to the Texarkana Facility to be transferred pursuant to the instructions set forth in Subparagraph 131(l).

aa. Beaumont Site (Texas): The Multistate Trust shall receive, in addition to the distribution to the Multistate Trust Environmental Cost Accounts described in Subparagraph 10(f)(xxiv) above, a distribution of 0.5% of the Anadarko Litigation Proceeds, to be deposited in the Multistate Trust Environmental Cost Account for the Site, to be retained and used to conduct or finance Environmental Actions at or in connection with the Site.

bb. Owned Service Stations (Multiple States): The Multistate Trust shall receive, in addition to the distribution to the Multistate Trust Environmental Cost Account for Service Stations described in Subparagraph 10(f)(xxvii) above, a distribution of 0.15% of the Anadarko Litigation Proceeds, to be deposited in the jointly managed Multistate Trust Environmental Cost Account for Owned Service Stations, to be retained and used to conduct or finance Environmental Actions at or in connection with the Owned Service Stations.

cc. Environmental Response Trusts

i. The Multistate Trust shall receive a distribution of 1.155% of the Anadarko Litigation Proceeds, to be deposited in the Multistate Trust Administrative Account.

ii. The Savannah Trust shall receive a distribution of 0.285% of the Anadarko Litigation Proceeds, to be deposited in the Savannah Trust Administrative Account.

iii. The Cimarron Trust shall receive a distribution of 0.089% of the Anadarko Litigation Proceeds, to be deposited in the Cimarron Trust Administrative Account.

iv. The Henderson Trust shall receive a distribution of 1.25% of the Anadarko Litigation Proceeds, to be deposited in the Henderson Trust Administrative Account.

125. Distributions of Anadarko Litigation Proceeds With Respect to Certain Non-Owned Sites

a. Anniston Terminal (Alabama): The State of Alabama shall receive, in addition to the distribution described in Subparagraph 117(a) above, a distribution of 0.01% of the Anadarko Litigation Proceeds. The distribution received under this Subparagraph shall be transferred pursuant to the instructions set forth in Subparagraph 131(a).

b. Birmingham Terminal (Alabama): The State of Alabama on shall receive, in addition to the distribution described in Subparagraph 117(b) above, receive a distribution of 0.1% of the Anadarko Litigation Proceeds. The distribution received under this Subparagraph shall be transferred pursuant to the instructions set forth in Subparagraph 131(a).

c. Mansfield Canyon Site (Arizona): The United States on behalf of the Forest Service shall receive, in addition to the distribution described in Subparagraph 117(c) above, a distribution of 0.15% of the Anadarko Litigation Proceeds. The distribution received under this Subparagraph shall be transferred pursuant to the instructions set forth in Paragraph 129.

d. Juniper Mine Site (California): The United States on behalf of the Forest Service shall receive, in addition to the distribution described in Subparagraph 117(d) above, the following distributions of the Anadarko Litigation Proceeds: (i) 0.25% for response actions to be performed in connection with the Site; and (ii) 0.053% for pre-petition response action costs incurred in relation to the Site. The distribution received under this Subparagraph shall be transferred pursuant to the instructions set forth in Paragraph 129.

e. Brunswick Site (Georgia): The State of Georgia shall receive, in addition to the distribution described in Subparagraph 117(e) above, a distribution of 0.001% of the Anadarko Litigation Proceeds. The distribution received under this Subparagraph shall be transferred pursuant to the instructions set forth in Subparagraph 131(b).

f. Lindsay Light Removal Sites – US EPA Claim (Illinois): The United States on behalf of the US EPA shall receive, in addition to the distribution described in Subparagraph 117(f) above, a distribution of 1.55% of the Anadarko Litigation Proceeds. The distribution received under this Subparagraph shall be transferred pursuant to the instructions set forth in Paragraph 129.

g. Streeterville Rights-of-Way – US EPA and City of Chicago Claims (Illinois): In connection with claims filed by the United States on behalf of US EPA and the City of Chicago, the United States on behalf of US EPA shall receive, in addition to the distribution described in Subparagraph 117(g) above, a distribution of 1% of the Anadarko Litigation Proceeds. The distribution received under this Subparagraph shall be transferred pursuant to the instructions set forth in Paragraph 129, to be transferred to a special account within the Superfund to be retained and used to conduct or finance response actions at or in connection with the Streeterville Rights-of-Way after the Effective Date. US EPA shall make funds received in accordance with this Subparagraph available to the City of Chicago for work conducted under a US EPA-approved workplan and pursuant to a cooperative agreement entered into by US EPA and the City of Chicago for the Streeterville Rights-of-Way, including rights-of-way subsequently acquired by the City of Chicago.

h. DuSable Park – US EPA and Chicago Park District Claims (Illinois): In connection with the claims filed by the United States on behalf of US EPA and the Chicago Park District, the United States on behalf of US EPA shall receive, in addition to the distributions described in Subparagraph 117(h) above, a distribution of 0.15% of the Anadarko Litigation Proceeds. The distribution received under this Subparagraph shall be transferred pursuant to the instructions set forth in Paragraph 129, to be transferred to a special account within the Superfund to be retained and used to conduct or finance response actions at or in connection with DuSable Park after the Effective Date. US EPA shall make funds received in accordance with this Subparagraph available to the Chicago Park District for work conducted under a US EPA-approved work plan and pursuant to a cooperative agreement entered into by US EPA and the Chicago Park District for DuSable Park.

i. Kerr-McGee West Chicago NPL Sites (Illinois): The United States on behalf of the US EPA shall receive, in addition to the distribution described in Subparagraph 104(f) above, a distribution of 0.1% of the Anadarko Litigation Proceeds for past costs incurred by the US EPA at the Kerr-McGee West Chicago NPL Sites, and a distribution of 0.1% for future oversight costs to be incurred by US EPA at the Non-Owned RAS Properties and Kress Creek. The State of Illinois shall also receive a distribution of 0.001% of the Anadarko Litigation Proceeds for NRD at Kress Creek. Distributions to the United States on behalf of the US EPA under this Subparagraph shall be transferred pursuant to the instructions set forth in Paragraph 129, and distributions to the State of Illinois under this Subparagraph shall be transferred pursuant to the instructions set forth in Subparagraph 131(c).

j. Decatur and Mount Vernon Sites (Illinois): The State of Illinois shall receive, in addition to the distributions described in Subparagraphs 117(i) and (j) above, a distribution of 0.151% of the Anadarko Litigation Proceeds, to be allocated as follows: (i) 0.001% for the Decatur Site, and (ii) 0.15% for the Mount Vernon Site. Distributions received by the State of Illinois under this Subparagraph shall be transferred pursuant to the instructions set forth in Subparagraph 131(c).

k. Dubach Gas Site (Louisiana): The State of Louisiana shall receive, in addition to the distribution described in Subparagraph 117(l) above, a distribution of 0.00066% of the Anadarko Litigation Proceeds. The distribution received under this Subparagraph shall be transferred pursuant to the instructions set forth in Subparagraph 131(d).

l. Fireworks Site (Massachusetts): The Commonwealth of Massachusetts shall receive the following distributions of the Anadarko Litigation Proceeds: (i) 1.5% for response actions to be performed in connection with the Fireworks Site; (ii) 0.003% for reimbursement of the Commonwealth of Massachusetts for pre-petition response action costs incurred in relation to the Fireworks Site; and (iii) 0.15% for NRD (including assessment costs) incurred or to be incurred in relation to the Fireworks Site. Distributions required under this Subparagraph shall be made pursuant to the instructions set forth in Subparagraphs 131(e)(i), (ii) and (iii), respectively.

m. Hattiesburg Site (Mississippi): The State of Mississippi shall receive, in addition to the distribution described in Subparagraph 117(n) above, a distribution of 0.1% of the Anadarko Litigation Proceeds. The distribution received under this Subparagraph shall be transferred pursuant to the instructions set forth in Subparagraph 131(f).

n. Manville Site (New Jersey): The United States on behalf of the US EPA shall receive a distribution of 4.85% of the Anadarko Litigation Proceeds for its pre-petition response costs, and the State of New Jersey shall receive a distribution of 0.625% of the Anadarko Litigation Proceeds for its pre-petition response costs. The State of New Jersey shall also receive a distribution of 0.1% of the Anadarko Litigation Proceeds for NRD incurred or to be incurred in connection with the Site. The distribution received by the United States on behalf of the US EPA under this Subparagraph shall be transferred pursuant to the instructions set forth in Paragraph 129. The distribution received by the State of New Jersey for its pre-petition response costs under this Subparagraph shall be transferred pursuant to the instructions set forth in Subparagraph 131(h). The distribution received by the State of New Jersey for NRD under this Subparagraph shall be transferred pursuant to the instructions set forth in Subparagraph 131(h).

o. Navajo Area Uranium Mines (Multiple States): The United States on behalf of the US EPA shall receive, in addition to the distribution described in Subparagraph 117(p) above, a distribution of 20% of the Anadarko Litigation Proceeds. The distribution received under this Subparagraph shall be transferred pursuant to the instructions set forth in Paragraph 129. The total amount to be received by US EPA pursuant to this Subparagraph shall be transferred by US EPA to one or more special accounts with respect to the Navajo Area Uranium Mines within the Superfund to be retained and used to conduct or finance response actions at or in connection with the Navajo Area Uranium Mines, or to the Superfund, if there is no remaining work at the Navajo Area Uranium Mines.

p. Welsbach Site (New Jersey): The United States on behalf of the US EPA shall receive a distribution of 5% of the Anadarko Litigation Proceeds. The distribution received under this Subparagraph shall be transferred pursuant to the instructions set forth in Paragraph 129.

q. Quivira Mine Site (New Mexico): In connection with claims filed by the Navajo Nation and the United States on behalf of US EPA, the United States on behalf of US EPA shall receive, in addition to the distribution set forth in Subparagraph 117(r) above, a distribution of 2% of the Anadarko Litigation Proceeds for the Sites. The distribution received under this Subparagraph shall be transferred pursuant to the instructions set forth in Paragraph 129. The total amount to be received by US EPA pursuant to this Subparagraph shall be transferred by US EPA to one or more special accounts with respect to the Quivira Mine Site within the Superfund to be retained and used to conduct or finance response actions at or in connection with the Quivira Mine Site, or transferred to the Superfund, if there is no remaining work at the Quivira Mine Site.

r. Shiprock Mill Site (New Mexico): The Navajo Nation shall receive, in addition to the distribution described in Subparagraph 117(s) above, a distribution of 1% of the Anadarko Litigation Proceeds. The distribution received under this Subparagraph shall be transferred pursuant to the instructions set forth in Paragraph 130.

s. Toledo Tie Site (Ohio): The United States on behalf of the US EPA shall receive a distribution of 0.113% of the Anadarko Litigation Proceeds, and the State of Ohio shall receive a distribution of 0.102% of the Anadarko Litigation Proceeds. The distribution received by the United States on behalf of the US EPA under this Subparagraph shall be transferred pursuant to the instructions set forth in Paragraph 129. The distribution received by the State of Ohio under this Subparagraph shall be transferred pursuant to the instructions set forth in Subparagraph 131(j).

t. Gore Site, Kriner/Stigler Site and Wynnewood Site (Oklahoma): The State of Oklahoma shall receive, in addition to the distribution described in Subparagraph 117(u) above, a distribution of 0.15% of the Anadarko Litigation Proceeds for any and all NRD-related costs and damages incurred or to be incurred in connection with these Sites. Distributions received by the State of Oklahoma under this Subparagraph shall be transferred pursuant to the instructions set forth in Paragraph 131(k).

u. White King/Lucky Lass Site (Oregon): The United States on behalf of the US EPA shall receive, in addition to the distribution described in Subparagraph 117(v) above, a distribution of 0.25% of the Anadarko Litigation Proceeds. The distribution received under this Subparagraph shall be transferred pursuant to the instructions set forth in Paragraph 129, to be transferred to one or more accounts as directed by the United States.

v. Riley Pass Site (South Dakota): The United States on behalf of the US EPA and the Forest Service shall receive, in addition to the distributions described in Subparagraph 117(w) above, the following distributions from the Anadarko Litigation Proceeds: (i) 0.06% for the claim on behalf of the US EPA, and (ii) 4.053% for the claim on behalf of the Forest Service. The distributions received under this Subparagraph shall be transferred pursuant to the instructions set forth in Paragraph 129.

w. Flat Top Mine (South Dakota): The United States on behalf of the US EPA shall receive, in addition to the distribution described in Subparagraph 117(x) above, a distribution of 1% of the Anadarko Litigation Proceeds. The distribution received under this Subparagraph shall be transferred pursuant to the instructions set forth in Paragraph 129.

x. Non-Owned Portion of the Moss American NPL Site (Wisconsin): The United States on behalf of the US EPA shall receive, in addition to the distribution described in Subparagraph 117(y) above, a distribution of 0.41% of the total Anadarko Litigation. The distribution received under this Subparagraph shall be transferred pursuant to the instructions set forth in Paragraph 129.

y. Non-Owned Service Stations (Multiple States): The Multistate Trust shall receive a distribution of 0.5% of the Anadarko Litigation Proceeds. The distributions received under this Subparagraph shall be deposited in the jointly managed Multistate Trust Environmental Work Account for Non-Owned Service Stations, to be retained and used to conduct or finance response actions at or in connection with the Non-Owned Service Stations.

126. Distributions of Anadarko Litigation Proceeds with Respect to Other Sites for Which the United States and States have Provided Covenants Not to Sue (Multiple States):

a. The Multistate Trust shall receive a distribution of 3% of the Anadarko Litigation Proceeds for Sites identified in Attachments A-3 and B as Other Sites ("Other Sites") to be deposited in a segregated trust account within the Multistate Trust ("Other Sites Account"); provided that if pursuant to Subparagraph 117(p), above, a mine or exploration mining site is a Navajo Area Uranium Mine, then such Site shall not constitute an Other Site, notwithstanding its identification as such in Attachment B. The Multistate Trust shall promptly provide the United States and those States which have provided covenants not to sue or releases for such Other Sites pursuant to Paragraph 137 below, with written notice that the distribution required under this Subparagraph has been transferred to the Other Sites Account.

b. Within 90 days following receiving notice from the Multistate Trustee pursuant to Subparagraph 126(a) above, the United States and the relevant States may submit to the Multistate Trustee requests for funding of Environmental Actions to be performed by the Multistate Trustee with respect to a specified Other Site or for reimbursement of Environmental Actions performed or to be performed by the United States or the States with respect to such Other Site, with

certifications that (a) such funds were and/or will be used only for Environmental Actions performed in connection with the Other Site and (b) the amounts sought to be distributed do not exceed the Debtors' allocable share at that Site. The Multistate Trustee may request additional supporting documentation from the United States and the relevant States to make disbursement determinations pursuant to this Subparagraph. Upon review of the requests, and upon a determination that the certifications are accurate, the Multistate Trustee shall disburse the funds in the Other Sites Account as set forth in Subparagraphs 126(c) and (d) below. To the extent that an Other Site is owned by the Multistate Trust, the Multistate Trustee may provide for funding of Environmental Actions at that Site, pursuant to a workplan approved by either US EPA or the State, from the Other Sites Account on the same terms that the United States or a State would be able to request funding if the United States or a State had given a covenant not to sue for such Other Site.

c. If the total amount of approved requests under Subparagraph 126(b) is less than or equivalent to the total amount in the Other Sites Account, the Multistate Trustee shall make disbursements from the Other Sites Account to fund or reimburse Environmental Actions. If, two years after the distributions for the Other Sites are made under this Subparagraph, any funds remain in the Other Sites Account, the Multistate Trustee shall distribute 10% of the remaining funds to the Multistate Trust Administrative Account, and distribute the remaining 90% among the Owned Funded Sites and Non-Owned Sites (except for the Other Sites) pursuant to the Anadarko Litigation allocations set forth in Paragraphs 124 and 125.

d. If the total amount of approved requests under Subparagraph 126(b) is more than the total amount in the Other Sites Fund, disbursements shall be prorated among approved requests, provided, however, that disbursements for requests for past costs incurred by the United States and the relevant States before the Effective Date shall not exceed more than 10% of the funds in the Other Sites Account, and the Multistate Trustee shall promptly provide notice to the United States and the States that no further requests are being taken.

127. With respect to the claims of the United States on behalf of the US EPA, Forest Service, DOI, NOAA, and NRC, of the Navajo Nation, of the States, and of the Local Governments, only the amount of cash received respectively by each such agency, tribal government, each such State, or each such Local Government for such claims (and net cash received by each such agency, tribal government, or each such State on account of any non-cash distributions) in the Bankruptcy Cases, and not the total amount of the claims asserted in the Governments' Proofs of Claim, shall be credited by each such agency, tribal government, each such State, or each such Local Government to

its account for a particular Site, which credit shall reduce the liability to such agency, tribal government, State, or Local Government of non-settling potentially responsible parties (or responsible parties that have only partially settled their liability) for the particular Site by the amount of the credit.

XIII. SATISFACTION OF DOD CONTRIBUTION CLAIM

128. The payments from Debtors and the distributions from the Anadarko Litigation Trust as paid and distributed to the Commonwealth of Massachusetts pursuant to Subparagraphs 117(m) and 125(l), and the covenant not to sue the United States with respect to the Fireworks Site provided by Debtors and Reorganized Tronox as set forth in Paragraph 148 below, shall be in settlement and full satisfaction of DoD's claims against Debtors and Reorganized Tronox with respect to the Fireworks Site (including, but not limited to the Fireworks I Site portion of the Proof of Claim brought by the United States on behalf of DoD).

XIV. DISTRIBUTION INSTRUCTIONS

129. Cash payments to the United States required in this Settlement Agreement shall be made by FedWire Electronic Funds Transfer ("EFT") to the United States Department of Justice in accordance with written instructions to be provided by the Financial Litigation Unit of the United States Attorney's Office for the Southern District of New York, 86 Chambers Street, New York, New York 10007. At the time of payment a copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter — which shall state that the payment is pursuant to the Settlement Agreement in *In re Tronox, Inc.*, No. 09-10156 (Bankr. S.D.N.Y.) (ALG), and shall refer

to the civil action number and the United States Department of Justice Case Number 90-11-3-09688 — shall be sent by first-class mail to:

EPA Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, Ohio 45268

United States Attorney's Office
Attn: Financial Litigation Unit
86 Chambers Street, Third Floor
New York, New York 10007

United States Department of Justice
Environment and Natural Resources Division
Attn: Chief, Environmental Enforcement Section
P.O. Box 7611
Ben Franklin Station
Washington, DC 20044

Environmental Protection Agency
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, DC 20004

Fund Manager
Natural Resource Damage Assessment and Restoration Fund
Department of the Interior
Office of Natural Resource Restoration
1849 C Street, NW
Mailstop 3548
Washington, DC 20240

Fund Manager
Central Materials Hazardous Fund
Department of the Interior
1849 C. Street, NW
Washington, DC 20240

130. Cash payments to the Navajo Nation required in this Settlement Agreement shall be made to the Navajo Nation Environmental Protection Agency for deposit in the Hazardous Substances Fund, with additional routing instructions to be provided by the Navajo Nation at the time of transfer.

131. Distributions to the States

a. Cash payments to the State of Alabama shall be made by electronic funds transfer as follows:

ACH	062-0000-80
Fed. Wire	111-025-013
Wachovia Account	21 000 3 00 00 282

b. Cash payments to the State of Georgia shall be made pursuant to routing or other instructions to be provided by the State of Georgia prior to transfer.

c. Cash payments to the State of Illinois shall be made as follows:

i. For past costs claims, payment shall be made by certified check or money order payable to the Illinois Environmental Protection Agency for deposit into the Hazardous Waste Fund. The payment shall be sent by first class mail and delivered to: Illinois Environmental Protection Agency, Fiscal Services, 1021 North Grand Avenue East, P.O. Box 19276, Springfield, IL 62794-9276. The name, case number and the Debtor's federal tax identification number shall appear on the face of the certified check or money order. A copy of each certified check or money order and any transmittal letter shall be sent to the Illinois Attorney General at: Environmental Bureau, Illinois Attorney General's Office, 500 South Second Street, Springfield, IL 62706.

ii. For NRD costs, payment shall be made by certified check or money order to the Illinois Department of Natural Resources, Office of Realty & Environmental Planning, One Natural Resources Way, Springfield, IL 62702-1271, for Invoice # 8170-0901.

d. Cash payments to the Louisiana Department of Environmental Quality shall be mailed or delivered to the attention of Account Administrator, Financial Services Division, Louisiana Department of Environmental Quality, P.O. Box 4303, Baton Rouge, Louisiana 70821-4303.

e. Cash payments to the Commonwealth of Massachusetts shall be made as follows:

i. Distributions for post-petition or future response costs received by the Commonwealth of Massachusetts pursuant to Subparagraphs 117(m)(i) and 125(l)(i) for the Fireworks Site shall be paid in the form of a certified or cashier's check payable to the Commonwealth of Massachusetts and referencing Tronox Bankruptcy Settlement – Fireworks Site, Hanover MA (post-petition or future Response Costs). Payment shall be sent to: Cost Recovery, Fees and Revenue Section, Bureau for Waste Site Cleanup, Massachusetts Department of Environmental Protection, One Winter Street, Boston, MA 02108 (Attn: Marc Collins, Branch Chief). Copies of the check shall be sent to: the Office of the Attorney General, Environmental Protection Division, One Ashburton Place, 18th Floor, Boston, MA 02108 (Attn: Carol Iancu), and to the Massachusetts Department of Environmental Protection, Office of General Counsel, One Winter Street, Boston, MA 02108 (Attn: Jennifer Davis). The Commonwealth of Massachusetts shall deposit such distributions in an Expendable Trust established pursuant to Mass. Gen. Laws ch. 6A, § 6, and 801 C.M.R. §§ 50.00, *et seq.*, to be retained and used to conduct or finance response actions at or in connection with the Fireworks Site.

ii. Distributions for pre-petition response costs received by the Commonwealth of Massachusetts pursuant to Subparagraphs 117(m)(ii) and 125(l)(ii) for the Fireworks Site shall be paid in the form of a certified or cashier's check payable to the Commonwealth of Massachusetts and referencing Tronox Bankruptcy Settlement – Fireworks Site, Hanover, MA (pre-petition response costs). Payment shall be sent to the Office of the Attorney General, Environmental Protection Division, One Ashburton Place, 18th Floor, Boston, MA 02108 (Attn: Carol Iancu). Copies of the check shall be sent to: Cost Recovery, Fees and Revenue Section, Bureau for Waste Site Cleanup, Massachusetts Department of Environmental Protection, One Winter Street, Boston, MA 02108 (Attn: Marc Collins, Branch Chief), and to the Massachusetts Department of Environmental Protection, Office of General Counsel, One Winter Street, Boston, MA 02108 (Attn: Jennifer Davis).

iii. Distributions for NRD received by the Commonwealth of Massachusetts pursuant to Subparagraphs 117(m)(iii) and 125(l)(iii) for the Fireworks Site shall be paid in the form of a certified check payable to the Commonwealth of Massachusetts, with a reference to Natural Resource Damages Trust – Account 2000-6020, related to Tronox Bankruptcy Settlement. Payment shall be sent to: Executive Office of Energy and Environmental Affairs, 100 Cambridge Street, Suite 900, Boston, MA 02114 (Attn: Chief Financial Officer). Copies of the check shall be sent to: Massachusetts Department of Environmental Protection, NRD Program, One Winter Street, 8th Floor, Boston, MA 02108 (Attn: Karen Pelto), and Office of the Attorney General, Environmental Protection Division, One Ashburton Place, 18th Floor, Boston, MA 02108 (Attn: Carol Iancu).

f. Cash payments to the State of Mississippi shall be made by electronic funds transfer to Regions Bank, ABA Routing Number 065305436, Account Number 5000023780, with notification to mbishop@treasury.state.ms.us**.**

g. Cash payments to the State of Missouri for NRD shall be made by check payable to "State of Missouri, Natural Resource Protection Fund," and sent to the Collection Specialist, Financial Services Unit, Missouri Attorney General, P.O. Box 899, Jefferson City, Missouri.

h. Cash payments to the State of New Jersey shall be made by check payable to "Treasurer, State of New Jersey" and sent to Richard F. Engel, Deputy Attorney General, Office of the Attorney General, Division of Law, Cost Recovery/Natural Resources Section, Richard J. Hughes Justice Complex, 25 Market Street, P.O. Box 093, Trenton, New Jersey 08625-0093.

i. Cash payments to the State of New York shall be made pursuant to routing or other instructions to be provided by the State of New York prior to transfer.

j. Cash payments to the State of Ohio shall be made by personal check payable to the "State of Ohio**."** The payment should be delivered to: Ohio Attorney General, Environmental Protection Agency, 30 East Broad Street, 2^{5th} Floor, Columbus, Ohio 43215, Attn: Karen Pierson.

k. Cash payments for NRD to the State of Oklahoma shall be made by certified funds check payable to the "State of Oklahoma" and should clearly state either on the certified funds check or in accompanying documentation that such payment is for the State of Oklahoma's NRD claims in the Tronox bankruptcy. The

payment should be delivered to: Oklahoma Office of Attorney General, Attn: Clayton Eubanks, Assistant Attorney General, Environmental Protection Unit, 313 N.E. 21st Street, Oklahoma City, Oklahoma, 73105.

l. Cash payments to the State of Texas for NRD shall be paid in the form of a certified check made payable to the State of Texas and referencing "Tronox NRD" and the identifying number "AG#072484017." The check shall be submitted to: Chief, EPAL, Texas Attorney General's Office, P.O. Box 12548, Austin, Texas, 78711.

132. Cash payments to the Environmental Response Trusts and the Anadarko Litigation Trust under this Settlement Agreement shall be made pursuant to instructions to be provided by the Environmental Response Trustees and the Anadarko Litigation Trustee to Debtors prior to the Effective Date.

XV. OUTSTANDING OBLIGATIONS

133. All obligations of Debtors to perform work pursuant to any outstanding Consent Decree, Consent Order, Unilateral Administrative Order, Agreed Order, Administrative Order on Consent, Administrative Order, or any other order, decree or agreement regarding investigation, remediation, cleanup or oversight with respect to any of the Owned Sites and the Non-Owned Sites, and any statutory, stipulated, or other penalties allegedly due from Debtors as of the Effective Date related to such orders, decrees, or agreements are fully resolved and satisfied, and Debtors shall be removed as a party to such orders or decrees pursuant to the terms hereof on the Effective Date; provided, however, that: (a) all requirements to retain records, Real Property Information and Environmental Information shall remain in full force and effect

in accordance with the requirements of Paragraph 163; (b) all covenants not to sue or releases provided by Debtors in such orders, decrees, or agreements shall remain in full effect, and Debtors and Reorganized Tronox shall continue to be bound thereby; (c) with respect to the Consent Decree for the Moss American Site, *United States v. Kerr-McGee Chemical Corp.*, Civil Actions Nos. 01-C-1396/92-C-6 (E.D. Wi.), the United States and Tronox will file papers with the District Court for the District of Wisconsin to modify the Consent Decree to conform to this Settlement Agreement and remove Kerr-McGee Chemical Corp., predecessor in interest to Tronox, as a party to the Consent Decree after the Effective Date; (d) with respect to the Consent Decree for the White King/Lucky Lass Site, *United States v. Kerr-McGee Chemical Worldwide LLC*, Civil Action No. 04-CV-00032 (D. Or.), the United States and Tronox will file papers with the District Court for the District of Oregon to modify the Consent Decree to conform to this Settlement Agreement and remove Kerr-McGee Chemical Worldwide LLC, predecessor in interest to Tronox, as a party to the Consent Decree after the Effective Date; (e) with respect to the Consent Decree for the Soda Springs Site, *United States v. Kerr-McGee Chemical Company*, Civil Action No. 97-0121-E-BLW (D. Id.), the United States and Tronox will file papers with the District Court for the District of Idaho to modify the Consent Decree to conform to this Settlement Agreement and remove Kerr-McGee Chemical Company, predecessor in interest to Tronox, as a party to the Consent Decree after the Effective Date; and (f) with respect to the 2006 Henderson Consent Decree, the United States and Tronox will file papers with the United States District Court for the District of Columbia to modify the Consent Decree consistent with Paragraph 73, above.

134. The Governments may not impose any statutory, stipulated, or other penalties allegedly due from Debtors for Debtors' conduct occurring between the date hereof and the Effective Date with respect to the Owned Sites and Non-Owned Sites unless it has given notice to the Debtors and the Official Committee of Unsecured Creditors of the terms of any potentially applicable statutory, stipulated, or other civil penalties, and in the event the Governments seek to impose any such penalties, the amount of the penalty and circumstances under which it is imposed shall be negotiated before the penalty is applied. Nothing in this Paragraph shall be construed to modify any existing consent decrees or administrative orders.

135. As of the Effective Date, the Environmental Response Trusts shall become beneficiaries of all insurance policies applicable to past, present or future occurrences at the Sites. Debtors agree to take such reasonable steps as are appropriate to effectuate this Paragraph.

XVI. COVENANTS NOT TO SUE OR RELEASES FROM LIABILITY

136. With respect to the Owned Sites and except as specifically provided in Section XVII (Reservation of Rights), upon the Effective Date and Debtors' full payment of the payments required for the Multistate, Savannah, Henderson, Cimarron, and West Chicago Trust Accounts as set forth in Paragraphs 10, 38, 55, 80, and 104 of this Settlement Agreement and the establishment and full funding of the Anadarko Litigation Trust under Paragraph 121: (i) the United States on behalf of the US EPA, Forest Service, and NRC (except for DOI and NOAA, whose covenants not to sue are set forth respectively in Paragraphs 139 and 140 below), the Navajo Nation, the States (except for the State of North Carolina, whose release and agreement not to sue is set

forth in Paragraph 142 below) and the Local Governments covenant not to sue or assert any civil claims or causes of action against Debtors, Reorganized Tronox, and the Henderson Trust Parties, the Cimarron Trust Parties, the West Chicago Trust Parties, the Savannah Trust Parties and the Multistate Trust Parties pursuant to CERCLA, RCRA, CWA, CAA, and the Atomic Energy Act; any applicable tribal or state Environmental Laws; and for any environmental liabilities or obligations asserted in the United States', the Navajo Nation's, the States' and the Local Governments' respective Proofs of Claim; and (ii) the Governments agree not to seek and covenant not to sue or assert any administrative or other civil claims or causes of action against Debtors, Reorganized Tronox, the Henderson Trust Parties, the Cimarron Trust Parties, the West Chicago Trust Parties, the Savannah Trust Parties and the Multistate Trust Parties with respect to any financial assurance required under any applicable Environmental Laws relating to the Owned Sites.

137. With respect to the Non-Owned Sites identified on Attachment B hereto, to the extent made applicable to each respective Government by inclusion on the separate sub-table for that Government within Attachment B, and except as specifically provided in Section XVII (Reservation of Rights), upon the Effective Date and Debtors' full payment of the payments required under Paragraph 117 of this Settlement Agreement and the establishment and full funding of the Anadarko Litigation Trust under Paragraph 121: (i) the United States on behalf of the US EPA, Forest Service, and NRC (except for DOI and NOAA, whose covenants not to sue are set forth respectively in Paragraphs 139 and 140 below), the Navajo Nation, the States (except for the Commonwealth of Massachusetts, whose covenant not to sue is set forth in Paragraph 141 below, and except

for the State of North Carolina, whose release and agreement not to sue are set forth in Paragraph 142 below) and the Local Governments covenant not to sue or assert any civil claims or causes of action against Debtors, Reorganized Tronox, and the Henderson Trust Parties, the Cimarron Trust Parties, the West Chicago Trust Parties, the Savannah Trust Parties and the Multistate Trust Parties pursuant to CERCLA, RCRA, CWA, CAA, and the Atomic Energy Act; any applicable tribal or state Environmental Laws; and for any environmental liabilities or obligations asserted in the United States', the Navajo Nation's, the States' and the Local Governments' respective Proofs of Claim; and (ii) the Governments agree not to seek and covenant not to sue or assert any administrative or other civil claims or causes of action against Debtors, Reorganized Tronox, the Henderson Trust Parties, the Cimarron Trust Parties, the West Chicago Trust Parties, the Savannah Trust Parties and the Multistate Trust Parties with respect to any financial assurance required under Environmental Laws relating to the Non-Owned Sites. For avoidance of doubt, each Government providing a covenant contained in this Paragraph is providing such covenant only with respect to sites appearing on the separate sub-table for that Government within Attachment B; provided, that the covenants provided by the United States on behalf of DOI and NOAA and the Commonwealth of Massachusetts, and releases provided by the State of North Carolina, are governed by Paragraphs 139 to 142, below.

138. Except as provided in Section XVII (Reservation of Rights) below, the United States, on behalf of DoD, covenants not to sue Debtors or Reorganized Tronox for any and all costs of response incurred or to be incurred in connection with the Fireworks Site (including but not limited to the matters addressed in the Fireworks I Site

section of the United States' Proof of Claim). This covenant extends only to Debtors and Reorganized Tronox and does not extend to any third parties or claims that are not addressed by this Settlement Agreement, including the claims of the National Coatings Company and the Massachusetts Institute of Technology. The United States on behalf of DoD specifically reserves any and all rights it may have to bring actions against potentially responsible parties other than Debtors or Reorganized Tronox, as well as any defenses it may have with respect to any claims and causes of action brought against it.

139. The United States on behalf of DOI covenants not to file a civil action or to take any administrative or other civil action against the Debtors or Reorganized Tronox or the Multistate Trust Parties pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607, with respect to (i) NRD, including assessment and restoration costs, at the Texarkana Site and the Navassa Site and (ii) response costs at the Bristol Mine Site, the Caselton Mine Site, and the Spencer Mine Site in McKinley, New Mexico; provided that with respect to the five sites specified in this sentence, NRD or response costs, as applicable, include those relating to releases of hazardous substances from any portion of the Sites and all areas affected by migration of such substances from the Sites. With respect to all Owned Sites and Non-Owned Sites (including releases of hazardous substances from any portion of the Owned Sites and the Non-Owned Sites, and all areas affected by migration of such substances from the Owned Sites and Non-Owned Sites), all liabilities and obligations of the Debtors or Reorganized Tronox to the United States on behalf of DOI under Section 107 of CERCLA, 42 U.S.C. § 9607, arising from pre-petition acts, omissions, or conduct of the Debtors or their predecessors shall be discharged under Section 1141 of the Bankruptcy Code by the Effective Date of the Plan

of Reorganization. The United States on behalf of DOI agrees that the liabilities and obligations referred to in this Paragraph are dischargeable claims under the Bankruptcy Code in this case.

140. The United States on behalf of NOAA covenants not to file a civil action or to take any administrative or other civil action against the Debtors, Reorganized Tronox, or the Multistate Trust Parties pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607, with respect to the Navassa Site (including releases of hazardous substances from any portion of the Site, and all areas affected by migration of such substances from the Site). With respect to all other Owned Sites and Non-Owned Sites (including releases of hazardous substances from any portion of the Owned Sites and the Non-Owned Sites, and all areas affected by migration of such substances from the Owned Sites and Non-Owned Sites), all liabilities and obligations of the Debtors and Reorganized Tronox to the United States on behalf of NOAA under Section 107 of CERCLA, 42 U.S.C. § 9607, arising from pre-petition acts, omissions, or conduct of the Debtors or their predecessors shall be discharged under Section 1141 of the Bankruptcy Code by the Effective Date of the Plan of Reorganization. The United States on behalf of NOAA agrees that the liabilities and obligations referred to in this Paragraph are dischargeable claims under the Bankruptcy Code.

141. The Massachusetts Department of Environmental Protection covenants not to sue or assert any civil claims or causes of action against Debtors and Reorganized Tronox with respect to the Fireworks Site pursuant to CERCLA, RCRA, CWA, CAA, and the Atomic Energy Act; any applicable state Environmental Laws; and for any environmental liabilities or obligations asserted in Massachusetts' Proof of Claim.

142. The State of North Carolina releases and agrees not to sue or take administrative action with respect to the Navassa Site, the Potter's Septic Tank Service Pits Superfund Site in Sandy Creek, North Carolina, and the Big "O" Jamboree Site in Williamston, North Carolina, against Debtors, Reorganized Tronox, and the Henderson Trust Parties, the Cimarron Trust Parties, the West Chicago Trust Parties, the Savannah Trust Parties, and the Multistate Trust Parties pursuant to CERCLA, RCRA and the Inactive Hazardous Sites Response Act of 1987, N.C.G.S. 130A-310 *et seq.*, and any similar state law for any liabilities or obligations asserted in North Carolina's Proofs of Claim.

143. To the extent necessary, the Governments' Proofs of Claim are deemed amended to be consistent with this Settlement Agreement.

144. This Settlement Agreement in no way impairs the scope and effect of Debtors' discharge under Section 1141 of the Bankruptcy Code as to any third parties or as to any claims as defined in Section 101(5) of the Bankruptcy Code that are not addressed by this Settlement Agreement. Furthermore, as regards those Non-Owned Sites for which there is no covenant not to sue protection from certain of the Governments, no negative inferences regarding whether a claim has been discharged shall be drawn from the lack of covenant not to sue protection, and the Debtors, Reorganized Tronox and the Governments reserve all rights and defenses with respect to the applicability of the discharge to any and all claims related to such Non-Owned Sites, including the right to assert or dispute that Debtors have provided notice of such claims to the Governments by identifying such Sites in Attachment B.

145. Without in any way limiting the covenants not to sue or releases set forth in Paragraphs 136 to 142, and notwithstanding any other provision of this Settlement Agreement, such covenants not to sue or releases shall also apply to Debtors' and Reorganized Tronox's successors, assigns, directors, officers, managers, members, employees, lenders to the Debtors' exit credit facility, and trustees, but only to the extent that the alleged liability of the successor, assign, director, officer, manager, member, employee, lender to the Debtors' exit credit facility or trustee of Debtors or Reorganized Tronox is based solely on its status as and in its capacity as a successor, assign, director, officer, manager, member, employee, lender to the Debtors' exit credit facility or trustee of Debtors or Reorganized Tronox. For the avoidance of doubt, all references to "successors" and "assigns" in this Paragraph shall include successor subsidiaries or successor affiliated entities, and assignee subsidiaries or assignee affiliated entities.

146. The covenants not to sue (and in the case of North Carolina, the release and agreement not to sue) in this Settlement Agreement extend only to Debtors, Reorganized Tronox, Multistate Trust Parties, Savannah Trust Parties, Henderson Trust Parties, Cimarron Trust Parties, West Chicago Trust Parties, and the persons described in Paragraph 145 above and do not extend to any other person. The covenant not to sue for the Commonwealth of Massachusetts, set forth in Paragraph 141, extends only to Debtors, Reorganized Tronox, and the persons described in Paragraph 145 above. The covenants not to sue for the United States on behalf of DOI and NOAA, set forth in Paragraphs 139 and 140 respectively, extend only to Debtors, Reorganized Tronox, the Multistate Trustee Parties and the persons described in Paragraph 145 above. Nothing in this Settlement Agreement is intended as a covenant not to sue or a release from liability

for any person or entity other than Debtors, Reorganized Tronox, the Henderson Trust Parties, the Cimarron Trust Parties, the West Chicago Trust Parties, the Savannah Trust Parties, the Multistate Trust Parties, the United States, the Navajo Nation, the States, the Local Governments and the persons described in Paragraph 145.

147. Notwithstanding any other provision in this Settlement Agreement, none of the covenants not to sue or releases from liability set forth herein shall apply to or be for the benefit of the following parties: Lehman Brothers Holdings Inc., Ernst & Young LLP, Kerr-McGee Corporation and Anadarko Petroleum Corporation (including their respective subsidiaries, affiliates or other related entities, except for the Debtors or Reorganized Tronox) and their respective officers, directors, employees, advisors, attorneys, professionals, accountants, investment bankers, consultants, agents and other representatives (including their respective officers, directors, employees, members and professionals), or any individuals who were former directors or officers of the Debtors or their subsidiaries and also were or currently are directors or officers of Kerr-McGee Corporation and/or Anadarko Petroleum Corporation.

148. Debtors, Reorganized Tronox, the Henderson Trustee, the Cimarron Trustee, the West Chicago Trustee, the Savannah Trustee and the Multistate Trustee covenant not to sue and agree not to assert claims or causes of action against the United States, the Navajo Nation, the States or the Local Governments, and Debtors and Reorganized Tronox covenant not to sue, and agree not to assert claims or causes of action against the Henderson, Cimarron, West Chicago, Savannah, and Multistate Trust Parties, and the Henderson, Cimarron, West Chicago, Savannah, and Multistate Trust Parties covenant not to sue, and agree not to assert claims or causes of action against the

Debtors and Reorganized Tronox and the persons identified in Paragraph 145, with respect to the Owned Sites and the Non-Owned Sites, including but not limited to any direct or indirect claim for reimbursement from the Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 107, 111, 112, 113, 42 U.S.C. §§ 9606(b), 9607, 9611, 9612, 9613, RCRA, or any other provision of law; any claims and causes of action against the United States, the Navajo Nation, States or the Local Governments, including any of their departments, agencies or instrumentalities pursuant to Section 107 or 113 of CERCLA, 42 U.S.C. §§ 9607, 9613, or other applicable state Environmental Laws; and any claims and causes of action arising out of the response activities at the Owned Sites or the Non-Owned Sites. Nothing in this Settlement Agreement shall be construed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611 or 40 C.F.R. § 300.700(d). For avoidance of doubt, the parties state that pursuant to Paragraphs 137 and 138 above, the United States on behalf of DoD and US EPA covenants not to sue with respect to any claim against Debtors or Reorganized Tronox for any and all post-petition or future costs of response incurred, or to be incurred, in connection with the Fireworks Site, and pursuant to this Paragraph, Debtors and Reorganized Tronox release, and covenant not to sue with respect to, any claim against the United States for any and all post-petition or future costs of response incurred, or to be incurred, in connection with the Fireworks Site.

149. In the event that the Henderson Trust Parties, Cimarron Trust Parties, West Chicago Trust Parties, Savannah Trust Parties, or Multistate Trust Parties assert a claim or cause of action that is not reserved in Section XVII, Reservation of

Rights, against the United States, the Navajo Nation, the States, the Local Governments, the Debtors, or Reorganized Tronox, then the covenant not to sue as to the party that has asserted the claim or cause of action shall be null and void and have no effect.

XVII. RESERVATION OF RIGHTS

150. The covenants not to sue and releases from liability set forth in Section XVI do not pertain to any matters other than those expressly specified therein. The United States, the Navajo Nation, the States, and the Local Governments reserve, and this Settlement Agreement is without prejudice to, all rights against Debtors, Reorganized Tronox, or other persons with respect to all matters other than those set forth in Paragraphs 136 to 142 above. The United States, the Navajo Nation, the States, and the Local Governments also specifically reserve, and this Settlement Agreement is without prejudice to: (a) criminal liability; (b) any action to enforce the terms of this Settlement Agreement; and (c) liability for response costs, natural resource damages (including natural resource damage assessment costs), civil penalties, and injunctive relief under CERCLA, RCRA, CAA, CWA, the Atomic Energy Act, and tribal or state laws for Debtors' or Reorganized Tronox's future acts creating liability under CERCLA and other federal, tribal or state Environmental Laws that occur after the Effective Date. Debtors' or Reorganized Tronox's future acts creating liability under CERCLA and other federal, tribal or state Environmental Laws shall not be deemed to include continuing releases at the Owned Sites or Non-Owned Sites or continuing releases related to Debtors' conduct prior to the Effective Date, except to the extent that Debtors' or Reorganized Tronox's future acts exacerbate existing contamination or existing releases. The United States, the Navajo Nation, the States, and the Local Governments also

reserve, and this Settlement Agreement is without prejudice to any liability of Debtors' and Reorganized Tronox's successors, assigns, officers, directors, employees, and trustees for response costs, penalties, and injunctive relief under federal, tribal or state Environmental Laws for any acts occurring after the Effective Date by any such entity creating liability under federal, tribal or state Environmental Laws. With respect to the Henderson Property, the United States and the State of Nevada also reserve their rights under Paragraph 75.

151. The United States, the Navajo Nation, the States, and the Local Governments also reserve all rights against Debtors until the Effective Date.

152. Debtors, Reorganized Tronox, and the Henderson Trust Parties, the Cimarron Trust Parties, the West Chicago Trust Parties, the Savannah Trust Parties and the Multistate Trust Parties reserve, and this Settlement Agreement is without prejudice to all rights against the United States, the Navajo Nation, the States, the Local Governments, and Debtors and Reorganized Tronox with respect to (a) all matters other than those set forth in Paragraph 148, and (b) any action to enforce their rights under the terms of this Settlement Agreement. In addition, Debtors' and Reorganized Tronox's covenant not to sue under Paragraph 148 shall not apply in the event that the United States, the Navajo Nation, a State, or a Local Government brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 150, but only to the extent that Debtors' or Reorganized Tronox's claims and causes of action arise from the same response action, response costs, damages, or other relief that the United States, the Navajo Nation, a State, or a Local Government is seeking pursuant to the applicable reservations. Reorganized Tronox and the other parties to the Line of Credit Agreement

set forth in Subparagraph 28(c) reserve all rights to enforce the Line of Credit Agreement. Tronox LLC reserves all of its rights to enforce the Henderson Facility Lease. Tronox Incorporated reserves all of its rights under the Guaranty. Furthermore, the Henderson Trustee reserves its rights to enforce the 2006 Henderson Consent Decree against the United States. With respect to the Henderson Property, the Henderson Trustee reserves all of its rights under Paragraph 75 and under the Henderson Facility Lease.

153. Nothing in this Settlement Agreement shall release, nullify or preclude any liability, if any, of the United States to the State of Nevada under applicable Environmental Laws as a potentially responsible or liable party with respect to any Henderson Legacy Conditions.

154. The United States, the Navajo Nation, the States, the Local Governments, Debtors, Reorganized Tronox, and the Henderson Trust Parties, the Cimarron Trust Parties, the West Chicago Trust Parties, the Savannah Trust Parties, and the Multistate Trust Parties expressly reserve all claims, demands, and causes of action either judicial or administrative, past, present or future, in law or equity, which the United States, the Navajo Nation, the States, the Local Governments, or Debtors, Reorganized Tronox, the Henderson Trust Parties, the Cimarron Trust Parties, the West Chicago Trust Parties, the Savannah Trust Parties, and the Multistate Trust Parties may have against all other persons, firms, corporations or entities for any matter arising at or relating in any manner to the Owned Sites, the Non-Owned Sites, and/or claims addressed herein.

155. Nothing in this Settlement Agreement shall be deemed to limit the authority of the United States, the Navajo Nation, the States and the Local Governments

to take response or natural resource assessment action under Section 104 of CERCLA, 42 U.S.C. § 9604, or any other applicable federal, tribal, or state Environmental Laws, or to alter the applicable legal principles governing judicial review of any action taken by the United States, the Navajo Nation, the States and the Local Governments pursuant to that authority. Nothing in this Settlement Agreement shall be deemed to limit the information-gathering authority of the United States, the Navajo Nation or the States under Sections 104 and 122 of CERCLA, 42 U.S.C. §§ 9604 and 9622, or any other applicable federal, tribal or state Environmental Laws, or to excuse Debtors or Reorganized Tronox or the Henderson, Savannah, Cimarron, West Chicago, and Multistate Trustees from any disclosure or notification requirements imposed by CERCLA or any other applicable federal, tribal or state Environmental Laws.

156. The United States and the States shall retain the right to issue, obtain, or enforce an order against the respective Environmental Response Trusts to perform Environmental Actions at an Owned Site, an Owned or Non-Owned Service Station, a Non-Owned RAS Property, or Kress Creek under applicable law, including an administrative order, provided that funding necessary to implement such order remains subject to the approval of the Lead Agency and the availability of such funding. The Environmental Response Trusts may enter into a consent decree or consent order with the United States and the respective State in which an Owned Site, an Owned or Non-Owned Service Station, a Non-Owned RAS Property, or Kress Creek is located, and may perform work pursuant to administrative orders issued unilaterally by the United States or the respective State under applicable law, to facilitate or conduct Environmental Actions at an Owned Site, an Owned or Non-Owned Service Station, a Non-Owned RAS

Property, or Kress Creek, provided that funding necessary to implement such consent decree, consent order, administrative order, or any action required in response to an enforcement action remains subject to the approval of the Lead Agency and the availability of such funding.

157. Notwithstanding any other provision in this Settlement Agreement, none of the covenants not to sue or releases from liability set forth herein shall release, nullify, or preclude any liability of Reorganized Tronox as the owner or operator of a property of Reorganized Tronox with respect to any properties owned or operated by Reorganized Tronox after the Effective Date, including but not limited to, the Hamilton, Mississippi facility and the Oklahoma City Technical Center in Oklahoma, provided however, Tenant's responsibilities for the Henderson Leased Facility shall be in accordance with Paragraph 75. Moreover, all liabilities or obligations of the Debtors or Reorganized Tronox to the United States on behalf of US EPA, Forest Service, NRC, DOI and NOAA, the Navajo Nation, the States, and the Local Governments under CERCLA, RCRA, CWA, CAA, and the Atomic Energy Act, any applicable tribal or state Environmental Laws or regulations, and any environmental liabilities or obligations asserted in the Governments' respective Proofs of Claim with respect to any properties owned or operated by Reorganized Tronox after the Effective Date (including but not limited to, the Hamilton, Mississippi facility and the Oklahoma City Technical Center in Oklahoma), shall not be discharged under bankruptcy law; provided however, Tenant's responsibilities for the Henderson Leased Facility shall be in accordance with Paragraph 75.

158. Except to the extent expressly set forth herein, nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Settlement Agreement.

XVIII. CONTRIBUTION PROTECTION

159. The parties hereto agree that, as of the Effective Date, Debtors, Reorganized Tronox, and the Henderson Trust Parties, the Cimarron Trust Parties, the West Chicago Trust Parties, the Savannah Trust Parties, and Multistate Trust Parties are entitled to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), or as otherwise provided by law, including any state laws (except as set forth in Paragraph 160 with respect to Mass. Gen. Laws ch. 21E, § 3A(j)(2)), for matters addressed in this Settlement Agreement, subject to the covenants not to sue and releases and reservations of rights set forth in Sections XVI and XVII herein. The Debtors and Reorganized Tronox contend that the contribution protection provided under this Settlement Agreement applies to actions brought under Section 107 of CERCLA, and as such, the Debtors and Reorganized Tronox reserve the right to argue that this Settlement Agreement and Section 113(f)(2) of CERCLA protect against claims for contribution brought under Section 107 of CERCLA. The matters addressed in this Settlement Agreement include all costs of Environmental Actions, including oversight costs, incurred or to be incurred by the United States, the Navajo Nation, the States, the Local Governments, or any other person relating to or in connection with the Owned Sites and the Non-Owned Sites, including releases of hazardous substances from any portion of the Owned Sites and the Non-Owned Sites (except for contribution protection under state law with respect to the Fireworks Site, which is set forth in Paragraph 160

below), and all areas affected by migration of such substances from such Sites. Matters addressed in this Settlement Agreement include NRD claims, including restoration and assessment costs, asserted by the United States on behalf of DOI and NOAA at the Texarkana Facility and the Navassa Site. Matters addressed in this Settlement Agreement also include NRD claims asserted by the States, including restoration and assessment costs relating to or in connection with the Owned Sites and the Non-Owned Sites (except for contribution protection under state law with respect to the Fireworks Site, which is set forth in Paragraph 160 below). Matters addressed in this Settlement Agreement do not include any matters that are the subject of the reservations of rights set forth in Section XVII herein.

160. With respect to contribution protection under state law with respect to the Fireworks Site, Massachusetts and Debtors hereby agree, and by approving this Settlement Agreement this Court finds, that pursuant to Mass. Gen. Laws ch. 21E, § 3A(j)(2), the Debtors and Reorganized Tronox are entitled to protection from claims brought pursuant to Mass. Gen. Laws ch. 21E regarding matters addressed in Massachusetts' Proofs of Claim in the Bankruptcy Cases for the Fireworks Site, for cost recovery, contribution, and equitable share as to those persons receiving notice and an opportunity to comment on this Settlement Agreement in accordance with Mass. Gen. Laws ch. 21E, § 3A(j)(2), as of the date of filing of a notice by the Commonwealth of Massachusetts indicating that it received no comments disclosing facts or considerations showing that the Settlement Agreement would unfairly terminate the rights of third parties. As of the date of such notice, this Settlement Agreement constitutes a "judicially approved settlement" for purposes of Mass. Gen. Laws ch. 21E, § 3A(j)(2). For purposes

of this Paragraph, "matters addressed" shall be response action costs incurred or to be incurred by the Commonwealth of Massachusetts, work performed or to be performed, and natural resource damages (including restoration and assessment costs) with respect to the Fireworks Site, but shall not include any matters that are the subject of the reservations of rights set forth in Section XVII herein. The 90-day comment period required under Mass. Gen. Laws ch. 21E, § 3A(j)(2) shall commence 45 days after Massachusetts executes this Settlement Agreement.

XIX. TRANSFERS OF REAL PROPERTY INFORMATION AND ENVIRONMENTAL INFORMATION

161. Owned Sites

a. Electronic Files. Debtors shall provide to the Environmental Response Trustees, at Debtors' expense, within 30 days before the Effective Date, a hard drive(s) containing electronic files of Environmental Information and Real Property Information related to the Owned Sites; provided, however, that in the event that Debtors determine that any such provision of Environmental Information or Real Property Information violates any law or legal proceeding or waives any applicable privilege, protection or immunity, including, without limitation, the attorney-client privilege or the work-product doctrine, Debtors shall take all reasonable measures to provide such Environmental Information or Real Property Information in a manner that avoids any such harm or consequence, including retention of the specific electronic files. If any of the Environmental Response Trustees need specific electronic files of Environmental Information or Real Property Information before such Trustee's receipt of the hard drive(s), then as soon as reasonably practicable upon written request, Debtors

shall provide the Environmental Response Trustees with such specific electronic files of Environmental Information or Real Property Information, at Debtors' expense.

b. Hard Copy Files

i. Hard Copy Files Stored On-Site: Hard copy files of Environmental Information and Real Property Information located at any of the Owned Sites before the Effective Date shall remain on-Site after the Effective Date and shall thereafter remain in the possession, custody, and control of the relevant Environmental Response Trustee for such Owned Site.

ii. Hard Copy Files of Real Property Information Located in Oklahoma City: Debtors shall provide to the Environmental Response Trustees, at Debtors' expense, within thirty days before the Effective Date, copies of hard copy files of Real Property Information related to the Owned Sites and located at Debtors' offices in Oklahoma City, Oklahoma; provided, however, that if Debtors determine that any such provision of Real Property Information violates any law or legal proceeding or waives any applicable privilege, protection or immunity, including, without limitation, the attorney-client privilege or the work-product doctrine, Debtors shall take all reasonable measures to provide such Real Property Information in a manner that avoids any such harm or consequence, including retention of the specific hard copy files. In the event the Environmental Response Trustees need specific hard copy files of Real Property Information located at Debtors' offices in Oklahoma City, Oklahoma, prior to such Trustee's receipt of the hard copy files, then as soon as reasonably practicable after written request, Debtors shall provide the Environmental Response Trustees with such specific hard copy files of Real Property Information, at Debtors' expense.

iii. Hard Copy Files Stored Off-Site: Debtors shall provide to the Environmental Response Trustees, at any time and as soon as reasonably practicable after written request, copies of hard copy files of Environmental Information or Real Property Information related to an Owned Site that are stored at Debtors' off-site facility, Underground Vault Storage, located in Oklahoma City, Oklahoma ("Off-Site Facility"); provided, however, that if Debtors determine that any such provision of Environmental Information or Real Property Information violates any law or legal proceeding, or waives any applicable privilege, protection or immunity, including, without limitation, the attorney-client privilege or the work-product doctrine, Debtors shall take all reasonable measures to provide access in a manner that avoids any such harm or consequence, including retention of the specific hard copy files. With respect to preparing copies of any hard copy files of Environmental Information or Real Property Information located at the Off-Site Facility, the cost of retrieving, copying and shipping the files, including any cost incurred to ensure that the state and condition of the files is not impaired by the shipping or copying effort, will be borne by the Environmental Response Trustees, subject to the Schedule of Costs attached as Attachment H.

162. "Other Sites"

a. Electronic Files. The Multistate Trustee, at the request of any of the Governments which have provided covenants not to sue or releases from liability for the "Other Sites" identified in Attachment B pursuant to Paragraph 137 above, shall ask Debtors to provide, at Debtors' expense, a hard drive(s) containing electronic files of Environmental Information related to such Other Site(s); provided, however, that in the event that the Debtors determine that any such provision of Environmental Information violates any law or legal proceeding or waives any applicable privilege, protection or immunity, including, without limitation, the attorney-client privilege or the work-product doctrine, Debtors shall take all reasonable measures to provide such Environmental Information in a manner that avoids any such harm or consequence, including retention of the specific electronic files. Upon receipt, the Multistate Trustee shall promptly forward such hard drive(s) to the Government(s) making the request.

b. Hard Copy Files Stored Off-Site: The Governments which have provided covenants not to sue or releases from liability for the "Other Sites" identified in Attachment B pursuant to Paragraph 137 above, may ask the Multistate Trustee to request from Debtors hard copy files of Environmental Information related to such Other Site(s) that are located at the Off-Site Facility. As soon as practicable upon receipt of such request from the Multistate Trustee, Debtors shall provide the Multistate Trustee with a written estimate of the cost of retrieving, copying and shipping the requested files, including any cost incurred to ensure that the state and condition of the files is not impaired by the shipping or copying effort, in accordance with the Schedule of Costs attached as Attachment H; provided that such estimate shall not be binding upon

Debtors. However, Debtors shall provide notice upon knowledge that such cost will exceed the estimate by 50%. If the Multistate Trustee determines, in its discretion, that the estimated cost of obtaining such files will present an undue expense to the Multistate Trust, the Multistate Trustee may withdraw its request to Debtors and notify the relevant Government(s) making the request for such information. Otherwise, upon receiving the Multistate Trustee's written confirmation that the estimated cost is acceptable, Debtors shall provide to the Multistate Trustee all requested hard copy files of Environmental Information related to such Other Site(s) located at the Off-Site Facility, subject to the Schedule of Costs attached as Attachment H, with such costs to be borne by the Multistate Trustee; provided, however, that in the event that Debtors determine that any such provision of Environmental Information violates any law or legal proceeding or waives any applicable privilege, protection or immunity, including, without limitation, the attorney-client privilege or the work-product doctrine, Debtors shall take all reasonable measures to provide access in a manner that avoids any such harm or consequence, including retention of the specific hard copy files. Upon receipt, the Multistate Trustee shall promptly forward such copies of the hard copy files to the Government(s) making the request.

163. Document Retention

a. Debtors shall at all times maintain ownership and control of the original form of the Environmental Information and Real Property Information, except for any hard copy files of Environmental Information or Real Property Information stored at any Owned Sites pursuant to Paragraph 161 above. As to those on-Site files, the Environmental Response Trustees shall provide access for review and

copying to the Anadarko Litigation Trustee and Debtors at all reasonable times upon prior reasonable notice. Any copying expenses shall be borne by the party requesting such access.

b. Debtors will preserve the Environmental Information and Real Property Information that is the property of Debtors in its present state or condition. After the Effective Date, Reorganized Tronox shall use commercially reasonable efforts to retain all Environmental Information and Real Property Information in its possession or control as of the Effective Date in accordance with litigation document holds or preservation memoranda issued by Debtors or Reorganized Tronox or Reorganized Tronox's document retention or other policies as in effect on the Effective Date, or such document retention or other policies as may be reasonably adopted by Reorganized Tronox after the Effective Date; provided however, Reorganized Tronox shall retain all Environmental Information and Real Property Information until the Anadarko Litigation or other litigations or investigations requiring the preservation of such information have been resolved and all final appeals, if applicable, have been exhausted ("Preservation Date"). Reorganized Tronox shall provide written copies of all such litigation hold or preservation memoranda, and all document retention or other policies to the Environmental Response Trustees and the Anadarko Litigation Trustee as soon as practicable after the Effective Date, except to the extent Reorganized Tronox determines that providing such memoranda or policies waives any applicable privilege, protection or immunity, including, without limitation, the attorney-client privilege or the work-product doctrine. Reorganized Tronox shall not destroy, or permit any members of its group to destroy, any Environmental Information or Real Property Information until the

Preservation Date, that the Environmental Response Trustees, the Anadarko Litigation Trustee, the United States, the Navajo Nation, any relevant State, or any relevant Local Government may have the right to obtain pursuant to this Settlement Agreement, the Environmental Response Trust Agreements or the Anadarko Litigation Trust Agreement without first notifying, as applicable, the relevant Environmental Response Trustee, the Anadarko Litigation Trustee, the United States, the Navajo Nation, the relevant State, or relevant Local Government of the proposed destruction and giving, as applicable, the relevant Environmental Response Trustee, the Anadarko Litigation Trustee, the United States, the Navajo Nation, the relevant State, or relevant Local Government the opportunity to take possession or copy such Environmental Information or Real Property Information. If more than one of the aforementioned parties requests to take possession of the Environmental Information or Real Property Information, such parties shall reach an agreement as to which entity shall take possession of such Environmental Information or Real Property Information and notify Reorganized Tronox of same.

c. At any time after 60 days following the Preservation Date, Reorganized Tronox may elect to relinquish control and/or destroy archived Environmental Information or Real Property Information including such information saved on computer servers to the extent permitted by litigation document hold or preservation memoranda issued by Debtors or Reorganized Tronox or Reorganized Tronox's document retention or other policies. Reorganized Tronox shall provide written notice, as applicable, to the relevant Environmental Response Trustee, the Anadarko Litigation Trustee, the United States, the Navajo Nation, the relevant State, or relevant Local Government that it will no longer maintain the Environmental Information or Real

Property Information identified and provide the responding parties the opportunity to take possession of such Environmental Information or Real Property Information within 60 days following such notification. If more than one of the aforementioned parties requests to take possession of the documents, such parties shall reach an agreement as to which entity shall take possession of such Environmental Information or Real Property Information and notify Reorganized Tronox of same.

d. At any time after 365 days following the Effective Date, any of the Environmental Response Trustees may elect to relinquish control and/or destroy any Environmental Information, Real Property Information or other records located at any Owned Site. The Environmental Response Trustee shall provide written notice to Reorganized Tronox and the Anadarko Litigation Trustee that it will no longer maintain the Environmental Information, Real Property Information or other records identified and provide Reorganized Tronox and the Anadarko Litigation Trustee the opportunity to take possession of such Environmental Information, Real Property Information, or other records within 60 days following such notification. If both Reorganized Tronox and the Anadarko Litigation Trustee request to take possession of the documents, such parties shall reach an agreement as to which entity shall take possession of such Environmental Information, Real Property Information, or other records and notify the relevant Environmental Response Trustee of same.

e. No Liability. No party shall have any liability to any other party if any Environmental Information or Real Property Information is destroyed after all reasonable efforts have been taken by such party to comply with the provisions of Subparagraphs 163(b), (c) and (d) above.

f. No Warranty. Neither Debtor nor Reorganized Tronox makes any warranty as to the completeness or accuracy of the Environmental Information or Real Property Information provided pursuant to Paragraphs 161, 162 and 163 above.

164. The United States, the Navajo Nation, the States, and the Local Governments reserve, and this Settlement Agreement is without prejudice to, all rights to obtain information regarding the Owned Sites and Other Sites from Debtors and Reorganized Tronox pursuant to their information-gathering authority under Sections 104 and 122 of CERCLA, 42 U.S.C. §§ 9604 and 9622, or any other applicable federal, tribal or state Environmental Laws.

XX. TAX COOPERATION

165. Notwithstanding any other provision of this Settlement Agreement, the Governments agree to reasonably cooperate with the Debtors to allow the Debtors to fund each Environmental Response Trust (as described elsewhere in this Settlement Agreement) via a single transferor, for the sole purpose of eligibility for a Grantor Trust Election.

XXI. PUBLIC COMMENT

166. This Settlement Agreement will be subject to a public comment period of 30 days following notice published in the Federal Register and notice under any applicable State or tribal law providing for public comment. The United States, the Navajo Nation and any State (except for the State of Georgia) soliciting or receiving public comment reserve the right to withdraw or withhold their consent if the public comments regarding the Settlement Agreement disclose facts or considerations that indicate that this Settlement Agreement is inappropriate, improper, or inadequate. The

State of Georgia reserves the right to withdraw or withhold its consent if the public comments regarding the Settlement Agreement disclose facts or considerations that indicate that this Settlement Agreement should not be executed. At the conclusion of the public comment period, the United States, the Navajo Nation and any State taking public comment will provide the Court with copies of any public comments and their response thereto. With respect to the Commonwealth of Massachusetts, the right to withdraw or withhold consent to the Settlement Agreement shall exist until the date of Court approval of this Settlement Agreement; and, separate and apart from that right, the effectiveness of contribution protection under Massachusetts law shall be in accordance with the terms set forth in Paragraph 160, above.

XXII. JUDICIAL APPROVAL

167. The settlement reflected in this Settlement Agreement shall be subject to approval by the Court pursuant to Bankruptcy Rule 9019. Debtors shall move promptly for court approval of this Settlement Agreement and shall exercise commercially reasonable efforts to obtain such approval.

XXIII. RETENTION OF JURISDICTION

168. The Court shall retain jurisdiction over both the subject matter of this Settlement Agreement and the parties hereto, for the duration of the performance of the terms and provisions of this Settlement Agreement for the purpose of enabling any of the parties to apply to the Court at any time for such further order, direction and relief as may be necessary or appropriate for the construction or interpretation of this Settlement Agreement, or to effectuate or enforce compliance with its terms.

XXIV. EFFECTIVE DATE

169. Following a public comment process following notice published in the Federal Register and notice under any applicable State or tribal law providing for public comment, this Settlement Agreement shall be effective as of the effective date of the Plan of Reorganization. For the purpose of the preceding sentence, the Settlement Agreement shall become effective even if the comment period under Massachusetts law has not been completed, except that any contribution protection under Massachusetts law shall not become effective until the date of filing of a notice by the Commonwealth of Massachusetts as described in Paragraph 160. Debtors shall conform their Plan of Reorganization to incorporate the Settlement Agreement. This Settlement Agreement shall also be contingent on the execution of Environmental Response Trust Agreements that are materially consistent with the terms of this Settlement Agreement.

170. If for any reason (i) the Settlement Agreement is withdrawn by the United States, Navajo Nation, or any State as provided in Paragraph 166; (ii) the Settlement Agreement is not approved; or (iii) the Bankruptcy Cases are dismissed or converted to cases under Chapter 7 of the Bankruptcy Code before the Effective Date of a Plan of Reorganization: (a) this Settlement Agreement shall be null and void and the parties shall not be bound hereunder or under any documents executed in connection herewith; (b) the parties shall have no liability to one another arising out of or in connection with this Settlement Agreement or under any documents executed in connection herewith; and (c) this Settlement Agreement and any documents prepared in connection herewith shall have no residual or probative effect or value, and it shall be as if they had never been executed.

XXV. PLAN OF REORGANIZATION

171. The Debtors shall incorporate this Settlement Agreement into the Plan by reference and approval of this Settlement Agreement shall be a condition precedent to confirmation of the Plan. Debtors shall not file a Plan or amend the Plan or the proposed order confirming the Plan in a manner inconsistent with the terms and provisions of this Settlement Agreement, take any other action in the Bankruptcy Cases that is inconsistent with the terms and provisions of this Settlement Agreement, or propose terms for any order confirming the Plan that are inconsistent with this Settlement Agreement. The Governments shall not oppose any term or provision of the Plan or an order confirming the Plan that is addressed by and is consistent with this Settlement Agreement. The Parties reserve all other rights or defenses that they may have with respect to the Plan. In the event of any inconsistency between the Plan, any order confirming the Plan, and this Settlement Agreement, the terms of this Settlement Agreement shall control.

XXVI. AMENDMENTS/INTEGRATION AND COUNTERPARTS

172. This Settlement Agreement and any other documents to be executed in connection herewith or referred to herein shall constitute the sole and complete agreement of the parties hereto with respect to the matters addressed herein. This Settlement Agreement may not be amended except by a writing signed by all the parties.

173. Notwithstanding Paragraph 172, at any time after the Effective Date, any modification of the provisions specific to any of the Environmental Response Trusts established under this Settlement Agreement can be amended by separate written

agreement without Court approval among the applicable Trustee(s), the United States, the affected State(s) and Local Government(s), and Reorganized Tronox, except that the agreement of Reorganized Tronox is only required as to: (i) modifications to any provision regarding the transfer of Environmental Information and Real Property Information between Reorganized Tronox and the applicable Trust(s), (ii) modifications with respect to the line of credit to be made available by Reorganized Tronox to the Savannah Trust or the Savannah Trust-Owned Entity and any obligations under the Line of Credit Agreement set forth in Subparagraph 28(c), and (iii) modifications to any provision regarding obligations in connection with the Henderson Leased Facility.

174. The signatories for the parties each certify that he or she is authorized to enter into the terms and conditions of this Settlement Agreement after the close of any applicable comment period(s) and provisions of comments by the Governments to the Court, and to execute and bind legally such party to this document.

175. This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same agreement.

THE UNDERSIGNED PARTIES ENTER INTO THIS SETTLEMENT AGREEMENT

FOR THE UNITED STATES OF AMERICA

Date: 11/2/10

ROBERT G. DREHER
Acting Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20044

Date: 11/22/10

PREET BHARARA
United States Attorney for the
Southern District of New York

By:

ROBERT WILLIAM YALEN
TOMOKO ONOZAWA
JOSEPH A. PANTOJA
Assistant United States Attorneys
86 Chambers Street
New York, New York 10007
Tel: (212) 637-2722
Fax: (212) 637-2686

Date: 11/22/10

Alan S. Tenenbaum /RY

ALAN S. TENENBAUM
National Bankruptcy Coordinator
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20044

Date: 11/10/10

FREDERICK PHILLIPS, Attorney
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20044

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Date: 11/9/10

By: _____
CYNTHIA GILES
Assistant Administrator for Enforcement
and Compliance Assurance
U.S. Environmental Protection Agency

Date: 11/8/10

By: _____
CRAIG KAUFMAN
Attorney-Advisor
U.S. Environmental Protection Agency
Ariel Rios Building
1200 Pennsylvania Avenue, NW
Washington, DC 20460

In re: Tronox, Inc., et al., Case No. 09-10156 (ALG)

FOR TRONOX LUXEMBOURG S.ar.L

Date: 8 NOV 2010

By: _____
Michael J. Foster
Attorney-in-Fact

FOR TRONOX INCORPORATED

Date: 8 NOV 2010

By: _____
Michael J. Foster
Vice President, General Counsel & Secretary

FOR CIMARRON CORPORATION

Date: 8 NOV 2010

By: _____
Michael J. Foster
Director, Vice President & Secretary

FOR SOUTHWESTERN REFINING COMPANY, INC.

Date: 8 NOV 2010

By: _____
Michael J. Foster
Director, Vice President & Secretary

FOR TRANSWORLD DRILLING COMPANY

Date: 8 NOV 2010

By: _____
Michael J. Foster
Director, Vice President & Secretary

FOR TRIANGLE REFINERIES, INC.

Date: 8 NOV 2010

By: _____

Michael J. Foster
Director, Vice President & Secretary

FOR TRIPLE S, INC.

Date: 8 NOV 2010

By: _____

Michael J. Foster
Director, Vice President & Secretary

FOR TRIPLE S ENVIRONMENTAL MANAGEMENT CORPORATION

Date: 8 NOV 2010

By: _____

Michael J. Foster
Director, Vice President & Secretary

FOR TRIPLE S MINERALS RESOURCES CORPORATION

Date: 8 NOV 2010

By: _____

Michael J. Foster
Director, Vice President & Secretary

FOR TRIPLE S REFINING CORPORATION

Date: 8 NOV 2010

By: _____

Michael J. Foster
Director, Vice President & Secretary

FOR TRONOX LLC

Date: 8 NOV 2010

By: _____

Michael J. Foster
Manager, Vice President & Secretary

FOR TRONOX FINANCE CORP.

Date: 8 NOV 2010

By: _____

Michael J. Foster
Director, Vice President & Secretary

FOR TRONOX HOLDINGS, INC.

Date: 8 NOV 2010

By: _____

Michael J. Foster
Director
Vice President & Secretary

FOR TRONOX PIGMENTS (SAVANNAH) INC.

Date: 8 NOV 2010

By: _____

Michael J. Foster
Director, Vice President & Secretary

FOR TRONOX WORLDWIDE LLC

Date: 8 NOV 2010

By: _____

Michael J. Foster
Manager, Vice President & Secretary

FOR THE NAVAJO NATION

Date: Nov 09, 2010

Louis Denetsosie, Attorney General
NAVAJO NATION DEPARTMENT OF JUSTICE
P.O. Box 2010
Window Rock, AZ 86515

In re: Tronox, Inc., et al., Case No. 09-10156 (ALG)

FOR THE STATE OF ALABAMA

TROY KING
Attorney General
State of Alabama

By: _____ Date: Novermber 17, 2010
Thomas L. Johnston (JOH081)
Assistant Attorney General

By: _____ Date: Novermber 17, 2010
Antoinette Jones (JON018)
Assistant Attorney General

FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By its attorney,
JONATHAN H. ALDEN,
SENIOR ASST. GENL. COUNSEL

Date: 11/22/2010

By: */s/ Jonathan H. Alden*

Jonathan H. Alden
Senior Assistant General Counsel
Florida Department of Environmental Protection
3900 Commonwealth Blvd., MS 35
Tallahassee, FL 32399-3000
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FOR THE STATE OF GEORGIA

Date: 11/15/2010

Georgia Environmental Protection Division

FOR THE STATE OF IDAHO

Date: 11-17-2010

FOR THE STATE OF ILLINOIS

PEOPLE OF THE STATE OF ILLINOIS
ex rel. LISA MADIGAN
Attorney General of the State of Illinois

MATTHEW J. DUNN, Chief
Environmental Enforcement
Asbestos Litigation Division

BY: _____
ROSEMARIE CAZEAU, Chief
Assistant Attorney General
Environmental Bureau North

DATE: 11/15/10

BY: _____ M.J.D.
THOMAS DAVIS, Chief
Assistant Attorney General
Environmental Bureau South

DATE: 11/15/10

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

DOUGLAS P. SCOTT, Director
Illinois Environmental Protection Agency

BY: _____
JOHN J. KIM
Chief Legal Counsel

DATE: 11/12/10

ILLINOIS DEPARTMENT OF
NATURAL RESOURCES

MARC MILLER, Director
Illinois Department of Natural
Resources

BY: _____
MITCHELL L. COHEN
Chief Legal Counsel

DATE: 11/11/10

ILLINOIS EMERGENCY MANAGEMENT AGENCY

JOSEPH KLINGER, Interim Director
Illinois Emergency Management Agency

BY: _____
MAUREEN CUNNINGHAM
General Counsel

DATE: 11/10/10

Indiana's Signature Page for
"CONSENT DECREE AND ENVIRONMENTAL SETTLEMENT AGREEMENT"
in the case of Tronox Incorp., US Brc Ct. SD NY Case No. 09-10156 (ALG)

Indiana Department of
Environmental Management

By: _____
Thomas W. Easterly,
Commissioner

Ind. Dept. of Environmental Mgmt
100 North Senate Avenue
MC 50-01, ICGN 1301
Indianapolis, IN 46204

Gregory F. Zoeller,
Attorney General of Indiana
Atty. No. 1958-98

By: _____
Patricia Orloff Erdmann
Chief Counsel for Litigation
Atty. No. 17664-49A

By: _____
Timothy J. Junk
Dep. Atty. Gen.
Atty. No. 5587-02

Office of the Attorney General
Indiana Government Center South, 5th Floor
302 West Washington Street
Indianapolis, IN 46204

Date: November 15, 2010

FOR THE STATE OF IOWA

DATE: Nov. 12, 2010

BY: Wayne Gieselman

Wayne Gieselman
Division Administrator
Iowa Department of Natural Resources

FOR THE STATE OF KANSAS

Date: Nov. 10, 2010

John W. Mitchell
Acting Secretary
Kansas Department of Health and Environment

FOR THE STATE OF LOUISIANA

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
Peggy M. Hatch, Secretary

Date: 11/18/10

By: _____
Beau James Brock, Assistant Secretary
Office of Environmental Compliance

FOR THE MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION

MASSACHUSETTS DEPARTMENT OF
ENVIRONMENTAL PROTECTION
By its attorney,

MARTHA COAKLEY,
ATTORNEY GENERAL

Date: 11/15/10

By: _____

Carol Iancu, MA BBO # 635626
Assistant Attorney General
Environmental Protection Division
Massachusetts Office of the Attorney General
One Ashburton Place, 18th Floor
Boston, MA 02108
(617) 963-2428
carol.iancu@state.ma.us

FOR THE STATE OF MISSISSIPPI

MISSISSIPPI COMMISSION ON
ENVIRONMENTAL QUALITY

Date: 11/15/10 By: _____

Trudy D. Fisher
Executive Director
Mississipi Department of Environmental
Quality
P.O. Box 2261
Jackson, Mississippi 39225

FOR THE STATE OF MISSOURI

Date: 11/15/10

CHRIS KOSTER
Attorney General for the State of Missouri

JOHN K. MCMANUS
Chief Counsel
Agriculture and Environment Division
P.O. Box 899
Jefferson City, Missouri 65102
Tel.: 573-751-8370
Fax: 573-781-8796
Email: jack.mcmanus@ago.mo.gov

Date: 11/16/10

Leanne Tippett Mosby
Director
Division of Environmental Quality
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, Missouri 65102

FOR THE STATE OF NEVADA

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES,
DIVISION OF ENVIRONMENTAL PROTECTION

Date: 11/9/10 By: _____
LEO M. DROZDOFF, P.E.
Acting Director, DCNR

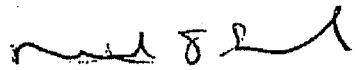
Approved as to form:

CATHERINE CORTEZ MASTO
Attorney General

Date: 11·10·10 By: _____
CAROLYN E. TANNER
Deputy Attorney General

FOR THE STATE OF NEW JERSEY

PAULA T. DOW
Attorney General of New Jersey

Date: November 9, 2010 By: 

Richard F. Engel
Deputy Attorney General
Richard J. Hughes Justice Complex
25 Market Street
P.O. Box 093
Trenton, NJ 08625-0093
Tel.: (609) 984-4863
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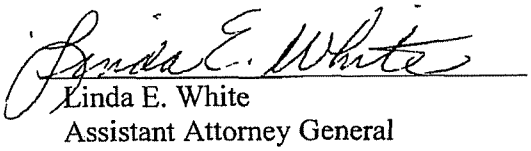
FOR THE STATE OF NEW YORK

Date: November 17, 2010



Linda E. White
Assistant Attorney General

FOR THE STATE OF NORTH CAROLINA

Date: 11-10-10

Dexter R. Matthews
Director, Division of Waste
Management
Department of Environment and
Natural Resources

FOR THE STATE OF OHIO

Date: 11/15/10

RICHARD CORDRAY
Ohio Attorney General

Michelle T. Sutter
Assistant Attorney General
30 East Broad Street, 26th Floor
Columbus, OH 43215
(614) 752-4316
(866) 483-1104

FOR THE STATE OF OKLAHOMA

Date: 11.11.10

J.D. STRONG
OKLAHOMA SECRETARY OF THE
ENVIRONMENT

Date: _____

STEVEN A. THOMPSON
EXECUTIVE DIRECTOR
OKLAHOMA DEPARTMENT OF
ENVIRONMENTAL QUALITY

FOR THE STATE OF OKLAHOMA

Date: _____

_____
J.D. STRONG
OKLAHOMA SECRETARY OF THE
ENVIRONMENT

Date: 11/10/11

Steven A. Thompson
STEVEN A. THOMPSON
EXECUTIVE DIRECTOR
OKLAHOMA DEPARTMENT OF
ENVIRONMENTAL QUALITY

FOR THE COMMONWEALTH OF PENNSYLVANIA,
DEPARTMENT OF ENVIRONMENTAL PROTECTION:

Thomas M. Thompson, P.G.
Professional Geologist Manager
Environmental Cleanup Program

FOR THE STATE OF TENNESSEE

Date: 11/5/10

James H. Fyke
Commissioner
Dept. of Environment and Conservation

FOR THE STATE OF TEXAS

Date: _____ _____

FOR THE STATE OF TEXAS NATURAL RESOURCE DAMAGE TRUSTEES

GREG ABBOTT
Attorney General of Texas

DANIEL T. HODGE
First Assistant Attorney General

BILL COBB
Deputy Attorney General for Civil Litigation

BARBARA B. DEANE
Chief, Environmental Protection and Administrative Law Division

DAVID PREISTER
Chief, Environmental Protection Section

Date: November 17, 2010

By: Sarah Jane Utley
SARAH J. UTLEY
Assistant Attorney General
State Bar No. 24042075

FOR THE STATE OF WISCONSIN

MATTHEW J. FRANK
Secretary

Date: 11/18/10

ALLEN K. SHEA
Deputy Secretary
Wisconsin Department of Natural Resources

Approved as to form:

J.B. VAN HOLLEN
Attorney General

Date: 11/18/10

ANNE C. MURPHY
Assistant Attorney General
State Bar # 1031600
Attorneys for the State of Wisconsin

FOR THE CITY OF WARRENVILLE, ILLINOIS

Date: 09-17-10

David L. Brummer
Mayor

FOR THE CITY OF WEST CHICAGO, ILLINOIS

Date: September 7, 2010

Michael B. Kwasman
Mayor

FOR THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY, ILLINOIS

Date: _____

_____
D. "Dewey" Pierotti Jr.
President

FOR THE COUNTY OF DUPAGE, ILLINOIS

Date: _____

_____
Robert Schillerstrom
Chairman

FOR THE CITY OF CHICAGO, ILLINOIS

Date: 11/15/10

By: _____
SUZANNE MALEC-MCKENNA
Commissioner
Department of Environment

Date: 11-10-10

By: Mara S. Georges
MARA S. GEORGES
Corporation Counsel
Department of Law

FOR THE CHICAGO PARK DISTRICT, ILLINOIS

Date: 11/15/10

By: Maria A. Garcia

Maria Garcia, General Counsel
Chicago Park District

FOR THE MULTISTATE TRUSTEE

Date: 11/17/10

Cynthia Brooks

Greenfield Environmental Multistate Trust LLC
Not Individually But Solely In Its Representative Capacity
As Trustee for the Multistate Trust
By: Greenfield Environmental Trust Group, Inc., Member
By: Cynthia Brooks, President

FOR THE SAVANNAH TRUSTEE

Date: 11/17/10

Cynthia Brooks

Greenfield Environmental Savannah Trust LLC
Not Individually But Solely In Its Representative Capacity
As Trustee for the Savannah Trust
By: Greenfield Environmental Trust Group, Inc., Member
By: Cynthia Brooks, President

FOR THE WEST CHICAGO TRUSTEE

WESTON SOLUTIONS, INC.,
NOT INDIVIDUALY BUT SOLELY
IN ITS REPRESENTATIVE CAPACITY AS
TRUSTEE OF THE WEST CHICAGO
ENVIRONMENTAL RESPONSE TRUST

Date: 11/16/10

By: _____
Peter A. Ceribelli
Chief Operating Officer

FOR THE CIMARRON TRUSTEE

The Cimarron Custodial Trustee By and through Environmental Properties Management, LLC, not individually but solely in the representative capacity as Trustee of the Cimarron Environmental Response Trust

Date: Nov 10, 2010 By: Stephen M. Linnemann

Stephen M. Linnemann, P.E,
not individually but solely in the representative capacity as President of the Trustee of the Custodial Trust

FOR THE HENDERSON TRUSTEE

The Henderson Trustee
By and through Le Petomane XXVII, Inc., not individually but solely in the representative capacity as Trustee of the Henderson Environmental Response Trust

Date: 11/11/10

By: Jay A. Steinberg, not individually but solely as President

Jay A. Steinberg, not individually but solely in the representative capacity as President of the Trustee of the Henderson Environmental Response Trust

Attachment A-1

Owned Funded Sites

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
1	MOBILE SITE	MOBILE PIGMENT COMPLEX	MOBILE PIGMENT COMPLEX	Mobile	AL	Multistate	YES	AL	
2	BIRMINGPORT SITE	BIRMINGPORT TERMINAL	7955 BIRMINGPORT RD	Mulga	AL	Multistate	YES	AL	
3	JACKSONVILLE TERMINAL	JACKSONVILLE - TALLEYRAND	2470 TALLEYRAND AVE	Duval	FL	Multistate	YES	FL	
4	JACKSONVILLE TERMINAL	JACKSONVILLE - TERMINAL	JACKSONVILLE TERMINAL	Duval	FL	Multistate	YES	FL	
5	KERR-MCGEE JACKSONVILLE SITE	JACKSONVILLE - CHEM PLANT	1611 TALLEYRAND AVE	Duval	FL	Multistate	YES	FL	
6	SAVANNAH FACILITY	SAVANNAH PLANT SITE	1 KERR-MCGEE ROAD	Savannah	GA	Savannah	YES	GA	
7	SODA SPRINGS SITE	SODA SPRINGS - 1963 - Part I	ACQUIRED PRIOR TO 1963	Caribou	ID	Multistate	YES	ID	
8	SODA SPRINGS SITE	SODA SPRINGS - FEE 236 - Part 2	#2 OF 3 PARCELS AT SODA SPGS	Caribou	ID	Multistate	YES	ID	
9	SODA SPRINGS SITE	SODA SPRINGS - VANADIAM-Part 3	ADJ TO VANADIUM PLANT	Caribou	ID	Multistate	YES	ID	
10	SODA SPRINGS SITE	SODA SPRINGS PLANT SITE	TWO MILES NORTH ON STATE HIGHWAY 34	Soda Springs	ID	Multistate	YES	ID	
11	REF AND OWNED RAS PROPERTIES	W. CHICAGO - Parcel 04-09-423-002	RARE EARTHS FACILITY - Factory Street	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
12	REF AND OWNED RAS PROPERTIES	W. CHICAGO - Parcel 04-09-423-003	RARE EARTHS FACILITY - Factory Street	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
13	REF AND OWNED RAS PROPERTIES	W. CHICAGO - Parcel 04-09-423-004	RARE EARTHS FACILITY - Factory Street	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
14	REF AND OWNED RAS PROPERTIES	W. CHICAGO - Parcel 04-09-423-005	RARE EARTHS FACILITY - Factory Street	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
15	REF AND OWNED RAS PROPERTIES	W. CHICAGO - Parcel 04-09-423-006	RARE EARTHS FACILITY - Factory Street	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
16	REF AND OWNED RAS PROPERTIES	W. CHICAGO - Parcel 04-09-423-007	RARE EARTHS FACILITY - Factory Street	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
17	REF AND OWNED RAS PROPERTIES	W. CHICAGO - Parcel 04-09-432-012	RARE EARTHS FACILITY - Factory & Weyrauch St	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
18	REF AND OWNED RAS PROPERTIES	W. CHICAGO - Parcel 04-09-433-001	RARE EARTHS FACILITY - 800 Weyrauch Street	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
19	REF AND OWNED RAS PROPERTIES	W. CHICAGO - Parcel 04-16-202-001	RARE EARTHS FACILITY	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
20	REF AND OWNED RAS PROPERTIES	W. CHICAGO - TAX # 04-04-402-002	553 YALE STREET	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
21	REF AND OWNED RAS PROPERTIES	W. CHICAGO - TAX # 04-09-415-009	323 WEST BLAIR STREET	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
22	REF AND OWNED RAS PROPERTIES	W. CHICAGO - TAX # 04-09-416-015	318 W. BLAIR STREET	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
23	REF AND OWNED RAS PROPERTIES	W. CHICAGO - TAX # 04-09-432-001	250 W. BROWN STREET	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
24	REF AND OWNED RAS PROPERTIES	W. CHICAGO - TAX # 04-09-439-015	740 JOLIET ST	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
25	REF AND OWNED RAS PROPERTIES	W. CHICAGO - TAX # 04-09-440-007	826 JOLIET & 826 1/2 JOLIET	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
26	REF AND OWNED RAS PROPERTIES	W. CHICAGO - TAX # 04-09-440-007	826 1/2 JOLIET & 826 JOLIET	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
27	REF AND OWNED RAS PROPERTIES	W. CHICAGO - TAX # 04-16-405-006	479 MELOLANE	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
28	REF AND OWNED RAS PROPERTIES	W. CHICAGO - TAX # 04-16-406-004	65 JOY ROAD	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
29	REF AND OWNED RAS PROPERTIES	W. CHICAGO - TAX # 04-09-439-013	700 BLK OF JOLIET STREET & HAZEL ST.	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
30	REF AND OWNED RAS PROPERTIES	W. CHICAGO - TAX # 04-09-439-014	736 JOLIET STREET	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
31	REF AND OWNED RAS PROPERTIES	W. CHICAGO - TAX # 04-09-440-001	LESTER & WEYRAUCH - LOT 8	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
32	REF AND OWNED RAS PROPERTIES	W. CHICAGO - TAX # 04-09-440-002	LESTER STREET - LOT 7	DuPage	IL	West Chicago	YES	IL	W. Chi. Local Communities
33	MADISON SITE	MADISON-- Part 1 - E & S BNDRY	ADJ TO E & S BOUNDARY	Madison	IL	Multistate	YES	IL	
34	MADISON SITE	MADISON-- Part 2 - LECLEDE #1	ADJ TO N BOUNDARY	Madison	IL	Multistate	YES	IL	
35	MADISON SITE	MADISON-- Part 3 - LECLEDE #2	ADJ TO N BOUNDARY	Madison	IL	Multistate	YES	IL	
36	MADISON SITE	MADISON-- Part 4 - N & S R-O-W	NORTH/SOUTH RIGHT OF WAY	Madison	IL	Multistate	YES	IL	
37	MADISON SITE	MADISON-- Part 5 - TREATING PLANT	NO. 2 WASHINGTON AVE	Madison	IL	Multistate	YES	IL	
38	SAUGET SITE	SAUGET	2702 OGDEN AVE	Sauget	IL	Multistate	YES	IL	
39	INDIANA WOOD TREATING SITE	INDIANAPOLIS - TREATING	1450 SOUTH EARHART STREET	Indianapolis	IN	Multistate	YES	IN	
40	INDIANA WOOD TREATING SITE	INDIANAPOLIS - 1735 LASALLE	1735 S. LASALLE ST	Marion	IN	Multistate	YES	IN	
41	INDIANA WOOD TREATING SITE	INDIANAPOLIS - 1747 LASALLE	1747-1749 S. LASALLE ST	Marion	IN	Multistate	YES	IN	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
42	INDIANA WOOD TREATING SITE	INDIANAPOLIS - SHERMAN AVE	ON SOUTH SHERMAN AVENUE	Marion	IN	Multistate	YES	IN	
43	INDIANA WOOD TREATING SITE	INDIANAPOLIS - STEWART	STEWART MEMORIAL CHURCH	Marion	IN	Multistate	YES	IN	
44	INDIANA WOOD TREATING SITE	INDIANAPOLIS - VANDEMAN	1717 VANDEMAN STREET	Marion	IN	Multistate	YES	IN	
45	INDIANA WOOD TREATING SITE	INDIANAPOLIS- BARRINGTON	BARR.MANOR & MN HTS LOTS	Marion	IN	Multistate	YES	IN	
46	INDIANA WOOD TREATING SITE	INDIANAPOLIS- LASALLE	1745 S. LASALLE ST	Marion	IN	Multistate	YES	IN	
47	RUSHVILLE SITE	RUSHVILLE - 114,115	LOTS 114, 115	Rush	IN	Multistate	YES	IN	
48	RUSHVILLE SITE	RUSHVILLE - 78, 79, 80, 81 & 82	LOTS 78, 79, 80, 81 & 82	Rush	IN	Multistate	YES	IN	
49	BOSSIER CITY SITE	BOSSIER CITY FORMER WOOD TREATING SITE	600 HAMILTON RD	Bossier City	LA	Multistate	YES	LA	
50	CALHOUN GAS PLANT-NEIGHBORING PROPERTIES	CALHOUN / CHAMBLISS	0.916 ACRES ON GRIGGS RD.	Ouachita	LA	Multistate	YES	LA	
51	CALHOUN GAS PLANT-NEIGHBORING PROPERTIES	CALHOUN / GOLSON	3 ACRES - GOLSON	Ouachita	LA	Multistate	YES	LA	
52	CALHOUN GAS PLANT-NEIGHBORING PROPERTIES	CALHOUN / GREENE	20 ACRES, GREENE	Ouachita	LA	Multistate	YES	LA	
53	CALHOUN GAS PLANT-NEIGHBORING PROPERTIES	CALHOUN / MASSEY B.	7.5 ACRES-MASSEY(BRUCE)	Ouachita	LA	Multistate	YES	LA	
54	CALHOUN GAS PLANT-NEIGHBORING PROPERTIES	CALHOUN / MASSEY L.	LARRY W. MASSEY PROPERTY	Ouachita	LA	Multistate	YES	LA	
55	CALHOUN GAS PLANT-NEIGHBORING PROPERTIES	CALHOUN / NICHOLS	242 GRIGGS ROAD	Ouachita	LA	Multistate	YES	LA	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
56	CALHOUN GAS PLANT-NEIGHBORING PROPERTIES	CALHOUN / TURNER	3 ACRES - TURNER	Ouachita	LA	Multistate	YES	LA	
57	CALHOUN GAS PLANT-NEIGHBORING PROPERTIES	CALHOUN / WILLIAMS	0.51 ACRE W/HOUSE - WILLIAMS	Ouachita	LA	Multistate	YES	LA	
58	SPRINGFIELD SITE	SPRINGFIELD FORMER WOOD TREATING	Lot 51B, GOLDEN HILLS	Greene	MO	Multistate	YES	MO	
59	KANSAS CITY SITE	KANSAS CITY TREATING PLANT	2300 OAKLAND (AT SOUTH 23RD STREET & I-435)	Kansas City	MO	Multistate	YES	MO	
60	SPRINGFIELD SITE	SPRINGFIELD-TREATING PLANT	2800/ 3800 W. HIGH STREET	Springfield	MO	Multistate	YES	MO	
61	COLUMBUS SITE	COLUMBUS TREATING	2300 SOUTH 14TH AVENUE	Columbus	MS	Multistate	YES	MS	
62	MERIDIAN SITE	MERIDIAN ORPHAN SITE	NORTH, ORPHAN SITE	Lauderdale	MS	Multistate	YES	MS	
63	COLUMBUS SITE	COLUMBUS - LOT 5 SQUARE	SE/C 14TH AVE NO. & 21ST N. (2300 14TH AVE)	Lowndes	MS	Multistate	YES	MS	
64	MERIDIAN SITE	MERIDIAN TREATING	HIGHWAY 11 SOUTH (310 HIGHWAY S)	Meridian	MS	Multistate	YES	MS	
65	NAVASSA SITE	WILMINGTON PLANT-Abandoned	NAVASSA ROAD	Navassa	NC	Multistate	YES	NC	
66	HENDERSON PROPERTY	HENDERSON PLANT	8000 WEST LAKE MEAD DRIVE (INCLUDING 140 ACRES OF UNDEVELOPED LAND)	Henderson	NV	Henderson	YES	NV	
67	BRISTOL MINE SITE	PATENT MINING CLAIMS AND ASSOCIATED LAND NEAR BRISTOL MINE SITES	T3N, R66E (Additional Details on Attachment A-4)	Pioche Area	NV	Multistate	YES	NV	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
68	CASELTON MINE SITE	PATENT MINING CLAIMS AND ASSOCIATED LAND NEAR CASELTON MINE SITES	T01N, R67 E, SEC. 32, E ½ AND W ½, AND T01S, R67E, SEC. 4, NE 1/4, NE 1/4, 7.5' QUADRANGLE; WEST LONGITUDE: -114.4920, NORTH LATITUDE: 37.9250 (Additional Details on Attachment A-4)	Pioche Area	NV	Multistate	YES	NV	
69	CASELTON MINE SITE	CASELTON MILL, CASELTON HEIGHTS AREA, AND ASSOCIATED MILL TAILINGS	TOWNSHIP 1 NORTH, RANGE 67 EAST, IMMEDIATELY WEST OF THE TOWN OF PIOCHE	Pioche Area	NV	Multistate	YES	NV	
70	ROME SITE	ROME	51.29 & 12.93 acre tracts (5856 AND 5900 SUCCESS DRIVE)	Oneida	NY	Multistate	YES	NY	
71	ROME SITE	ROME	Sec 222, Blk 2, Lot 16 - London Rd	Oneida	NY	Multistate	YES	NY	
72	CLEVELAND SITE	CLEVELAND FORMER REFINERY FEE LANDS	400 SOUTH SWAN	Cleveland	OK	Multistate	YES	OK	
73	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING-MAVERIC MINI MART		Cushing	OK	Multistate	YES	OK	
74	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING- OKLAHOMA OILWELL CEMENTING CO.	1 acre	Cushing	OK	Multistate	YES	OK	
75	CIMARRON SITE	CIMARRON FORMER NUCLEAR FUELS FACILITY- MARTIN FARM	FEE #45 CIMARRON FACILITY	Logan	OK	Cimarron	YES	OK	
76	CLEVELAND SITE	CLEVELAND FORMER REFINERY FEE LANDS	CLEVELAND REFINERY (500 S. SWAN ROAD)	Pawnee	OK	Multistate	YES	OK	
77	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - BROWN PPTY	17.19 ACRES W/RESIDENCE	Payne	OK	Multistate	YES	OK	
78	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - JEFF CARGILL	1.28 ACRES + Shed & Mobile Home	Payne	OK	Multistate	YES	OK	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
79	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - C.W. CARGILL	3.75 ACRES - Shop & Mobile Homes	Payne	OK	Multistate	YES	OK	
80	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - PARKER	PARKER PROPERTY	Payne	OK	Multistate	YES	OK	
81	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - ANDERSON	ANDERSON PROPERTY	Payne	OK	Multistate	YES	OK	
82	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - AREA TANKS	CUSHING AREA TANKS	Payne	OK	Multistate	YES	OK	
83	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - BANK PPTY	2.46A	Payne	OK	Multistate	YES	OK	
84	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - BOYDSTON	BOYDSTON PROP	Payne	OK	Multistate	YES	OK	
85	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - CHANEL	CHANEL ENERGY PROPERTY	Payne	OK	Multistate	YES	OK	
86	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - ERW INC.	ERW INC. PROPERTY	Payne	OK	Multistate	YES	OK	
87	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - FEE 90 - 8.49 ACRES	SW/c SE4	Payne	OK	Multistate	YES	OK	
88	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - FEE 90 - 10.33 ACRES	E481' S935.5 OF E2 S22 18N 5E	Payne	OK	Multistate	YES	OK	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
89	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - FEE 90 - 200.479 ACRES	SE4 LESS TRS CONV E2 SW4	Payne	OK	Multistate	YES	OK	
90	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - FEE 90 - 39.5 ACRES	E16' NW4 SE4 & NE4 SE4 LESS 1A	Payne	OK	Multistate	YES	OK	
91	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - GRAVENS	.35A - GRAVENS PROPERTY	Payne	OK	Multistate	YES	OK	
92	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - HARRIS	5.58A	Payne	OK	Multistate	YES	OK	
93	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - HUGGENS	JACK & IRA HUGGENS PPTY	Payne	OK	Multistate	YES	OK	
94	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - LAND	LAND	Payne	OK	Multistate	YES	OK	
95	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - MARTIN	MARTIN PROPERTY	Payne	OK	Multistate	YES	OK	
96	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - MULTIMEDIA	MULTIMEDIA PROPERTY	Payne	OK	Multistate	YES	OK	
97	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - NOLAN VINSON	NOLAN VINSON PROPERTY	Payne	OK	Multistate	YES	OK	
98	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - RUNNELS PROPERTY	47.31 ACRES	Payne	OK	Multistate	YES	OK	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
99	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - RUTHERFORD	RUTHERFORD PROPERTY	Payne	OK	Multistate	YES	OK	
100	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - TORONTO	TORONTO RESOURCE PROP	Payne	OK	Multistate	YES	OK	
101	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - WILSON	JIMMY WILSON PROPERTY	Payne	OK	Multistate	YES	OK	
102	AVOCA SITE	AVOCA, PA TREATING PLANT	MCALPINE ST. NEAR YORK AVENUE	Avoca	PA	Multistate	YES	PA	
103	BEAUMONT SITE	BEAUMONT PLANT	1110 PINE ST	Beaumont	TX	Multistate	YES	TX	
104	TEXARKANA FACILITY	TEXARKANA - #1	155 Buchanan Road	Bowie	TX	Multistate	YES	TX	
105	TEXARKANA FACILITY	TEXARKANA GREENBELT - #2	GREENBELT, E SIDE OF PLANT	Bowie	TX	Multistate	YES	TX	
106	TEXARKANA FACILITY	TEXARKANA POND - #3	POND	Bowie	TX	Multistate	YES	TX	
107	CORPUS CHRISTI NO. 1 TERMINAL	CORPUS CHRISTI #08	JOHN G. HATCH - TRACT I	Nueces	TX	Multistate	YES	TX	
108	CORPUS CHRISTI NO. 1 TERMINAL	CORPUS CHRISTI #09	JOHN G. HATCH - TRACT II	Nueces	TX	Multistate	YES	TX	
109	CORPUS CHRISTI NO. 1 TERMINAL	CORPUS CHRISTI #10	JOHN G. HATCH - TRACT III	Nueces	TX	Multistate	YES	TX	
110	CORPUS CHRISTI NO. 1 TERMINAL	CORPUS CHRISTI #01-A	N. BDWY - TERM 1- #1	Nueces	TX	Multistate	YES	TX	
111	CORPUS CHRISTI NO. 1 TERMINAL	CORPUS CHRISTI #01-B	S. BDWY - TERM 1- #2	Nueces	TX	Multistate	YES	TX	
112	CORPUS CHRISTI NO. 1 TERMINAL	CORPUS CHRISTI #01-C	SALT FLATS - TERM 1- #3	Nueces	TX	Multistate	YES	TX	
113	TEXARKANA FACILITY	TEXARKANA PLANT - #4	2513 BUCHANON ROAD	Texarkana	TX	Multistate	YES	TX	

Attachment A-2

Owned Service Stations

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
1	OWNED SERVICE STATION	SELMA #2157	3217 WATERS ST.	Dallas	AL	Multistate	YES	AL	
2	OWNED SERVICE STATION	SELMA #5030	US HWY 80 EAST	Dallas	AL	Multistate	YES	AL	
3	OWNED SERVICE STATION	BOAZ #1	HWY 431 SOUTH (SARDIS CITY)	Etowah	AL	Multistate	YES	AL	
4	OWNED SERVICE STATION	E. GADSDEN #7075	HWY 278 EAST	Etowah	AL	Multistate	YES	AL	
5	OWNED SERVICE STATION	E. GADSDEN #7090	300 E MEIGHAN BLVD	Etowah	AL	Multistate	YES	AL	
6	OWNED SERVICE STATION	JASPER	OLD HIGHWAY 78W (ADJACENT LOT)	Jasper	AL	Multistate	YES	AL	
7	OWNED SERVICE STATION	BESSEMER #5011 - PLAT 1	4536 BESSEMER HWY	Jefferson	AL	Multistate	YES	AL	
8	OWNED SERVICE STATION	BESSEMER #5012 - PLAT 2	4536 BESSEMER HWY	Jefferson	AL	Multistate	YES	AL	
9	OWNED SERVICE STATION	BIRMINGHAM #2081	1600 DENNISON	Jefferson	AL	Multistate	YES	AL	
10	OWNED SERVICE STATION	HUNTSVILLE #7095	3105 BOB WALLACE AVENUE	Madison	AL	Multistate	YES	AL	
11	OWNED SERVICE STATION	MONTGOMERY #7101	4118 MOBILE RD	Montgomery	AL	Multistate	YES	AL	

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12	OWNED SERVICE STATION	JASPER #7063	1302 BANKHEAD HWY	Walker	AL	Multistate	YES	AL	
13	OWNED SERVICE STATION	DEWITT #1 - AR	9TH & JEFFERSON	Arkansas	AR	Multistate	YES	NONE	
14	OWNED SERVICE STATION	STUTTGART #1	US HWY 79 & SPRING ST.	Arkansas	AR	Multistate	YES	NONE	
15	OWNED SERVICE STATION	MOUNTAIN HOME #1	1025 HIGHWAY 62 SW	Baxter	AR	Multistate	YES	NONE	
16	OWNED SERVICE STATION	ROGERS #1	1540 SOUTH OLRICH (NEAR 8TH STREET)	Benton	AR	Multistate	YES	NONE	
17	OWNED SERVICE STATION	SILOAM SPRINGS #1	ARKANSAS HWY 68/59 RT 4	Benton	AR	Multistate	YES	NONE	
18	OWNED SERVICE STATION	ARKADELPHIA #1	ROUTE 3 US HWY 67	Clark	AR	Multistate	YES	NONE	
19	OWNED SERVICE STATION	JONESBORO #1	1208 E. JOHNSON	Craighead	AR	Multistate	YES	NONE	
20	OWNED SERVICE STATION	WEST MEMPHIS #1	1024 N. MISSOURI	Crittenden	AR	Multistate	YES	NONE	
21	OWNED SERVICE STATION	CONWAY #2	SW/C OAK & FACTORY STS	Faulkner	AR	Multistate	YES	NONE	
22	OWNED SERVICE STATION	HOT SPRINGS #1	3521 CENTRAL AVE.	Garland	AR	Multistate	YES	NONE	
23	OWNED SERVICE STATION	MALVERN #1	305 W PAGE AVENUE	Hot Spring	AR	Multistate	YES	NONE	
24	OWNED SERVICE STATION	MALVERN #3	HWY 270 & OLD MILITARY RD	Hot Springs	AR	Multistate	YES	NONE	
25	OWNED SERVICE STATION	BATESVILLE #1	614 ST. LOUIS	Independence	AR	Multistate	YES	NONE	

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26	OWNED SERVICE STATION	WEST HELENA #1	420 N. SEBASTIAN	Phillips	AR	Multistate	YES	NONE	
27	OWNED SERVICE STATION	RUSSELLVILLE #1	1301 S. ARKANSAS	Pope	AR	Multistate	YES	NONE	
28	OWNED SERVICE STATION	NORTH LITTLE ROCK	NW/C I-40 & CENT APT RD	Pulaski	AR	Multistate	YES	NONE	
29	OWNED SERVICE STATION	NORTH LITTLE ROCK #6	3823 PIKE AVENUE	Pulaski	AR	Multistate	YES	NONE	
30	OWNED SERVICE STATION	FORREST CITY #1	1506 N. WASHINGTON	St. Francis	AR	Multistate	YES	NONE	
31	OWNED SERVICE STATION	SPRINGDALE #1	1901 SUNSET AVE	Washington	AR	Multistate	YES	NONE	
32	OWNED SERVICE STATION	JACKSONVILLE #3078	10414 LEM TURNER RD.	Duval	FL	Multistate	YES	FL	
33	OWNED SERVICE STATION	JACKSONVILLE #3054	6930 103RD STREET	Duval	FL	Multistate	YES	FL	
34	OWNED SERVICE STATION	JACKSONVILLE #3	US HWY 1 (Dinsmore)	Duval	FL	Multistate	YES	FL	
35	OWNED SERVICE STATION	JACKSONVILLE #3064	3131 WEST BEAVER ST	Duval	FL	Multistate	YES	FL	
36	OWNED SERVICE STATION	TAMPA #3045	5239 S. MCDILL AVE.	Hillsborough	FL	Multistate	YES	FL	
37	OWNED SERVICE STATION	MACON #3008	5500 SOUTH HOUSTON	Bibb	GA	Multistate	YES	GA	

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38	OWNED SERVICE STATION	ATLANTA #2138	2095 JONESBORO RD.	Fulton	GA	Multistate	YES	GA	
39	OWNED SERVICE STATION	WARNER ROBINS #3004	101 WATSON BLVD.	Houston	GA	Multistate	YES	GA	
40	OWNED SERVICE STATION	DEWITT #1	200 SOUTH SIXTH	Clinton	IA	Multistate	YES	IA	
41	OWNED SERVICE STATION	ESTHERVILLE #1	1715 E CENTRAL AVENUE	Emmet	IA	Multistate	YES	IA	
42	OWNED SERVICE STATION	HUMBOLDT #1	404 13TH ST. NORTH	Humboldt	IA	Multistate	YES	IA	
43	OWNED SERVICE STATION	IOWA CITY #2	2229 MUSCATINE	Johnson	IA	Multistate	YES	IA	
44	OWNED SERVICE STATION	RED OAK #1	1001 BROADWAY	Montgomery	IA	Multistate	YES	IA	
45	OWNED SERVICE STATION	MUSCATINE #1	201 (210) GREEN ST.	Muscatine	IA	Multistate	YES	IA	
46	OWNED SERVICE STATION	MUSCATINE #2	1507 PARK AVENUE	Muscatine	IA	Multistate	YES	IA	
47	OWNED SERVICE STATION	DES MOINES #05	6601-6667 DOUGLAS BLVD.	Polk	IA	Multistate	YES	IA	
48	OWNED SERVICE STATION	DES MOINES #18	SE/C UNIVERSITY & 14TH	Polk	IA	Multistate	YES	IA	
49	OWNED SERVICE STATION	BETTENDORF #1	2838 STATE STREET	Scott	IA	Multistate	YES	IA	
50	OWNED SERVICE STATION	DAVENPORT #3	2334 ROCKINGHAM ROAD	Scott	IA	Multistate	YES	IA	
51	OWNED SERVICE STATION	AMES #1	517-519 LINCOLN WAY	Story	IA	Multistate	YES	IA	

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52	OWNED SERVICE STATION	CRESTON #3	709 S. ELM ST.	Union	IA	Multistate	YES	IA	
53	OWNED SERVICE STATION	SIOUX CITY #2	1400 INGLESIDE AVE	Woodbury	IA	Multistate	YES	IA	
54	OWNED SERVICE STATION	URBANA #1	1302 N. CUNNINGHAM ROAD	Champaign	IL	Multistate	YES	IL	
55	OWNED SERVICE STATION	TUSCOLA #1	405 S MAIN	Douglas	IL	Multistate	YES	IL	
56	OWNED SERVICE STATION	PARIS #1	RT 6 HIGHWAY NO 1 NORTH	Edgar	IL	Multistate	YES	IL	
57	OWNED SERVICE STATION	WHITE HALL #1	715 NORTH MAIN	Greene	IL	Multistate	YES	IL	
58	OWNED SERVICE STATION	WATSEKA #1	337 W. WALNUT	Iroquois	IL	Multistate	YES	IL	
59	OWNED SERVICE STATION	AURORA #1	410 HILL STREET	Kane	IL	Multistate	YES	IL	
60	OWNED SERVICE STATION	KANKAKEE #1	1305 N. SCHUYLER	Kankakee	IL	Multistate	YES	IL	
61	OWNED SERVICE STATION	GALESBURG #1	484 N. HENDERSON	Knox	IL	Multistate	YES	IL	
62	OWNED SERVICE STATION	GALESBURG #2	829 W. GROVE	Knox	IL	Multistate	YES	IL	
63	OWNED SERVICE STATION	VIRDEN #1	110 E. DEANE ST. (110 S. SPRINGFIELD)	Macoupin	IL	Multistate	YES	IL	
64	OWNED SERVICE STATION	COTTAGE HILLS #1	501 WEST MACARTHUR	Madison	IL	Multistate	YES	IL	
65	OWNED SERVICE STATION	MADISON #1	425 MC CAMBRIDGE	Madison	IL	Multistate	YES	IL	

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66	OWNED SERVICE STATION	MACOMB #1	707 W JACKSON	McDonough	IL	Multistate	YES	IL	
67	OWNED SERVICE STATION	MOLINE #2	4655-4TH AVENUE	Rock Island	IL	Multistate	YES	IL	
68	OWNED SERVICE STATION	ROCK ISLAND #2	5001 11TH ST.	Rock Island	IL	Multistate	YES	IL	
69	OWNED SERVICE STATION	HERRIN #1	1106 S. PARK AVENUE	Williamson	IL	Multistate	YES	IL	
70	OWNED SERVICE STATION	HARTFORD CITY #1	1307 N. WALNUT	Blackford	IN	Multistate	YES	IN	
71	OWNED SERVICE STATION	LEBANON #1	1914 N. LEBANON	Boone	IN	Multistate	YES	IN	
72	OWNED SERVICE STATION	GREENSBURG	1208 N. LINCOLN	Decatur	IN	Multistate	YES	IN	
73	OWNED SERVICE STATION	MUNCIE #1	3210 E. JACKSON	Delaware	IN	Multistate	YES	IN	
74	OWNED SERVICE STATION	NOBLESVILLE #1 - PLAT2	200 EAST CONNER	Hamilton	IN	Multistate	YES	IN	
75	OWNED SERVICE STATION	NOBLESVILLE #1 - PLAT 1	2000 EAST CONNER	Hamilton	IN	Multistate	YES	IN	
76	OWNED SERVICE STATION	KOKOMO #1	1023 E MARKLAND	Howard	IN	Multistate	YES	IN	
77	OWNED SERVICE STATION	INDIANAPOLIS #03	4057 SOUTHEASTERN/1425 TEMPERANCE	Marion	IN	Multistate	YES	IN	
78	OWNED SERVICE STATION	INDIANAPOLIS #04	1310 ROOSEVELT AVENUE	Marion	IN	Multistate	YES	IN	
79	OWNED SERVICE STATION	CRAWFORDSVILLE #1	DARLINGTON & VERMONT ST	Montgomery	IN	Multistate	YES	IN	

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80	OWNED SERVICE STATION	HUMBOLDT #1	617 SOUTH 9TH STREET	Allen	KS	Multistate	YES	KS	
81	OWNED SERVICE STATION	GARNETT #1	103 MAPLE STREET	Anderson	KS	Multistate	YES	KS	
82	OWNED SERVICE STATION	SEDAN #1 - PLAT 1	MAIN & SCHOOL STREETS	Chautauqua	KS	Multistate	YES	KS	
83	OWNED SERVICE STATION	SEDAN #1 - PLAT 2	SE/C MAIN & SCHOOL	Chautauqua	KS	Multistate	YES	KS	
84	OWNED SERVICE STATION	COLUMBUS #1	124 NO. KANSAS AVENUE (NEAR WALNUT)	Cherokee	KS	Multistate	YES	KS	
85	OWNED SERVICE STATION	ABILENE #1	SW/C 6TH & BUCKEYE	Dickinson	KS	Multistate	YES	KS	
86	OWNED SERVICE STATION	PARSONS #1	2601 NORTH MAIN	Labette	KS	Multistate	YES	KS	
87	OWNED SERVICE STATION	McPHERSON #1	KANSAS AND HICKORY	McPherson	KS	Multistate	YES	KS	
88	OWNED SERVICE STATION	CANEY #1	401 N. McGEE	Montgomery	KS	Multistate	YES	KS	
89	OWNED SERVICE STATION	COFFEYVILLE #1	812 EAST 11TH	Montgomery	KS	Multistate	YES	KS	
90	OWNED SERVICE STATION	COFFEYVILLE #2	403 WEST 11TH ST	Montgomery	KS	Multistate	YES	KS	
91	OWNED SERVICE STATION	ERIE #1	205 W. 4TH	Neosho	KS	Multistate	YES	KS	
92	OWNED SERVICE STATION	CHANUTE #1 & #2	306 (305) S. LINCOLN + EXT. LAND	Neosho	KS	Multistate	YES	KS	
93	OWNED SERVICE STATION	LARNED #1	1404 BROADWAY	Pawnee	KS	Multistate	YES	KS	

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94	OWNED SERVICE STATION	SALINA #1	235 SOUTH BROADWAY	Saline	KS	Multistate	YES	KS	
95	OWNED SERVICE STATION	SCOTT CITY #1	12TH & S. MAIN	Scott	KS	Multistate	YES	KS	
96	OWNED SERVICE STATION	TOPEKA #1 (WAKARUSA)	US 75 & FORBES AFB	Shawnee	KS	Multistate	YES	KS	
97	OWNED SERVICE STATION	TOPEKA #6	2635 CALIFORNIA	Shawnee	KS	Multistate	YES	KS	
98	OWNED SERVICE STATION	NEODESHA #1	903 MAIN STREET	Wilson	KS	Multistate	YES	KS	
99	OWNED SERVICE STATION	FRANKFORT #2166	US HWY 60/MEADOWVIEW	Frankin	KY	Multistate	YES	NONE	
100	OWNED SERVICE STATION	MAYFIELD #1	723 E. BROADWAY	Graves	KY	Multistate	YES	NONE	
101	OWNED SERVICE STATION	LOUISVILLE #2123	4804 SOUTHSIDE DR.	Jefferson	KY	Multistate	YES	NONE	
102	OWNED SERVICE STATION	LOUISVILLE #2147	8800 MINORS LANE	Jefferson	KY	Multistate	YES	NONE	
103	OWNED SERVICE STATION	LOUISVILLE #2151	8207 OLD 3RD ST. RD	Jefferson	KY	Multistate	YES	NONE	
104	OWNED SERVICE STATION	LOUISVILLE #2152	9123 DIXIE HIGHWAY	Jefferson	KY	Multistate	YES	NONE	
105	OWNED SERVICE STATION	PADUCAH #1	1922 BRIDGE STREET	McCracken	KY	Multistate	YES	NONE	
106	OWNED SERVICE STATION	PADUCAH #3	1391 S. BELTLINE HWY	McCracken	KY	Multistate	YES	NONE	
107	OWNED SERVICE STATION	HARRODSBURG #1006	COLLEGE & LEXINGTON	Mercer	KY	Multistate	YES	NONE	

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108	OWNED SERVICE STATION	MANSFIELD #9021	1006 JENKINS STREET	DeSota Parish	LA	Multistate	YES	LA	
109	OWNED SERVICE STATION	WINNSBORO #9018	LOCUST & MAIN STREETS	Frankin	LA	Multistate	YES	LA	
110	OWNED SERVICE STATION	RAYVILLE #9001	219-221 HARRISON	Richland	LA	Multistate	YES	LA	
111	OWNED SERVICE STATION	RAYVILLE #9022	1100 JULIA ST	Richland	LA	Multistate	YES	LA	
112	OWNED SERVICE STATION	FARMERVILLE #9013	LA HWY & BOUNDARY	Union Parish	LA	Multistate	YES	LA	
113	OWNED SERVICE STATION	BLUE EARTH #1	321 NORTH GROVE	Faribault	MN	Multistate	YES	NONE	
114	OWNED SERVICE STATION	WORTHINGTON #1	1320 GRAND	Nobles	MN	Multistate	YES	NONE	
115	OWNED SERVICE STATION	LUVERNE #1	211 S. KNISS AVE.	Rock	MN	Multistate	YES	NONE	
116	OWNED SERVICE STATION	KIRKSVILLE #1	1024 E MCPHERSON ST	Adair	MO	Multistate	YES	MO	
117	OWNED SERVICE STATION	MEXICO #2	726 E. LIBERTY	Audrain	MO	Multistate	YES	MO	
118	OWNED SERVICE STATION	KENNETT #2	1333 FIRST STREET	Dunklin	MO	Multistate	YES	MO	
119	OWNED SERVICE STATION	SPRINGFIELD #2	1419 E. KEARNEY	Greene	MO	Multistate	YES	MO	
120	OWNED SERVICE STATION	MACON #1	102 S.MISSOURI	Macon	MO	Multistate	YES	MO	
121	OWNED SERVICE STATION	CHARLESTON #1	200 WEST MARSHALL	Mississippi	MO	Multistate	YES	MO	

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122	OWNED SERVICE STATION	PERRYVILLE #1	300 W ST JOSEPH	Perry	MO	Multistate	YES	MO	
123	OWNED SERVICE STATION	MARSHALL #1	NW/C I-70 & CO. RD. YY	Saline	MO	Multistate	YES	MO	
124	OWNED SERVICE STATION	NEVADA #1	212 SOUTH OAK	Vernon	MO	Multistate	YES	MO	
125	OWNED SERVICE STATION	JACKSON #5074	5502 N. STATE ST.	Hinds	MS	Multistate	YES	MS	
126	OWNED SERVICE STATION	PASCAGOULA #2154	2415 INGALLS AVENUE	Jackson	MS	Multistate	YES	MS	
127	OWNED SERVICE STATION	BOONEVILLE #1	102 SOUTH 2ND ST	Prentiss	MS	Multistate	YES	MS	
128	OWNED SERVICE STATION	GRAFTON #1	640 WEST 12TH ST.	Walsh	ND	Multistate	YES	NONE	
129	OWNED SERVICE STATION	OMAHA #09	8516 BLONDO	Douglas	NE	Multistate	YES	NONE	
130	OWNED SERVICE STATION	OMAHA #10	1902 S. 10TH STREET	Douglas	NE	Multistate	YES	NONE	
131	OWNED SERVICE STATION	OMAHA #7	2932 MYRTLE AVENUE	Douglas	NE	Multistate	YES	NONE	
132	OWNED SERVICE STATION	LINCOLN #2	2910 N. 48TH	Lancaster	NE	Multistate	YES	NONE	
133	OWNED SERVICE STATION	LINCOLN #5	1740 COTNER BLVD.	Lancaster	NE	Multistate	YES	NONE	
134	OWNED SERVICE STATION	NORFOLK #1	311 OMAHA AVE.	Madison	NE	Multistate	YES	NONE	
135	OWNED SERVICE STATION	NEBRASKA CITY #1	718 S. 11TH STREET	Otoe	NE	Multistate	YES	NONE	

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136	OWNED SERVICE STATION	BELEN #1	I-25 SOUTH EDGE OF TOWN	Valencia	NM	Multistate	YES	NONE	
137	OWNED SERVICE STATION	EL RENO #1	1102 S. ROCK ISLAND	Canadian	OK	Multistate	YES	OK	
138	OWNED SERVICE STATION	OKLA CITY #077	NE/C SW 29TH & SARA RD.	Canadian	OK	Multistate	YES	OK	
139	OWNED SERVICE STATION	YUKON-MILLER #1A	SE/C SW 15 & CZECH HALL	Canadian	OK	Multistate	YES	OK	
140	OWNED SERVICE STATION	LAWTON #1	2201 NW SHERIDAN ROAD	Comanche	OK	Multistate	YES	OK	
141	OWNED SERVICE STATION	LAWTON #2	2716 FT SILL BLVD.	Comanche	OK	Multistate	YES	OK	
142	OWNED SERVICE STATION	LAWTON #3	1015 "I" STREET	Comanche	OK	Multistate	YES	OK	
143	OWNED SERVICE STATION	LAWTON #5	1515 LEE BLVD.	Comanche	OK	Multistate	YES	OK	
144	OWNED SERVICE STATION	DRUMRIGHT #3	SE/C TUCKER & BROADWAY	Creek	OK	Multistate	YES	OK	
145	OWNED SERVICE STATION	ENID #2	1123 N. GRAND	Garfield	OK	Multistate	YES	OK	
146	OWNED SERVICE STATION	ENID #8	1005 E. WILLOW	Garfield	OK	Multistate	YES	OK	
147	OWNED SERVICE STATION	CHICKASHA #1	2102 S. 4TH	Grady	OK	Multistate	YES	OK	
148	OWNED SERVICE STATION	MANGUM #1	1720 N. LOUIS TITTLE AVE.	Greer	OK	Multistate	YES	OK	
149	OWNED SERVICE STATION	ALTUS #2	1321 N. MAIN.	Jackson	OK	Multistate	YES	OK	

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150	OWNED SERVICE STATION	ALTUS #3	1921 E. BROADWAY	Jackson	OK	Multistate	YES	OK	
151	OWNED SERVICE STATION	TONKAWA #1	601 E. NORTH AVENUE	Kay	OK	Multistate	YES	OK	
152	OWNED SERVICE STATION	HENNESSEY #1	619 N. MAIN STREET	Kingfisher	OK	Multistate	YES	OK	
153	OWNED SERVICE STATION	WILBURTON #1	HIGHWAYS 2 AND 270	Latimer	OK	Multistate	YES	OK	
154	OWNED SERVICE STATION	POTEAU #2	HWY 271 & 59 SOUTH	LeFlore	OK	Multistate	YES	OK	
155	OWNED SERVICE STATION	PRYOR #2	409 SOUTH MILL ST	Mayes	OK	Multistate	YES	OK	
156	OWNED SERVICE STATION	PURCELL #3	I-35 & JOHNSON ROAD	McClain	OK	Multistate	YES	OK	
157	OWNED SERVICE STATION	SULPHUR #1	1815 W. BROADWAY	Murray	OK	Multistate	YES	OK	
158	OWNED SERVICE STATION	PERRY #1 - STATION	8TH & FIR (STATION)	Noble	OK	Multistate	YES	OK	
159	OWNED SERVICE STATION	PERRY #2 - BOCOX	BOCOX PROPERTY	Noble	OK	Multistate	YES	OK	
160	OWNED SERVICE STATION	PERRY #3 - HOMELAND	702 FIR STREET	Noble	OK	Multistate	YES	OK	
161	OWNED SERVICE STATION	OKLA CITY #009	12000 NORTHEAST EXPWY	Oklahoma	OK	Multistate	YES	OK	
162	OWNED SERVICE STATION	DEL CITY #2	3300 SE 15TH STREET	Oklahoma	OK	Multistate	YES	OK	
163	OWNED SERVICE STATION	HARRAH #1	HOLDEN AND HARRAH ROAD	Oklahoma	OK	Multistate	YES	OK	

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164	OWNED SERVICE STATION	BETHANY #1	SW/C NW 39 & COUNCIL, FEE 121	Oklahoma	OK	Multistate	YES	OK	
165	OWNED SERVICE STATION	OKLA CITY #014	3834 NW 10	Oklahoma	OK	Multistate	YES	OK	
166	OWNED SERVICE STATION	OKLA CITY #019	4100 NW EXPRESSWAY	Oklahoma	OK	Multistate	YES	OK	
167	OWNED SERVICE STATION	OKLA CITY #022	3216 NORTH MAY	Oklahoma	OK	Multistate	YES	OK	
168	OWNED SERVICE STATION	OKLA CITY #023	2109 NE 23RD ST	Oklahoma	OK	Multistate	YES	OK	
169	OWNED SERVICE STATION	OKLA CITY #028 - PLAT 1	8005 N. MAY	Oklahoma	OK	Multistate	YES	OK	
170	OWNED SERVICE STATION	OKLA CITY #028 - PLAT 2	8005 N. MAY	Oklahoma	OK	Multistate	YES	OK	
171	OWNED SERVICE STATION	OKLA CITY #056 - PLAT 1	25 N.E. 36TH	Oklahoma	OK	Multistate	YES	OK	
172	OWNED SERVICE STATION	OKLA CITY #056 - PLAT 2	25 N.E. 36TH	Oklahoma	OK	Multistate	YES	OK	
173	OWNED SERVICE STATION	OKLA CITY #062	5221 S. WESTERN	Oklahoma	OK	Multistate	YES	OK	
174	OWNED SERVICE STATION	OKLA CITY #063 - PLAT 1	7025 S. WESTERN	Oklahoma	OK	Multistate	YES	OK	
175	OWNED SERVICE STATION	OKLA CITY #063 - PLAT 2	7025 S WESTERN	Oklahoma	OK	Multistate	YES	OK	
176	OWNED SERVICE STATION	OKLA CITY #064	3630 N. MACARTHUR	Oklahoma	OK	Multistate	YES	OK	
177	OWNED SERVICE STATION	OKLA CITY #074	7800 NW 10TH	Oklahoma	OK	Multistate	YES	OK	

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178	OWNED SERVICE STATION	OKLA CITY #084	1301 SE 15TH	Oklahoma	OK	Multistate	YES	OK	
179	OWNED SERVICE STATION	OKLA CITY #087	9000 N WESTERN	Oklahoma	OK	Multistate	YES	OK	
180	OWNED SERVICE STATION	OKLA CITY #088 - PLAT 1	4300 SE 59TH	Oklahoma	OK	Multistate	YES	OK	
181	OWNED SERVICE STATION	OKLA CITY #088 - PLAT 2	4300 SE 59TH	Oklahoma	OK	Multistate	YES	OK	
182	OWNED SERVICE STATION	OKLA CITY #096	1131 N. MERIDIAN	Oklahoma	OK	Multistate	YES	OK	
183	OWNED SERVICE STATION	OKLA CITY #098	1801 N. LINWOOD	Oklahoma	OK	Multistate	YES	OK	
184	OWNED SERVICE STATION	OKLA CITY #109	4325 N.W. 39TH EXPRESSWAY	Oklahoma	OK	Multistate	YES	OK	
185	OWNED SERVICE STATION	OKLA CITY #110	1520 N. MAY	Oklahoma	OK	Multistate	YES	OK	
186	OWNED SERVICE STATION	ADA #5	201 S. MISSISSIPPI	Pontotoc	OK	Multistate	YES	OK	
187	OWNED SERVICE STATION	SHAWNEE #2	1501 (1502) N. HARRISON	Pottawatomie	OK	Multistate	YES	OK	
188	OWNED SERVICE STATION	SEMINOLE #2	STATE & STROTHERS	Seminole	OK	Multistate	YES	OK	
189	OWNED SERVICE STATION	MARLOW #1	210 N. BROADWAY	Stephens	OK	Multistate	YES	OK	
190	OWNED SERVICE STATION	NEW PERRYMAN - Fee 128	PERRYMAN SEC 1-17N-12E (35ac)	Tulsa	OK	Multistate	YES	OK	
191	OWNED SERVICE STATION	TULSA #04	7839 E. ADMIRAL PLACE	Tulsa	OK	Multistate	YES	OK	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
192	OWNED SERVICE STATION	TULSA #15	4108 S. PEORIA	Tulsa	OK	Multistate	YES	OK	
193	OWNED SERVICE STATION	TULSA #16	1135 N. SHERIDAN RD.	Tulsa	OK	Multistate	YES	OK	
194	OWNED SERVICE STATION	TULSA #18	543 S. SHERIDAN	Tulsa	OK	Multistate	YES	OK	
195	OWNED SERVICE STATION	TULSA #21	1435 N. UTICA/1706 E. PINE	Tulsa	OK	Multistate	YES	OK	
196	OWNED SERVICE STATION	TULSA #26	3604 NORTH LEWIS	Tulsa	OK	Multistate	YES	OK	
197	OWNED SERVICE STATION	TULSA #27	740 S. UTICA	Tulsa	OK	Multistate	YES	OK	
198	OWNED SERVICE STATION	TULSA #30	1501 N. MINGO	Tulsa	OK	Multistate	YES	OK	
199	OWNED SERVICE STATION	TULSA #31	5110 E. PINE	Tulsa	OK	Multistate	YES	OK	
200	OWNED SERVICE STATION	TULSA #32	5940 S. PEORIA	Tulsa	OK	Multistate	YES	OK	
201	OWNED SERVICE STATION	BARTLESVILLE #2	3101 E FRANK PHILLIPS BLVD	Washington	OK	Multistate	YES	OK	
202	OWNED SERVICE STATION	HURON #1	39 DAKOTA AVE N	Beadle	SD	Multistate	YES	NONE	
203	OWNED SERVICE STATION	ABERDEEN #3	1802 E 6TH AVE	Brown	SD	Multistate	YES	NONE	
204	OWNED SERVICE STATION	MITCHELL #1	416 W. HAVENS	Davison	SD	Multistate	YES	NONE	
205	OWNED SERVICE STATION	CAMDEN #1	169-A WEST MAIN	Benton	TN	Multistate	YES	TN	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
206	OWNED SERVICE STATION	MCKENZIE #1	802 (605) N. HIGHLAND	Carroll	TN	Multistate	YES	TN	
207	OWNED SERVICE STATION	DYERSBURG #1	1201 FORREST STREET	Dyer	TN	Multistate	YES	TN	
208	OWNED SERVICE STATION	HUMBOLDT #1	2824 EAST END DRIVE	Gibson	TN	Multistate	YES	TN	
209	OWNED SERVICE STATION	CHATTANOOGA #2008	5510 RINGGOLD RD	Hamilton	TN	Multistate	YES	TN	
210	OWNED SERVICE STATION	CHATTANOOGA #2034	2020 E. 23RD	Hamilton	TN	Multistate	YES	TN	
211	OWNED SERVICE STATION	BROWNSVILLE #1	411 EAST MAIN ST	Haywood	TN	Multistate	YES	TN	
212	OWNED SERVICE STATION	ETOWAH #2053	HWY 411E & TENN.AVE.	McMinn	TN	Multistate	YES	TN	
213	OWNED SERVICE STATION	SOUTH FULTON #1	HIGHWAY 45 EAST & 10 BROADWAY	Obion	TN	Multistate	YES	TN	
214	OWNED SERVICE STATION	MEMPHIS #7	1309 N. HOLLYWOOD	Shelby	TN	Multistate	YES	TN	
215	OWNED SERVICE STATION	MEMPHIS #8	2232 AIRWAYS BLVD	Shelby	TN	Multistate	YES	TN	
216	OWNED SERVICE STATION	KINGSPORT #2141	2005 BLOOMINGDALE PIKE	Sullivan	TN	Multistate	YES	TN	
217	OWNED SERVICE STATION	COVINGTON #1	HWY 51 SOUTH	Tipton	TN	Multistate	YES	TN	
218	OWNED SERVICE STATION	MARTIN #1	HWY 45 E & PALACE ST/309 LINDELL HIGHWAY	Weakley	TN	Multistate	YES	TN	
219	OWNED SERVICE STATION	MULESHOE #1	1414 W. AMERICAN BLVD	Bailey	TX	Multistate	YES	TX	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
220	OWNED SERVICE STATION	BROWNSVILLE #9078	615 CENTRAL AVE	Cameron	TX	Multistate	YES	TX	
221	OWNED SERVICE STATION	BROWNSVILLE #9079	3503 BOCA CHICA BLVD.	Cameron	TX	Multistate	YES	TX	
222	OWNED SERVICE STATION	CHILDRESS #1	111 AVENUE F NE	Childress	TX	Multistate	YES	TX	
223	OWNED SERVICE STATION	DALHART #1	W. 7TH & CHERRY ST.	Dallam	TX	Multistate	YES	TX	
224	OWNED SERVICE STATION	PAMPA #1	1801 NORTH HOBART	Gray	TX	Multistate	YES	TX	
225	OWNED SERVICE STATION	MEMPHIS #1	FRONT AND DOVER STREET	Hall	TX	Multistate	YES	TX	
226	OWNED SERVICE STATION	QUANAH #1	601 WEST 11TH STREET	Hardeman	TX	Multistate	YES	TX	
227	OWNED SERVICE STATION	HOUSTON #9034	4525 WASHINGTON AVE.	Harris	TX	Multistate	YES	TX	
228	OWNED SERVICE STATION	HOUSTON #9048	115 WEST CAVALCADE	Harris	TX	Multistate	YES	TX	
229	OWNED SERVICE STATION	HOUSTON #9057	2506 KELLY ST.	Harris	TX	Multistate	YES	TX	
230	OWNED SERVICE STATION	HOUSTON #9062	5201 S MARTIN L KING	Harris	TX	Multistate	YES	TX	
231	OWNED SERVICE STATION	HOUSTON #9091	3120 ELYSIAN	Harris	TX	Multistate	YES	TX	
232	OWNED SERVICE STATION	HOUSTON #9092	3701 OLD SPANISH TRAIL	Harris	TX	Multistate	YES	TX	
233	OWNED SERVICE STATION	EDINBURG #9082	800 N. CLOSNER	Hidalgo	TX	Multistate	YES	TX	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
234	OWNED SERVICE STATION	PHARR #1060	900 BLK OF N CAGE	Hidalgo	TX	Multistate	YES	TX	
235	OWNED SERVICE STATION	BORGER #1	800 S. CEDAR	Hutchinson	TX	Multistate	YES	TX	
236	OWNED SERVICE STATION	BORGER #2	10TH & WEATHERLY	Hutchinson	TX	Multistate	YES	TX	
237	OWNED SERVICE STATION	BORGER #3	907 MONROE	Hutchinson	TX	Multistate	YES	TX	
238	OWNED SERVICE STATION	DUMAS #1	1700 SOUTH DUMAS	Moore	TX	Multistate	YES	TX	
239	OWNED SERVICE STATION	PERRYTON #3	125 NORTH MAIN	Ochiltree	TX	Multistate	YES	TX	
240	OWNED SERVICE STATION	FRIONA #1	11TH & GREEN AVE.	Parmer	TX	Multistate	YES	TX	
241	OWNED SERVICE STATION	AMARILLO #1	300 W. AMARILLO BLVD.	Potter	TX	Multistate	YES	TX	
242	OWNED SERVICE STATION	AMARILLO #3	7611 E. AMARILLO	Potter	TX	Multistate	YES	TX	
243	OWNED SERVICE STATION	AMARILLO #4	1601 N GRAND	Potter	TX	Multistate	YES	TX	
244	OWNED SERVICE STATION	AMARILLO #5	2214 SE 3RD ST.	Potter	TX	Multistate	YES	TX	
245	OWNED SERVICE STATION	AMARILLO #7	4419 SO. GEORGIA	Randall	TX	Multistate	YES	TX	
246	OWNED SERVICE STATION	CANYON #1	1301 23RD ST.	Randall	TX	Multistate	YES	TX	
247	OWNED SERVICE STATION	ODEM #9088	100 PARK AVENUE	San Patricio	TX	Multistate	YES	TX	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
248	OWNED SERVICE STATION	FORT WORTH #1	301 E.BERRY STREET	Tarrant	TX	Multistate	YES	TX	
249	OWNED SERVICE STATION	ABINGDON #2132	622 WEST MAIN	Washington	VA	Multistate	YES	NONE	
250	OWNED SERVICE STATION	GREEN BAY - 13TH AVE	609 13TH AVE	Brown	WI	Multistate	YES	WI	
251	OWNED SERVICE STATION	GREEN BAY - MASON	936 W MASON ST	Brown	WI	Multistate	YES	WI	
252	OWNED SERVICE STATION	GREEN BAY #1	2128 UNIVERSITY AVENUE	Brown	WI	Multistate	YES	WI	
253	OWNED SERVICE STATION	DEPERE	715 GEORGE STREET	DePere	WI	Multistate	YES	WI	
254	OWNED SERVICE STATION	MENOMONIE #1	1132 (1131) N. BROADWAY	Dunn	WI	Multistate	YES	WI	
255	OWNED SERVICE STATION	LACROSSE #2	2100 (2127)SOUTH AVE.	LaCrosse	WI	Multistate	YES	WI	
256	OWNED SERVICE STATION	MILWAUKEE #9	5626 W. HAMPTON	Milwaukee	WI	Multistate	YES	WI	
257	OWNED SERVICE STATION	JANESVILLE #1 - PLAT 1	ORCHARD & COURT	Rock	WI	Multistate	YES	WI	
258	OWNED SERVICE STATION	JANESVILLE #1 - PLAT 2	SW/C ORCHARD & COURT	Rock	WI	Multistate	YES	WI	
259	OWNED SERVICE STATION	NEENAH #1	960 W. WHEELER RD./906 AMERICAN DRIVE	Winnebago	WI	Multistate	YES	WI	

Attachment A-3

Other Sites- Owned

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
1	OTHER SITES	LAURA LODE-MINING	PAT. MINING CLAIMS (T23S, R11E) (Additional Details on Attachment A-4)	Santa Cruz	AZ	Multistate	YES	NONE	
2	OTHER SITES	RED MOUNTAIN, AZ	PAT. MINING CLAIMS (T22S, R16E) (Additional Details on Attachment A-4)	Santa Cruz	AZ	Multistate	YES	NONE	
3	OTHER SITES	VERNON PROPERTY	MAP BOOK 6303, PAGE 004, PARCEL 029- Tract no 275 com N 89c35' E 273.52 Ft from intersection of S. Line of N	Vernon	CA	Multistate	YES	NONE	
4	OTHER SITES	VERNON PROPERTY	MAP BOOK 6303, PAGE 004, PARCEL 036- San Antonio Rancho * Por of SD RO	Vernon	CA	Multistate	YES	NONE	
5	OTHER SITES	RED MOUNTAIN, CO	PAT. MINING CLAIMS (Additional Details on Attachment A-4)	Ouray /San Juan	CO	Multistate	YES	NONE	
6	OTHER SITES	FLORIDA PHOSPHATE LANDS	POLK COUNTY - BREWSTER (31S, R23) (Additional Details on Attachment A-4)	Polk	FL	Multistate	YES	FL	
7	OTHER SITES	EAST ST. LOUIS - YARD	DSY YARD SITE	St. Clair	IL	Multistate	YES	IL	
8	OTHER SITES	FEE 312 - LAKE ROAD	LAKE ROAD	Oxford	ME	Multistate	YES	NONE	
9	OTHER SITES	LAGRANGE TERMINAL	NORTH BUSINESS HIGHWAY 61A (905 N. MAIN)	LaGrange	MO	Multistate	YES	MO	
10	OTHER SITES	HATTIESBURG SITE (PROPERTY NEAR GULF STATES FORMER WOOD TREATING SITE)	W. PINE STREET	Hattiesburg	MS	Multistate	YES	MS	
11	OTHER SITES	OKC - COLLEGE PARK ADDN - FEE #62	LOTS 5 thru 14, BLK 31	Oklahoma	OK	Multistate	YES	OK	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
12	OTHER SITES	OKC - FEE 21 PART 1 - BLK 33	NE/C NW 88 & SHARTEL	Oklahoma	OK	Multistate	YES	OK	
13	OTHER SITES	OKC - FEE 21 PART 2 - BLK 33	NE/C NW 88 & SHARTEL	Oklahoma	OK	Multistate	YES	OK	
14	OTHER SITES	OKC - FEE 21 PART 3 - BLK 13	601 NW 101 - FLORAL PARK ADDN	Oklahoma	OK	Multistate	YES	OK	
15	OTHER SITES	OKC - FEE 21 PART 4 - BLK 4	346 NW 96 - CHESTER HILL ADDN	Oklahoma	OK	Multistate	YES	OK	
16	OTHER SITES	OKC - FEE 22 HOMEDALE ADDN	900 NW 101 - HOMEDALE ADDITION	Oklahoma	OK	Multistate	YES	OK	
17	OTHER SITES	OKC - FEE 22 HOMEDALE ADDN	930 NW 107 - LOT -16, BLK 007	Oklahoma	OK	Multistate	YES	OK	
18	OTHER SITES	NASHVILLE TERMINAL #2	NASHVILLE TERMINAL	Davidson	TN	Multistate	YES	TN	
19	OTHER SITES	NASHVILLE TERMINAL #1	160 WARF AVENUE	Nashville	TN	Multistate	YES	TN	
20	OTHER SITES	CORPUS CHRISTI LANDFARM SITE/ CORPUS CHRISTI #05	144 BRANIGAN	Nueces	TX	Multistate	YES	TX	
21	OTHER SITES	CORPUS CHRISTI #02	1930 WINNEBAGO	Nueces	TX	Multistate	YES	TX	
22	OTHER SITES	CORPUS CHRISTI #03	1934 WINNEBAGO	Nueces	TX	Multistate	YES	TX	
23	OTHER SITES	CORPUS CHRISTI #04	1925 NUECES STREET	Nueces	TX	Multistate	YES	TX	
24	OTHER SITES	CORPUS CHRISTI #06	1905 NUECES STREET	Nueces	TX	Multistate	YES	TX	
25	OTHER SITES	CORPUS CHRISTI #07	NUECES ST	Nueces	TX	Multistate	YES	TX	
26	OTHER SITES	MOSS AMERICAN NPL SITE (OWNED PORTION)	9633-49 W. BROWN DEER RD	Milwaukee	WI	Multistate	YES	WI	

Attachment A-4

Additional Information - Owned Mines

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
1	OWNED FUNDED SITES	PATENT MINING CLAIMS NEAR BRISTOL/CASELTON	154 Pat Mining Claims, Millsites, (Map/Parcel Number: '009-011-25)	Lincoln County - Pioche Fire	NV	Multistate	YES	NV	
2	OWNED FUNDED SITES	PATENT MINING CLAIMS NEAR BRISTOL/CASELTON	16 Pat Mining Claims, (Map/Parcel Number '09-011-41)	Lincoln County - Pioche	NV	Multistate	YES	NV	
3	OWNED FUNDED SITES	PATENT MINING CLAIMS NEAR BRISTOL/CASELTON	2 Pat. Mining claims Jackrabbit (Map/Parcel Number '09-012-09)	Lincoln County	NV	Multistate	YES	NV	
4	OWNED FUNDED SITES	PATENT MINING CLAIMS NEAR BRISTOL/CASELTON	27 Pat Claims Bristol Dist. (Map/Parcel Number '09-012-16)	Lincoln County	NV	Multistate	YES	NV	
5	OTHER SITES	LAURA LODE-MINING	Pat Mine Located in the ORO Blanco Mining Dist., MS #3048, Laura, Sec 20 & 29, T 23S R11 E (20.66 ACRES, Map/Parcel Number: 11335001)	Santa Cruz County	AZ	Multistate	YES	NONE	
6	OTHER SITES	LAURA LODE-MINING	Patent #02-82-0029 IN Harshaw Ming Dist Sec 19 & 20 T22S R16 EMS #4767 (51.13 ACRES, Map/Parcel Number: 106-24-011 9)	Santa Cruz County	AZ	Multistate	YES	NONE	
7	OTHER SITES	LAURA LODE-MINING	RED CASTLES #2	Santa Cruz County	AZ	Multistate	YES	NONE	
8	OTHER SITES	LAURA LODE-MINING	RED CASTLES #8	Santa Cruz County	AZ	Multistate	YES	NONE	
9	OTHER SITES	LAURA LODE-MINING	RED CASTLES #9	Santa Cruz County	AZ	Multistate	YES	NONE	
10	OTHER SITES	RED MOUNTAIN, AZ	AAGH NO. 16	Santa Cruz	AZ	Multistate	YES	NONE	
11	OTHER SITES	RED MOUNTAIN, AZ	AAGH NO. 21	Santa Cruz	AZ	Multistate	YES	NONE	
12	OTHER SITES	RED MOUNTAIN, AZ	AAGH NO. 7	Santa Cruz	AZ	Multistate	YES	NONE	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
13	OTHER SITES	RED MOUNTAIN, AZ	ANDES NO. 1	Santa Cruz	AZ	Multistate	YES	NONE	
14	OTHER SITES	RED MOUNTAIN, AZ	ANDES NO. 2	Santa Cruz	AZ	Multistate	YES	NONE	
15	OTHER SITES	RED MOUNTAIN, AZ	CHARLOTTE	Santa Cruz	AZ	Multistate	YES	NONE	
16	OTHER SITES	RED MOUNTAIN, AZ	DORFEE	Santa Cruz	AZ	Multistate	YES	NONE	
17	OTHER SITES	RED MOUNTAIN, AZ	ELNOR	Santa Cruz	AZ	Multistate	YES	NONE	
18	OTHER SITES	RED MOUNTAIN, AZ	FOX NO. 4	Santa Cruz	AZ	Multistate	YES	NONE	
19	OTHER SITES	RED MOUNTAIN, AZ	FOX NO. 5	Santa Cruz	AZ	Multistate	YES	NONE	
20	OTHER SITES	RED MOUNTAIN, AZ	GEM NO. 1	Santa Cruz	AZ	Multistate	YES	NONE	
21	OTHER SITES	RED MOUNTAIN, AZ	GEM NO. 2	Santa Cruz	AZ	Multistate	YES	NONE	
22	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 1	Santa Cruz	AZ	Multistate	YES	NONE	
23	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 10	Santa Cruz	AZ	Multistate	YES	NONE	
24	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 11	Santa Cruz	AZ	Multistate	YES	NONE	
25	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 12	Santa Cruz	AZ	Multistate	YES	NONE	
26	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 13	Santa Cruz	AZ	Multistate	YES	NONE	
27	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 14	Santa Cruz	AZ	Multistate	YES	NONE	
28	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 15	Santa Cruz	AZ	Multistate	YES	NONE	
29	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 16	Santa Cruz	AZ	Multistate	YES	NONE	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
30	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 17	Santa Cruz	AZ	Multistate	YES	NONE	
31	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 18	Santa Cruz	AZ	Multistate	YES	NONE	
32	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 19	Santa Cruz	AZ	Multistate	YES	NONE	
33	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 2	Santa Cruz	AZ	Multistate	YES	NONE	
34	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 20	Santa Cruz	AZ	Multistate	YES	NONE	
35	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 21	Santa Cruz	AZ	Multistate	YES	NONE	
36	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 8	Santa Cruz	AZ	Multistate	YES	NONE	
37	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 9	Santa Cruz	AZ	Multistate	YES	NONE	
38	OTHER SITES	RED MOUNTAIN, AZ	HEAVEYSIDE	Santa Cruz	AZ	Multistate	YES	NONE	
39	OTHER SITES	RED MOUNTAIN, AZ	HEAVEYSIDE NO. 2	Santa Cruz	AZ	Multistate	YES	NONE	
40	OTHER SITES	RED MOUNTAIN, AZ	HOPE NO. 1	Santa Cruz	AZ	Multistate	YES	NONE	
41	OTHER SITES	RED MOUNTAIN, AZ	HOPE NO. 3	Santa Cruz	AZ	Multistate	YES	NONE	
42	OTHER SITES	RED MOUNTAIN, AZ	HOPE NO. 4	Santa Cruz	AZ	Multistate	YES	NONE	
43	OTHER SITES	RED MOUNTAIN, AZ	Patent #02-82-0030 in Patagonia Mining Dist Sec 19, 20,21,29,30 T22S R16 EMS (472.97 ACRES, Map/Parcel Number: 106-24-012A 1)	Santa Cruz County	AZ	Multistate	YES	NONE	
44	OTHER SITES	RED MOUNTAIN, AZ	SOUTH RED MOUNTAIN NO. 1	Santa Cruz	AZ	Multistate	YES	NONE	
45	OTHER SITES	RED MOUNTAIN, AZ	SOUTH RED MOUNTAIN NO. 2	Santa Cruz	AZ	Multistate	YES	NONE	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
46	OTHER SITES	RED MOUNTAIN, AZ	SOUTH RED MOUNTAIN NO. 3	Santa Cruz	AZ	Multistate	YES	NONE	
47	OTHER SITES	RED MOUNTAIN, AZ	SOUTH RED MOUNTAIN NO. 4	Santa Cruz	AZ	Multistate	YES	NONE	
48	OTHER SITES	RED MOUNTAIN, AZ	SOUTH RED MOUNTAIN NO. 5	Santa Cruz	AZ	Multistate	YES	NONE	
49	OTHER SITES	RED MOUNTAIN, AZ	SOUTH RED MOUNTAIN NO. 6	Santa Cruz	AZ	Multistate	YES	NONE	
50	OTHER SITES	RED MOUNTAIN, AZ	SOUTH RED MOUNTAIN NO. 7	Santa Cruz	AZ	Multistate	YES	NONE	
51	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 103	Santa Cruz	AZ	Multistate	YES	NONE	
52	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 113	Santa Cruz	AZ	Multistate	YES	NONE	
53	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 115	Santa Cruz	AZ	Multistate	YES	NONE	
54	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 117	Santa Cruz	AZ	Multistate	YES	NONE	
55	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 119	Santa Cruz	AZ	Multistate	YES	NONE	
56	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 121	Santa Cruz	AZ	Multistate	YES	NONE	
57	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 122	Santa Cruz	AZ	Multistate	YES	NONE	
58	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 123	Santa Cruz	AZ	Multistate	YES	NONE	
59	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 124	Santa Cruz	AZ	Multistate	YES	NONE	
60	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 125	Santa Cruz	AZ	Multistate	YES	NONE	
61	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 126	Santa Cruz	AZ	Multistate	YES	NONE	
62	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 127	Santa Cruz	AZ	Multistate	YES	NONE	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
63	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 128	Santa Cruz	AZ	Multistate	YES	NONE	
64	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 129	Santa Cruz	AZ	Multistate	YES	NONE	
65	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 98	Santa Cruz	AZ	Multistate	YES	NONE	
66	OTHER SITES	RED MOUNTAIN, AZ	TERRY NO. 1	Santa Cruz	AZ	Multistate	YES	NONE	
67	OTHER SITES	RED MOUNTAIN, AZ	UNITED VERDE NO. 1	Santa Cruz	AZ	Multistate	YES	NONE	
68	OTHER SITES	RED MOUNTAIN, AZ	UNITED VERDE NO. 3	Santa Cruz	AZ	Multistate	YES	NONE	
69	OTHER SITES	RED MOUNTAIN, CO	50% HUMBOLT, 1558, 10.33 A, #4775-063-00-008	Ouray County	CO	Multistate	YES	NONE	
70	OTHER SITES	RED MOUNTAIN, CO	BLUE BELL, 9688, 10.33 A, #4775-082-00-002	Ouray County	CO	Multistate	YES	NONE	
71	OTHER SITES	RED MOUNTAIN, CO	DAISY, 4548, 10.33 A, #4775-082-00-002	Ouray County	CO	Multistate	YES	NONE	
72	OTHER SITES	RED MOUNTAIN, CO	EASTERN BELLE QUARTZ, 7088, 9.84 A, #4775-172-00-001	Ouray County	CO	Multistate	YES	NONE	
73	OTHER SITES	RED MOUNTAIN, CO	ENGLISH MAID, 4548, 10.33A, #4775-082-002	Ouray County	CO	Multistate	YES	NONE	
74	OTHER SITES	RED MOUNTAIN, CO	EUREKA MNG DISTRICT; CAPITOL 6585, MARY 18589; 17.37 TOTAL ACRES	San Juan County	CO	Multistate	YES	NONE	
75	OTHER SITES	RED MOUNTAIN, CO	EUREKA MNG DISTRICT; CORA 16220, DEL MINO 18950, GOLD STANDARD 18950, GOLDEN WONDER #3 16220, KEYSTONE 18950, LITTLE MINNIE 16304, SIBLEY 18950, VESTAL 16642, WETZEL 18950, GOLDEN WONDER 16220; 59.88 TOTAL ACRES	San Juan County	CO	Multistate	YES	NONE	
76	OTHER SITES	RED MOUNTAIN, CO	EXCELSIOR 18552, 6.85 A, #4775-083-00-004	Ouray County	CO	Multistate	YES	NONE	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
77	OTHER SITES	RED MOUNTAIN, CO	EXTENSION 1303, 2560, 10.33A, #4775-053-00-006	Ouray County	CO	Multistate	YES	NONE	
78	OTHER SITES	RED MOUNTAIN, CO	JUDSON, 2214, 6.9 A, #4775-084-00-005	Ouray County	CO	Multistate	YES	NONE	
79	OTHER SITES	RED MOUNTAIN, CO	LIGHT, 18051, 10.33 A, #4775-054-00-008	Ouray County	CO	Multistate	YES	NONE	
80	OTHER SITES	RED MOUNTAIN, CO	LITTLE MONA, 4639, 7.72 A, #4775-063-00-007	Ouray County	CO	Multistate	YES	NONE	
81	OTHER SITES	RED MOUNTAIN, CO	MAGGIE, 18552, 4.27 A, #4775-172-00-001	Ouray County	CO	Multistate	YES	NONE	
82	OTHER SITES	RED MOUNTAIN, CO	MINERAL BELT, 8071, 10.33 A, #4775-043-00-002	Ouray County	CO	Multistate	YES	NONE	
83	OTHER SITES	RED MOUNTAIN, CO	MONA'S QUEEN, 4639, 5.7 A, 4775-063-00-005	Ouray County	CO	Multistate	YES	NONE	
84	OTHER SITES	RED MOUNTAIN, CO	NEWPORT, 18552, 6.29 A, #4775-083-00-004	Ouray County	CO	Multistate	YES	NONE	
85	OTHER SITES	RED MOUNTAIN, CO	PACIFIC, 4548, 10.33A, #4775-082-00-002	Ouray County	CO	Multistate	YES	NONE	
86	OTHER SITES	RED MOUNTAIN, CO	RED MOUNTAIN MNG DISTRICT; BERNARD 16222, CAMP BIRD 18636, DRY GULCH 18636, GOLD DOLLAR 18636, GOLDEN WONDER #1 16220, GOLDEN WONDER #2 16220, GOLDEN WONDER #6 16220, IXION 17361, LIBBIE B 16220, MAMMOTH 16220, NELLIE BLY 16220, MINNIE 16896, PRODIGAL DAUGHTER 16769, TINCUP (UND 1/2 INT IN 8.83 ACRES) 16909, WITCH HAZEL 16202; 116.79 TOTAL ACRES	San Juan	CO	Multistate	YES	NONE	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
87	OTHER SITES	RED MOUNTAIN, CO	RED MOUNTAIN MNG DISTRICT; BIG HORN #2 18516, BIG HORN #3 18516, BIG HORN #12 18516, BIG HORN #13 18516, BIG HORN #14 18516, WILSON 6689; 55.38 TOTAL ACRES	San Juan	CO	Multistate	YES	NONE	
88	OTHER SITES	RED MOUNTAIN, CO	RED MOUNTAIN MNG DISTRICT; BOY COTTER 18950, BOY COTTER EXT 18950, DARDENELLE 18627, J C BELL 18950, MILL 18950, WEBSTER 8438; 51.75 TOTAL ACRES	San Juan	CO	Multistate	YES	NONE	
89	OTHER SITES	RED MOUNTAIN, CO	RED MOUNTAIN MNG DISTRICT; BURLEIGH 18626, DETROUT 18626, KING 18626, LITTLE ROUND TOP 18626, PACIFIC SLIDE 18626, PRIMROSE 18626, VENDOME 18626, VEVA 18626; 69.75 TOTAL ACRES	San Juan	CO	Multistate	YES	NONE	
90	OTHER SITES	RED MOUNTAIN, CO	RED MOUNTAIN MNG DISTRICT; BUTTERCUP 18626, CONSTELLATION 19014, CONTRA COSTA 18626, CRESCENT 19014, DAISY 18626, DEW DROP 18626, DEW DROP #2 18626, KING #1 18626, LITTLE GEM 18626, MORNING GLORY 18626, RESERVE 18626, ROSE 18626, ROSE BUD 18626, SPARTA 18626, SPARROW 18626, SYNOPSIS 18626, VIOLET 18626, WESTERN RESERVE 18626, WYANDOTE 18626, MAMMOTH 18626; 189.31 TOTAL ACRES	San Juan	CO	Multistate	YES	NONE	
91	OTHER SITES	RED MOUNTAIN, CO	RED MOUNTAIN MNG DISTRICT; CRESCENT 18672, HILLTOP 18672; 1.63 TOTAL ACRES	San Juan	CO	Multistate	YES	NONE	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
92	OTHER SITES	RED MOUNTAIN, CO	RED MOUNTAIN MNG DISTRICT; LITTLE ROCK 16274, LITTLE SIDE HILL 16274, LOS ANGELES 16274, MONTANA 15205 (BAL. OF CLAIM IN OURAY), THERESA #1 14213; 37.53 TOTAL ACRES	San Juan	CO	Multistate		NONE	
93	OTHER SITES	RED MOUNTAIN, CO	RED MOUNTAIN MNG DISTRICT; PLEASANT VIEW 19386; 3.4 TOTAL ACRES	San Juan	CO	Multistate			
94	OTHER SITES	RED MOUNTAIN, CO	RED MOUNTAIN MNG DISTRICT;ELLA 18552, EXCELSIOR 18552, JUDSON 2214, MAGGIE 18552, NEVADA (BAL OURAY) 15205, NEWPORT 18552, PENNSYLVANIA 15205, PITTSBURG 15205, RAMONA 15205; 31.49 TOTAL ACRES	San Juan	CO	Multistate			
95	OTHER SITES	RED MOUNTAIN, CO	SAILOR BOY, 1850, 10.33 A, #4775-172-00-001	Ouray County	CO	Multistate	YES	NONE	
96	OTHER SITES	RED MOUNTAIN, CO	SIERRA NEVADA, 2207, 8.6 A, #4775-063-00-009	Ouray County	CO	Multistate	YES	NONE	
97	OTHER SITES	RED MOUNTAIN, CO	SILVER BUD, 9688, 10.33 A, #4775-082-00-002	Ouray County	CO	Multistate	YES	NONE	
98	OTHER SITES	RED MOUNTAIN, CO	ST. BRIDGES, 2557, 10.33 A, #4775-064-00-014	Ouray County	CO	Multistate	YES	NONE	
99	OTHER SITES	RED MOUNTAIN, CO	SURE ENOUGH, 18060, 3.71A, #4775-063-00-009	Ouray County	CO	Multistate	YES	NONE	
100	OTHER SITES	RED MOUNTAIN, CO	TIN CUP 80%, 16909, 10.33A, #4775-172-00-002	Ouray County	CO	Multistate	YES	NONE	
101	OTHER SITES	RED MOUNTAIN, CO	TIP TOP, 18051, 10.33 A, #4775-054-00-008	Ouray County	CO	Multistate	YES	NONE	
102	OTHER SITES	RED MOUNTAIN, CO	VULCAN, 4548, 8.61 A, #4775-082-00-002	Ouray County	CO	Multistate	YES	NONE	
103	OTHER SITES	FLORIDA PHOSPHATE LANDS	EAST OF HIGHWAY 37, Pt SW/4SW/4,SE/4SW/4 (37.4 Acres)	Polk County	FL	Multistate	YES	FL	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
104	OTHER SITES	FLORIDA PHOSPHATE LANDS	EAST OF HIGHWAY 37, NE/4NW/4 (40 Acres)	Polk County	FL	Multistate	YES	FL	
105	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, Pt SW/4SW/4 (37.3 Acres)	Polk County	FL	Multistate	YES	FL	
106	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, E/2, E/2SW/4, SE/4NW/4, S/2NE/4NW/4 (455 Acres)	Polk County	FL	Multistate	YES	FL	
107	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, NE/4, N/2N/2SE/4,N/2NE/4SW/4,NE/4NW/4 (295.5 Acres)	Polk County	FL	Multistate	YES	FL	
108	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, W/2SW/4,SW/4NW/4, S/2NW/4NW/4 (140 Acres)	Polk County	FL	Multistate	YES	FL	
109	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, NW/4NW/4 (40 Acres)	Polk County	FL	Multistate	YES	FL	
110	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, E/2E/2,SE/4NE/4, S/2NE/4NE/4 (140 Acres)	Polk County	FL	Multistate	YES	FL	
111	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, E/2, E/2W/2, Pt. W/2W/2 (537.3 Acres)	Polk County	FL	Multistate	YES	FL	
112	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, W/2SW/4, Pt. E/2SW/4, S/2NW/4,S/2N/2NW/4, Pt. NW/4NW/4NW/4, NE/4NE/4 (390 Acres)	Polk County	FL	Multistate	YES	FL	
113	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, N/2NW/4 (80 Acres)	Polk County	FL	Multistate	YES	FL	
114	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, N/2NE/4, NE/4NW/4, Pt. SE/4NW/4 (60 Acres)	Polk County	FL	Multistate	YES	FL	
115	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, Pt.W/2W/2 (30.7 Acres)	Polk County	FL	Multistate	YES	FL	
116	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, Pt.S/2NW/4 (43.4 Acres)	Polk County	FL	Multistate	YES	FL	
117	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, Pt.S/2NE/4 & Pt.NE/4NW/4 (130 Acres)	Polk County	FL	Multistate	YES	FL	

Attachment B

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Non-Owned Sites: Federal Covenant Not to Sue

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
SEPARATELY FUNDED SITES					
1	NON-OWNED FUNDED SITES	ANNISTON TERMINAL	2525 U.S. HIGHWAY #78 EAST	Anniston	AL
2	NON-OWNED FUNDED SITES	BIRMINGHAM TERMINAL	2600 & 2700 ISHKOODA-WENONAH ROAD	Birmingham	AL
3	NON-OWNED FUNDED SITES	NAVAJO AREA URANIUM MINES: LUKACHUKAI MOUNTAINS SITE	URANIUM MINING	Lukachukai	AZ
4	NON-OWNED FUNDED SITES	MANSFIELD CANYON SITE	FORMER MINERALS EXPLORATION	Patagonia	AZ
5	NON-OWNED FUNDED SITES	JUNIPER MINE SITE	SONORA MINING DISTRICT, TOWNSHIP 5N, RANGE 20W, SECTION 9, MDBM	Tuolumne County	CA
6	NON-OWNED FUNDED SITES	BRUNSWICK SITE	ONE-HALF MILE EAST OF HIGHWAY 25 ON PERRY LANE ROAD/NEAR SOUTH OF THIRD AVENUE, WEST OF ALBANY STREET	Brunswick	GA
7	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES (LINDSAY LIGHT GROUP)	160 E. ILLINOIS STREET	Chicago/ Streeterville	IL
8	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES (BEVERLY SAND & GRAVEL SITE)	1100 BRANDT DRIVE	Chicago/ Streeterville	IL
9	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES(ORANGE BLUE LLC/KIEFFER BUILDING)	160 AND 200 EAST ILLINOIS STREET	Chicago/ Streeterville	IL
10	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES (SITE I)	161 EAST GRAND AVENUE	Chicago/ Streeterville	IL
11	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES (COLUMBUS DRIVE SITE)	221 N. COLUMBUS DRIVE	Chicago/ Streeterville	IL
12	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES (EAST OHIO ST SITES)	245-247, 252, 341, AND 450 EAST OHIO STREET	Chicago/ Streeterville	IL
13	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES (SITE II: CHICAGO DOCK)	316-318 EAST ILLINOIS STREET	Chicago/ Streeterville	IL
14	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES (ADAMS MARK HOTEL SITE)	319 E. ILLINOIS STREET	Chicago/ Streeterville	IL
15	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES (LAKESHORE DRIVE SITE)	401 N. LAKESHORE DRIVE	Chicago/ Streeterville	IL
16	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES (LINDSAY LIGHT III AND CHINESE RESTAURANT)	22 WEST HUBBARD	Chicago/Streeterville	IL

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
17	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES (TEACHER'S RETIREMENT SITE)	341 EAST OHIO	Chicago/Streeterville	IL
18	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES (KRAFT LOT)	400 EAST ILLINOIS/510 N. PESHTIGO	Chicago/Streeterville	IL
19	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES (STREETERVILLE AREA)	635 N. FAIRBANKS; 550 N. ST. CLAIR, 535 N. ST. CLAIR; 600 N. LAKE SHORE DRIVE; JANNE ADAMS MEMORIAL PARK; 505 N. LAKE SHORE DRIVE (LAKE POINT TOWER); ; 420 E. NORTH WATER; RIVER VIEWL RIVER EAST; 455 N. PARK; 465 N. PARK; 205, 209, 211 E. GRANT; 160 ILLINOIS (ALLEY OF CONCERN); 130 E. LAKE; LAKESHORE EAST; 630 MCCLUNG COURT; 405 E. ONTARIO; 515 N. PESHTIGO; 150-160 E. ONTARIO; NORTHWESTERN MEMORIAL HOSPITAL; REHABILITATION INSTITUTE OF CHICAGO; THE FORDHAM COMPANY; TFC PARK STREET LLC.	Chicago/Streeterville	IL
20	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES (GRAND PIER CENTER)	NORTH COLUMBUS DRIVE/200 E. ILLINOIS	Chicago/Streeterville	IL
21	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES (LAKESHORE EAST-GOLF COURSE, CLUBHOUSE, AND COMMONWEALTH EDISON)		Chicago/Streeterville	IL
22	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES-DUSABLE PARK	RIVER EAST	Chicago/ Streeterville	IL
23	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES-STREETERVILLE RIGHTS OF WAY		Chicago/Streeterville	IL
24	NON-OWNED FUNDED SITES	DECATUR SITE (WASTE HAULING LANDFILL SITE)	MACON COUNTY, NE QUARTER OF SEC. 24, TOWNSHIP 16, NORTH RANGE 1 EAST	Decatur	IL
25	NON-OWNED FUNDED SITES	MOUNT VERNON SITE	20 ACRES BOUNDED BY SHAWNEE STREET ON THE NORTH EAST AND STATE HIGHWAY 142 ON SOUTH	Mount Vernon	IL
26	NON-OWNED FUNDED SITES	KRESS CREEK (WEST BRANCH DUPAGE RIVER SUPERFUND SITE)		West Chicago	IL
27	NON-OWNED FUNDED SITES	NON-OWNED RAS PROPERTIES		West Chicago	IL
28	NON-OWNED FUNDED SITES	NON-OWNED RAS PROPERTIES -- WEST CHICAGO OPERA HOUSE	westrom building	West Chicago	IL
29	NON-OWNED FUNDED SITES	DUBACH GAS SITE	300 FLOWERS ROAD	Dubach	LA

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
30	NON-OWNED FUNDED SITES	FIREWORKS SITE	APPROXIMATELY 240 ACRES GENERALLY BORDERED TO THE NORTH BY SCHOOL AND CIRCUIT STREETS; TO THE EAST BY WINTER STREET AND BROADWAY; TO THE SOUTH BY EAST WASHINGTON STREET; AND TO THE WEST BY KING STREET.	Hanover	MA
31	NON-OWNED FUNDED SITES	HATTIESBURG SITE	NEAR W. PINE STREET	HATTIESBURG	MS
32	NON-OWNED FUNDED SITES	WELSBACH AND GENERAL GAS MANTLE SUPERFUND SITE	5 AREAS IN CAMDEN AND GLOUCESTER CITY	Gloucester City	NJ
33	NON-OWNED FUNDED SITES	MANVILLE SITE	VALERIE DRIVE & LOUISE DRIVE	Manville	NJ
34	NON-OWNED FUNDED SITES	NAVAJO AREA URANIUM MINES: AMBROSIA LAKE U MINES	URANIUM MINING	Ambrosia Lake	NM
35	NON-OWNED FUNDED SITES	QUIVIRA MINE SITE (QUIVIRA NE CHURCH ROCK MINES I, IE AND II AND ALL AREAS WHERE CONTAMINANTS ASSOCIATED WITH THOSE MINES HAVE BEEN DEPOSITED, STORED, DISPOSED OF, PLACED, OR OTHERWISE COME TO BE LOCATED)	NE 1/4, SEC 27, T17N, R16W	McKinley County	NM
36	NON-OWNED FUNDED SITES	TOLEDO TIE SITE	INTERSECTION OF FRENCHMENS ROAD AND ARCO DRIVE	Toledo	OH
37	NON-OWNED FUNDED SITES	GORE SITE (SEQUOIA FUELS)	140 NORTH HIGHWAY 10	Gore	OK
38	NON-OWNED FUNDED SITES	KRINGER/STIGLER SITE (CHOCTAW COAL MINE SITE)	HASKELL COUNTY	Kringer/Stigler	OK
39	NON-OWNED FUNDED SITES	WYNNEWOOD SITE	906 SOUTH POWELL AVENUE	Wynnewood	OK
40	NON-OWNED FUNDED SITES	WHITE KING/LUCKY LASS SITE	lakeview	Lake	OR
41	NON-OWNED FUNDED SITES	RILEY PASS SITE	T22N, R5E; NORTH CAVE HILLS AREA	Harding County	SD
42	NON-OWNED FUNDED SITES	FLAT TOP MINE		Ludlow	SD
43	NON-OWNED FUNDED SITES	MOSS AMERICAN NPL SITE (NON-OWNED PORTION)	8716 NORTH GRANVILLE ROAD	Milwaukee	WI
44	NON-OWNED FUNDED SITES	CALHOUN FACILITY	200 GRIGGS ROAD	Calhoun	LA
45	NON-OWNED FUNDED SITES	CUSHING SITE	1 MILE EAST OF HIGHWAY 18 AND DEEP ROCK ROAD INTERSECTION	Cushing	OK
46	NON-OWNED FUNDED SITES	CIMARRON SITE	1/2 MILE NORTH OF HIGHWAY 33 AND HIGHWAY 74 INTERSECTION	Guthrie	OK
47	NON-OWNED FUNDED SITES	ROME SITE	5900 SUCCESS DRIVE	Rome	NY

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
48	DESIGNATED NAVAJO AREA MINES	Black No. 1 Mine	N/A	Apache	AZ
49	DESIGNATED NAVAJO AREA MINES	Black No. 2 Mine	N/A	Apache	AZ
50	DESIGNATED NAVAJO AREA MINES	Black No. 2 Mine (West)	N/A	Apache	AZ
51	DESIGNATED NAVAJO AREA MINES	Block K	N/A	Apache	AZ
52	DESIGNATED NAVAJO AREA MINES	Flag No. 1 Mine	N/A	Apache	AZ
53	DESIGNATED NAVAJO AREA MINES	Frank Jr. Mine	N/A	Apache	AZ
54	DESIGNATED NAVAJO AREA MINES	Mesa 1 3/4 Incline	N/A	Apache	AZ
55	DESIGNATED NAVAJO AREA MINES	Mesa 1 3/4, Mine No. 2, P150	N/A	Apache	AZ
56	DESIGNATED NAVAJO AREA MINES	Mesa I 1/2 Mine	N/A	Apache	AZ
57	DESIGNATED NAVAJO AREA MINES	Mesa I 1/4 Mine	N/A	Apache	AZ
58	DESIGNATED NAVAJO AREA MINES	Mesa I, Mine No. 10-15	N/A	Apache	AZ
59	DESIGNATED NAVAJO AREA MINES	Mesa II 1/2 Mine	N/A	Apache	AZ
60	DESIGNATED NAVAJO AREA MINES	Mesa II 1/2 Mine, Mine 4	N/A	Apache	AZ
61	DESIGNATED NAVAJO AREA MINES	Mesa II, Mine 4	N/A	Apache	AZ
62	DESIGNATED NAVAJO AREA MINES	Mesa II, Mine No. 1 & 2, P-21	N/A	Apache	AZ
63	DESIGNATED NAVAJO AREA MINES	Mesa II, Mine No. 1, P-150	N/A	Apache	AZ
64	DESIGNATED NAVAJO AREA MINES	Mesa III Mine	N/A	Apache	AZ
65	DESIGNATED NAVAJO AREA MINES	Mesa III, Mine 1	N/A	Apache	AZ
66	DESIGNATED NAVAJO AREA MINES	Mesa IV 1/2 Mine and Simpson 181	N/A	Apache	AZ
67	DESIGNATED NAVAJO AREA MINES	Mesa IV, Mine 1	N/A	Apache	AZ
68	DESIGNATED NAVAJO AREA MINES	Mesa IV, Mine 2	N/A	Apache	AZ

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
69	DESIGNATED NAVAJO AREA MINES	Mesa IV, Mine 3	N/A	Apache	AZ
70	DESIGNATED NAVAJO AREA MINES	Mesa V Adit	N/A	Apache	AZ
71	DESIGNATED NAVAJO AREA MINES	Mesa V Incline	N/A	Apache	AZ
72	DESIGNATED NAVAJO AREA MINES	Mesa V Mine	N/A	Apache	AZ
73	DESIGNATED NAVAJO AREA MINES	Mesa VI Mine	N/A	Apache	AZ
74	DESIGNATED NAVAJO AREA MINES	Step Mesa Mine	N/A	Apache	AZ
75	DESIGNATED NAVAJO AREA MINES	Tommy James Mine	N/A	Apache	AZ
76	DESIGNATED NAVAJO AREA MINES	Section 1	13N 9W	McKinley	NM
77	DESIGNATED NAVAJO AREA MINES	Spencer Mine	13N 9W	McKinley	NM
78	DESIGNATED NAVAJO AREA MINES	Section 10	14N 10W	McKinley	NM
79	DESIGNATED NAVAJO AREA MINES	Section 22	14N 10W	Mckinley	NM
80	DESIGNATED NAVAJO AREA MINES	Section 22 Heap Leach Mine	14N 10W	Mckinley	NM
81	DESIGNATED NAVAJO AREA MINES	Section 24	14N 10W	McKinley	NM
82	DESIGNATED NAVAJO AREA MINES	Section 24 Heap Leach	14N 10W	McKinley	NM
83	DESIGNATED NAVAJO AREA MINES	Section 26 (including Section 26 mined through Section 24)	14N 10W	McKinley	NM
84	DESIGNATED NAVAJO AREA MINES	Section 17	14N 9W	McKinley	NM
85	DESIGNATED NAVAJO AREA MINES	Section 18 (including Section 18 SEQ)	14N 9W	Mckinley	NM
86	DESIGNATED NAVAJO AREA MINES	Section 19	14N 9W	McKinley	NM
87	DESIGNATED NAVAJO AREA MINES	Section 20	14N 9W	McKinley	NM
88	DESIGNATED NAVAJO AREA MINES	Section 29 (including Section 29 mined through Sections 30, 32, and 33)	14N 9W	McKinley	NM
89	DESIGNATED NAVAJO AREA MINES	Section 30	14N 9W	Mckinley	NM

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
90	DESIGNATED NAVAJO AREA MINES	Section 30W	14N 9W	Mckinley	NM
91	DESIGNATED NAVAJO AREA MINES	Section 31	14N 9W	McKinley	NM
92	DESIGNATED NAVAJO AREA MINES	Section 33	14N 9W	McKinley	NM
93	DESIGNATED NAVAJO AREA MINES	Section 35	14N 9W	McKinley	NM
94	DESIGNATED NAVAJO AREA MINES	Section 36	14N 9W	Mckinley	NM
95	DESIGNATED NAVAJO AREA MINES	Section 32	15N 11W	Mckinley	NM
96	DESIGNATED NAVAJO AREA MINES	Section 33	15N 11W	McKinley	NM
97	NON-OWNED SERVICE STATIONS	Albertville 7070	Highway 431 South	Albertville	AL
98	NON-OWNED SERVICE STATIONS	Alexander City 50	Route 2, U.S. 280 By-Pass	Alexander City	AL
99	NON-OWNED SERVICE STATIONS	Anniston 106	2830 Noble St.	Anniston	AL
100	NON-OWNED SERVICE STATIONS	Arab	Parkway 231 North	Arab	AL
101	NON-OWNED SERVICE STATIONS	Ardmore 7203	Highway 53 South	Ardmore	AL
102	NON-OWNED SERVICE STATIONS	Athens 6085	378 Highway 72 East	Athens	AL
103	NON-OWNED SERVICE STATIONS	Athens 7083	Highway 72 West	Athens	AL
104	NON-OWNED SERVICE STATIONS	Athens	Hwy. 72E	Athens	AL
105	NON-OWNED SERVICE STATIONS	Athens	Hwy. 72W	Athens	AL
106	NON-OWNED SERVICE STATIONS	Attalla	929 5th Avenue	Attalla	AL
107	NON-OWNED SERVICE STATIONS	Bessemer 7110	929 5th Avenue N.E.	Attalla	AL
108	NON-OWNED SERVICE STATIONS	Attalla 7077	South 3rd Street	Attalla	AL
109	NON-OWNED SERVICE STATIONS	Bessemer 58	1400 First Avenue South	Bessemer	AL
110	NON-OWNED SERVICE STATIONS	Bessemer 103	1405 19th Street	Bessemer	AL

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
111	NON-OWNED SERVICE STATIONS	Bessemer	330 S. 14th Street	Bessemer	AL
112	NON-OWNED SERVICE STATIONS	Bessemer 17	4001 Greenwood Road	Bessemer	AL
113	NON-OWNED SERVICE STATIONS	Bessemer 43	Hall Avenue and 14th Street	Bessemer	AL
114	NON-OWNED SERVICE STATIONS	Bessemer 59	Route 8 (U.S. Highway 11)	Bessemer	AL
115	NON-OWNED SERVICE STATIONS	Birmingham 66	10th Avenue North	Birmingham	AL
116	NON-OWNED SERVICE STATIONS	Birmingham 2105	1125 Gadsden RD	Birmingham	AL
117	NON-OWNED SERVICE STATIONS	Birmingham 104	1813 Bankhead Highway	Birmingham	AL
118	NON-OWNED SERVICE STATIONS	Birmingham 7059	301 77th Street	Birmingham	AL
119	NON-OWNED SERVICE STATIONS	Birmingham 23	4401 Fourth Avenue South	Birmingham	AL
120	NON-OWNED SERVICE STATIONS	Birmingham 101	4641 Decatur Highway	Birmingham	AL
121	NON-OWNED SERVICE STATIONS	Birmingham 85	490 Forestdale Boulevard	Birmingham	AL
122	NON-OWNED SERVICE STATIONS	Birmingham 2	5501 First Avenue South	Birmingham	AL
123	NON-OWNED SERVICE STATIONS	Birmingham 102	606 Birmingham - Bessemer Super Highway	Birmingham	AL
124	NON-OWNED SERVICE STATIONS	Birmingham 84	6525 Third Avenue North	Birmingham	AL
125	NON-OWNED SERVICE STATIONS	Birmingham 80	816 Sixth Avenue South	Birmingham	AL
126	NON-OWNED SERVICE STATIONS	Birmingham 37	8211 North First Avenue	Birmingham	AL
127	NON-OWNED SERVICE STATIONS	Birmingham 7702, 8	Jefferson & 16th	Birmingham	AL
128	NON-OWNED SERVICE STATIONS	Birmingham 67	Third Avenue and 9th Street	Birmingham	AL
129	NON-OWNED SERVICE STATIONS	Birmingham 82	US Highway 78 West	Birmingham	AL
130	NON-OWNED SERVICE STATIONS	Birmingham 2167	3319 Fifth Avenue North	Birmingham	AL
131	NON-OWNED SERVICE STATIONS	Blountsville 109	State Highway 79 & US Highway 231	Blountsville	AL

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
132	NON-OWNED SERVICE STATIONS	Boaz KM-124-7000	303 Thomas Avenue	Boaz	AL
133	NON-OWNED SERVICE STATIONS	Boaz 7007	NW/C Highway 431 & Bethsaida Road	Boaz	AL
134	NON-OWNED SERVICE STATIONS	Center Point 86	1837 Center Point Road	Center Point	AL
135	NON-OWNED SERVICE STATIONS	Columbiana 64	State Highway 25	Columbiana	AL
136	NON-OWNED SERVICE STATIONS	Crossville	Hwy. 75S	Crossville	AL
137	NON-OWNED SERVICE STATIONS	Dothan 48	718 North Oates	Dothan	AL
138	NON-OWNED SERVICE STATIONS	East Gadsden 75	Highway 278 East	East Gadsden	AL
139	NON-OWNED SERVICE STATIONS	Fultondale 2159	US Highway 31 North	Fultondale	AL
140	NON-OWNED SERVICE STATIONS	Gadsden 7039	1325 Noccaula RD Highway 211	Gadsden	AL
141	NON-OWNED SERVICE STATIONS	Gadsden 76	22225 W. Meighan Blvd.	Gadsden	AL
142	NON-OWNED SERVICE STATIONS	Gadsden 7114	346 Albert Rains Blvd.	Gadsden	AL
143	NON-OWNED SERVICE STATIONS	Gadsden 99	Forrest Avenue and First Street	Gadsden	AL
144	NON-OWNED SERVICE STATIONS	Gadsden	Rainbow Drive	Gadsden	AL
145	NON-OWNED SERVICE STATIONS	Glencoe 7068	16051 Highway 431 South	Glencoe	AL
146	NON-OWNED SERVICE STATIONS	Grand Bay	US Highway 90	Grand Bay	AL
147	NON-OWNED SERVICE STATIONS	Guntersville 431	US Highway 431	Guntersville	AL
148	NON-OWNED SERVICE STATIONS	Hamilton 78	US Highway 78	Hamilton	AL
149	NON-OWNED SERVICE STATIONS	Highland Home K-11	US Highway 331	Highland Home	AL
150	NON-OWNED SERVICE STATIONS	Hollins 60	Highway 241	Hollins	AL
151	NON-OWNED SERVICE STATIONS	Homewood 15	2705 South 18th Street	Homewood	AL
152	NON-OWNED SERVICE STATIONS	Huntsville 53	2500 Bob Wallace Avenue	Huntsville	AL

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
153	NON-OWNED SERVICE STATIONS	Huntsville 7111	2821 University Drive	Huntsville	AL
154	NON-OWNED SERVICE STATIONS	Huntsville 33	611 West Clinton Street	Huntsville	AL
155	NON-OWNED SERVICE STATIONS	Huntsville 96	650 North Parkway	Huntsville	AL
156	NON-OWNED SERVICE STATIONS	Irondale 104	1813 Bankhead Highway	Irondale	AL
157	NON-OWNED SERVICE STATIONS	Jasper 115	Bankhead Highway & 2nd Avenue	Jasper	AL
158	NON-OWNED SERVICE STATIONS	Jasper 7063	Highway 69 South & 13th Avenue (near bankhead highway)	Jasper	AL
159	NON-OWNED SERVICE STATIONS	Kilpatrick 7104	Highway 168 East	Kilpatrick	AL
160	NON-OWNED SERVICE STATIONS	Loxley 21	Highway 90	Loxley or Mobile	AL
161	NON-OWNED SERVICE STATIONS	Mobile 72	1910 St. Stephens Road	Mobile	AL
162	NON-OWNED SERVICE STATIONS	Mobile 3	59 North Broad Street	Mobile	AL
163	NON-OWNED SERVICE STATIONS	Mobile 9	750 Government Street	Mobile	AL
164	NON-OWNED SERVICE STATIONS	Mobile 55	Moffat Road	Mobile	AL
165	NON-OWNED SERVICE STATIONS	Mobile 57	1051 Springhill Avenue	Mobile	AL
166	NON-OWNED SERVICE STATIONS	Montgomery 7	137 Madison Avenue	Montgomery	AL
167	NON-OWNED SERVICE STATIONS	Montgomery k-6	1521 Decatur Street	Montgomery	AL
168	NON-OWNED SERVICE STATIONS	Montgomery K-7	3452 Mobile Highway	Montgomery	AL
169	NON-OWNED SERVICE STATIONS	Tan-Kar Oil Company (11 stations, office space and storage building)	3452 Mobile Hwy	Montgomery	AL
170	NON-OWNED SERVICE STATIONS	Montgomery K-1	500 Bell Street	Montgomery	AL
171	NON-OWNED SERVICE STATIONS	Montgomery K-15	570 South Decatur Street	Montgomery	AL
172	NON-OWNED SERVICE STATIONS	Montgomery K-12	US 82 and 231	Montgomery	AL
173	NON-OWNED SERVICE STATIONS	Montgomery K-4	US Highway 80	Montgomery	AL

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
174	NON-OWNED SERVICE STATIONS	Morgan City 7079	Highway 231 North	Morgan City	AL
175	NON-OWNED SERVICE STATIONS	Morgan City	Hwy. 431N	Morgan City	AL
176	NON-OWNED SERVICE STATIONS	Mountainboro-Boaz 7025	Highway 431 N - Carlisle	Mountainboro Boaz	AL
177	NON-OWNED SERVICE STATIONS	Odenville 7030	Highway 411 South	Odenville	AL
178	NON-OWNED SERVICE STATIONS	Oneonta 108	402 2nd Avenue East	Oneonta	AL
179	NON-OWNED SERVICE STATIONS	Oneonta 7201	Highway 231 North	Oneonta	AL
180	NON-OWNED SERVICE STATIONS	Oneonta 7204	Highway 75 West	Oneonta	AL
181	NON-OWNED SERVICE STATIONS	Opelika 63	US Highway 29	Opelika	AL
182	NON-OWNED SERVICE STATIONS	Owens Cross Roads 7080	9642 Highway 431 South	Owens Cross Roads	AL
183	NON-OWNED SERVICE STATIONS	OXFORD	1200 SNOW	Oxford	AL
184	NON-OWNED SERVICE STATIONS	Painter-Crossville 7022	Highway 75 South	Painter-Crossville	AL
185	NON-OWNED SERVICE STATIONS	Pelham 89	US Highway 31 South of Birmingham	Pelham	AL
186	NON-OWNED SERVICE STATIONS	Phenix City 62	US 280 and 431	Phenix City	AL
187	NON-OWNED SERVICE STATIONS	Piedmont 107	State Highway 74 and US 278	Piedmont	AL
188	NON-OWNED SERVICE STATIONS	Prattville 18	Highway 31 and Alabama River	Prattville	AL
189	NON-OWNED SERVICE STATIONS	Prattville K-3	RR #1	Prattville	AL
190	NON-OWNED SERVICE STATIONS	Prattville 13	US Highway 31	Prattville	AL
191	NON-OWNED SERVICE STATIONS	Prichard 73	3000 St Stephens Road	Prichard	AL
192	NON-OWNED SERVICE STATIONS	Prichard 54	Highway 45 & Lott Road	Prichard	AL
193	NON-OWNED SERVICE STATIONS	Reform 65	US Highway 82	Reform	AL
194	NON-OWNED SERVICE STATIONS	Saraland 5071	207 Highway #43	Saraland	AL

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
195	NON-OWNED SERVICE STATIONS	Selma 20	1327 - 1331 Broad Street	Selma	AL
196	NON-OWNED SERVICE STATIONS	Selma K-14	US Highway 80	Selma	AL
197	NON-OWNED SERVICE STATIONS	Shawmut 158	3000 20th Avenue	Shawmut	AL
198	NON-OWNED SERVICE STATIONS	Sheffield 7098	717 East 2nd Street	Sheffield	AL
199	NON-OWNED SERVICE STATIONS	Sheffield 94	723 East Second	Sheffield	AL
200	NON-OWNED SERVICE STATIONS	Sheffield 112	Montgomery Avenue and Cohen Street	Sheffield	AL
201	NON-OWNED SERVICE STATIONS	Somerville 111	Decatur-Arab Road (Highway 67)	Somerville	AL
202	NON-OWNED SERVICE STATIONS	Southside 7084	Highway 77 South	Southside	AL
203	NON-OWNED SERVICE STATIONS	Sylacauga 7082	Highway 21 North	Sylacauga	AL
204	NON-OWNED SERVICE STATIONS	Tarrant County 7102	1021 Pinson Valley Parkway	Tarrant County	AL
205	NON-OWNED SERVICE STATIONS	Tuscaloosa 12	Greensboro Avenue and Second Street	Tuscaloosa	AL
206	NON-OWNED SERVICE STATIONS	Verbena 16	US Highway 31	Verbena	AL
207	NON-OWNED SERVICE STATIONS	Wetempka K-8	14 miles east of Montgomery on Highway 231	Wetumpka	AL
208	NON-OWNED SERVICE STATIONS	Wetempka 56	US Highway 231	Wetumpka	AL
209	NON-OWNED SERVICE STATIONS	Wetumpka K-2	US Highway 231	Wetumpka	AL
210	NON-OWNED SERVICE STATIONS	Winfield 114	US Highway 78	Winfield	AL
211	NON-OWNED SERVICE STATIONS	Winterborough 61	US Highway 231	Winterborough	AL
212	NON-OWNED SERVICE STATIONS	Beebe 1	Highway 67	Beebe	AR
213	NON-OWNED SERVICE STATIONS	Beebe 74		Beebe	AR
214	NON-OWNED SERVICE STATIONS	Blytheville 1	1000 South Division Street	Blytheville	AR
215	NON-OWNED SERVICE STATIONS	Blytheville 2	301 South Elm Street	Blytheville	AR

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
216	NON-OWNED SERVICE STATIONS	Blythville 3	Highway 151 North	Blytheville	AR
217	NON-OWNED SERVICE STATIONS	Camden 1	SE/C California & Chestnut	Camden	AR
218	NON-OWNED SERVICE STATIONS	DeQueen 1	830 Elberta Avenue	DeQueen	AR
219	NON-OWNED SERVICE STATIONS	Eudora 5	Highway 65 & Fourth Street	Eudora	AR
220	NON-OWNED SERVICE STATIONS	Fayetteville 1	103 South School Street	Fayetteville	AR
221	NON-OWNED SERVICE STATIONS	Fayetteville 2	1236 South School Street	Fayetteville	AR
222	NON-OWNED SERVICE STATIONS	Fayetteville 4	1348 West 6th Street	Fayetteville	AR
223	NON-OWNED SERVICE STATIONS	Fayetteville 3	2402 College	Fayetteville	AR
224	NON-OWNED SERVICE STATIONS	Fort Smith 4	3825 Jenny Lind	Fort Smith	AR
225	NON-OWNED SERVICE STATIONS	Fort Smith 3	3811 Grand Avenue	Ft. Smith	AR
226	NON-OWNED SERVICE STATIONS	Ft. Smith 1	3911 Towson Avenue	Ft. Smith	AR
227	NON-OWNED SERVICE STATIONS	Fort Smith 2	5101 Jenny Lind Avenue	Ft. Smith	AR
228	NON-OWNED SERVICE STATIONS	Helena 1	Perry and Oakland Streets	Helena	AR
229	NON-OWNED SERVICE STATIONS	Hot Springs 2	2200 Albert Pike	Hot Springs	AR
230	NON-OWNED SERVICE STATIONS	Hot Springs 3	2245 Malvern Avenue	Hot Springs	AR
231	NON-OWNED SERVICE STATIONS	Hot Springs	4109 Central Avenue	Hot Springs	AR
232	NON-OWNED SERVICE STATIONS	Hoxie 1	NE/C US Highway 67 & Lindsey St.	Hoxie	AR
233	NON-OWNED SERVICE STATIONS	Jacksonville 1	106 Marshall Road	Jacksonville	AR
234	NON-OWNED SERVICE STATIONS	Little Rock 5	1100 East Roosevelt	Little Rock	AR
235	NON-OWNED SERVICE STATIONS	Little Rock 2	1823 High Street	Little Rock	AR
236	NON-OWNED SERVICE STATIONS	Little Rock 1	2801 West Markham	Little Rock	AR

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
237	NON-OWNED SERVICE STATIONS	Little Rock 44	West 12th Street and South Hayes	Little Rock	AR
238	NON-OWNED SERVICE STATIONS	Malvern 2	1114 East Page Avenue	Malvern	AR
239	NON-OWNED SERVICE STATIONS	Marianna 1	US Highway 79 & SH-1	Marianna	AR
240	NON-OWNED SERVICE STATIONS	Newport 1	Highway 67	Newport	AR
241	NON-OWNED SERVICE STATIONS	North Little Rock 4	224 East Broadway	North Little Rock	AR
242	NON-OWNED SERVICE STATIONS	North Little Rock 3	4600 East Broadway	North Little Rock	AR
243	NON-OWNED SERVICE STATIONS	Pine Bluff 3	1301 West Barraque	Pine Bluff	AR
244	NON-OWNED SERVICE STATIONS	PINE BLUFF	1700 N CEDAR	Pine Bluff	AR
245	NON-OWNED SERVICE STATIONS	Pine Bluff 5	2220 Olive Street	Pine Bluff	AR
246	NON-OWNED SERVICE STATIONS	Pine Bluff 4	3820 West Sixth Avenue	Pine Bluff	AR
247	NON-OWNED SERVICE STATIONS	Pine Bluff 2	NW/C US Highway 65 & Hutchinson	Pine Bluff	AR
248	NON-OWNED SERVICE STATIONS	Pine Bluff 1	US Highway 79 North & Collegiate Dr	Pine Bluff	AR
249	NON-OWNED SERVICE STATIONS	POTTSVILLE	SE/C i-40 & us 64	Pottsville	AR
250	NON-OWNED SERVICE STATIONS	Russellville 2	1021 East 4th Street	Russellville	AR
251	NON-OWNED SERVICE STATIONS	Russellville	3109 N. Main street	Russellville	AR
252	NON-OWNED SERVICE STATIONS	Searcy 1	502 W. Pleasure St.	Searcy	AR
253	NON-OWNED SERVICE STATIONS	Searcy 2	1901 East Race Street	Searcy	AR
254	NON-OWNED SERVICE STATIONS	Springdale 1	930 South Thompson Street	Springdale	AR
255	NON-OWNED SERVICE STATIONS	Springdale 2	404 W. Emma	Springdale	AR
256	NON-OWNED SERVICE STATIONS	Atlantic Beach 71	1119 Atlantic Boulevard	Atlantic Beach	FL
257	NON-OWNED SERVICE STATIONS	Atlantic Beach 75	880 Mayport Road	Atlantic Beach	FL

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
258	NON-OWNED SERVICE STATIONS	Boynton Beach 87	730 NW Second Avenue	Boynton Beach	FL
259	NON-OWNED SERVICE STATIONS	Clearwater 63	US Alternate Route 19 and Howard Court	Clearwater	FL
260	NON-OWNED SERVICE STATIONS	COCOA #3057	SE/C ST ROAD 520/LINCOLN ROAD	Cocoa	FL
261	NON-OWNED SERVICE STATIONS	Crystal River 44	Eastside US Highway 19	Crystal River	FL
262	NON-OWNED SERVICE STATIONS	Fernandina Beach 67	State Highway 200	Fernandina Beach	FL
263	NON-OWNED SERVICE STATIONS	Fort Walton Beach 76	54 Beal Parkway Southwest	Fort Walton Beach	FL
264	NON-OWNED SERVICE STATIONS	Ft. Walton Beach	98 Elgin Parkway N.E.	Ft. Walton Beach	FL
265	NON-OWNED SERVICE STATIONS	Gainesville 79	205 NW 8th Avenue	Gainesville	FL
266	NON-OWNED SERVICE STATIONS	Gainesville 91	2225 NW 6th	Gainesville	FL
267	NON-OWNED SERVICE STATIONS	Holly Hills 92	1094 Derbshire	Holly Hills	FL
268	NON-OWNED SERVICE STATIONS	Jacksonville 74	1112 University Boulevard	Jacksonville	FL
269	NON-OWNED SERVICE STATIONS	Jacksonville 69	4233 Brentwood	Jacksonville	FL
270	NON-OWNED SERVICE STATIONS	Jacksonville 66	4321 Moncrief Road	Jacksonville	FL
271	NON-OWNED SERVICE STATIONS	Jacksonville 70	509 South Edgewood Avenue	Jacksonville	FL
272	NON-OWNED SERVICE STATIONS	Jacksonville 55	6186 Cleveland Avenue	Jacksonville	FL
273	NON-OWNED SERVICE STATIONS	Jacksonville 90	6203 Roosevelt Boulevard	Jacksonville	FL
274	NON-OWNED SERVICE STATIONS	Jacksonville 42	7136 Atlantic Avenue	Jacksonville	FL
275	NON-OWNED SERVICE STATIONS	Jacksonville 68	725 Florida Avenue	Jacksonville	FL
276	NON-OWNED SERVICE STATIONS	Jacksonville 73	729 West Ashley Street	Jacksonville	FL
277	NON-OWNED SERVICE STATIONS	Jacksonville 41	959 Cassatt Avenue	Jacksonville	FL
278	NON-OWNED SERVICE STATIONS	Jacksonville 40	NW/C Merrill Road & Cesery Boulevard	Jacksonville	FL

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
279	NON-OWNED SERVICE STATIONS	Lake Worth 83	1001-05 South Dixie Highway	Lake Worth	FL
280	NON-OWNED SERVICE STATIONS	Lake Worth 84	3138 Lake Worth Road	Lake Worth	FL
281	NON-OWNED SERVICE STATIONS	Lake Worth 86	3380 South Military Trail	Lake Worth	FL
282	NON-OWNED SERVICE STATIONS	Lakeland 88	414 West Memorial Boulevard	Lakeland	FL
283	NON-OWNED SERVICE STATIONS	Largo 58	3390 E. Bay Drive	Largo	FL
284	NON-OWNED SERVICE STATIONS	Melbourne 29	2300 New Haven Street and Acacia Drive	Melbourne	FL
285	NON-OWNED SERVICE STATIONS	Merritt Island 82	325 Merritt Island Causeway	Merritt Island	FL
286	NON-OWNED SERVICE STATIONS	Ocala Power 52	US Highway Interstate 75 & State Route 40	Ocala	FL
287	NON-OWNED SERVICE STATIONS	Orlando 77	10 East Oakridge Road	Orlando	FL
288	NON-OWNED SERVICE STATIONS	Orlando 3093	1905 East Michigan	Orlando	FL
289	NON-OWNED SERVICE STATIONS	Orlando 76	7525 South Orange Avenue	Orlando	FL
290	NON-OWNED SERVICE STATIONS	Ormond Beach 3072	101 W. Granada Blvd	Ormond Beach	FL
291	NON-OWNED SERVICE STATIONS	Palatka 65	2005 Reid Road	Palatka	FL
292	NON-OWNED SERVICE STATIONS	Panama City	1920 East Fifth Street	Panama City	FL
293	NON-OWNED SERVICE STATIONS	Panama City 45	St. Andrews - Lynn Haven Road	Panama City	FL
294	NON-OWNED SERVICE STATIONS	Pensacola 47	3600 Palafox	Pensacola	FL
295	NON-OWNED SERVICE STATIONS	Pensacola 35	3806 Mobile Highway	Pensacola	FL
296	NON-OWNED SERVICE STATIONS	Perry 39	US Highway 19 South	Perry	FL
297	NON-OWNED SERVICE STATIONS	St Augustine 56	Green Acres Road & S. Highway 16	St. Augustine	FL
298	NON-OWNED SERVICE STATIONS	Tallahassee 38	1080 West Tennessee Street	Tallahassee	FL
299	NON-OWNED SERVICE STATIONS	Tampa 51	3057 West Hillsborough Avenue	Tampa	FL

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
300	NON-OWNED SERVICE STATIONS	Tampa 59	3337 South West Shore Boulevard	Tampa	FL
301	NON-OWNED SERVICE STATIONS	Titusville 3081	1110 Garden Street	Titusville	FL
302	NON-OWNED SERVICE STATIONS	Titusville 80	South & DeLeon Streets	Titusville	FL
303	NON-OWNED SERVICE STATIONS	West Palm Beach 85	5713 Voss Road, Mangonia Park	West Palm Beach	FL
304	NON-OWNED SERVICE STATIONS	Winter Haven 89	1506 34th Street, NW	Winter Haven	FL
305	NON-OWNED SERVICE STATIONS	Albany 47	1300 North Slappey Boulevard	Albany	GA
306	NON-OWNED SERVICE STATIONS	Albany 48	615 Radium Springs Road	Albany	GA
307	NON-OWNED SERVICE STATIONS	Alpharetta 5	125 South Main Street	Alpharetta	GA
308	NON-OWNED SERVICE STATIONS	Athens 28	1064 Baxter Street	Athens	GA
309	NON-OWNED SERVICE STATIONS	Athens 57	Oconee Street	Athens	GA
310	NON-OWNED SERVICE STATIONS	Atlanta 17	1113 Twiggs Street	Atlanta	GA
311	NON-OWNED SERVICE STATIONS	Atlanta 24	1321 Bankhead Highway	Atlanta	GA
312	NON-OWNED SERVICE STATIONS	Atlanta 11	180 Georgia Avenue S.W.	Atlanta	GA
313	NON-OWNED SERVICE STATIONS	Atlanta 11	1811 Lakewood Avenue SE	Atlanta	GA
314	NON-OWNED SERVICE STATIONS	Atlanta 12	1811 Lakewood Avenue, S.W.	Atlanta	GA
315	NON-OWNED SERVICE STATIONS	Atlanta 2091	186 Northside Drive, S.W.	Atlanta	GA
316	NON-OWNED SERVICE STATIONS	Atlanta 4	2125 Piedmont Road, N.E.	Atlanta	GA
317	NON-OWNED SERVICE STATIONS	Atlanta 3	2125 Piedmont Road, NE	Atlanta	GA
318	NON-OWNED SERVICE STATIONS	Atlanta 2	2418 Bolton Road	Atlanta	GA
319	NON-OWNED SERVICE STATIONS	Atlanta 1	2418 Bolton Road N.W.	Atlanta	GA
320	NON-OWNED SERVICE STATIONS	Atlanta 3030	280 Central Avenue	Atlanta	GA

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
321	NON-OWNED SERVICE STATIONS	Atlanta 10	370 Peters Street	Atlanta	GA
322	NON-OWNED SERVICE STATIONS	Atlanta 4	3955 Buford Highway	Atlanta	GA
323	NON-OWNED SERVICE STATIONS	Atlanta8	409 Mitchell Street S.W.	Atlanta	GA
324	NON-OWNED SERVICE STATIONS	Atlanta 8	409 Mitchelle Street S.W.	Atlanta	GA
325	NON-OWNED SERVICE STATIONS	Atlanta 2	4374 Roswell Road, N.W.	Atlanta	GA
326	NON-OWNED SERVICE STATIONS	Atlanta 3	4374 Roswell Road, N.W.	Atlanta	GA
327	NON-OWNED SERVICE STATIONS	Atlanta 139	646 DeKalb Avenue	Atlanta	GA
328	NON-OWNED SERVICE STATIONS	Atlanta 26	712 Hemphill Avenue	Atlanta	GA
329	NON-OWNED SERVICE STATIONS	Atlanta 31	980 Howell Mill Road	Atlanta	GA
330	NON-OWNED SERVICE STATIONS	Atlanta 92	980 Howell Mill Road	Atlanta	GA
331	NON-OWNED SERVICE STATIONS	Atlanta Bulk Plant	Avon Avenue & Sylvan Road	Atlanta	GA
332	NON-OWNED SERVICE STATIONS	Atlanta 29	Bankhead Highway	Atlanta	GA
333	NON-OWNED SERVICE STATIONS	Atlanta 30	Central & Pulliam	Atlanta	GA
334	NON-OWNED SERVICE STATIONS	Atlanta 10	108 Georgia Avenue	Atlanta	GA
335	NON-OWNED SERVICE STATIONS	Augusta 17	1113 Twiggs Street	Augusta	GA
336	NON-OWNED SERVICE STATIONS	Augusta 25	2228 Milledgeville Road	Augusta	GA
337	NON-OWNED SERVICE STATIONS	Brunswick 49	2325 Norwich Street	Brunswick	GA
338	NON-OWNED SERVICE STATIONS	Chamblee 2	3705 Buford Highway	Chamblee	GA
339	NON-OWNED SERVICE STATIONS	Chamblee 1	4477 Peachtree rd	Chamblee	GA
340	NON-OWNED SERVICE STATIONS	College Park 137	2086 Roosevelt Highway	College Park	GA
341	NON-OWNED SERVICE STATIONS	Columbus 35	3238 Cusseta Road	Columbus	GA

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
342	NON-OWNED SERVICE STATIONS	Dalton 23	606 East Morris	Dalton	GA
343	NON-OWNED SERVICE STATIONS	Dalton 16	900 North Glenwood Avenue	Dalton	GA
344	NON-OWNED SERVICE STATIONS	Decatur 9	1875 Candler Road	Decatur	GA
345	NON-OWNED SERVICE STATIONS	Decatur 9	1881 Candler Road	Decatur	GA
346	NON-OWNED SERVICE STATIONS	Decatur 2038	3647 Covington Highway	Decatur	GA
347	NON-OWNED SERVICE STATIONS	Dry Branch 3011	Macon Irwinton Road	Dry Branch	GA
348	NON-OWNED SERVICE STATIONS	Eatonton	Oak Street & South Madison	Eatonton	GA
349	NON-OWNED SERVICE STATIONS	Fair Oaks 7	505 Austell Road	Fair Oaks	GA
350	NON-OWNED SERVICE STATIONS	Flippen 3	SE/C Meadowbrook & Highway 351	Flippen	GA
351	NON-OWNED SERVICE STATIONS	Forest Park 2135	752 Main Street	Forest Park	GA
352	NON-OWNED SERVICE STATIONS	Fort Valley 9	Macon and Church Streets	Fort Valley	GA
353	NON-OWNED SERVICE STATIONS	Gainesville 6	1000 Athens Street	Gainesville	GA
354	NON-OWNED SERVICE STATIONS	Gainesville 9	920 Athens Avenue	Gainesville	GA
355	NON-OWNED SERVICE STATIONS	Gainesville 6	Athens Highway	Gainesville	GA
356	NON-OWNED SERVICE STATIONS	Gray 5	Gray-Milledgeville Road	Gray	GA
357	NON-OWNED SERVICE STATIONS	Green Valley 27	Highway 87	Green Valley	GA
358	NON-OWNED SERVICE STATIONS	Griffin 36	361 North Expressway	Griffin	GA
359	NON-OWNED SERVICE STATIONS	Hapeville	816 South Central Avenue	Hapeville	GA
360	NON-OWNED SERVICE STATIONS	Irwinton 13	Main Street & Highway 29 & 57	Irwinton	GA
361	NON-OWNED SERVICE STATIONS	Jenkinsburg 3028	US Highway 23	Jenkinsburg	GA
362	NON-OWNED SERVICE STATIONS	Mableton 2093	835 Bankhead Highway	Mableton	GA

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
363	NON-OWNED SERVICE STATIONS	Macon 24	1083 Third Street	Macon	GA
364	NON-OWNED SERVICE STATIONS	Macon 24	1095 Third Street	Macon	GA
365	NON-OWNED SERVICE STATIONS	Macon	1194 Broadway	Macon	GA
366	NON-OWNED SERVICE STATIONS	Macon 20	1503 Broadway	Macon	GA
367	NON-OWNED SERVICE STATIONS	Macon 21	161 Emery Highway	Macon	GA
368	NON-OWNED SERVICE STATIONS	Macon 2	2165 Montpelier Avenue	Macon	GA
369	NON-OWNED SERVICE STATIONS	Macon 15	2827 Houston Avenue	Macon	GA
370	NON-OWNED SERVICE STATIONS	Macon 18	3306 Forsyth Road	Macon	GA
371	NON-OWNED SERVICE STATIONS	Macon 18	3306 Vineville Avenue	Macon	GA
372	NON-OWNED SERVICE STATIONS	Macon 34	3430 Pio Nona Avenue	Macon	GA
373	NON-OWNED SERVICE STATIONS	Macon 46	3871 Broadway	Macon	GA
374	NON-OWNED SERVICE STATIONS	Macon 22	399 Walnut Street	Macon	GA
375	NON-OWNED SERVICE STATIONS	Macon 12	3992 Napier Avenue	Macon	GA
376	NON-OWNED SERVICE STATIONS	Macon 23	489 Cotton Avenue	Macon	GA
377	NON-OWNED SERVICE STATIONS	Macon 3	659 North Avenue	Macon	GA
378	NON-OWNED SERVICE STATIONS	Macon 50	727 Emery Highway & Fort Hill Road	Macon	GA
379	NON-OWNED SERVICE STATIONS	Macon 12	Belleville Station	Macon	GA
380	NON-OWNED SERVICE STATIONS	macon #3053	sw/c Hawkinsville road & allen road	Macon	GA
381	NON-OWNED SERVICE STATIONS	Macon 37	3871 Broadway	Macon	GA
382	NON-OWNED SERVICE STATIONS	Marietta 7	1410 Austell Road, Southeast	Marietta	GA
383	NON-OWNED SERVICE STATIONS	Moultrie 16	West Central & First Street, S.W.	Moultrie	GA

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
384	NON-OWNED SERVICE STATIONS	Moultrie 16	West Central & Trust	Moultrie	GA
385	NON-OWNED SERVICE STATIONS	Scottsdale 14	3436 East Ponce De Leon Avenue	Scottsdale	GA
386	NON-OWNED SERVICE STATIONS	Statesboro 7	Savannah and Vine Streets	Statesboro	GA
387	NON-OWNED SERVICE STATIONS	Summerville 51	463 Commerce Street	Summerville	GA
388	NON-OWNED SERVICE STATIONS	Thomaston 6	904 Barnesville Street	Thomaston	GA
389	NON-OWNED SERVICE STATIONS	Thomaston 26	US Highway 19	Thomaston	GA
390	NON-OWNED SERVICE STATIONS	Valdosta 14	651 South Patterson	Valdosta	GA
391	NON-OWNED SERVICE STATIONS	Vidalia 10	First Street	Vidalia	GA
392	NON-OWNED SERVICE STATIONS	West Point 46	100 East 8th Street	West Point	GA
393	NON-OWNED SERVICE STATIONS	Atlantic 2	7th and Walnut Streets	Atlantic	IA
394	NON-OWNED SERVICE STATIONS	Bettendorf 1	2920 State Street	Bettendorf	IA
395	NON-OWNED SERVICE STATIONS	Burlington 1	1200 N. Roosevelt Avenue	Burlington	IA
396	NON-OWNED SERVICE STATIONS	Carroll 1	US Highway 30 East	Carroll	IA
397	NON-OWNED SERVICE STATIONS	Cedar Rapids	1600 6th Street	Cedar Rapids	IA
398	NON-OWNED SERVICE STATIONS	Cedar Rapids 1	4713 6th Street	Cedar Rapids	IA
399	NON-OWNED SERVICE STATIONS	Centerville 1	220 East Maple Street	Centerville	IA
400	NON-OWNED SERVICE STATIONS	Clive 1	1725 N.W. 86th Street	Clive	IA
401	NON-OWNED SERVICE STATIONS	Cresco 1	202 2nd Avenue South	Cresco	IA
402	NON-OWNED SERVICE STATIONS	Davenport 2	2000 West River Road	Davenport	IA
403	NON-OWNED SERVICE STATIONS	Davenport 1	2920 West Locust	Davenport	IA
404	NON-OWNED SERVICE STATIONS	Denison 1	White and Prospect Streets	Denison	IA

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
405	NON-OWNED SERVICE STATIONS	Des Moines 2	14th & Euclid	Des Moines	IA
406	NON-OWNED SERVICE STATIONS	Des Moines 7	1824 Second Avenue	Des Moines	IA
407	NON-OWNED SERVICE STATIONS	Des Moines 9	1954 Indianola Road	Des Moines	IA
408	NON-OWNED SERVICE STATIONS	Des Moines 11	2110 West Army Post Road	Des Moines	IA
409	NON-OWNED SERVICE STATIONS	Des Moines 3	2270 Hubbell Avenue	Des Moines	IA
410	NON-OWNED SERVICE STATIONS	Des Moines 15	2814 E. University Street	Des Moines	IA
411	NON-OWNED SERVICE STATIONS	Des Moines 17	2825 Easton Boulevard	Des Moines	IA
412	NON-OWNED SERVICE STATIONS	Des Moines 10	3200 S.E. 14th	Des Moines	IA
413	NON-OWNED SERVICE STATIONS	Des Moines 16	3418 Sixth Avenue	Des Moines	IA
414	NON-OWNED SERVICE STATIONS	Des Moines 6	3426 Harding Road	Des Moines	IA
415	NON-OWNED SERVICE STATIONS	Des Moines 1	4100 S.W. Ninth St.	Des Moines	IA
416	NON-OWNED SERVICE STATIONS	Des Moines 14	4200 East Hubbell	Des Moines	IA
417	NON-OWNED SERVICE STATIONS	Des Moines 13	4675 North Second Avenue	Des Moines	IA
418	NON-OWNED SERVICE STATIONS	Des Moines 12	6900 Hickman Road	Des Moines	IA
419	NON-OWNED SERVICE STATIONS	Des Moines 4	7101 University Avenue	Des Moines	IA
420	NON-OWNED SERVICE STATIONS	Dunlap	7th & Iowa Streets	Des Moines	IA
421	NON-OWNED SERVICE STATIONS	Des Moines 8	East 14th & Des Moines	Des Moines	IA
422	NON-OWNED SERVICE STATIONS	Des Moines Bulk Station	Raccoon Street between 9th & 10th	Des Moines	IA
423	NON-OWNED SERVICE STATIONS	Fairfield 1	605 North Second Street	Fairfield	IA
424	NON-OWNED SERVICE STATIONS	Fort Dodge 1	1202 Second Avenue, South	Fort Dodge	IA
425	NON-OWNED SERVICE STATIONS	Fort Dodge 2	1500 Second Avenue, North	Fort Dodge	IA

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
426	NON-OWNED SERVICE STATIONS	Fort Madison 1	2311 Avenue “L”	Fort Madison	IA
427	NON-OWNED SERVICE STATIONS	Indianola 1	109 S. Jefferson Avenue	Indianola	IA
428	NON-OWNED SERVICE STATIONS	Iowa City 1	304 East Burlington	Iowa City	IA
429	NON-OWNED SERVICE STATIONS	Kellogg	Interstate 80 & County Road	Kellogg	IA
430	NON-OWNED SERVICE STATIONS	Keokuk 1	2820 Main	Keokuk	IA
431	NON-OWNED SERVICE STATIONS	LeMars 1	226 Fifth Avenue, S.W.	LeMars	IA
432	NON-OWNED SERVICE STATIONS	LeMars	234 5th Avenue	LeMars	IA
433	NON-OWNED SERVICE STATIONS	Maquoketa 1	311 East Platt Street	Maquoketa	IA
434	NON-OWNED SERVICE STATIONS	Mason City 1	North Federal and 13t Street	Mason City	IA
435	NON-OWNED SERVICE STATIONS	Missouri Valley 1	500 West Erie Street	Missouri Valley	IA
436	NON-OWNED SERVICE STATIONS	Nevada 2	1136 East 5th Street	Nevada	IA
437	NON-OWNED SERVICE STATIONS	Newton 1	1901 First Avenue	Newton	IA
438	NON-OWNED SERVICE STATIONS	Oakland 1	Main Street	Oakland	IA
439	NON-OWNED SERVICE STATIONS	Oelwein 1	935 South Frederick	Oelwein	IA
440	NON-OWNED SERVICE STATIONS	Osage 1	1428 Main Street	Osage	IA
441	NON-OWNED SERVICE STATIONS	Osceola 1	714 West McLane	Osceola	IA
442	NON-OWNED SERVICE STATIONS	Oskaloosa 1	1102 A Avenue West	Oskaloosa	IA
443	NON-OWNED SERVICE STATIONS	Ottumwa 1	1268 West 2nd	Ottumwa	IA
444	NON-OWNED SERVICE STATIONS	Ottumwa 2	201 North Madison	Ottumwa	IA
445	NON-OWNED SERVICE STATIONS	Pella 1	600 Oskaloosa Street	Pella	IA
446	NON-OWNED SERVICE STATIONS	Sheldon 1	622 Second Avenue	Sheldon	IA

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
447	NON-OWNED SERVICE STATIONS	Sioux City 1	322 South Lewis Road	Sioux City	IA
448	NON-OWNED SERVICE STATIONS	Sioux City	500 Wesley Way	Sioux City	IA
449	NON-OWNED SERVICE STATIONS	Storm Lake 1	420 Flindt Drive	Storm Lake	IA
450	NON-OWNED SERVICE STATIONS	Washington 1	Route 2, Box 110-A	Washington	IA
451	NON-OWNED SERVICE STATIONS	Waterloo 1	2102-2116 Lafayette	Waterloo	IA
452	NON-OWNED SERVICE STATIONS	Abingdon 1	Monmouth & Monroe Sts.	Abingdon	IL
453	NON-OWNED SERVICE STATIONS	Belleville 1	1531 Lebanon Avenue	Belleville	IL
454	NON-OWNED SERVICE STATIONS	Belvidere 1	600 Logan Avenue	Belvidere	IL
455	NON-OWNED SERVICE STATIONS	Bushnell #1	105 E. Hail Street	Bushnell	IL
456	NON-OWNED SERVICE STATIONS	Carlinville	304 East First South Street	Carlinville	IL
457	NON-OWNED SERVICE STATIONS	Centralia 1	138 N. Walnut	Centralia	IL
458	NON-OWNED SERVICE STATIONS	Charleston 1	120 Lincoln Street	Charleston	IL
459	NON-OWNED SERVICE STATIONS	Chillicothe 1	223 N. 4th	Chillicothe	IL
460	NON-OWNED SERVICE STATIONS	Clinton	105 East Van Buren	Clinton	IL
461	NON-OWNED SERVICE STATIONS	Collinsville 1	201 North Vandalia	Collinsville	IL
462	NON-OWNED SERVICE STATIONS	Decatur Bulk Station	100 Industry Court	Decatur	IL
463	NON-OWNED SERVICE STATIONS	Decatur 7	1500 East Eldorado Street	Decatur	IL
464	NON-OWNED SERVICE STATIONS	Decatur 5	274 West Wood Street	Decatur	IL
465	NON-OWNED SERVICE STATIONS	Decatur	560 East Pershing Road	Decatur	IL
466	NON-OWNED SERVICE STATIONS	DeKalb 1	1120 W. Lincoln Highway	DeKalb	IL
467	NON-OWNED SERVICE STATIONS	LEFTON IRON AND METAL	SCRAP SALVAGE SITE- 205 SOUTH 17TH STREET	East St. Louis	IL

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
468	NON-OWNED SERVICE STATIONS	Edwardsville	100 South Main Street	Edwardsville	IL
469	NON-OWNED SERVICE STATIONS	Effingham 1	419 West Fayette Avenue	Effingham	IL
470	NON-OWNED SERVICE STATIONS	Fairfield 1	W. Main and Clarence	Fairfield	IL
471	NON-OWNED SERVICE STATIONS	Flora 1	400 West North Avenue	Flora	IL
472	NON-OWNED SERVICE STATIONS	Freeport 1	901 South Galena	Freeport	IL
473	NON-OWNED SERVICE STATIONS	Galesburg 2	RFD 3, Knoxville Road	Galesburg	IL
474	NON-OWNED SERVICE STATIONS	Galva 1	S.E. 1st Avenue	Galva	IL
475	NON-OWNED SERVICE STATIONS	Georgetown 1	305 North Main Street	Georgetown	IL
476	NON-OWNED SERVICE STATIONS	Granite City 1	2320 Nameoki Road	Granite City	IL
477	NON-OWNED SERVICE STATIONS	Greenville 1	110 East Harris St.	Greenville	IL
478	NON-OWNED SERVICE STATIONS	Harrisburg 1	NW/C Commercial and Church Streets	Harrisburg	IL
479	NON-OWNED SERVICE STATIONS	Hoopeston 1	West Main Street and South Sixth Avenue	Hoopeston	IL
480	NON-OWNED SERVICE STATIONS	Jacksonville 1	524 East Morton Avenue	Jacksonville	IL
481	NON-OWNED SERVICE STATIONS	Kankakee 3	121 West Court Street	Kankakee	IL
482	NON-OWNED SERVICE STATIONS	Kankakee 2	750 Fair Street	Kankakee	IL
483	NON-OWNED SERVICE STATIONS	Kewanee 1	501 N. Main	Kewanee	IL
484	NON-OWNED SERVICE STATIONS	LaSalle 1	145 Third Street	LaSalle	IL
485	NON-OWNED SERVICE STATIONS	Lincoln 1	203 North Kickapoo Street	Lincoln	IL
486	NON-OWNED SERVICE STATIONS	Litchfield 1	403 E. Union Avenue	Litchfield	IL
487	NON-OWNED SERVICE STATIONS	Marion 1	1500 West Main	Marion	IL
488	NON-OWNED SERVICE STATIONS	Mattoon 1	1721 Charleston Avenue	Mattoon	IL

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
489	NON-OWNED SERVICE STATIONS	Mendota 1	1212 13th Avenue	Mendota	IL
490	NON-OWNED SERVICE STATIONS	Metropolis 1	NE/C Ferry & Sixth Streets	Metropolis	IL
491	NON-OWNED SERVICE STATIONS	Moline 1	4720 Bridgelane	Moline	IL
492	NON-OWNED SERVICE STATIONS	Monmouth 1	Main and Franklin	Monmouth	IL
493	NON-OWNED SERVICE STATIONS	Monticello 1	117 N. Market Street	Monticello	IL
494	NON-OWNED SERVICE STATIONS	Morrison 1	US Highway 30, North Route	Morrison	IL
495	NON-OWNED SERVICE STATIONS	mt. carmel	330 walnut ave	Mt. Carmel	IL
496	NON-OWNED SERVICE STATIONS	Mt. Pulaski	Railroad Right-of-way Site	Mt. Pulaski	IL
497	NON-OWNED SERVICE STATIONS	Mt. Vernon	100 South 15th Street	Mt. Vernon	IL
498	NON-OWNED SERVICE STATIONS	MT. VERNON	1416 S 10TH	Mt. Vernon	IL
499	NON-OWNED SERVICE STATIONS	Murphysboro 1	Sixth and Walnut Street	Murphysboro	IL
500	NON-OWNED SERVICE STATIONS	Normal	313 West Beaufort	Normal	IL
501	NON-OWNED SERVICE STATIONS	Olney 1	703 West Main Street	Olney	IL
502	NON-OWNED SERVICE STATIONS	Petersburg	219 N. 6th	Petersburg	IL
503	NON-OWNED SERVICE STATIONS	Princeton 1	Highway 26, Route 1	Princeton	IL
504	NON-OWNED SERVICE STATIONS	Rantoul 1	714 E. Champaign	Rantoul	IL
505	NON-OWNED SERVICE STATIONS	Rochelle 1	US Highway 51, North of Rochelle	Rochelle	IL
506	NON-OWNED SERVICE STATIONS	Rock Island 1	1520 11th Street	Rock Island	IL
507	NON-OWNED SERVICE STATIONS	Rock Island 3	3100 Fifth Avenue	Rock Island	IL
508	NON-OWNED SERVICE STATIONS	Rockford 3	1430 East Broadway	Rockford	IL
509	NON-OWNED SERVICE STATIONS	Rockford	2301 Harrison Avenue	Rockford	IL

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
510	NON-OWNED SERVICE STATIONS	Rockford 2	2903 S. Kishwaukee	Rockford	IL
511	NON-OWNED SERVICE STATIONS	Rockford 4	3410 West State Street	Rockford	IL
512	NON-OWNED SERVICE STATIONS	Salem 1	1435 West Main	Salem	IL
513	NON-OWNED SERVICE STATIONS	Springfield 3	1000 N. MacArthur	Springfield	IL
514	NON-OWNED SERVICE STATIONS	Springfield 2	2041 East Cook Street	Springfield	IL
515	NON-OWNED SERVICE STATIONS	Springfield 1	629 North 9th Street	Springfield	IL
516	NON-OWNED SERVICE STATIONS	Streator 1	Bridge Street and Bloomington	Streator	IL
517	NON-OWNED SERVICE STATIONS	Sullivan 1	305 S. Hamilton	Sullivan	IL
518	NON-OWNED SERVICE STATIONS	Sycamore #1	Route 23, Highway 23 South	Sycamore	IL
519	NON-OWNED SERVICE STATIONS	Taylorville	1101 W. Spressor street	Taylorville	IL
520	NON-OWNED SERVICE STATIONS	Taylorville 1	Highway 48 & Silver Street or 1101 Route 48 West	Taylorville	IL
521	NON-OWNED SERVICE STATIONS	Urbana 1	US Highway 45 North	Urbana	IL
522	NON-OWNED SERVICE STATIONS	Washington 1	1309 Washington Road	Washington	IL
523	NON-OWNED SERVICE STATIONS	West Frankfort 1	1110 East Main	West Frankfort	IL
524	NON-OWNED SERVICE STATIONS	Anderson 1	603 East 8th	Anderson	IN
525	NON-OWNED SERVICE STATIONS	Clermont 1	9054 Crawfordsville Road	Clermont	IN
526	NON-OWNED SERVICE STATIONS	Clermont Pipeline Terminal	W. 30th St.	Clermont	IN
527	NON-OWNED SERVICE STATIONS	Clinton 1	9th and Vine Street	Clinton	IN
528	NON-OWNED SERVICE STATIONS	Elwood 1	2034 E. Main St	Elwood	IN
529	NON-OWNED SERVICE STATIONS	Franklin 1	650 West Madison	Franklin	IN
530	NON-OWNED SERVICE STATIONS	Greencastle 1	605 Bloomington	Greencastle	IN

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
531	NON-OWNED SERVICE STATIONS	Indianapolis 8	2801 Post Road	Indianapolis	IN
532	NON-OWNED SERVICE STATIONS	INDIANAPOLIS	3311 KENTUCKY AVE	Indianapolis	IN
533	NON-OWNED SERVICE STATIONS	Indianapolis 2	4951 South Madison Avenue	Indianapolis	IN
534	NON-OWNED SERVICE STATIONS	Indianapolis 6	5461 East 30th Street	Indianapolis	IN
535	NON-OWNED SERVICE STATIONS	Indianapolis 1	550 South Harding Street	Indianapolis	IN
536	NON-OWNED SERVICE STATIONS	Indianapolis 7	911 West 34th Street	Indianapolis	IN
537	NON-OWNED SERVICE STATIONS	Kentland 1	5th & Seymour Streets	Kentland	IN
538	NON-OWNED SERVICE STATIONS	Lawrence 1	4715 Shadeland Avenue	Lawrence	IN
539	NON-OWNED SERVICE STATIONS	Linton 1	380 N.W. “A” Street	Linton	IN
540	NON-OWNED SERVICE STATIONS	Logansport 1	1001 Wheatland	Logansport	IN
541	NON-OWNED SERVICE STATIONS	Marion 1	1102 S. Baldwin Avenue	Marion	IN
542	NON-OWNED SERVICE STATIONS	1741 SOUTH MAIN	1741 SOUTH MAIN STREET	New Castle	IN
543	NON-OWNED SERVICE STATIONS	New Castle 1	2131 E. Broad Street	New Castle	IN
544	NON-OWNED SERVICE STATIONS	Peru 1	310 N. Broadway	Peru	IN
545	NON-OWNED SERVICE STATIONS	Plainfield 1	US Highway & Clarks Road	Plainfield	IN
546	NON-OWNED SERVICE STATIONS	Princeton 1	1600 West Broadway	Princeton	IN
547	NON-OWNED SERVICE STATIONS	Rockville 1	600 North Lincoln Road	Rockville	IN
548	NON-OWNED SERVICE STATIONS	Speedway 1	2490 Georgetown Road	Speedway	IN
549	NON-OWNED SERVICE STATIONS	Sullivan 1	Section and Johnson Street	Sullivan	IN
550	NON-OWNED SERVICE STATIONS	Terre Haute 2	1328 Poplar Street	Terre Haute	IN
551	NON-OWNED SERVICE STATIONS	Terre Haute 1	1732 North Third	Terre Haute	IN

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552	NON-OWNED SERVICE STATIONS	Vincennes 1	1626 North 6th Street	Vincennes	IN
553	NON-OWNED SERVICE STATIONS	Wabash 1	958 North Cass	Wabash	IN
554	NON-OWNED SERVICE STATIONS	Ark City	601 Summit street	Ark City	KS
555	NON-OWNED SERVICE STATIONS	Arkansas City 1	601 S. Summit	Arkansas City	KS
556	NON-OWNED SERVICE STATIONS	Augusta 2	115 East 7th	Augusta	KS
557	NON-OWNED SERVICE STATIONS	Augusta 1	641 Osage	Augusta	KS
558	NON-OWNED SERVICE STATIONS	Belleville 1	28th & L Streets	Belleville	KS
559	NON-OWNED SERVICE STATIONS	Burlington 1	1124 N. 4th	Burlington	KS
560	NON-OWNED SERVICE STATIONS	Cherryvale Storage Tank	101 East Fourth Street	Cherryvale	KS
561	NON-OWNED SERVICE STATIONS	Cherryvale 1	NE/Third & Liberty (330 W. 3rd)	Cherryvale	KS
562	NON-OWNED SERVICE STATIONS	Colby	State Highway 25	Colby	KS
563	NON-OWNED SERVICE STATIONS	Concordia 1	NW/C 11th Street & Lincoln	Concordia	KS
564	NON-OWNED SERVICE STATIONS	Derby 1	230 S. Baltimore	Derby	KS
565	NON-OWNED SERVICE STATIONS	El Dorado 1	1631 West Central	El Dorado	KS
566	NON-OWNED SERVICE STATIONS	Emporia 1	1128 Commercial St.	Emporia	KS
567	NON-OWNED SERVICE STATIONS	Garden City Shop ‘N Gas	308 North Sixth Street	Garden City	KS
568	NON-OWNED SERVICE STATIONS	Garden City	NE/C 11th and Kansas Street	Garden City	KS
569	NON-OWNED SERVICE STATIONS	Hays 1	401 East 8th Street	Hays	KS
570	NON-OWNED SERVICE STATIONS	Haysville 1	248 South Seneca, Haysville KS 67060	Haysville	KS
571	NON-OWNED SERVICE STATIONS	Hillsboro 1	414 S. Washington	Hillsboro	KS
572	NON-OWNED SERVICE STATIONS	Hutchinson 1	2629 East 4th Street	Hutchinson	KS

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
573	NON-OWNED SERVICE STATIONS	Independence	112 N. 10th Street	Independence	KS
574	NON-OWNED SERVICE STATIONS	Iola 1	201 South State Street	Iola	KS
575	NON-OWNED SERVICE STATIONS	Junction City	711 Grant Avenue	Junction City	KS
576	NON-OWNED SERVICE STATIONS	Kansas City	4732 State Avenue	Kansas City	KS
577	NON-OWNED SERVICE STATIONS	Lawrence 4	900 Illinois	Lawrence	KS
578	NON-OWNED SERVICE STATIONS	Lawrence 3	930 W. 23rd Street	Lawrence	KS
579	NON-OWNED SERVICE STATIONS	Lawrence 2	West Sixth & Lawrence	Lawrence	KS
580	NON-OWNED SERVICE STATIONS	Lawrence 1	920 N. Second Street	Lawrence	KS
581	NON-OWNED SERVICE STATIONS	Liberal 2	US 54 Highway & Jewell Street	Liberal	KS
582	NON-OWNED SERVICE STATIONS	Manhattan 1	12th and Laramie	Manhattan	KS
583	NON-OWNED SERVICE STATIONS	Manhattan 2	State Highway 18 West	Manhattan	KS
584	NON-OWNED SERVICE STATIONS	Marysville 1	203 Center Street	Marysville	KS
585	NON-OWNED SERVICE STATIONS	Oakley	US Highway 83 & Interstate 70	Oakley	KS
586	NON-OWNED SERVICE STATIONS	Ogden 1	Highway 18	Ogden	KS
587	NON-OWNED SERVICE STATIONS	Oswego 1	NW/C 6th & Ohio Street	Oswego	KS
588	NON-OWNED SERVICE STATIONS	Paola 1	NW/C Piankishaw and Silver	Paola	KS
589	NON-OWNED SERVICE STATIONS	Pittsburgh 1	719 South Broadway	Pittsburgh	KS
590	NON-OWNED SERVICE STATIONS	Russell 1	US 281 E	Russell	KS
591	NON-OWNED SERVICE STATIONS	Topeka 5	101 East Highway 24	Topeka	KS
592	NON-OWNED SERVICE STATIONS	Topeka 2	4710 South Topeka Avenue	Topeka	KS
593	NON-OWNED SERVICE STATIONS	Topeka 3	5335 South Topeka Boulevard	Topeka	KS

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
594	NON-OWNED SERVICE STATIONS	Topeka 4	NW/C I-70 & Valencia Road	Topeka	KS
595	NON-OWNED SERVICE STATIONS	Washington	101 West 7th Street	Washington	KS
596	NON-OWNED SERVICE STATIONS	Wellington 1	206 West 15th	Wellington	KS
597	NON-OWNED SERVICE STATIONS	Wichita 2	1439 East 13th	Wichita	KS
598	NON-OWNED SERVICE STATIONS	Wichita 5	1701 East McArthur	Wichita	KS
599	NON-OWNED SERVICE STATIONS	Wichita 9	2160 South Broadway	Wichita	KS
600	NON-OWNED SERVICE STATIONS	Wichita 6	2347 South Senenca	Wichita	KS
601	NON-OWNED SERVICE STATIONS	Wichita 8	2410 South Oliver	Wichita	KS
602	NON-OWNED SERVICE STATIONS	Wichita 3	2439 North Arkansas	Wichita	KS
603	NON-OWNED SERVICE STATIONS	Wichita 4	4710 South East Boulevard	Wichita	KS
604	NON-OWNED SERVICE STATIONS	Wichita 1	6439 Highway 54 West	Wichita	KS
605	NON-OWNED SERVICE STATIONS	Wichita 7	695 North West Street	Wichita	KS
606	NON-OWNED SERVICE STATIONS	Wichita 10	NW/C 13th & Maize Road	Wichita	KS
607	NON-OWNED SERVICE STATIONS	Yates Center 1	501 West Mary	Yates Center	KS
608	NON-OWNED SERVICE STATIONS	Bowling Green 65	1588 Laurel	Bowling Green	KY
609	NON-OWNED SERVICE STATIONS	Cave City 59	Highway 31 West	Cave City	KY
610	NON-OWNED SERVICE STATIONS	central city	highway 431 & stroud	Central City	KY
611	NON-OWNED SERVICE STATIONS	Danville	501 South Fourth Street	Danville	KY
612	NON-OWNED SERVICE STATIONS	Elizabethtown 61	US Highway 31 West at Mt. Zion Road	Elizabethtown	KY
613	NON-OWNED SERVICE STATIONS	Glasgow	528 Happy Valley Road	Glasgow	KY
614	NON-OWNED SERVICE STATIONS	Hopkinsville 130	1411 West 7th Street	Hopkinsville	KY

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
615	NON-OWNED SERVICE STATIONS	Jeffersontown 145	10200 Taylorsville Road	Jeffersontown	KY
616	NON-OWNED SERVICE STATIONS	Lexington 1	2172 Nicholasville Road	Lexington	KY
617	NON-OWNED SERVICE STATIONS	Lexington 67	235 New Circle Road	Lexington	KY
618	NON-OWNED SERVICE STATIONS	Lexington 4	600 East Third Street	Lexington	KY
619	NON-OWNED SERVICE STATIONS	Lexington 3	800 North Broadway	Lexington	KY
620	NON-OWNED SERVICE STATIONS	Lexington 9	901 Georgetown Road	Lexington	KY
621	NON-OWNED SERVICE STATIONS	Louisville 62	2601 Bardstown Road	Louisville	KY
622	NON-OWNED SERVICE STATIONS	Louisville 146	3323 Fern Valley Road	Louisville	KY
623	NON-OWNED SERVICE STATIONS	Louisville 66	3800 Cane Run Road	Louisville	KY
624	NON-OWNED SERVICE STATIONS	Louisville 124	4660 Poplar Level Road	Louisville	KY
625	NON-OWNED SERVICE STATIONS	Louisville 150	619 Outer Loop and Nash Road	Louisville	KY
626	NON-OWNED SERVICE STATIONS	Louisville 144	7401 Preston Highway	Louisville	KY
627	NON-OWNED SERVICE STATIONS	Louisville 60	7528 Dixie Highway	Louisville	KY
628	NON-OWNED SERVICE STATIONS	Louisville 125	Fegenbush & Watterson Trail	Louisville	KY
629	NON-OWNED SERVICE STATIONS	Louisville 126	4435 OR 4403 New Manslick Road	Louisville	KY
630	NON-OWNED SERVICE STATIONS	Louisville 153	612 Lyndon Lane	Lyndon	KY
631	NON-OWNED SERVICE STATIONS	Madisonville 122	2425 South Main Street	Madisonville	KY
632	NON-OWNED SERVICE STATIONS	Owensboro 2063	4024 East 4th Street	Owensboro	KY
633	NON-OWNED SERVICE STATIONS	Owensboro 55	623 West Ninth Street	Owensboro	KY
634	NON-OWNED SERVICE STATIONS	Paducah 2	Park Avenue West	Paducah	KY
635	NON-OWNED SERVICE STATIONS	Paris	585 West 8th Street	Paris	KY

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
636	NON-OWNED SERVICE STATIONS	Radcliff 133	870 South Dixie Boulevard	Radcliff	KY
637	NON-OWNED SERVICE STATIONS	Russellville 58	523 North Main Street	Russellville	KY
638	NON-OWNED SERVICE STATIONS	Shelbyville 7	1530 Midland Trail West	Shelbyville	KY
639	NON-OWNED SERVICE STATIONS	Somerset 8	SE/C West Columbia and Mt. Vernon Streets	Somerset	KY
640	NON-OWNED SERVICE STATIONS	Winchester 5	Main & Clark	Winchester	KY
641	NON-OWNED SERVICE STATIONS	WINCHEsTER	us highway 277	Winchester	KY
642	NON-OWNED SERVICE STATIONS	Arcadia 5	131 East First Street	Arcadia	LA
643	NON-OWNED SERVICE STATIONS	Bastrop	701 North Washington	Bastrop	LA
644	NON-OWNED SERVICE STATIONS	Bastrop 17	West Madison and West Hickory	Bastrop	LA
645	NON-OWNED SERVICE STATIONS	Columbia 1	Pearl and Kentucky Street	Columbia	LA
646	NON-OWNED SERVICE STATIONS	Delhi 1	205 N.E. First Street	Delhi	LA
647	NON-OWNED SERVICE STATIONS	Ferriday 1	619 South 4th	Ferriday	LA
648	NON-OWNED SERVICE STATIONS	Girard Tank Yard	Railroad Right of Way	Girard	LA
649	NON-OWNED SERVICE STATIONS	Jena 1	West Oak Street	Jena	LA
650	NON-OWNED SERVICE STATIONS	Jonesboro 6	1703 Ringgold	Jonesboro	LA
651	NON-OWNED SERVICE STATIONS	Lake Providence 3	Sparrow Street	Lake Providence	LA
652	NON-OWNED SERVICE STATIONS	Minden	223 East Union Street	Minden	LA
653	NON-OWNED SERVICE STATIONS	Monroe 19	801 Wiinsboro Road	Monroe	LA
654	NON-OWNED SERVICE STATIONS	Monroe 20	Magnolia & DeSiard Street	Monroe	LA
655	NON-OWNED SERVICE STATIONS	Natchitochas	210 Hwy. 10 South	Natchitochas	LA
656	NON-OWNED SERVICE STATIONS	NATCHITOCHES #9016	210 HIGHWAY 1 SOUTH	Natchitoches	LA

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
657	NON-OWNED SERVICE STATIONS	Oak Grove 11	Louisiana Highway 17	Oak Grove	LA
658	NON-OWNED SERVICE STATIONS	Oak Grove 2	South Front Street	Oak Grove	LA
659	NON-OWNED SERVICE STATIONS	Opelousas 40	US Highway 90	Opelousas	LA
660	NON-OWNED SERVICE STATIONS	Ruston	East Georgia Avenue. & Monrovia Dr.	Ruston	LA
661	NON-OWNED SERVICE STATIONS	Tallulah 1	508 West Green Street	Tallulah	LA
662	NON-OWNED SERVICE STATIONS	Vidalia 1	Carter Avenue & Hickory	Vidalia	LA
663	NON-OWNED SERVICE STATIONS	West Monroe	702 Jonesboro Road	West Monroe	LA
664	NON-OWNED SERVICE STATIONS	Menominee 1	1915 Tenth Street	Menominee	MI
665	NON-OWNED SERVICE STATIONS	Ada 1	Park & West Main State Highway 200	Ada	MN
666	NON-OWNED SERVICE STATIONS	Austin 2	903 Fourth Avenue, NE	Austin	MN
667	NON-OWNED SERVICE STATIONS	Austin 1	Highway 218 South	Austin	MN
668	NON-OWNED SERVICE STATIONS	Bemidji 1	SW/C US Highway 2 and Irving Avenue	Bemidji	MN
669	NON-OWNED SERVICE STATIONS	Beroun 1	I-35 & Co. Road 14	Beroun	MN
670	NON-OWNED SERVICE STATIONS	Bloomington	5001 W. 80th Street	Bloomington	MN
671	NON-OWNED SERVICE STATIONS	Bloomington 1	855 Lyndale Avenue South	Bloomington	MN
672	NON-OWNED SERVICE STATIONS	Blue Earth 2	Highway 169 and 16	Blue Earth	MN
673	NON-OWNED SERVICE STATIONS	Cass Lake	Main and Cass Streets	Cass Lake	MN
674	NON-OWNED SERVICE STATIONS	Chisholm	Highway 169 West	Chisholm	MN
675	NON-OWNED SERVICE STATIONS	Crookston 1	Broadway & Third Streets	Crookston	MN
676	NON-OWNED SERVICE STATIONS	Detroit Lakes 1	319 East Frazee	Detroit Lakes	MN
677	NON-OWNED SERVICE STATIONS	Elk River 1	Route 2, Highway 10 & 52	Elk River	MN

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
678	NON-OWNED SERVICE STATIONS	Fairmont 1	415 S. State Street	Fairmont	MN
679	NON-OWNED SERVICE STATIONS	Grand Rapids 1	23 N.E. 4th Street	Grand Rapids	MN
680	NON-OWNED SERVICE STATIONS	Grand Rapids Bulk Station	Right-of-Way Site	Grand Rapids	MN
681	NON-OWNED SERVICE STATIONS	Grand Rapids 2	SW/C 6th Street and Pokegama Avenue	Grand Rapids	MN
682	NON-OWNED SERVICE STATIONS	Hastings 1	1610 S. Vermillion	Hastings	MN
683	NON-OWNED SERVICE STATIONS	Hastings 1	1701 Excelsior Avenue, North	Hastings	MN
684	NON-OWNED SERVICE STATIONS	LaCrescent 1	Rt 2, Highway 14, 16 & 61	LaCrescent	MN
685	NON-OWNED SERVICE STATIONS	Little Falls	220 Southeast First Street	Little Falls	MN
686	NON-OWNED SERVICE STATIONS	Mankato 2	328 Park Lane	Mankato	MN
687	NON-OWNED SERVICE STATIONS	Mankato 1	1301 Rhine Street	Mankato 1	MN
688	NON-OWNED SERVICE STATIONS	Marshall 1	East College Drive	Marshall	MN
689	NON-OWNED SERVICE STATIONS	McIntosh Bulk Station	Johnson Avenue & R.R. Tracks	McIntosh	MN
690	NON-OWNED SERVICE STATIONS	Melrose 1	Interstate 94 and 2nd Avenue East	Melrose	MN
691	NON-OWNED SERVICE STATIONS	Minneapolis 1	3601 Chicago Avenue	Minneapolis	MN
692	NON-OWNED SERVICE STATIONS	Minneapolis	4737 Minnehaha Avenue	Minneapolis	MN
693	NON-OWNED SERVICE STATIONS	Minneapolis Office	6701 Penn Avenue South	Minneapolis	MN
694	NON-OWNED SERVICE STATIONS	Montevideo 1	Canton and Chippewa	Montevideo	MN
695	NON-OWNED SERVICE STATIONS	Moorhead 1	21 South 8th Street	Moorhead	MN
696	NON-OWNED SERVICE STATIONS	Mountain Lake 1	East High 60	Mountain Lake	MN
697	NON-OWNED SERVICE STATIONS	New Brightton	590 Eighth Avenue, N.W.	New Brighton	MN
698	NON-OWNED SERVICE STATIONS	New Elm Bulk Station	T.H. 15 and 68 South	New Elm	MN

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
699	NON-OWNED SERVICE STATIONS	New Ulm 1	2125 South Broadway	New Ulm	MN
700	NON-OWNED SERVICE STATIONS	Redwood Falles 1	713 S. Mill Street	Redwood Falles	MN
701	NON-OWNED SERVICE STATIONS	Rochester 1	604 - 4th Street, S.E.	Rochester	MN
702	NON-OWNED SERVICE STATIONS	Rochester 2	I-90 and Co. Rds 6 & 8	Rochester	MN
703	NON-OWNED SERVICE STATIONS	Spring Park 1	NE/C Shouline Blvd and Seton Channel	Spring Park	MN
704	NON-OWNED SERVICE STATIONS	Springfield 1	Highway 14 / 603 West Rock Street	Springfield	MN
705	NON-OWNED SERVICE STATIONS	St. Paul Office Space	2639 University Avenue	St. Paul	MN
706	NON-OWNED SERVICE STATIONS	Staples 1	201 N.E. Second Street	Staples	MN
707	NON-OWNED SERVICE STATIONS	Walker	Minnesota Avenue and Sixth Street	Walker	MN
708	NON-OWNED SERVICE STATIONS	West St. Paul 1	1422 South Robert	West St Paul	MN
709	NON-OWNED SERVICE STATIONS	Willmar 1	716 South First Street	Willmar	MN
710	NON-OWNED SERVICE STATIONS	Anderson 1	US Highway 71	Anderson	MO
711	NON-OWNED SERVICE STATIONS	Boonville 1	1105 Main Street	Boonville	MO
712	NON-OWNED SERVICE STATIONS	Brookfield 1	Main & Canal Streets	Brookfield	MO
713	NON-OWNED SERVICE STATIONS	Carrollton	106 E. Highways 64 & 65	Carrollton	MO
714	NON-OWNED SERVICE STATIONS	Carthage 1	504 West Central	Carthage	MO
715	NON-OWNED SERVICE STATIONS	Chillicothe	301 S. Washington	Chillicothe	MO
716	NON-OWNED SERVICE STATIONS	Claycomo 1	US Highway 69 East, Rt. 2, Box 336	Claycomo	MO
717	NON-OWNED SERVICE STATIONS	Clinton	922 N. Second	Clinton	MO
718	NON-OWNED SERVICE STATIONS	Columbia 1	103 North Providence	Columbia	MO
719	NON-OWNED SERVICE STATIONS	Farmington 1	US Highway 67 & St. Genevieve Avenue	Farmington	MO

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
720	NON-OWNED SERVICE STATIONS	Fulton	4 Highway 54 South	Fulton	MO
721	NON-OWNED SERVICE STATIONS	Hazelwood 14	47 Village Square Shopping Center	Hazelwood	MO
722	NON-OWNED SERVICE STATIONS	Holt 1	NE/C I-35 & St. Rd. Permitted Person	Holt	MO
723	NON-OWNED SERVICE STATIONS	Independence 1	9300 East 24 Highway	Independence	MO
724	NON-OWNED SERVICE STATIONS	Jefferson City 1	800 Missouri Blvd	Jefferson City	MO
725	NON-OWNED SERVICE STATIONS	Joplin 1	1201 S. Rangeline	Joplin	MO
726	NON-OWNED SERVICE STATIONS	Joplin 4	2209 West Seventh Street	Joplin	MO
727	NON-OWNED SERVICE STATIONS	Joplin 3	2637 East 7th Street	Joplin	MO
728	NON-OWNED SERVICE STATIONS	Joplin 2	901 Illinois Street	Joplin	MO
729	NON-OWNED SERVICE STATIONS	Joplin Pipeline Terminal	ON US Highway 71	Joplin	MO
730	NON-OWNED SERVICE STATIONS	Kansas City 1	8505 Woodland	Kansas City	MO
731	NON-OWNED SERVICE STATIONS	Mexico 1	1525 East Liberty Street	Mexico	MO
732	NON-OWNED SERVICE STATIONS	Moberly 1	700 Concannon Street	Moberly	MO
733	NON-OWNED SERVICE STATIONS	Monnett 1	13th & Cleveland	Monnett	MO
734	NON-OWNED SERVICE STATIONS	Monroe City	US Highway 36	Monroe City	MO
735	NON-OWNED SERVICE STATIONS	Neosho 1	520 S. Neosho Road	Neosho	MO
736	NON-OWNED SERVICE STATIONS	Portageville 1	U.S. Highway 61	Portageville	MO
737	NON-OWNED SERVICE STATIONS	Raytown 1	10810 E. Highway 350	Raytown	MO
738	NON-OWNED SERVICE STATIONS	Rolla 1	406 East Highway 72	Rolla	MO
739	NON-OWNED SERVICE STATIONS	Sedalia	2801 West Broadway	Sedalia	MO
740	NON-OWNED SERVICE STATIONS	Springfield 3	902 South Glenstone	Springfield	MO

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
741	NON-OWNED SERVICE STATIONS	Springfield 1	950 South Grant Street	Springfield	MO
742	NON-OWNED SERVICE STATIONS	Union 1	310 West Highway 50	Union	MO
743	NON-OWNED SERVICE STATIONS	Warrensburg 1	215 East Young Street	Warrensburg	MO
744	NON-OWNED SERVICE STATIONS	Webb City	1309 S. Madison street	Webb City	MO
745	NON-OWNED SERVICE STATIONS	Wentzville	771 West Pearce	Wentzville	MO
746	NON-OWNED SERVICE STATIONS	Biloxi 10	79 B West Beach	Biloxi	MS
747	NON-OWNED SERVICE STATIONS	Corinth 1	320 Highway 72 East	Corinth	MS
748	NON-OWNED SERVICE STATIONS	Gulfport 22	1247 Pass Road	Gulfport	MS
749	NON-OWNED SERVICE STATIONS	Gulfport 26	2301 25th Avenue	Gulfport	MS
750	NON-OWNED SERVICE STATIONS	Gulfport 49	301 Pass Road	Gulfport	MS
751	NON-OWNED SERVICE STATIONS	Gulfport 5	NW/C Broad & West Railroad Street	Gulfport	MS
752	NON-OWNED SERVICE STATIONS	Hattiesburg 27	901 Broadway Drive	Hattiesburg	MS
753	NON-OWNED SERVICE STATIONS	Indianola 149	517 Highway 82 East	Indianola	MS
754	NON-OWNED SERVICE STATIONS	Jackson 44	1250 Flowood Drive	Jackson	MS
755	NON-OWNED SERVICE STATIONS	Jackson 4	1629 Highway 80E	Jackson	MS
756	NON-OWNED SERVICE STATIONS	Louisville 39	College & Church Streets	Louisville	MS
757	NON-OWNED SERVICE STATIONS	Meridian 29	325 Highway 11	Meridian	MS
758	NON-OWNED SERVICE STATIONS	Meridian 34	4000 - 8th Street	Meridian	MS
759	NON-OWNED SERVICE STATIONS	Moss Point 2155	4130 Main Street	Moss Point	MS
760	NON-OWNED SERVICE STATIONS	Ocean Springs 5001	1120 Highway 90	Ocean Springs	MS
761	NON-OWNED SERVICE STATIONS	Pascagoula 8	1002 Telephone Road	Pascagoula	MS

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
762	NON-OWNED SERVICE STATIONS	Pascagoula	3603 Chicot Road	Pascagoula	MS
763	NON-OWNED SERVICE STATIONS	Devils Lake 1	106 Fifth Street	Devils Lake	ND
764	NON-OWNED SERVICE STATIONS	Devils Lake 2	503 Fourth Street	Devils Lake	ND
765	NON-OWNED SERVICE STATIONS	Fargo 3	1213 Fourth Avenue North	Fargo	ND
766	NON-OWNED SERVICE STATIONS	FARGO	401 UNIVERSITY	Fargo	ND
767	NON-OWNED SERVICE STATIONS	Fargo 2	901 Northern Pacific Avenue	Fargo	ND
768	NON-OWNED SERVICE STATIONS	Grand Forks 1	410 N. Washington	Grand Forks	ND
769	NON-OWNED SERVICE STATIONS	Hillsboro 1	I-29 & County Road 11	Hillsboro	ND
770	NON-OWNED SERVICE STATIONS	Jamestown 1	920 4th Avenue, SE	Jamestown	ND
771	NON-OWNED SERVICE STATIONS	Oriska 1	NW/C I-94 & SH 32	Oriska	ND
772	NON-OWNED SERVICE STATIONS	Wahpeton 1	11th and Dakota Avenue, S.W.	Wahpeton	ND
773	NON-OWNED SERVICE STATIONS	West Fargo 1	239 West Main Avenue	West Fargo	ND
774	NON-OWNED SERVICE STATIONS	Beatrice 1	900 East Court	Beatrice	NE
775	NON-OWNED SERVICE STATIONS	Bellevue #1	1002 Galvin Road	Bellevue	NE
776	NON-OWNED SERVICE STATIONS	Fremont 1	1105 South Broad Street	Fremont	NE
777	NON-OWNED SERVICE STATIONS	Fremont 2	SE/C 23rd & Nye Avenue	Fremont	NE
778	NON-OWNED SERVICE STATIONS	Hastings 1	1213 West “J” Street	Hastings	NE
779	NON-OWNED SERVICE STATIONS	Lincoln 3	1060 N. 27 Street	Lincoln	NE
780	NON-OWNED SERVICE STATIONS	Lincoln 4	3001 North 70th Street	Lincoln	NE
781	NON-OWNED SERVICE STATIONS	O’Neill 1	1002 East Douglas	O’Neill	NE
782	NON-OWNED SERVICE STATIONS	Omaha Bulk Station	1126 North Eleventh Street	Omaha	NE

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783	NON-OWNED SERVICE STATIONS	Omaha 1	13th and Missouri Avenue 4546 S. 13th	Omaha	NE
784	NON-OWNED SERVICE STATIONS	Omaha 4	2102 N. 24th Street	Omaha	NE
785	NON-OWNED SERVICE STATIONS	Omaha 11	2920 South 120th Street	Omaha	NE
786	NON-OWNED SERVICE STATIONS	Omaha 2	3101 Florence Blvd.	Omaha	NE
787	NON-OWNED SERVICE STATIONS	Omaha 6	3952 “Q” Street	Omaha	NE
788	NON-OWNED SERVICE STATIONS	Omaha 5	421 N. 60th Street	Omaha	NE
789	NON-OWNED SERVICE STATIONS	Omaha 16	4621 N. 24th Street	Omaha	NE
790	NON-OWNED SERVICE STATIONS	Omaha 3	5327 Center Street	Omaha	NE
791	NON-OWNED SERVICE STATIONS	Omaha 8	8724 N. 30th Street	Omaha	NE
792	NON-OWNED SERVICE STATIONS	So. Sioux City NE		Sioux City	NE
793	NON-OWNED SERVICE STATIONS	South Sioux City 2	2816 Dakota Avenue	South Sioux City	NE
794	NON-OWNED SERVICE STATIONS	South Sioux City 1	SW/C Dakota Avenue & 9th Street	South Sioux City	NE
795	NON-OWNED SERVICE STATIONS	Albuquerque 4	501 Yale Blvd, SW	Albuquerque	NM
796	NON-OWNED SERVICE STATIONS	Albuquerque 3	701 Isleta Boulevard, S.W.	Albuquerque	NM
797	NON-OWNED SERVICE STATIONS	Albuquerque 2	NE/C Louisiana and Zuni Road	Albuquerque	NM
798	NON-OWNED SERVICE STATIONS	Albuquerque #1	SW/C Central and Cypress	Albuquerque	NM
799	NON-OWNED SERVICE STATIONS	Carlsbad 1	422 East Green Street	Carlsbad	NM
800	NON-OWNED SERVICE STATIONS	Grants 1	NE/C Roosevelt Ave & Lobo Canyon rd	Grants	NM
801	NON-OWNED SERVICE STATIONS	Tucumcari	1505 E. Tucumcari	Tucumcari	NM
802	NON-OWNED SERVICE STATIONS	Tucumcari 2	716 West Tucumcari Blvd.	Tucumcari	NM
803	NON-OWNED SERVICE STATIONS	Former kerr-mcgee manufacturing facility	604 findlay street	Fostoria	OH

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
804	NON-OWNED SERVICE STATIONS	Ada 1	14th Street & Mississippi	Ada	OK
805	NON-OWNED SERVICE STATIONS	Ada 2	630 N. Broadway	Ada	OK
806	NON-OWNED SERVICE STATIONS	Ada 3	914 West Main Street	Ada	OK
807	NON-OWNED SERVICE STATIONS	Ada 4	Cradduck Road and Highway 99	Ada	OK
808	NON-OWNED SERVICE STATIONS	Allen 1	Bulk and Service Station & Tourist Court	Allen	OK
809	NON-OWNED SERVICE STATIONS	Altus 1	721 South Main Street	Altus	OK
810	NON-OWNED SERVICE STATIONS	Alva	923 7th Street	Alva	OK
811	NON-OWNED SERVICE STATIONS	Anadarko 1	602 West Kentucky	Anadarko	OK
812	NON-OWNED SERVICE STATIONS	Anadarko 2	SW/C South Mission & Kentucky	Anadarko	OK
813	NON-OWNED SERVICE STATIONS	Antlers 1	U.S. Highway 271	Antlers	OK
814	NON-OWNED SERVICE STATIONS	Antlers 2		Antlers	OK
815	NON-OWNED SERVICE STATIONS	Ardmore 1	203 - 14th Street, N.E.	Ardmore	OK
816	NON-OWNED SERVICE STATIONS	Ardmore 2	SW/C US Highway 70 & I-35	Ardmore	OK
817	NON-OWNED SERVICE STATIONS	Atoka 1	206 N. Mississippi Avenue	Atoka	OK
818	NON-OWNED SERVICE STATIONS	Atoka 2	Highway 69	Atoka	OK
819	NON-OWNED SERVICE STATIONS	Barnsdall 1	412 West Spruce	Barnsdall	OK
820	NON-OWNED SERVICE STATIONS	Bartlesville 3	4004 Nowata Road	Bartlesville	OK
821	NON-OWNED SERVICE STATIONS	Bartlesville 1	901 E. Frank Phillips	Bartlesville	OK
822	NON-OWNED SERVICE STATIONS	Bethany 2	7104 N.W. 23rd	Bethany	OK
823	NON-OWNED SERVICE STATIONS	Blackwell 1	1502 South Main Street	Blackwell	OK
824	NON-OWNED SERVICE STATIONS	Blackwell 2	728 North Main Street	Blackwell	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
825	NON-OWNED SERVICE STATIONS	Braman 1	NW/C I-35 & US 77	Braman	OK
826	NON-OWNED SERVICE STATIONS	Britton	301 East Britton Avenue	Britton	OK
827	NON-OWNED SERVICE STATIONS	Broken Bow 1	West First and Park Drive	Broken Bow	OK
828	NON-OWNED SERVICE STATIONS	Cache 1	507 H Street	Cache	OK
829	NON-OWNED SERVICE STATIONS	Calvin 1	U.S. 75 and 270	Calvin	OK
830	NON-OWNED SERVICE STATIONS	Chandler Bulk Station	6th and Manvel Streets	Chandler	OK
831	NON-OWNED SERVICE STATIONS	Chandler 1	Cleveland Street and US Highway 66	Chandler	OK
832	NON-OWNED SERVICE STATIONS	Checotah 1	P.O. Box 28	Checotah	OK
833	NON-OWNED SERVICE STATIONS	Cherokee 1	Highway 64 and South Ohio	Cherokee	OK
834	NON-OWNED SERVICE STATIONS	Chickasha 2	1502 South 4th Street	Chickasha	OK
835	NON-OWNED SERVICE STATIONS	Choctaw 1	Muzzy Street	Choctaw	OK
836	NON-OWNED SERVICE STATIONS	Cleveland 1	C Street and Caddo	Cleveland	OK
837	NON-OWNED SERVICE STATIONS	Clinton 1	2000 Gary Freeway	Clinton	OK
838	NON-OWNED SERVICE STATIONS	Clinton 2	NE/C 4th and Terrace	Clinton	OK
839	NON-OWNED SERVICE STATIONS	Cordell 1	1110 North Church Street	Cordell	OK
840	NON-OWNED SERVICE STATIONS	Cordell 2	1126 East Main Street	Cordell	OK
841	NON-OWNED SERVICE STATIONS	Cushing 1	1624 or 1348 East Main Street	Cushing	OK
842	NON-OWNED SERVICE STATIONS	Cushing 2	905 North Little	Cushing	OK
843	NON-OWNED SERVICE STATIONS	Cushing 3	NW/C East Main & Linwood	Cushing	OK
844	NON-OWNED SERVICE STATIONS	Davis 1	R.F.D. 1	Davis	OK
845	NON-OWNED SERVICE STATIONS	Del City	1801 S. Sunnylane	Del City	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
846	NON-OWNED SERVICE STATIONS	Dill City	SE/4 of Sectio 31, T 10 N, R 18 W, Washita County	Dill City	OK
847	NON-OWNED SERVICE STATIONS	Drumright 2	501 North Harley Street	Drumright	OK
848	NON-OWNED SERVICE STATIONS	Drumright Bulk Station	Wheeler Lease	Drumright	OK
849	NON-OWNED SERVICE STATIONS	Duncan 3	16th and Pine	Duncan	OK
850	NON-OWNED SERVICE STATIONS	Duncan 1	505 S. 81st Bypass	Duncan	OK
851	NON-OWNED SERVICE STATIONS	Duncan 2	706 East Highway 7	Duncan	OK
852	NON-OWNED SERVICE STATIONS	Edmond 2	1422 S. Broadway	Edmond	OK
853	NON-OWNED SERVICE STATIONS	Edmond 1	2216 West Edmond Road	Edmond	OK
854	NON-OWNED SERVICE STATIONS	El Reno 2	1519 Sunset Drive	El Reno	OK
855	NON-OWNED SERVICE STATIONS	Elk City 2	2124 West Third Street	Elk City	OK
856	NON-OWNED SERVICE STATIONS	Elk City	I-40 & County Road	Elk City	OK
857	NON-OWNED SERVICE STATIONS	Elk City 1	NE/C First & Van Buren	Elk City	OK
858	NON-OWNED SERVICE STATIONS	Enid 3	129 West Elm Street	Enid	OK
859	NON-OWNED SERVICE STATIONS	Enid 5	1609 South Van Buren	Enid	OK
860	NON-OWNED SERVICE STATIONS	Enid 4	231 West Main Street	Enid	OK
861	NON-OWNED SERVICE STATIONS	Enid 1	308 West Broadway	Enid	OK
862	NON-OWNED SERVICE STATIONS	Enid 6	424 N. Van Buren	Enid	OK
863	NON-OWNED SERVICE STATIONS	Enid 7	North 4th & Walnut	Enid	OK
864	NON-OWNED SERVICE STATIONS	Erick 1	NE/C I-40 & SH 30	Erick	OK
865	NON-OWNED SERVICE STATIONS	Eufaula 1	302 North Main Street	Eufaula	OK
866	NON-OWNED SERVICE STATIONS	Eufaula 2	State Highway 9 and US 69 Service Road	Eufaula	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
867	NON-OWNED SERVICE STATIONS	Fairland	NW/C Connor and Main Street	Fairland	OK
868	NON-OWNED SERVICE STATIONS	Fairview	Main and Ash Streets	Fairview	OK
869	NON-OWNED SERVICE STATIONS	Frederick 1	1200 S. Main Street	Frederick	OK
870	NON-OWNED SERVICE STATIONS	Gore 1	NW/C 8th and Main Streets	Gore	OK
871	NON-OWNED SERVICE STATIONS	Guthrie 1	308 S. Division Street	Guthrie	OK
872	NON-OWNED SERVICE STATIONS	Guthrie	617-618 Division Street	Guthrie	OK
873	NON-OWNED SERVICE STATIONS	Hennessey	I-81 & I-51	Hennessey	OK
874	NON-OWNED SERVICE STATIONS	Henryetta	611 E. Main street	Henryetta	OK
875	NON-OWNED SERVICE STATIONS	Henryetta 2	SW/C East Main and F Streets	Henryetta	OK
876	NON-OWNED SERVICE STATIONS	Henryetta 1	US Highway 62 East	Henryetta	OK
877	NON-OWNED SERVICE STATIONS	Holdenville 1	7th Avenue and Hinckley Street	Holdenville	OK
878	NON-OWNED SERVICE STATIONS	Hugo 1	601 W. Jackson	Hugo	OK
879	NON-OWNED SERVICE STATIONS	Idabel 1	110 East Washington	Idabel	OK
880	NON-OWNED SERVICE STATIONS	Kansas	State Highway 33 East	Kansas	OK
881	NON-OWNED SERVICE STATIONS	Keota 1	2 miles East of Keota on State Highway 9	Keota	OK
882	NON-OWNED SERVICE STATIONS	Konawa 1	111 East Main	Konawa	OK
883	NON-OWNED SERVICE STATIONS	Lawton 4	2401 Cache Road	Lawton	OK
884	NON-OWNED SERVICE STATIONS	Lawton 6	4135 West Gore	Lawton	OK
885	NON-OWNED SERVICE STATIONS	Lexington 1	Highway 77	Lexington	OK
886	NON-OWNED SERVICE STATIONS	Lindsay 1	508 West Cherokee	Lindsay	OK
887	NON-OWNED SERVICE STATIONS	Madill	511 S. 1st street	Madill	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
888	NON-OWNED SERVICE STATIONS	Madill 1	511 South First	Madill	OK
889	NON-OWNED SERVICE STATIONS	Maysville 1	Sixth and Ash Streets	Maysville	OK
890	NON-OWNED SERVICE STATIONS	McAlester 2	1101 E. Carl Albert	McAlester	OK
891	NON-OWNED SERVICE STATIONS	McAlester	1101 E. Carl Albert pkwy	McAlester	OK
892	NON-OWNED SERVICE STATIONS	McAlester	Ashland & Main	McAlester	OK
893	NON-OWNED SERVICE STATIONS	Midwest City	1100 N. Douglas Blvd.	Midwest City	OK
894	NON-OWNED SERVICE STATIONS	Midwest City 2	1100 North Midwest Blvd	Midwest City	OK
895	NON-OWNED SERVICE STATIONS	Midwest City 4	2725 South Midwest Blvd	Midwest City	OK
896	NON-OWNED SERVICE STATIONS	Midwest City	8917 SE 29th street	Midwest City	OK
897	NON-OWNED SERVICE STATIONS	Midwest City	N.E. 10th street & N. Midwest Blvd.	Midwest City	OK
898	NON-OWNED SERVICE STATIONS	Midwest City 1	NW/C NE 10 and Westminster	Midwest City	OK
899	NON-OWNED SERVICE STATIONS	Midwest City 5	NW/C SE 29 & Post Road	Midwest City	OK
900	NON-OWNED SERVICE STATIONS	Midwest City	SE 29th street & Sooner road	Midwest City	OK
901	NON-OWNED SERVICE STATIONS	Moore	600 SW 4th street	Moore	OK
902	NON-OWNED SERVICE STATIONS	Moore 2	714 N.W. 27th	Moore	OK
903	NON-OWNED SERVICE STATIONS	Moore	714 NW 27th street	Moore	OK
904	NON-OWNED SERVICE STATIONS	Moore	800 N.E. 12th street	Moore	OK
905	NON-OWNED SERVICE STATIONS	Moore 6	NE/C SE 19th & Eastern	Moore	OK
906	NON-OWNED SERVICE STATIONS	Moore 1	NW/C SE 119 & Sunnylane	Moore	OK
907	NON-OWNED SERVICE STATIONS	Moore 3	SE/C 119th and Bryant	Moore	OK
908	NON-OWNED SERVICE STATIONS	Moore 4	SE/C SE 164th & Bryant Avenue	Moore	OK

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909	NON-OWNED SERVICE STATIONS	Moore 4	SW 4th and Telephone Road	Moore	OK
910	NON-OWNED SERVICE STATIONS	Muskogee	101 W. Southside Blvd.	Muskogee	OK
911	NON-OWNED SERVICE STATIONS	Muskogee	111 S. 32nd street	Muskogee	OK
912	NON-OWNED SERVICE STATIONS	Muskogee 4	1202 West Okmulgee	Muskogee	OK
913	NON-OWNED SERVICE STATIONS	Muskogee	2340 Gibson street	Muskogee	OK
914	NON-OWNED SERVICE STATIONS	Muskogee	2404 E. Chandler road	Muskogee	OK
915	NON-OWNED SERVICE STATIONS	Muskogee 1	3704 West Okmulgee	Muskogee	OK
916	NON-OWNED SERVICE STATIONS	Muskogee	737 Callahan street	Muskogee	OK
917	NON-OWNED SERVICE STATIONS	Muskogee 8	838 North Main Street	Muskogee	OK
918	NON-OWNED SERVICE STATIONS	Muskogee 9	SW/C Shawnee and North 17th Street	Muskogee	OK
919	NON-OWNED SERVICE STATIONS	Mustang 2	NE/C S.W. 74th Street and Czech Hall Road	Mustang	OK
920	NON-OWNED SERVICE STATIONS	Mustang 1	NW/C SW 44th and Sara Road	Mustang	OK
921	NON-OWNED SERVICE STATIONS	Mustang 4	SE/C Sw 29th St. & Mustang Road	Mustang	OK
922	NON-OWNED SERVICE STATIONS	Mustang 3	SW/C SW 59th & Mustang Road	Mustang	OK
923	NON-OWNED SERVICE STATIONS	New Perryman		New Perryman	OK
924	NON-OWNED SERVICE STATIONS	Newcastle 1	Tuttle & Newcastle 1	Newcastle	OK
925	NON-OWNED SERVICE STATIONS	Noble 1	US Highway 77	Noble	OK
926	NON-OWNED SERVICE STATIONS	Norman	1445 W. Lindsey street	Norman	OK
927	NON-OWNED SERVICE STATIONS	Norman 2	2100 W. Main	Norman	OK
928	NON-OWNED SERVICE STATIONS	Norman	2316 E. Lindsey street	Norman	OK
929	NON-OWNED SERVICE STATIONS	Norman 1	2316 West Lindsey	Norman	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
930	NON-OWNED SERVICE STATIONS	Norman	316 W. Robinson street	Norman	OK
931	NON-OWNED SERVICE STATIONS	Norman 10	Highway 77 SE	Norman	OK
932	NON-OWNED SERVICE STATIONS	Norman 6	NE/C SW 194th and Santa Fe Avenue	Norman	OK
933	NON-OWNED SERVICE STATIONS	Norman 4	NW/C New State Highway 9 & Douglas	Norman	OK
934	NON-OWNED SERVICE STATIONS	Norman 3	Robinson Street & Berry Street	Norman	OK
935	NON-OWNED SERVICE STATIONS	Norman 5	SW/C SE 19th and Midwest Blvd	Norman	OK
936	NON-OWNED SERVICE STATIONS	Nowata 1	216 South Ash	Nowata	OK
937	NON-OWNED SERVICE STATIONS	Okemah 1	402 North Fifth Street	Okemah	OK
938	NON-OWNED SERVICE STATIONS	Okemah 2	I-40 & State 27 Interchange	Okemah	OK
939	NON-OWNED SERVICE STATIONS	Oklahoma City	SE/C 17th and N MacArthur	Oklahoma	OK
940	NON-OWNED SERVICE STATIONS	Oklahoma City 42	100 N.E. 13th Street	Oklahoma City	OK
941	NON-OWNED SERVICE STATIONS	Oklahoma City 99	101 NW 63rd	Oklahoma City	OK
942	NON-OWNED SERVICE STATIONS	Oklahoma City 39	101 South Walker	Oklahoma City	OK
943	NON-OWNED SERVICE STATIONS	Oklahoma City 1	1023 West Main Street	Oklahoma City	OK
944	NON-OWNED SERVICE STATIONS	Oklahoma City 29	1030 North Western	Oklahoma City	OK
945	NON-OWNED SERVICE STATIONS	Southern Region Office	105 S.E. 46th Street	Oklahoma City	OK
946	NON-OWNED SERVICE STATIONS	Oklahoma City	10830 N. May avenue	Oklahoma City	OK
947	NON-OWNED SERVICE STATIONS	Oklahoma City 27	1100 S.W. 29th Street	Oklahoma City	OK
948	NON-OWNED SERVICE STATIONS	Oklahoma City 117	1207 Sovereign Row, Building A #1207B	Oklahoma City	OK
949	NON-OWNED SERVICE STATIONS	Oklahoma City	122nd street & MacArthur blvd	Oklahoma City	OK
950	NON-OWNED SERVICE STATIONS	Oklahoma City	122nd street & Rockwell avenue	Oklahoma City	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
951	NON-OWNED SERVICE STATIONS	Oklahoma City 113	12300 N. MacArthur	Oklahoma City	OK
952	NON-OWNED SERVICE STATIONS	Oklahoma City 12	1301 South Walker	Oklahoma City	OK
953	NON-OWNED SERVICE STATIONS	Oklahoma City 35	1306 East Reno	Oklahoma City	OK
954	NON-OWNED SERVICE STATIONS	Oklahoma City 60	1601 South May Avenue (near 15th)	Oklahoma City	OK
955	NON-OWNED SERVICE STATIONS	Oklahoma City 32	1724 N.W. 16th Street	Oklahoma City	OK
956	NON-OWNED SERVICE STATIONS	Oklahoma City 75	1920 N.E. Eight Street	Oklahoma City	OK
957	NON-OWNED SERVICE STATIONS	Oklahoma City 7A	201 South May Avenue	Oklahoma City	OK
958	NON-OWNED SERVICE STATIONS	Oklahoma City	201 W. Britton road	Oklahoma City	OK
959	NON-OWNED SERVICE STATIONS	Oklahoma City 57	201 West Britton Road	Oklahoma City	OK
960	NON-OWNED SERVICE STATIONS	Oklahoma City 36	2040 N.W. 23rd Street	Oklahoma City	OK
961	NON-OWNED SERVICE STATIONS	Oklahoma City Warehouse	220 N.W. Robert S. Kerr Avenue	Oklahoma City	OK
962	NON-OWNED SERVICE STATIONS	Oklahoma City 21	2321 N. Portland	Oklahoma City	OK
963	NON-OWNED SERVICE STATIONS	Oklahoma City 8	23rd & Eastern	Oklahoma City	OK
964	NON-OWNED SERVICE STATIONS	Oklahoma City	23rd street & Portland avenue	Oklahoma City	OK
965	NON-OWNED SERVICE STATIONS	Oklahoma City	23rd street & Rockwell avenue	Oklahoma City	OK
966	NON-OWNED SERVICE STATIONS	Oklahoma City 2	2410 S.W. 29th Street	Oklahoma City	OK
967	NON-OWNED SERVICE STATIONS	OKLAHOMA CITY	2412 SW 29TH STREET (29TH AND AGNEW)	Oklahoma City	OK
968	NON-OWNED SERVICE STATIONS	Oklahoma City 31	2419 North Classen	Oklahoma City	OK
969	NON-OWNED SERVICE STATIONS	Oklahoma City	2421 SW 29th street	Oklahoma City	OK
970	NON-OWNED SERVICE STATIONS	Oklahoma City 3	2523 Classen Blvd	Oklahoma City	OK
971	NON-OWNED SERVICE STATIONS	Oklahoma City	2523 Classen Blvd.	Oklahoma City	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
972	NON-OWNED SERVICE STATIONS	Oklahoma City 70	2726 S. Western	Oklahoma City	OK
973	NON-OWNED SERVICE STATIONS	Oklahoma City 58	2819 South Shields	Oklahoma City	OK
974	NON-OWNED SERVICE STATIONS	Oklahoma City 54	2840 S.W. 59th	Oklahoma City	OK
975	NON-OWNED SERVICE STATIONS	Oklahoma City 38	2900 N.W. 16th	Oklahoma City	OK
976	NON-OWNED SERVICE STATIONS	Oklahoma City 12	2900 Northwest 23rd Street	Oklahoma City	OK
977	NON-OWNED SERVICE STATIONS	midwest city #3	2917 south douglas avenue	Oklahoma City	OK
978	NON-OWNED SERVICE STATIONS	Oklahoma City 83	2922 N. Lincoln	Oklahoma City	OK
979	NON-OWNED SERVICE STATIONS	Oklahoma City 34	3020 N.W. 23rd	Oklahoma City	OK
980	NON-OWNED SERVICE STATIONS	Oklahoma City 40	318 North Walnut	Oklahoma City	OK
981	NON-OWNED SERVICE STATIONS	Oklahoma City	3601 and 3603 NW 50th street	Oklahoma City	OK
982	NON-OWNED SERVICE STATIONS	Oklahoma City	36th street & May avenue	Oklahoma City	OK
983	NON-OWNED SERVICE STATIONS	Oklahoma City	3701 S. Pennsylvania avenue (near 36th street)	Oklahoma City	OK
984	NON-OWNED SERVICE STATIONS	Oklahoma City 15	3701 South Pennsylvania	Oklahoma City	OK
985	NON-OWNED SERVICE STATIONS	Oklahoma City	4015 N. Pennsylvania avenue	Oklahoma City	OK
986	NON-OWNED SERVICE STATIONS	Oklahoma City 90	4015 North Pennsylvania	Oklahoma City	OK
987	NON-OWNED SERVICE STATIONS	Oklahoma City 11	402 South Robinson Street	Oklahoma City	OK
988	NON-OWNED SERVICE STATIONS	Oklahoma City 43	4200 Newcastle Road	Oklahoma City	OK
989	NON-OWNED SERVICE STATIONS	Oklahoma City 52	4200 South May Avenue (near may and 41st)	Oklahoma City	OK
990	NON-OWNED SERVICE STATIONS	Oklahoma City 26	429 S.E. 29th Street	Oklahoma City	OK
991	NON-OWNED SERVICE STATIONS	Oklahoma City 51	4430 West Reno	Oklahoma City	OK
992	NON-OWNED SERVICE STATIONS	Oklahoma City 67	4432 N.W. 63rd	Oklahoma City	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
993	NON-OWNED SERVICE STATIONS	Oklahoma City	4th street & Harrison avenue	Oklahoma City	OK
994	NON-OWNED SERVICE STATIONS	Oklahoma City	5101 N. Western avenue	Oklahoma City	OK
995	NON-OWNED SERVICE STATIONS	Oklahoma City 30	5101 N. Western Avenue	Oklahoma City	OK
996	NON-OWNED SERVICE STATIONS	Oklahoma City 68	5241 NW 10th Street	Oklahoma City	OK
997	NON-OWNED SERVICE STATIONS	OKLAHOMA CITY	5400 MARTIN LUTHER KING	Oklahoma City	OK
998	NON-OWNED SERVICE STATIONS	Oklahoma City 24	5529 SE 15th	Oklahoma City	OK
999	NON-OWNED SERVICE STATIONS	Oklahoma City	57th and north may	Oklahoma City	OK
1000	NON-OWNED SERVICE STATIONS	Oklahoma City 16	5816 North May Avenue	Oklahoma City	OK
1001	NON-OWNED SERVICE STATIONS	Oklahoma City 6	5901 South Shields	Oklahoma City	OK
1002	NON-OWNED SERVICE STATIONS	Oklahoma City	63rd & Broadway	Oklahoma City	OK
1003	NON-OWNED SERVICE STATIONS	Oklahoma City	63rd street & May avenue	Oklahoma City	OK
1004	NON-OWNED SERVICE STATIONS	Oklahoma City	63rd street & Meridian avenue	Oklahoma City	OK
1005	NON-OWNED SERVICE STATIONS	Oklahoma City 33	6401 N. May	Oklahoma City	OK
1006	NON-OWNED SERVICE STATIONS	Oklahoma City 5	6602 North Western	Oklahoma City	OK
1007	NON-OWNED SERVICE STATIONS	Oklahoma City 17	700 S.E. 15th	Oklahoma City	OK
1008	NON-OWNED SERVICE STATIONS	Oklahoma City 18	701 N.E. 7th Street	Oklahoma City	OK
1009	NON-OWNED SERVICE STATIONS	Oklahoma City 7	701 NE 8th Street	Oklahoma City	OK
1010	NON-OWNED SERVICE STATIONS	Oklahoma City 114	7040 N.W. 122nd	Oklahoma City	OK
1011	NON-OWNED SERVICE STATIONS	Oklahoma City 2A	723 South Walker	Oklahoma City	OK
1012	NON-OWNED SERVICE STATIONS	Oklahoma City 71	7941 N.E. Expressway	Oklahoma City	OK
1013	NON-OWNED SERVICE STATIONS	Oklahoma City 111	7944 W. Hefner Road	Oklahoma City	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
1014	NON-OWNED SERVICE STATIONS	Oklahoma City Bulk Station	814 South Harvey Street	Oklahoma City	OK
1015	NON-OWNED SERVICE STATIONS	Oklahoma City	89th street & S. Pennsylvania avenue	Oklahoma City	OK
1016	NON-OWNED SERVICE STATIONS	Oklahoma City 116	9000 South Pennsylvania	Oklahoma City	OK
1017	NON-OWNED SERVICE STATIONS	Oklahoma City 93	901 South Pennsylvania	Oklahoma City	OK
1018	NON-OWNED SERVICE STATIONS	Oklahoma City 37	9214 North Western	Oklahoma City	OK
1019	NON-OWNED SERVICE STATIONS	Oklahoma City 108	9300 Block of N. Rockwell	Oklahoma City	OK
1020	NON-OWNED SERVICE STATIONS	Oklahoma City 73	950 N.E. 23rd Street (near kelley)	Oklahoma City	OK
1021	NON-OWNED SERVICE STATIONS	Oklahoma City 61	Hefner Road and Broadway Extension	Oklahoma City	OK
1022	NON-OWNED SERVICE STATIONS	Oklahoma City	N. Council road & W. Hefner road	Oklahoma City	OK
1023	NON-OWNED SERVICE STATIONS	Oklahoma City 106	N. of I-240 & Sooner Road	Oklahoma City	OK
1024	NON-OWNED SERVICE STATIONS	Oklahoma City 13	N.E. 23rd and Post Road	Oklahoma City	OK
1025	NON-OWNED SERVICE STATIONS	Oklahoma City 53	N.E. 63rd & Prospect	Oklahoma City	OK
1026	NON-OWNED SERVICE STATIONS	Oklahoma City 69	N.W. 50th East of Portland	Oklahoma City	OK
1027	NON-OWNED SERVICE STATIONS	Oklahoma City 115	N.W. Highway & Harvest Hills Road	Oklahoma City	OK
1028	NON-OWNED SERVICE STATIONS	Billboard	N.W/C N. W. 23rd and Ann Arbor	Oklahoma City	OK
1029	NON-OWNED SERVICE STATIONS	Oklahoma City 94	NE 64th & Oklahoma Avenue	Oklahoma City	OK
1030	NON-OWNED SERVICE STATIONS	Oklahoma City 4	NE Corner of SE 29th & Sooner Rd.	Oklahoma City	OK
1031	NON-OWNED SERVICE STATIONS	Oklahoma City 91	NE/C N. Eastern and 52nd	Oklahoma City	OK
1032	NON-OWNED SERVICE STATIONS	Oklahoma City 49	NE/C N.W. 16th St. and Council Road	Oklahoma City	OK
1033	NON-OWNED SERVICE STATIONS	Oklahoma City 45	NE/C Reno & Rockwell	Oklahoma City	OK
1034	NON-OWNED SERVICE STATIONS	Oklahoma City 92	NE/C S.W. 39th and Portland	Oklahoma City	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
1035	NON-OWNED SERVICE STATIONS	Oklahoma City 105	NE/C SE 134 & Sunnylane	Oklahoma City	OK
1036	NON-OWNED SERVICE STATIONS	Oklahoma City 104	NE/C SW 89th & Walker	Oklahoma City	OK
1037	NON-OWNED SERVICE STATIONS	Oklahoma City 44	NW 24th and MacArthur Boulevard	Oklahoma City	OK
1038	NON-OWNED SERVICE STATIONS	Oklahoma City 55	NW/C 122nd and N. Kelley	Oklahoma City	OK
1039	NON-OWNED SERVICE STATIONS	Oklahoma City 66	NW/C N.W. 23rd Street and Ann Arbor	Oklahoma City	OK
1040	NON-OWNED SERVICE STATIONS	Oklahoma City 112	NW/C NW 122nd & Council	Oklahoma City	OK
1041	NON-OWNED SERVICE STATIONS	Oklahoma City 82	NW/C Reno & Mustang Road	Oklahoma City	OK
1042	NON-OWNED SERVICE STATIONS	Billboards	NW/C S.E. 29th & Douglas	Oklahoma City	OK
1043	NON-OWNED SERVICE STATIONS	Oklahoma City 78	NW/C SW 44th & Rockwell	Oklahoma City	OK
1044	NON-OWNED SERVICE STATIONS	Oklahoma City 100	NW/C Wilshire & Harvey	Oklahoma City	OK
1045	NON-OWNED SERVICE STATIONS	Billboard	S.E. CN.W. 63rd and Meridian	Oklahoma City	OK
1046	NON-OWNED SERVICE STATIONS	Oklahoma City 41	S.W. 13th and May Avenue	Oklahoma City	OK
1047	NON-OWNED SERVICE STATIONS	Oklahoma City 20	S.W. 44th and Pennsylvania	Oklahoma City	OK
1048	NON-OWNED SERVICE STATIONS	Oklahoma City 86	SE/C NW 10 & Morgan Road	Oklahoma City	OK
1049	NON-OWNED SERVICE STATIONS	OKC - MEEKER #2 FARM	SE/C NW 164 STREET & PORTLAND AVENUE	Oklahoma City	OK
1050	NON-OWNED SERVICE STATIONS	OKC - MEEKER #2 FARM	SE/C NW 164 STREET & PORTLAND AVENUE	Oklahoma City	OK
1051	NON-OWNED SERVICE STATIONS	Oklahoma City 103	SE/C of SW 44th & MacArthur	Oklahoma City	OK
1052	NON-OWNED SERVICE STATIONS	Billboard	SE/C S.W. 59th & May	Oklahoma City	OK
1053	NON-OWNED SERVICE STATIONS	Oklahoma City 76	SE/C SE 149th & Sooner Road	Oklahoma City	OK
1054	NON-OWNED SERVICE STATIONS	Oklahoma City 80	SE/C SW 134th & S. Pennsylvania	Oklahoma City	OK
1055	NON-OWNED SERVICE STATIONS	Oklahoma City 48	SE/C SW 29th & Meridian	Oklahoma City	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
1056	NON-OWNED SERVICE STATIONS	Billboard	SE/C West Reno and Meridian	Oklahoma City	OK
1057	NON-OWNED SERVICE STATIONS	Knox Service Station, Job 5	Southwest 29th and Harvey	Oklahoma City	OK
1058	NON-OWNED SERVICE STATIONS	Oklahoma City 72	Styll Road and Northwest Highway.	Oklahoma City	OK
1059	NON-OWNED SERVICE STATIONS	Oklahoma City	SW 59th street & May avenue	Oklahoma City	OK
1060	NON-OWNED SERVICE STATIONS	Oklahoma City	sw 8th and pennsylvania ave	Oklahoma City	OK
1061	NON-OWNED SERVICE STATIONS	Oklahoma City 97	SW/C N. Western & Memorial Road	Oklahoma City	OK
1062	NON-OWNED SERVICE STATIONS	Oklahoma City 81	SW/C NW 10th & Mustang Road	Oklahoma City	OK
1063	NON-OWNED SERVICE STATIONS	Oklahoma City 107	SW/C SE 89 & Sooner Road	Oklahoma City	OK
1064	NON-OWNED SERVICE STATIONS	Oklahoma City 95	SW/C SW 29th & Morgan Road	Oklahoma City	OK
1065	NON-OWNED SERVICE STATIONS	Oklahoma City	w. Reno avenue & s. Meridian street	Oklahoma City	OK
1066	NON-OWNED SERVICE STATIONS	Oklahoma City 50	NEC SW 44th & MacArthur	Oklahoma City	OK
1067	NON-OWNED SERVICE STATIONS	Oklahoma City 47	SW/C N. W. Highway & MacArthur Blvd	Oklahoma City	OK
1068	NON-OWNED SERVICE STATIONS	Oklahoma City 100	W. side of S. Western near 93rd Street (9128 western road)	Oklahoma City	OK
1069	NON-OWNED SERVICE STATIONS	Okmulgee	10 N. Wood Drive	Okmulgee	OK
1070	NON-OWNED SERVICE STATIONS	Okmulgee 1	200 South Muskogee Street	Okmulgee	OK
1071	NON-OWNED SERVICE STATIONS	Okmulgee 3	210 N. Wood Drive	Okmulgee	OK
1072	NON-OWNED SERVICE STATIONS	Okmulgee 2	Okmulgee and Fourth Streets	Okmulgee	OK
1073	NON-OWNED SERVICE STATIONS	Owasso 1	101 S. Main	Owasso	OK
1074	NON-OWNED SERVICE STATIONS	PAULS VALLEY	900 S CHICKASAW	Pauls Valley	OK
1075	NON-OWNED SERVICE STATIONS	Pawnee County	Fee 136, Lake Keystone	Pawnee	OK
1076	NON-OWNED SERVICE STATIONS	Pawnee County	Fee 86 Arkansas River Property	Pawnee	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
1077	NON-OWNED SERVICE STATIONS	Perry		Perry	OK
1078	NON-OWNED SERVICE STATIONS	Pierce 307	SW/C I-40 & Pierce Road	Pierce	OK
1079	NON-OWNED SERVICE STATIONS	Ponca City 2	200 East Highland	Ponca City	OK
1080	NON-OWNED SERVICE STATIONS	Ponca City	500 E. Hartford avenue	Ponca City	OK
1081	NON-OWNED SERVICE STATIONS	Ponca City 3	Highway U.S. 60 West	Ponca City	OK
1082	NON-OWNED SERVICE STATIONS	Ponca City 1	South 4th Street and East South Avenue	Ponca City	OK
1083	NON-OWNED SERVICE STATIONS	Poteau 1	500 North Front Street	Poteau	OK
1084	NON-OWNED SERVICE STATIONS	Poteau	701 Highway	Poteau	OK
1085	NON-OWNED SERVICE STATIONS	Poteau Bulk Station	East Dewey and KCS right-of-way	Poteau	OK
1086	NON-OWNED SERVICE STATIONS	Pryor 1	Highway 69	Pryor	OK
1087	NON-OWNED SERVICE STATIONS	Purcell 1	508 South Green Street	Purcell	OK
1088	NON-OWNED SERVICE STATIONS	Purcell 2	630 S. Green Avenue	Purcell	OK
1089	NON-OWNED SERVICE STATIONS	Rush Springs 1	West Side U.S. Highway 81	Rush Springs	OK
1090	NON-OWNED SERVICE STATIONS	Sallisaw	1101 E. Cherokee avenue	Sallisaw	OK
1091	NON-OWNED SERVICE STATIONS	Sapulpa 2	501 Dewey Avenue	Sapulpa	OK
1092	NON-OWNED SERVICE STATIONS	Sapulpa 1	717 E. Dewey St.	Sapulpa	OK
1093	NON-OWNED SERVICE STATIONS	Shattuck 1	NE/C Main & 8th	Shattuck	OK
1094	NON-OWNED SERVICE STATIONS	Shawnee 3	1501 North Kickapoo	Shawnee	OK
1095	NON-OWNED SERVICE STATIONS	Shawnee 1	301 East Highland Street	Shawnee	OK
1096	NON-OWNED SERVICE STATIONS	Shawnee 4	NE/C I-40 & St. Highway 9A	Shawnee	OK
1097	NON-OWNED SERVICE STATIONS	Spencer 1	SW/C NE 36th & Spencer Road	Spencer	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
1098	NON-OWNED SERVICE STATIONS	Spiro 1		Spiro	OK
1099	NON-OWNED SERVICE STATIONS	Stigler 2	701 Maine Street	Stigler	OK
1100	NON-OWNED SERVICE STATIONS	Stigler 1	310 West Main	Stigler	OK
1101	NON-OWNED SERVICE STATIONS	Stillwater 1	1124 Boomer Road	Stillwater	OK
1102	NON-OWNED SERVICE STATIONS	Stillwater	1124 N. Boomer Road	Stillwater	OK
1103	NON-OWNED SERVICE STATIONS	Stillwater	424 W. 6th Street	Stillwater	OK
1104	NON-OWNED SERVICE STATIONS	Tahlequah	1909 S. Muskogee avenue	Tahlequah	OK
1105	NON-OWNED SERVICE STATIONS	Tahlequah	904 S. Muskogee	Tahlequah	OK
1106	NON-OWNED SERVICE STATIONS	Tishomingo 2	Highway 78 East	Tishomingo	OK
1107	NON-OWNED SERVICE STATIONS	Tishomingo 1	Highway 99 (705 North Kemp)	Tishomingo	OK
1108	NON-OWNED SERVICE STATIONS	Tulsa	10519 E. 11th street	Tulsa	OK
1109	NON-OWNED SERVICE STATIONS	Tulsa 29	10519 East 11th Street	Tulsa	OK
1110	NON-OWNED SERVICE STATIONS	Tulsa 8	1435 South Lewis	Tulsa	OK
1111	NON-OWNED SERVICE STATIONS	Tulsa 21	1706 East Pine Street	Tulsa	OK
1112	NON-OWNED SERVICE STATIONS	Tulsa 9	1823 East Third Street	Tulsa	OK
1113	NON-OWNED SERVICE STATIONS	Tulsa 3	209 S. Peoria	Tulsa	OK
1114	NON-OWNED SERVICE STATIONS	Tulsa 10	21st and Lewis Avenue	Tulsa	OK
1115	NON-OWNED SERVICE STATIONS	Tulsa 28	2341 Southwest Boulevard	Tulsa	OK
1116	NON-OWNED SERVICE STATIONS	Tulsa 33	2604 East Apache	Tulsa	OK
1117	NON-OWNED SERVICE STATIONS	Tulsa 17	2797 North Peoria	Tulsa	OK
1118	NON-OWNED SERVICE STATIONS	Tulsa 6	3252 Southwest Boulevard	Tulsa	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
1119	NON-OWNED SERVICE STATIONS	Tulsa 23	3625 South Sheridan	Tulsa	OK
1120	NON-OWNED SERVICE STATIONS	Tulsa 1	3917 East 11th Street	Tulsa	OK
1121	NON-OWNED SERVICE STATIONS	Tulsa 2	4106 East Admiral Place	Tulsa	OK
1122	NON-OWNED SERVICE STATIONS	Tulsa 20	6110 East 11th Street	Tulsa	OK
1123	NON-OWNED SERVICE STATIONS	Tulsa 34	6505 E. 91st Street South	Tulsa	OK
1124	NON-OWNED SERVICE STATIONS	Tulsa	6505 S. 91st Street	Tulsa	OK
1125	NON-OWNED SERVICE STATIONS	Tulsa 22	6624 E. Pine	Tulsa	OK
1126	NON-OWNED SERVICE STATIONS	Tulsa 19	7200 Charles Page Boulevard	Tulsa	OK
1127	NON-OWNED SERVICE STATIONS	Tulsa 5	7640 Sand Springs Road	Tulsa	OK
1128	NON-OWNED SERVICE STATIONS	Tulsa 7	823 South Boston Avenue	Tulsa	OK
1129	NON-OWNED SERVICE STATIONS	Tulsa 25	9616 East 21st Street	Tulsa	OK
1130	NON-OWNED SERVICE STATIONS	Tulsa	Admiral and Allegheny	Tulsa	OK
1131	NON-OWNED SERVICE STATIONS	Tulsa	Fee 85, Sec 31-T19N-R10E	Tulsa	OK
1132	NON-OWNED SERVICE STATIONS	Tulsa 24	Southwest Boulevard and West 45 Street	Tulsa	OK
1133	NON-OWNED SERVICE STATIONS	Vian 1	IH 40 and Lake Road Interchange	Vian	OK
1134	NON-OWNED SERVICE STATIONS	Wagoner 1	1205 West Cherokee	Wagoner	OK
1135	NON-OWNED SERVICE STATIONS	Warner 1	NW/C I-40 and St. Highway 2	Warner	OK
1136	NON-OWNED SERVICE STATIONS	Waynoka	Cecil & Flynn Streets	Waynoka	OK
1137	NON-OWNED SERVICE STATIONS	Weatherford 1	Route 2	Weatherford	OK
1138	NON-OWNED SERVICE STATIONS	Webbers Falls 1	I 40 and SH 100	Webbers Falls	OK
1139	NON-OWNED SERVICE STATIONS	Wynnewood	903 S. D.A. McGee avenue	Wynnewood	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
1140	NON-OWNED SERVICE STATIONS	Wynnewood 1 (refinery)	Highway 77 at South City Limits	Wynnewood	OK
1141	NON-OWNED SERVICE STATIONS	Wynnewood 2	NE/C I-35 & St. Highway 29	Wynnewood	OK
1142	NON-OWNED SERVICE STATIONS	Yukon 5	1301 S. Cornwell	Yukon	OK
1143	NON-OWNED SERVICE STATIONS	Yukon 2	307 E. Main	Yukon	OK
1144	NON-OWNED SERVICE STATIONS	Yukon	307 E. Main street	Yukon	OK
1145	NON-OWNED SERVICE STATIONS	Yukon 4	NE/C NW 10th and Cornwell	Yukon	OK
1146	NON-OWNED SERVICE STATIONS	Yukon	S. Cornwell drive & W. VandAment avenue	Yukon	OK
1147	NON-OWNED SERVICE STATIONS	Yukon 3	SE/C NW 36th and Sara Rd.	Yukon	OK
1148	NON-OWNED SERVICE STATIONS	Yukon 1	SW/C 23rd and Mustang Road	Yukon	OK
1149	NON-OWNED SERVICE STATIONS	Aberdeen 2	423 North Main Street	Aberdeen	SD
1150	NON-OWNED SERVICE STATIONS	Brookings 1	501 Sixth Street	Brookings	SD
1151	NON-OWNED SERVICE STATIONS	Hecla 1	Lots 15 and 16, Block 3	Hecla	SD
1152	NON-OWNED SERVICE STATIONS	Vermillion 1	801 Cherry Street	Vermillion	SD
1153	NON-OWNED SERVICE STATIONS	Watertown 1	150 Fourth Street, N.E.	Watertown	SD
1154	NON-OWNED SERVICE STATIONS	Watertown	U.S. Hwy. 212 & Broadway	Watertown	SD
1155	NON-OWNED SERVICE STATIONS	Webster 1	Lot 6 of Sandvig's Outlot Addition	Webster	SD
1156	NON-OWNED SERVICE STATIONS	Bristol Peoples 46	301 Bluff City Highway	Bristol	TN
1157	NON-OWNED SERVICE STATIONS	Bristol 140	Volunteer Parkway and Shelby Lane	Bristol	TN
1158	NON-OWNED SERVICE STATIONS	Chattanooga 27	1998 Dayton Pike	Chattanooga	TN
1159	NON-OWNED SERVICE STATIONS	Chattanooga 98	2405 Dayton Boulevard	Chattanooga	TN
1160	NON-OWNED SERVICE STATIONS	Chattanooga 117	4239 Bonny Oaks Drive	Chattanooga	TN

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
1161	NON-OWNED SERVICE STATIONS	Chattanooga	5801 Lee Highway	Chattanooga	TN
1162	NON-OWNED SERVICE STATIONS	Chattanooga 28	Main Street & Lyerly	Chattanooga	TN
1163	NON-OWNED SERVICE STATIONS	Clarksville 41	Highway 41-A & Walnut	Clarksville	TN
1164	NON-OWNED SERVICE STATIONS	Columbia 47	514 North Garden	Columbia	TN
1165	NON-OWNED SERVICE STATIONS	Columbia 161	U.S. Highway 31 By-pass and Pillow Drive	Columbia	TN
1166	NON-OWNED SERVICE STATIONS	Cookeville 163	South Jefferson Avenue	Cookeville	TN
1167	NON-OWNED SERVICE STATIONS	Donelson 11	3202 Lebanon Road at Central Pike	Donelson	TN
1168	NON-OWNED SERVICE STATIONS	Elizabethton 142	Route 7 - Highway 19 East	Elizabethton	TN
1169	NON-OWNED SERVICE STATIONS	Elizabethton 2143	State Highway 91 & US Highway 31	Elizabethton	TN
1170	NON-OWNED SERVICE STATIONS	Erwin	Main and Elm Streets	Erwin	TN
1171	NON-OWNED SERVICE STATIONS	Franklin 2164	505 Hillsboro Road	Franklin	TN
1172	NON-OWNED SERVICE STATIONS	Gallatin 51	South Waters Avenue	Gallatin	TN
1173	NON-OWNED SERVICE STATIONS	Gray 131	US Highway 36	Gray	TN
1174	NON-OWNED SERVICE STATIONS	Greenville 50	1153 Tusculum Boulevard	Greenville	TN
1175	NON-OWNED SERVICE STATIONS	Greenville 120	Snapps Ferry Road	Greenville	TN
1176	NON-OWNED SERVICE STATIONS	Hixon 116	4514 Hixson Pike	Hixson	TN
1177	NON-OWNED SERVICE STATIONS	Johnson City 13	E. Main & Broadway	Johnson City	TN
1178	NON-OWNED SERVICE STATIONS	Johnson City 14	New Jonesboro Highway	Johnson City	TN
1179	NON-OWNED SERVICE STATIONS	Kingsport 2007	1748 Netherland Inn Road	Kingsport	TN
1180	NON-OWNED SERVICE STATIONS	Kingsport 6	2555 Fort Henry Drive	Kingsport	TN
1181	NON-OWNED SERVICE STATIONS	Kingsport 31	340 East Sullivan Street	Kingsport	TN

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
1182	NON-OWNED SERVICE STATIONS	Knoxville 39	4133 Broadway, N.E.	Knoxville	TN
1183	NON-OWNED SERVICE STATIONS	Knoxville 29	4646 Broadway	Knoxville	TN
1184	NON-OWNED SERVICE STATIONS	Knoxville 49	6211 Chapman Highway	Knoxville	TN
1185	NON-OWNED SERVICE STATIONS	Knoxville 20	NE/C Asheville Highway & Stooksbury Rd.	Knoxville	TN
1186	NON-OWNED SERVICE STATIONS	Lebanon 2121	816 North Cumberland	Lebanon	TN
1187	NON-OWNED SERVICE STATIONS	Lexington 6378	562 West Church	Lexington	TN
1188	NON-OWNED SERVICE STATIONS	Madison 22	Gallatin Road and Hall's Lane	Madison	TN
1189	NON-OWNED SERVICE STATIONS	Madisonville 162	US Highway 411	Madisonville	TN
1190	NON-OWNED SERVICE STATIONS	McMinnville 118	603 North Chancery Street	McMinnville	TN
1191	NON-OWNED SERVICE STATIONS	Memphis 5	2742 Park Avenue	Memphis	TN
1192	NON-OWNED SERVICE STATIONS	Memphis 2	3087 South Third	Memphis	TN
1193	NON-OWNED SERVICE STATIONS	Memphis 4	3690 Jackson Avenue	Memphis	TN
1194	NON-OWNED SERVICE STATIONS	Memphis 3	3819 Lamar Avenue	Memphis	TN
1195	NON-OWNED SERVICE STATIONS	Memphis 1	4672 South Third Street	Memphis	TN
1196	NON-OWNED SERVICE STATIONS	Memphis 6	908 Chelsea	Memphis	TN
1197	NON-OWNED SERVICE STATIONS	Mt. Pleasant 127	302 North Main Street	Mt. Pleasant	TN
1198	NON-OWNED SERVICE STATIONS	Murfreesboro 2129	1110 Memorial Drive	Murfreesboro	TN
1199	NON-OWNED SERVICE STATIONS	Murfreesboro 148	1149 Northwest Broad St.	Murfreesboro	TN
1200	NON-OWNED SERVICE STATIONS	Murfreesboro 37	215 N.W. Broad Street	Murfreesboro	TN
1201	NON-OWNED SERVICE STATIONS	Nashville 18	1008 East Thompson Lane	Nashville	TN
1202	NON-OWNED SERVICE STATIONS	Old Hickory 2010	1515 Robinson Road	Nashville	TN

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
1203	NON-OWNED SERVICE STATIONS	NASHVILLE	1814 4TH AVE	Nashville	TN
1204	NON-OWNED SERVICE STATIONS	Nashville 2030	3720 Dickerson Road	Nashville	TN
1205	NON-OWNED SERVICE STATIONS	Nashville 43	3901 Hillsboro Road	Nashville	TN
1206	NON-OWNED SERVICE STATIONS	Nashville 90	4537 Nolensville Pike	Nashville	TN
1207	NON-OWNED SERVICE STATIONS	Nashville 5	6012 Charlotte Pike	Nashville	TN
1208	NON-OWNED SERVICE STATIONS	Nashville 25	711 Lebanon Road	Nashville	TN
1209	NON-OWNED SERVICE STATIONS	Nashville 45	721 Jefferson Street	Nashville	TN
1210	NON-OWNED SERVICE STATIONS	Nashville 2019	801 North First Street	Nashville	TN
1211	NON-OWNED SERVICE STATIONS	Nashville	Abbott-Martin Road	Nashville	TN
1212	NON-OWNED SERVICE STATIONS	Nashville 39	Charlotte Pike and Morrow Road	Nashville	TN
1213	NON-OWNED SERVICE STATIONS	nashville #2168	trousdale drive and elysian fields road	Nashville	TN
1214	NON-OWNED SERVICE STATIONS	Paris 1	1005 Mineral Wells	Paris	TN
1215	NON-OWNED SERVICE STATIONS	Shelbyville 121	SW/C North Main and West Cedar	Shelbyville	TN
1216	NON-OWNED SERVICE STATIONS	Smithville 128	US Highway 70	Smithville	TN
1217	NON-OWNED SERVICE STATIONS	Tullahoma	South Anderson & Volney Streets	Tullahoma	TN
1218	NON-OWNED SERVICE STATIONS	Winchester 21	1109 First Avenue South	Winchester	TN
1219	NON-OWNED SERVICE STATIONS	Amarillo 6	2508 West 7th Street	Amarillo	TX
1220	NON-OWNED SERVICE STATIONS	Amarillo 2	SE/C 50th Street and Western Avenue	Amarillo	TX
1221	NON-OWNED SERVICE STATIONS	Austin 69	1198 Airport Boulevard	Austin	TX
1222	NON-OWNED SERVICE STATIONS	Austin 73	2027 South Lamar	Austin	TX
1223	NON-OWNED SERVICE STATIONS	Austin 72	3903 South First	Austin	TX

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1224	NON-OWNED SERVICE STATIONS	Austin 1	5239 Burnet Road	Austin	TX
1225	NON-OWNED SERVICE STATIONS	Austin 71	3903 South Congress Avenue	Austin	TX
1226	NON-OWNED SERVICE STATIONS	Beaumont 45	2820 College	Beaumont	TX
1227	NON-OWNED SERVICE STATIONS	Bovina 1	Main and Martin Streets	Bovina	TX
1228	NON-OWNED SERVICE STATIONS	Brownsville WALCO 96	2975 Southmost	Brownsville	TX
1229	NON-OWNED SERVICE STATIONS	BROWNSVILLE 9079	4500 EAST 14TH STREET	Brownsville	TX
1230	NON-OWNED SERVICE STATIONS	BROWNSVILLE 9078	605 CENTRAL BLVD	Brownsville	TX
1231	NON-OWNED SERVICE STATIONS	Brownsville WALCO 100	635 International Blvd.	Brownsville	TX
1232	NON-OWNED SERVICE STATIONS	Brownsville WALCO 95	645 East Madison	Brownsville	TX
1233	NON-OWNED SERVICE STATIONS	Brownwood 74	209 South Main	Brownwood	TX
1234	NON-OWNED SERVICE STATIONS	Cleburne 1	505 West Henderson	Cleburne	TX
1235	NON-OWNED SERVICE STATIONS	Conway 1	SE/C I-40 & State Highway 15	Conway	TX
1236	NON-OWNED SERVICE STATIONS	Corpus Christi 80	1821 Leopard	Corpus Christi	TX
1237	NON-OWNED SERVICE STATIONS	Corpus Christi 81	4500 Ayers	Corpus Christi	TX
1238	NON-OWNED SERVICE STATIONS	Dallas 5	11030 Harry Hines Boulevard	Dallas	TX
1239	NON-OWNED SERVICE STATIONS	Dallas 6	2519 Swiss Avenue	Dallas	TX
1240	NON-OWNED SERVICE STATIONS	Dallas 8	2900 Fordham Road	Dallas	TX
1241	NON-OWNED SERVICE STATIONS	Dallas 9	3151 Kiest Boulevard	Dallas	TX
1242	NON-OWNED SERVICE STATIONS	Dallas 4	4501 North Beltline Road	Dallas	TX
1243	NON-OWNED SERVICE STATIONS	Dallas 3	4847 Scyene Road	Dallas	TX
1244	NON-OWNED SERVICE STATIONS	Dallas 2	7233 Gaston Avenue	Dallas	TX

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
1245	NON-OWNED SERVICE STATIONS	Dallas 1	8054 Forest Lane	Dallas	TX
1246	NON-OWNED SERVICE STATIONS	Dallas 7	9938 Harry Hines Boulevard	Dallas	TX
1247	NON-OWNED SERVICE STATIONS	Edinburg 93	1020 East University Drive	Edinburg	TX
1248	NON-OWNED SERVICE STATIONS	Edinburg Walco 93	1021 East University Drive	Edinburg	TX
1249	NON-OWNED SERVICE STATIONS	Fort Worth 3	2025 Evans Street	Fort Worth	TX
1250	NON-OWNED SERVICE STATIONS	Fort Worth 2	6401 Baker Boulevard	Fort Worth	TX
1251	NON-OWNED SERVICE STATIONS	Freeport 46	1005 Brazosport Boulevard	Freeport	TX
1252	NON-OWNED SERVICE STATIONS	Gainesville 1	1205 S. California	Gainesville 1	TX
1253	NON-OWNED SERVICE STATIONS	Garland 2	1917 South First Street	Garland	TX
1254	NON-OWNED SERVICE STATIONS	Garland 1	3525 Forest Lane	Garland	TX
1255	NON-OWNED SERVICE STATIONS	Grand Prairie 1	2217 West Jefferson	Grand Prairie	TX
1256	NON-OWNED SERVICE STATIONS	harlingen 9083	1520 west harrison	Harlingen	TX
1257	NON-OWNED SERVICE STATIONS	harlingen 9084	1821 south 77 sunshine strip	Harlingen	TX
1258	NON-OWNED SERVICE STATIONS	Houston 65	10510 Post Oak Road	Houston	TX
1259	NON-OWNED SERVICE STATIONS	Houston 64	11515 South Post Oak	Houston	TX
1260	NON-OWNED SERVICE STATIONS	Houston 66	1339 West Gray and Waugh Drive	Houston	TX
1261	NON-OWNED SERVICE STATIONS	Houston 52	1621 Federal Road	Houston	TX
1262	NON-OWNED SERVICE STATIONS	Houston 41	1629 E. 25th	Houston	TX
1263	NON-OWNED SERVICE STATIONS	Houston 44	2005 Bingle Road	Houston	TX
1264	NON-OWNED SERVICE STATIONS	Houston 67	2105 Wirtcrest at Wirt Road	Houston	TX
1265	NON-OWNED SERVICE STATIONS	Houston 31	2203 Durham	Houston	TX

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
1266	NON-OWNED SERVICE STATIONS	Houston 37	2701 Yale	Houston	TX
1267	NON-OWNED SERVICE STATIONS	Houston 39	2804 North Shepherd	Houston	TX
1268	NON-OWNED SERVICE STATIONS	Houston 39	2807 N. Shepherd #39	Houston	TX
1269	NON-OWNED SERVICE STATIONS	Houston 101	315 East 20th Street	Houston	TX
1270	NON-OWNED SERVICE STATIONS	Houston 55	3403 Irvington Blvd.	Houston	TX
1271	NON-OWNED SERVICE STATIONS	Houston 38	3736 Mangum Road	Houston	TX
1272	NON-OWNED SERVICE STATIONS	Houston 35	4010 North Main	Houston	TX
1273	NON-OWNED SERVICE STATIONS	Houston 33	402 West 11th Street	Houston	TX
1274	NON-OWNED SERVICE STATIONS	Houston 40	407 Yale	Houston	TX
1275	NON-OWNED SERVICE STATIONS	Houston 36	4814 Lockwood	Houston	TX
1276	NON-OWNED SERVICE STATIONS	Houston 50	4901 Darling	Houston	TX
1277	NON-OWNED SERVICE STATIONS	Houston	5210 Buffalo Speedway	Houston	TX
1278	NON-OWNED SERVICE STATIONS	Houston 47	5210 Buffalo Speedway	Houston	TX
1279	NON-OWNED SERVICE STATIONS	Houston 59	5502 Bissonnet	Houston	TX
1280	NON-OWNED SERVICE STATIONS	Houston 53	5702 Gulf Freeway	Houston	TX
1281	NON-OWNED SERVICE STATIONS	Houston 58	5906 North Main	Houston	TX
1282	NON-OWNED SERVICE STATIONS	Houston 63	6330 South Martin Luther King Boulevard	Houston	TX
1283	NON-OWNED SERVICE STATIONS	Houston 56	7028 Lawndale	Houston	TX
1284	NON-OWNED SERVICE STATIONS	Houston 32	7402 Long Point 32	Houston	TX
1285	NON-OWNED SERVICE STATIONS	Houston 49	8221 Clinton Drive	Houston	TX
1286	NON-OWNED SERVICE STATIONS	Houston 54	9909 Hempstead Highway	Houston	TX

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1287	NON-OWNED SERVICE STATIONS	Houston 43	NW/C FM 1969 & Cashel Forest Drive	Houston	TX
1288	NON-OWNED SERVICE STATIONS	Irving 1	2326 W. Shady Grove	Irving	TX
1289	NON-OWNED SERVICE STATIONS	Lancaster 1	2601 N. Dallas	Lancaster	TX
1290	NON-OWNED SERVICE STATIONS	mcallen 9085	1200 south 23rd	McAllen	TX
1291	NON-OWNED SERVICE STATIONS	McAllen WALCO 94	1901 West Highway	McAllen	TX
1292	NON-OWNED SERVICE STATIONS	mcallen 9086	701 East pecan	McAllen	TX
1293	NON-OWNED SERVICE STATIONS	MERCEDES	447 W 2ND STREET	Mercedes	TX
1294	NON-OWNED SERVICE STATIONS	Mesquite 1	2022 Gus Thomasson Road	Mesquite	TX
1295	NON-OWNED SERVICE STATIONS	Pasadena 61	1202 South Shaver	Pasadena	TX
1296	NON-OWNED SERVICE STATIONS	Pasadena 60	1516 East Southmore	Pasadena	TX
1297	NON-OWNED SERVICE STATIONS	Pasadena 42	2631 South Shaver	Pasadena	TX
1298	NON-OWNED SERVICE STATIONS	Perryton 2	1422 South Main	Perryton	TX
1299	NON-OWNED SERVICE STATIONS	Perryton 1	822 South Main	Perryton	TX
1300	NON-OWNED SERVICE STATIONS	PHARR 9089	1000 NORTH CAGE	Pharr	TX
1301	NON-OWNED SERVICE STATIONS	Pharr 9090	500 East Highway 83	Pharr	TX
1302	NON-OWNED SERVICE STATIONS	Pharr		Pharr	TX
1303	NON-OWNED SERVICE STATIONS	Plainview	1504 West 5th	Plainview	TX
1304	NON-OWNED SERVICE STATIONS	San Angelo 75	1320 North Oakes	San Angelo	TX
1305	NON-OWNED SERVICE STATIONS	San Antonio 76	1815 South W.W. White Road	San Antonio	TX
1306	NON-OWNED SERVICE STATIONS	San Antonio 77	5826 South Flores	San Antonio	TX
1307	NON-OWNED SERVICE STATIONS	Tyler 3	2520 East 5th Street	Tyler	TX

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1308	NON-OWNED SERVICE STATIONS	Tyler 2	430 South Beckham	Tyler	TX
1309	NON-OWNED SERVICE STATIONS	Tyler 1	716 West Front Street	Tyler	TX
1310	NON-OWNED SERVICE STATIONS	Vernon 1	3228 Wilbarger Street	Vernon	TX
1311	NON-OWNED SERVICE STATIONS	Waco 70	724 East Waco Drive	Waco	TX
1312	NON-OWNED SERVICE STATIONS	Wharton 68	1619 North Richmond	Wharton	TX
1313	NON-OWNED SERVICE STATIONS	Wichita Falls 2	2714 Southwest Parkway	Wichita Falls	TX
1314	NON-OWNED SERVICE STATIONS	Wichita Falls	2714 SW Parkway	Wichita Falls	TX
1315	NON-OWNED SERVICE STATIONS	Wichita Falls 1	3703 Sheppard Access Road	Wichita Falls	TX
1316	NON-OWNED SERVICE STATIONS	Bristol 2160	U.S. Highway 11	Bristol	VA
1317	NON-OWNED SERVICE STATIONS	BLENDER-FARM CENTER		Portsmouth	VA
1318	NON-OWNED SERVICE STATIONS	Abbotsford	Spruce Street North of Soo R.R. Depot	Abbotsford	WI
1319	NON-OWNED SERVICE STATIONS	Antigo 1	4th Avenue & Superior Street	Antigo	WI
1320	NON-OWNED SERVICE STATIONS	Appleton 1	504 West College Avenue	Appleton	WI
1321	NON-OWNED SERVICE STATIONS	Atkinson		Atkinson	WI
1322	NON-OWNED SERVICE STATIONS	Berlin 1	Broadway and Mound Street	Berlin	WI
1323	NON-OWNED SERVICE STATIONS	Chippewa Falls 3	304 West River Street	Chippewa Falls	WI
1324	NON-OWNED SERVICE STATIONS	Chippewa Falls 2	524 North Bridge Street	Chippewa Falls	WI
1325	NON-OWNED SERVICE STATIONS	Chippewa Falls	Woodward & Park Avenue	Chippewa Falls	WI
1326	NON-OWNED SERVICE STATIONS	Cudahy 1	4570 South Kinnickinnic Avenue	Cudahy	WI
1327	NON-OWNED SERVICE STATIONS	Dodge Bulk Station		Dodge	WI
1328	NON-OWNED SERVICE STATIONS	Dodgeville 1	1202 North Bequette Street	Dodgeville	WI

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1329	NON-OWNED SERVICE STATIONS	Fennimore	Lincoln Avenue & Warner Street	Fennimore	WI
1330	NON-OWNED SERVICE STATIONS	Fort Atkinson	1012 S. Whitewater avenue	Fort Atkinson	WI
1331	NON-OWNED SERVICE STATIONS	Green Bay	621 South Broadway	Green Bay	WI
1332	NON-OWNED SERVICE STATIONS	Green Bay 1	Van Deuren Street	Green Bay	WI
1333	NON-OWNED SERVICE STATIONS	Janesville 2	NW/C Sherman and N. Parker Drive	Janesville	WI
1334	NON-OWNED SERVICE STATIONS	La Crosse	2127 S. Avenue	La Crosse	WI
1335	NON-OWNED SERVICE STATIONS	Lacrosse 1	1104 N. Lacrosse	Lacrosse	WI
1336	NON-OWNED SERVICE STATIONS	Ladysmith 1	518 Lake Avenue West	Ladysmith	WI
1337	NON-OWNED SERVICE STATIONS	Lake Geneva 1	600 Williams Street	Lake Geneva	WI
1338	NON-OWNED SERVICE STATIONS	Madison	3505 E. Washington avenue	Madison	WI
1339	NON-OWNED SERVICE STATIONS	Madison 2	3505 East Washington	Madison	WI
1340	NON-OWNED SERVICE STATIONS	Madison 1	728 Jenifer	Madison	WI
1341	NON-OWNED SERVICE STATIONS	Madison Bulk Station	Seminole Highway near Madison	Madison	WI
1342	NON-OWNED SERVICE STATIONS	Marinette Bulk and Service Sta	Marinette Avenue & Mary Street	Marinette	WI
1343	NON-OWNED SERVICE STATIONS	Mauston Bulk & Service Station	Highways 12 & 16	Mauston	WI
1344	NON-OWNED SERVICE STATIONS	Menasha 1	U.S. Highway 41	Menasha	WI
1345	NON-OWNED SERVICE STATIONS	Menomonie 2	I-94 & County Road “B”	Menomonie	WI
1346	NON-OWNED SERVICE STATIONS	Milwaukee 6	1545 West Hopkins	Milwaukee	WI
1347	NON-OWNED SERVICE STATIONS	Milwaukee	405 W. Center Street	Milwaukee	WI
1348	NON-OWNED SERVICE STATIONS	Milwaukee 7	405 West Center Street	Milwaukee	WI
1349	NON-OWNED SERVICE STATIONS	Milwaukee 3	4170 South Howell Avenue	Milwaukee	WI

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
1350	NON-OWNED SERVICE STATIONS	Milwaukee 4	4270 North 76th	Milwaukee	WI
1351	NON-OWNED SERVICE STATIONS	Milwaukee - Division	4823 N. Teutonia Avenue	Milwaukee	WI
1352	NON-OWNED SERVICE STATIONS	Milwaukee 5	5510 South 27th Street	Milwaukee	WI
1353	NON-OWNED SERVICE STATIONS	Milwaukee 8	7537 N. Teutonia	Milwaukee	WI
1354	NON-OWNED SERVICE STATIONS	Milwaukee 2	832 West Oklahoma Avenue	Milwaukee	WI
1355	NON-OWNED SERVICE STATIONS	Milwaukee		Milwaukee	WI
1356	NON-OWNED SERVICE STATIONS	Monona 1	320 E. Broadway	Monona	WI
1357	NON-OWNED SERVICE STATIONS	Monroe Bulk Station	Right-of-way	Monroe	WI
1358	NON-OWNED SERVICE STATIONS	Neenah 1	Interstate Highway 41	Neenah	WI
1359	NON-OWNED SERVICE STATIONS	Neillsville Bulk Station	7th and Forest Streets	Neillsville	WI
1360	NON-OWNED SERVICE STATIONS	Neillsville 1	South Grand Avenue & West 5th Street	Neillsville	WI
1361	NON-OWNED SERVICE STATIONS	New Richmond	447 N. Knowles Avenue	New Richmond	WI
1362	NON-OWNED SERVICE STATIONS	Oconto	U.S. Hwy. 41 South & Plat #2	Oconto	WI
1363	NON-OWNED SERVICE STATIONS	Oconto 1	US Highway 41 South	Oconto	WI
1364	NON-OWNED SERVICE STATIONS	Oshkosh 6	1606 South Main Street	Oshkosh	WI
1365	NON-OWNED SERVICE STATIONS	Oshkosh 5	173 West Algoma Street	Oshkosh	WI
1366	NON-OWNED SERVICE STATIONS	Oshkosh 1	387 Main Street	Oshkosh	WI
1367	NON-OWNED SERVICE STATIONS	Oshkosh	415 W. Murdock avenue	Oshkosh	WI
1368	NON-OWNED SERVICE STATIONS	Platteville 1	US Highway 151 & SH 80-81	Platteville	WI
1369	NON-OWNED SERVICE STATIONS	Racine 1	2305 Racine Street	Racine	WI
1370	NON-OWNED SERVICE STATIONS	Rhinelander	217 Anderson Street	Rhinelander	WI

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1371	NON-OWNED SERVICE STATIONS	Rice Lake 1	501 North Main	Rice Lake	WI
1372	NON-OWNED SERVICE STATIONS	Ripon 1	East Fond du Lac Street	Ripon	WI
1373	NON-OWNED SERVICE STATIONS	River Falls 1	700 North Main	River Falls	WI
1374	NON-OWNED SERVICE STATIONS	Rothschild 1	407 South Grand	Rothschild	WI
1375	NON-OWNED SERVICE STATIONS	Shawano	315 S. Main	Shawano	WI
1376	NON-OWNED SERVICE STATIONS	Shawano Bulk Plant	Minneapolis, St. Paul & Sault Ste. Marie Railway Right-of-Way	Shawano	WI
1377	NON-OWNED SERVICE STATIONS	South Milwaukee 1	1522 North Chicago Avenue	South Milwaukee	WI
1378	NON-OWNED SERVICE STATIONS	Stevens Point	417 N. Division street	Stevens Point	WI
1379	NON-OWNED SERVICE STATIONS	Superior 1	2601 Tower Avenue	Superior	WI
1380	NON-OWNED SERVICE STATIONS	Superior Advertising Sign	River Street	Superior	WI
1381	NON-OWNED SERVICE STATIONS	Waukesha 1	114 E. Broadway	Waukesha	WI
1382	NON-OWNED SERVICE STATIONS	Waupaca	Badger & Jefferson Streets	Waupaca	WI
1383	NON-OWNED SERVICE STATIONS	Waupun 1	42 Fond du Lac Street	Waupun	WI
1384	NON-OWNED SERVICE STATIONS	Wausau 4	1033-35 S. Fourth Avenue	Wausau	WI
1385	NON-OWNED SERVICE STATIONS	Wausau 3	526 Bridge Street	Wausau	WI
1386	NON-OWNED SERVICE STATIONS	Wausau Bulk Station	Chicago, Milwaukee, St. Paul and Pacific Railroad Company Right-of-Way	Wausau	WI
1387	NON-OWNED SERVICE STATIONS	Wausau 2	Third Avenue & Callon Street	Wausau	WI
1388	NON-OWNED SERVICE STATIONS	Whitewater 1	1280 West Main Street	Whitewater	WI
OTHER SITES					
1389	OTHER SITES: GENERAL	MT. CANAAN FULL GOSPEL CHURCH	2725 24TH STREET SOUTHWEST	Birmingham	AL
1390	OTHER SITES: GENERAL	FORMER GULF STATE CREOSOTING COMPANY	JEFFERSON COUNTY, E1/2 SEC. 8 T18S, R3W, LONGITUDE: -86.88, LATITUDE: 33.48/2709 South Park Drive	Birmingham	AL
1391	OTHER SITES: GENERAL	ALABAMA STATE DOCKS	250 NORTH WATER STREET	Mobile	AL

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1392	OTHER SITES: GENERAL	BLAKELY ISLAND TERMINAL	U.S. HIGHWAY 90 NORTH	Mobile	AL
1393	OTHER SITES: GENERAL	CHOCTAW POINT TERMINAL	ADJACENT TO I-10 AND I-65 INTERCHANGE LOCATED 3 MILES WEST	Mobile	AL
1394	OTHER SITES: GENERAL	EL DORADO SITE	BULK OF PROPERTY IN N1/2 SEC. 15 T17S, R15W, LONGITUDE: -92.64, LATITUDE: 33.25/South of the intersection of us 167 and callon highway	El Dorado	AR
1395	OTHER SITES: GENERAL	CADILLAC FAIRVIEW SITE		Cadillac Fairview	CA
1396	OTHER SITES: GENERAL	CASMALIA SITE	10 MILES SW OF THE CITY OF SANTA MARIA, 1.2 MILES NORTH OF THE TOWN OF CASMALIA, AND FOUR MILES FROM THE PACIFIC OCEAN	Casmalia	CA
1397	OTHER SITES: GENERAL	WESTERN ELECTROCHEMICAL	9036 Culver Boulevard	Culver City	CA
1398	OTHER SITES: GENERAL	WAREHOUSE		Long Beach	CA
1399	OTHER SITES: GENERAL	WECCO PLANT	2640 – 50 East Washington Boulevard	Los Angeles	CA
1400	OTHER SITES: GENERAL	LOS ANGELES SITE	3000 AND 3300 West 6TH STREET	Los Angeles	CA
1401	OTHER SITES: GENERAL	VERNON OR HOBART SITE	3100 E. 26TH STREET	Los Angeles	CA
1402	OTHER SITES: GENERAL	WESTERN WASTE INDUSTRIES SITE (DEL AMO SITE)	DEL AMO BLVD AND SOUTH VERMONT AVE	Los Angeles	CA
1403	OTHER SITES: GENERAL	WESTERN ELECTROCHEMICAL COMPANY SITES		Los Angeles	CA
1404	OTHER SITES: GENERAL	MOBILE SMELTING FACILITY	UNITED STREET AND REED AVENUE	Mojave	CA
1405	OTHER SITES: GENERAL	SEARLES VALLEY MINERALS SITE	SE 1/4, SECTION 21, T25S, R43E	Searles Valley/Trona	CA
1406	OTHER SITES: GENERAL	TORRANCE SITE	20231 S. VERMONT AVENUE	Torrance	CA
1407	OTHER SITES: GENERAL	WHITTIER LAB	201 W. WASHINGTON BLVD.	Whittier	CA
1408	OTHER SITES: GENERAL	COMMERCE CITY SITE (MILT ADAMS INC. DBA APPROVED OIL SERVICES AKA APPROVED DRAIN OIL SERVICE)	5390 E 72ND AVENUE	Commerce City	CO
1409	OTHER SITES: GENERAL	TABLE MOUNTAIN SITE	5950 MCINTYRE ROAD	Golden	CO
1410	OTHER SITES: GENERAL	GRAND JUNCTION SITE (HANSEN CONTAINER SITE)	530 LAWRENCE AVENUE	Grand Junction	CO
1411	OTHER SITES: GENERAL	NORTH HAVEN FERTILIZER, PESTICIDE, HERBICIDE SITE	440 SACKETT POINT ROAD	North Haven	CT
1412	OTHER SITES: GENERAL	NORTH HAVEN WOOD TREATMENT SITE	300 UNIVERSAL DRIVE	North Haven	CT
1413	OTHER SITES: GENERAL	CANTONMENT FORMER OIL RECOVERY FACILITY/DUBOSE OIL PRODUCTS SITE	COUNTY ROAD 97, 1 MILE NORTH OF COUNTY ROAD 184	Cantonment	FL

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
1414	OTHER SITES: GENERAL	COTTONDALE FERTILIZER FACILITY	SW CORNER OF INTERSECTION OF HIGHWAY U.S. 90 AND HIGHWAY U.S. 231; SEC. 31, T5N, R1W	Cottondale	FL
1415	OTHER SITES: GENERAL	FORT PIERCE AG CHEM MANUFACTURING SITE	3630 selvitz road	Fort Pierce	FL
1416	OTHER SITES: GENERAL	IMESON LANDFILL SITE	513 GUN CLUB ROAD	Jacksonville	FL
1417	OTHER SITES: GENERAL	PICKETTVILLE ROAD LANDFILL	5150 PICKETTVILLE ROAD	Jacksonville	FL
1418	OTHER SITES: GENERAL	ROUSE STEEL DRUM SITE	612 E. 12TH STREET	Jacksonville	FL
1419	OTHER SITES: GENERAL	LANDIA CHEMICAL COMPANY SUPERFUND SITE	1405 WEST OLIVE STREET	Lakeland	FL
1420	OTHER SITES: GENERAL	DAVIS REFINING SUPERFUND SITE	2606 SPRINGHILL ROAD	Tallahassee	FL
1421	OTHER SITES: GENERAL	TAMPA AG CHEM MANUFACTURING SITE	5226 EAST HILLSBOROUGH AVENUE	Tampa	FL
1422	OTHER SITES: GENERAL	BAY DRUMS SUPERFUND SITE	EAST BROADWAY AVENUE	Tampa	FL
1423	OTHER SITES: GENERAL	SIDNEY MINE SITE	STATE ROAD 60, 1 MILE EAST OF DOVER ROAD	Valrico,	FL
1424	OTHER SITES: GENERAL	M&J SOLVENTS COMPANY SITE	1577 MARIETTA ROAD NW	Atlanta	GA
1425	OTHER SITES: GENERAL	LITTLE TYBEE ISLAND SITE		Little Tybee Island	GA
1426	OTHER SITES: GENERAL	TIFTEN AG CHEM MANUFACTURING SITE/SOGREEN WASTE PILE (BARREN AREA) ENVIRONMENTAL SITE	W MAPLE STREET AND HIGHLAND AVENUE	Tifton	GA
1427	OTHER SITES: GENERAL	BELL TERMINAL		Chicago	IL
1428	OTHER SITES: GENERAL	DEKALB SITE		DeKalb	IL
1429	OTHER SITES: GENERAL	FORMER KETTLE RIVER CO/GLEN CARBON SITE	S ½ SEC. 23 T4N, R8W, LONGITUDE: -89.96, LATITUDE: 38.78/SW OF INTERSECTION OF STATE ROUTE 159 AND CENTER GROVE ROAD	Edwardsville	IL
1430	OTHER SITES: GENERAL	TRI-COUNTY LANDFILL	Waste Management of Illinois	Elgin	IL
1431	OTHER SITES: GENERAL	MARION WOOD TREATING FACILITY	E1/2 sec. 25 T9S, R2E, Longitude: -88.93, LAtitude: 37.71/off of route 37 (south court street) near intersection with crites road	Marion	IL
1432	OTHER SITES: GENERAL	REED KEPPLER PARK SUPERFUND SITE		West Chicago	IL
1433	OTHER SITES: GENERAL	SEWAGE TREATMENT PLANT SUPERFUND SITE		West Chicago	IL
1434	OTHER SITES: GENERAL	FORMER INDIAN CREOSOTING COMPANY	NWNW SEC. 16/SWSW SEC. 9 T8N, R1W, LONGITUDE: -86.53, LATITUDE: 39.14/240 COUNTY CLUB ROAD	Bloomington	IN
1435	OTHER SITES: GENERAL	CLERMONT TERMINAL	10833 EAST COUNTY ROAD 300 NORTH	Clermont	IN

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
1436	OTHER SITES: GENERAL	AMERICAN CHEMICAL SERVICES NPL SITE AND GRIFFITH FORMER LANDFILL SITES	420 S. COLFAX AVENUE	Griffith	IN
1437	OTHER SITES: GENERAL	MAXEY FLATS SITE	MAXEY FLATS RD, LONGITUDE: -83.569200, LATITUDE: 38.260800	Hillsboro	KY
1438	OTHER SITES: GENERAL	LOUISVILLE TERMINAL		Louisville	KY
1439	OTHER SITES: GENERAL	WORTHINGTON WOOD TREATING SITE	GREENUP COUNTY, LONGITUDE: -82.72, LATITUDE: 38.56/NEAR INTERSECTION OF DIVISION STREET AND EDSEL AVENUE, NORTH OR RAILROAD CORRIDOR	Worthington	KY
1440	OTHER SITES: GENERAL	BOGALUSA SITE	WASHINGTON PARISH, N1/2 SEC. 26 T3S, R15E, LONGITUDE: -89.87, LATITUDE: 30.77/WEST END OF HICKORY AVENUE	Bogalusa	LA
1441	OTHER SITES: GENERAL	CALUMET LUBRICANTS SITE	1756 OLD HIGHWAY 7	Cotton Valley	LA
1442	OTHER SITES: GENERAL	DERIDDER SITE	SOUTH OF POST PLANT ROAD, EAST OF BNSF RAILROAD CORRIDOR	Deridder	LA
1443	OTHER SITES: GENERAL	SAREPTA TANK FARM		Sarepta	LA
1444	OTHER SITES: GENERAL	DEVIL'S SWAMP LAKE SUPERFUND SITE	SEC 44 AND 45, T5S R1W	Scotlandville	LA
1445	OTHER SITES: GENERAL	SHREVEPORT SITE	INTERSECTION OF DALZELL STREET AND LINWOOD AVENUE	Shreveport	LA
1446	OTHER SITES: GENERAL	SLIDELL SITE	US 190 AND FRONT STREET	Slidell	LA
1447	OTHER SITES: GENERAL	BALTIMORE AG CHEM MANUFACTURING SITE	2400 South Clinton street (Canton Neighborhood)	Baltimore	MD
1448	OTHER SITES: GENERAL	CAMBRIDGE AG CHEM MANUFACTURING SITE	200, 205-207, 211, 306, 311 Trenton Street, and 100 and 102 green street	Cambridge	MD
1449	OTHER SITES: GENERAL	JACKSON SITE		Jackson	MI
1450	OTHER SITES: GENERAL	ECHO TRAIL AREA	LACROIX & KAWISHIWI RAGER DISTRICTS, SUPERIOR NATIONAL FOREST		MN
1451	OTHER SITES: GENERAL	ST. LOUIS	4000 KOCH HOSPITAL ROAD	Mehlville	MO
1452	OTHER SITES: GENERAL	RED PANTHER PESTICIDE SUPERFUND SITE	550 PATTON STREET	Clarksdale	MS
1453	OTHER SITES: GENERAL	INDUSTRIAL POLLUTION CONTROL SUPERFUND SITE	810 POINDEXTER STREET	Jackson	MS

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
1454	OTHER SITES: GENERAL	JACKSON (FLOWOOD) LAND WOOD TREATING SITE	RANKIN COUNTY, SEC 1 T5N, R1E, SEC. 6T5N, R2E, SEC 36 T6N, R1E, SEC. 31, T6N, R2E; LONGITUDE: -90.15, LATITUDE: 32.31/west and northwest of the intersection of flowood drive and underwood drive	Jackson	MS
1455	OTHER SITES: GENERAL	POTTER'S SEPTIC TANK SERVICE PITS SUPERFUND SITE	OFF 74-76 NEAR SANDY CREEK & NORTHWEST	Sandy Creek	NC
1456	OTHER SITES: GENERAL	BIG "O" JAMBOREE SITE	HIGHWAY 17 NORTH AND ROANOKE RIVER	Williamston	NC
1457	OTHER SITES: GENERAL	BOWMAN SITE		Bowman	ND
1458	OTHER SITES: GENERAL	CONSTABLE HOOK SITE	HUDSON COUNTY, LONGITUDE: -74.09, LATITUDE: 40.65/ALONG UPPER NEW YORK BAY, EAST OF HOOK ROAD, SOUTH OF THE BAYONNE GOLD COURSE	Bayonne	NJ
1459	OTHER SITES: GENERAL	SILSONIX CORPORATE SITE	514 LYONS AVENUE	Irvington	NJ
1460	OTHER SITES: GENERAL	PATERSON SITE	21, 51, 99, and 203 kuller road	Paterson	NJ
1461	OTHER SITES: GENERAL	SEWAREN TERMINAL	115 STATE STREET	Sewaren	NJ
1462	OTHER SITES: GENERAL	AMBROSIA LAKE FACILITY	25 MILES NORTH OF GRANTS, NM ON HIGHWAY 509; SEC 31, T14N, R9W	Grants	NM
1463	OTHER SITES: GENERAL	AMENIA LANDFILL SUPERFUND SITE	ROUTE 22 SOUTH, 1.5 MILES SOUTH OF ROUTE 44	Amenia	NY
1464	OTHER SITES: GENERAL	NEW HYDE PARK TERMINAL	1900 PLAZA AVENUE	New Hyde Park	NY
1465	OTHER SITES: GENERAL	PORT CHESTER SITE	100 RYANN STREET	Port Chester	NY
1466	OTHER SITES: GENERAL	LONG ISLAND CITY TERMINAL	42-40 VERNON AVENUE	Queens	NY
1467	OTHER SITES: GENERAL	SIDNEY SITE	west of the intersection of route 8 and delaware avenue	Sidney	NY
1468	OTHER SITES: GENERAL	HUGO SITE	CHOCTAW COUNTY, E1/2 SEC. 20 T6S, R17E, LONGITUDE: -95.55, LATITUDE: 34.02/1806 garrett street	Hugo	OK
1469	OTHER SITES: GENERAL	DOUBLE EAGLE REFINERY	301 NORTH RHODE ISLAND AVENUE	Oklahoma City	OK
1470	OTHER SITES: GENERAL	MOSLEY ROAD LANDFILL SITE	3300 MOSLEY ROAD	Oklahoma City	OK
1471	OTHER SITES: GENERAL	CATO OIL & GREASE	NW 10TH STREET AND RENO STREET	Oklahoma City	OK
1472	OTHER SITES: GENERAL	SAND SPRINGS FORMER REFINERY SITE	2 BLOCKS S 198 E. MORRO ROAD	Sand Springs	OK
1473	OTHER SITES: GENERAL	SAND SPRINGS LANDFILL SITE	0.5 MI SOUTH OF HWY 51 ON 137 NORTH AVENUE	Sand Springs	OK
1474	OTHER SITES: GENERAL	LAKEVIEW SITE	18 MILES NW OF LAKEVIEW; SECTIONS 25 & 30, T37S, R19E	Lakeview	OR
1475	OTHER SITES: GENERAL	THE DALLES SITE	100 TIE PLANT ROAD	The Dalles	OR
1476	OTHER SITES: GENERAL	LEWIS RUN SITE	BIG SHANTY ROAD AND LAFAYETTE AVENUE	Lewis Run	PA

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1477	OTHER SITES: GENERAL	LACKAWANNA REFUSE SITE (AKA OLD FORGE LANDFILL)	SOUTH KEYSER AVENUE	Old Forge	PA
1478	OTHER SITES: GENERAL	PHILADELPHIA AG CHEM MANUFACTURING SITE	1701 SOUTH DELAWARE AVENUE	Philadelphia	PA
1479	OTHER SITES: GENERAL	PHILADELPHIA WATERFRONT SITE (SYNTHETIC BONE ASH)		Philadelphia	PA
1480	OTHER SITES: GENERAL	JERICHO SITE	7747 SAVANNAH HIGHWAY	Ravenel/Jericho	SC
1481	OTHER SITES: GENERAL	MEMPHIS CONTAINER DRUM SITE (AKA TRI-STATE DRUMS)	1761 WARFORD ROAD	Memphis	TN
1482	OTHER SITES: GENERAL	FEDERAL IRON & METAL SITE	4000 AGNES STREET	Corpus Christi	TX
1483	OTHER SITES: GENERAL	BRINE SERVICE COMPANY SUPERFUND SITE	E/NE OF INTERSECTION OF IH-37 AND GOLDSTON ROAD	Corpus Christi	TX
1484	OTHER SITES: GENERAL	CORPUS CHRISTI TERMINAL 2 AND SOUTHWEST REFINERY	INTERSTATE HIGHWAY 37 AT NUECES BAY BLVD. NORTH	Corpus Christi	TX
1485	OTHER SITES: GENERAL	PESSES CHEMICAL COMPANY		Fort Worth	TX
1486	OTHER SITES: GENERAL	FORT WORTH FORMER WASTE DISPOSAL SITE	2031 SOUTH MAIN STREET	Ft. Worth	TX
1487	OTHER SITES: GENERAL	FALCON REFINERY SITE (NATIONAL OIL RECOVERY)	INTERSECTION OF FARM TO MARKET ROAD 2725 AND BISHOP ROAD	Ingleside	TX
1488	OTHER SITES: GENERAL	HAYES-SAMMONS WAREHOUSE TEXAS SUPERFUND SITE	MILLER AND 8TH STREETS, HOLLAND STREET & NICHOLSON AVENUE, AND FRANCISCO AVENUE	Mission	TX
1489	OTHER SITES: GENERAL	ROBSTOWN SITE	BALLARD LANE	Robstown	TX
1490	OTHER SITES: GENERAL	CORPUS CHRISTI LAND TREATMENT FACILITY	INTERSECTION OF TEXAS COUNTY ROAD 61 AND TEXAS COUNTY ROAD 28	Robstown	TX
1491	OTHER SITES: GENERAL	MALONE SERVICE COMPANY SUPERFUND SITE	5300 CAMPBELL BAYOU ROAD	Texas City	TX
1492	OTHER SITES: GENERAL	WASKOM SITE	TEXAS HIGHWAY 9	Waksom	TX
1493	OTHER SITES: GENERAL	EKOTEK REFINERY SITE	1626 NORTH CHICAGO STREET	Salt Lake City	UT
1494	OTHER SITES: GENERAL	WOODS CROSS SITE	500 W. 800 SOUTH	Woods Cross	UT
1495	OTHER SITES: GENERAL	CHIPPEWA FALLS SITE	1350 HALBLEIB ROAD	Chippewa Falls	WI
1496	OTHER SITES: GENERAL	MCFARLAND TERMINAL	4009 TRIANGLE STREET	McFarland	WI
1497	OTHER SITES: GENERAL	PETROTOMICS MILL SITE		Shirley Basin	WY
1498	OTHER SITES: AG-CHEM SITES	FARM CENTER		Atmore	AL
1499	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER	Highway 93	Brundidge	AL
1500	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER	2034 taylor road	Dothan	AL

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1501	OTHER SITES: AG-CHEM SITES	FARM CENTER		Florala	AL
1502	OTHER SITES: AG-CHEM SITES	FARM CENTER		Foley	AL
1503	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Hartford	AL
1504	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Huxford	AL
1505	OTHER SITES: AG-CHEM SITES	FARM CENTER		Loxley	AL
1506	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Opp	AL
1507	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Samson	AL
1508	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Wicksburg	AL
1509	OTHER SITES: AG-CHEM SITES	LAND		Des Ark	AR
1510	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Keo	AR
1511	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER	15 chamberlain	East Windsor (a.k.a. Windsorville, CT)	CT
1512	OTHER SITES: AG-CHEM SITES	LAND	220 Sackett Point Road	North Haven	CT
1513	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Portland	CT
1514	OTHER SITES: AG-CHEM SITES	DA NITROGEN		Delmar	DE
1515	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Melford (possibly Milford)	DE
1516	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Selbyville	DE
1517	OTHER SITES: AG-CHEM SITES	FARM CENTER		Baker	FL
1518	OTHER SITES: AG-CHEM SITES	WAREHOUSE	2304 cypress lane	Belle Glade	FL
1519	OTHER SITES: AG-CHEM SITES	LAND		Cocoa	FL
1520	OTHER SITES: AG-CHEM SITES	FARM CENTER		Cottondale	FL
1521	OTHER SITES: AG-CHEM SITES	LAND		Davenport	FL
1522	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Eagle Lake	FL
1523	OTHER SITES: AG-CHEM SITES	LAND		Eustis	FL
1524	OTHER SITES: AG-CHEM SITES	WAREHOUSE	1620 orange avenue	Fort Pierce	FL
1525	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Ft. Lauderdale	FL
1526	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Ft. Myers	FL
1527	OTHER SITES: AG-CHEM SITES	FARM CENTER		Greenwood	FL
1528	OTHER SITES: AG-CHEM SITES	FARM CENTER		Hastings	FL
1529	OTHER SITES: AG-CHEM SITES	FARM CENTER	99 sw 14th avenue	Homestead	FL
1530	OTHER SITES: AG-CHEM SITES	FARM CENTER		Immokalee	FL
1531	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Jasper	FL
1532	OTHER SITES: AG-CHEM SITES	FARM CENTER	3525 highway 4 west	Jay	FL

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1533	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Lake Butler	FL
1534	OTHER SITES: AG-CHEM SITES	FARM CENTER		Lake Wales	FL
1535	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Miami	FL
1536	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Orlando	FL
1537	OTHER SITES: AG-CHEM SITES	FARM CENTER		Paxton	FL
1538	OTHER SITES: AG-CHEM SITES	FARM CENTER		Pensacola	FL
1539	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Pensacola	FL
1540	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Plant City	FL
1541	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Sanford	FL
1542	OTHER SITES: AG-CHEM SITES	WAREHOUSE		St. Petersburg	FL
1543	OTHER SITES: AG-CHEM SITES	LAND		Umatilla	FL
1544	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Walnut Hill	FL
1545	OTHER SITES: AG-CHEM SITES	LAND	2251 US Highway 17 S.	Wauchula (may be Wanchula)	FL
1546	OTHER SITES: AG-CHEM SITES	FARM CENTER		Winter Garden	FL
1547	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Adel	GA
1548	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Ambrose	GA
1549	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Baxley	GA
1550	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Blackshear (may be Blacksheer)	GA
1551	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Cartersville	GA
1552	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Douglas	GA
1553	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Lenox	GA
1554	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Moultrie	GA
1555	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Ocilla	GA
1556	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Charles City	IA
1557	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Farmersburg	IA
1558	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER	25245 highway 52	Garnavillo	IA
1559	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Laporte City	IA
1560	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER	206 railroad street	Mingo	IA
1561	OTHER SITES: AG-CHEM SITES	BLENDER- FARM CENTER	100 E. Railroad Street	Kingston	IL
1562	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Richmond	IL
1563	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Blooming Grove	IN
1564	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Huntington	IN

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1565	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Lynn	IN
1566	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Milroy	IN
1567	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Raleigh	IN
1568	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Rushville	IN
1569	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Shelbyville	IN
1570	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Worthington	IN
1571	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Chanute	KS
1572	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Gridley	KS
1573	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER	5357 hopkinsville road	Cadiz	KY
1574	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Guthrie	KY
1575	OTHER SITES: AG-CHEM SITES	DISTRICT OFFICE		Hopkinsville	KY
1576	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER	221 duffy street	Pembroke	KY
1577	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Franklinton	LA
1578	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER	25 elm street	South Deerfield	MA
1579	OTHER SITES: AG-CHEM SITES	REGIONAL OFFICE		W. Springfield	MA
1580	OTHER SITES: AG-CHEM SITES	WAREHOUSE		West Concord	MA
1581	OTHER SITES: AG-CHEM SITES	FARM CENTER	1003 hope road	Centreville	MD
1582	OTHER SITES: AG-CHEM SITES	MAINTENANCE AND EQUIPMENT CENTER		Centreville	MD
1583	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Chaptico	MD
1584	OTHER SITES: AG-CHEM SITES	FARM CENTER	499 south cross street	Chestertown	MD
1585	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Easton	MD
1586	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Hickman	MD
1587	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER	1221 bruceville road	Keymar	MD
1588	OTHER SITES: AG-CHEM SITES	FARM CENTER	12200 massey road, route 2999	Massey	MD
1589	OTHER SITES: AG-CHEM SITES	FARM CENTER		Mt. Airy	MD
1590	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Powellville	MD
1591	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Preston	MD
1592	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Queen Ann	MD
1593	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Reliance	MD
1594	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Rigley	MD
1595	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Secretary	MD
1596	OTHER SITES: AG-CHEM SITES	FARM CENTER		Waldorf	MD

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1597	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Westover	MD
1598	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Whitehall	MD
1599	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Hudson	MI
1600	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER	540 atlantic avenue east	Dassel	MN
1601	OTHER SITES: AG-CHEM SITES	LAND		Garvin	MN
1602	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Norwood	MN
1603	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Randolph	MN
1604	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Wabasso	MN
1605	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER	2 north renville street	Winthrop	MN
1606	OTHER SITES: AG-CHEM SITES	REGIONAL OFFICE		Jackson	MS
1607	OTHER SITES: AG-CHEM SITES	FARM CENTER		Lucedale	MS
1608	OTHER SITES: AG-CHEM SITES	FARM CENTER		Macon	MS
1609	OTHER SITES: AG-CHEM SITES	MAINTENANCE AND EQUIPMENT CENTER		Vicksburg	MS
1610	OTHER SITES: AG-CHEM SITES	FARM CENTER		Aurelian Springs	NC
1611	OTHER SITES: AG-CHEM SITES	FARM CENTER		Ayden	NC
1612	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Bessemer City	NC
1613	OTHER SITES: AG-CHEM SITES	WAREHOUSE		China Grove	NC
1614	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Clarendon	NC
1615	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Como	NC
1616	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Conway	NC
1617	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Davidson	NC
1618	OTHER SITES: AG-CHEM SITES	FARM CENTER		Enfield	NC
1619	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Fairbluff	NC
1620	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Gaston	NC
1621	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Goldsboro	NC
1622	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Harrelsville	NC
1623	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Kinston	NC
1624	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Liberty	NC
1625	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Minturn	NC
1626	OTHER SITES: AG-CHEM SITES	WAREHOUSE	1302 10th avenue	Monroe	NC
1627	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Mt. Olive	NC
1628	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		New Bern	NC

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1629	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Newport	NC
1630	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Newton Grove	NC
1631	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Orrum	NC
1632	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Pantego	NC
1633	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Pikeville	NC
1634	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Princeton	NC
1635	OTHER SITES: AG-CHEM SITES	FARM CENTER		Red Oak	NC
1636	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Rich Square	NC
1637	OTHER SITES: AG-CHEM SITES	FARM CENTER		Robersonville	NC
1638	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Shelby	NC
1639	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Tyner	NC
1640	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Warsaw	NC
1641	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Williamston	NC
1642	OTHER SITES: AG-CHEM SITES	LAND		Woodland	NC
1643	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		North Walpole	NH
1644	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Aura	NJ
1645	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Cohansey	NJ
1646	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Cranbury	NJ
1647	OTHER SITES: AG-CHEM SITES	FARM CENTER		Dover	NJ
1648	OTHER SITES: AG-CHEM SITES	LAND		Dover	NJ
1649	OTHER SITES: AG-CHEM SITES	LAND		Jamesburg	NJ
1650	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Jamesburg	NJ
1651	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Ringoes	NJ
1652	OTHER SITES: AG-CHEM SITES	LAND		Swedesboro	NJ
1653	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Swedesboro	NJ
1654	OTHER SITES: AG-CHEM SITES	FARM CENTER		Vineland	NJ
1655	OTHER SITES: AG-CHEM SITES	LAND		Vineland	NJ
1656	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Albion	NY
1657	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER	3530 route 343	Amenia	NY
1658	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Cato	NY
1659	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Chatham	NY
1660	OTHER SITES: AG-CHEM SITES	LAND		Eagle Harbor	NY

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
1661	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Elba	NY
1662	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Fonda	NY
1663	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Goshen	NY
1664	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Hamlin	NY
1665	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Lawtons	NY
1666	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Nattituck	NY
1667	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER	welcher road	Newark	NY
1668	OTHER SITES: AG-CHEM SITES	LAND		North Collins	NY
1669	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Salem	NY
1670	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Schoharie	NY
1671	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER	1834 spangler road ne	Canton	OH
1672	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Delta	OH
1673	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Mt. Gilead	OH
1674	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Union City	OH
1675	OTHER SITES: AG-CHEM SITES	WAREHOUSE		W. Alexandria	OH
1676	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Antlers	OK
1677	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Boynton	OK
1678	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Dustin	OK
1679	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Ft. Cobb	OK
1680	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Haskell	OK
1681	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Poteau	OK
1682	OTHER SITES: AG-CHEM SITES	DISTRICT OFFICE		Pryor	OK
1683	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Sulphur	OK
1684	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Talahina	OK
1685	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Atglen	PA
1686	OTHER SITES: AG-CHEM SITES	FARM CENTER	41 greenleaf road	Bloomsburg	PA
1687	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Everett	PA
1688	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Germansville	PA
1689	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Holland	PA
1690	OTHER SITES: AG-CHEM SITES	FARM CENTER		Honeybrook	PA
1691	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Martinsburg	PA
1692	OTHER SITES: AG-CHEM SITES	WAREHOUSE		McConnellsburg	PA

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1693	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Millersville	PA
1694	OTHER SITES: AG-CHEM SITES	FARM CENTER	milnor road route 4	Milnor (also referred to as Greencastle)	PA
1695	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Pottstown	PA
1696	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Russellville	PA
1697	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Soudertown	PA
1698	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		West Kingston	RI
1699	OTHER SITES: AG-CHEM SITES	FARM CENTER		Aiken	SC
1700	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Allendale	SC
1701	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Bowman	SC
1702	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Burton	SC
1703	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Cameron	SC
1704	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Darlington	SC
1705	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Dazell	SC
1706	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Eastover	SC
1707	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Elko	SC
1708	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Erhardt	SC
1709	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Eutawville	SC
1710	OTHER SITES: AG-CHEM SITES	FARM CENTER AND MAINTENANCE/EQUIPMENT CENTER		Florence	SC
1711	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Gaston	SC
1712	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Islandton	SC
1713	OTHER SITES: AG-CHEM SITES	FARM CENTER		Kingstree	SC
1714	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Lake City	SC
1715	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Leesville	SC
1716	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Little Mountain	SC
1717	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Lone Star	SC
1718	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Loris	SC
1719	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Martin	SC
1720	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Nesmeth	SC
1721	OTHER SITES: AG-CHEM SITES	WAREHOUSE		North	SC
1722	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Owesgo	SC
1723	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Pelion	SC
1724	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Rockhill	SC

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1725	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Saluda	SC
1726	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Sumpter	SC
1727	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Swansea	SC
1728	OTHER SITES: AG-CHEM SITES	FARM CENTER		Sycamore	SC
1729	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Timmonsville	SC
1730	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Walterboro	SC
1731	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Cedar Hill	TN
1732	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER	highway 902	Dorchester	TX
1733	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Courtland	VA
1734	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Danville	VA
1735	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Maurertown	VA
1736	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Mt. Sidney	VA
1737	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Mt. Solon	VA
1738	OTHER SITES: AG-CHEM SITES	WAREHOUSE		South Hill	VA
1739	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Stuarts Draft	VA
1740	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Waverly	VA
1741	OTHER SITES: AG-CHEM SITES	WAREHOUSE		White Post	VA
1742	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER	231 lenoir drive	Winchester	VA
1743	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Bradford	VT
1744	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Vergennes	VT
1745	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Brandon	WI
1746	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER	101 n. third street	Darien	WI
1747	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Livingston	WI
1748	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER	305 w. commercial drive	Lone Rock	WI
1749	OTHER SITES: AG-CHEM SITES	REGIONAL OFFICE		Madison	WI
1750	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER	1302 10th avenue	Monroe	WI
1751	OTHER SITES: AG-CHEM SITES	MAINTENANCE AND EQUIPMENT CENTER		Portage	WI
1752	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER	13501 old highway 11	Sturtevant	WI
1753	OTHER SITES: MINING SITES	Mineral Springs		Howard	AR
1754	OTHER SITES: MINING SITES	Newton County		Newton	AR
1755	OTHER SITES: MINING SITES	East Cameron		Sebastian	AR
1756	OTHER SITES: MINING SITES	Ft. Smith		Sebastian	AR

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1757	OTHER SITES: MINING SITES	Wilkem Project		Sebastian	AR
1758	OTHER SITES: MINING SITES	Bates		Sebastian/ Scott	AR
1759	OTHER SITES: MINING SITES	Maps/Correspondence (transferred to American Coal)		Sebastian/ Scott	AR
1760	OTHER SITES: MINING SITES	NW CARRIZO PROJECT		Apache	AZ
1761	OTHER SITES: MINING SITES	RATTLESNAKE AREA		Apache	AZ
1762	OTHER SITES: MINING SITES	Ft. Bowie		Cochise	AZ
1763	OTHER SITES: MINING SITES	Middlemarch		Cochise	AZ
1764	OTHER SITES: MINING SITES	Mt. Glenn		Cochise	AZ
1765	OTHER SITES: MINING SITES	WHETSTONE MTS		Cochise	AZ
1766	OTHER SITES: MINING SITES	WHETSTONE PROJECT		Cochise County	AZ
1767	OTHER SITES: MINING SITES	Copper Springs		Gila	AZ
1768	OTHER SITES: MINING SITES	DRIPPING SPRINGS I		Gila	AZ
1769	OTHER SITES: MINING SITES	GRANITE POINT AREA		Gila	AZ
1770	OTHER SITES: MINING SITES	SIERRA ANCHA		Gila	AZ
1771	OTHER SITES: MINING SITES	DRY MOUNTAIN		Graham	AZ
1772	OTHER SITES: MINING SITES	SAFFORD		Graham	AZ
1773	OTHER SITES: MINING SITES	Bouse		La Paz	AZ
1774	OTHER SITES: MINING SITES	BLACK NO.1 MINE (FLAG NO.2)		Lukachukai	AZ
1775	OTHER SITES: MINING SITES	BLACK NO.2 (WEST)		Lukachukai	AZ
1776	OTHER SITES: MINING SITES	BLACK NO.2 MINE (BARE ROCK MESA)		Lukachukai	AZ
1777	OTHER SITES: MINING SITES	DAN PHILLIPS		Lukachukai	AZ
1778	OTHER SITES: MINING SITES	David Phillips		Lukachukai	AZ
1779	OTHER SITES: MINING SITES	Edward McCabe		Lukachukai	AZ
1780	OTHER SITES: MINING SITES	FLAG MESA- BLACK #1		Lukachukai	AZ
1781	OTHER SITES: MINING SITES	FLAG MESA- HENRY #1		Lukachukai	AZ
1782	OTHER SITES: MINING SITES	FLAG NO.1 MINE		Lukachukai	AZ
1783	OTHER SITES: MINING SITES	HENRY PHILLIPS MINE		Lukachukai	AZ
1784	OTHER SITES: MINING SITES	KNIFE EDGE MESA		Lukachukai	AZ
1785	OTHER SITES: MINING SITES	KOLEY BLACK #2		Lukachukai	AZ
1786	OTHER SITES: MINING SITES	MESA I 1/2- L 8667		Lukachukai	AZ
1787	OTHER SITES: MINING SITES	MESA I 1/2 MINE		Lukachukai	AZ
1788	OTHER SITES: MINING SITES	MESA I 1/2, WEST MINE		Lukachukai	AZ

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1789	OTHER SITES: MINING SITES	MESA I 1/4 MINE		Lukachukai	AZ
1790	OTHER SITES: MINING SITES	MESA I 1/4 P 150		Lukachukai	AZ
1791	OTHER SITES: MINING SITES	MESA I 3/4		Lukachukai	AZ
1792	OTHER SITES: MINING SITES	MESA I 3/4 INCLINE		Lukachukai	AZ
1793	OTHER SITES: MINING SITES	MESA I 3/4 MINE NO. 2, P150		Lukachukai	AZ
1794	OTHER SITES: MINING SITES	MESA I MINE NO. 10		Lukachukai	AZ
1795	OTHER SITES: MINING SITES	MESA I MINE NO. 11		Lukachukai	AZ
1796	OTHER SITES: MINING SITES	MESA I MINE NO. 12		Lukachukai	AZ
1797	OTHER SITES: MINING SITES	MESA I MINE NO. 13		Lukachukai	AZ
1798	OTHER SITES: MINING SITES	MESA I MINE NO. 14		Lukachukai	AZ
1799	OTHER SITES: MINING SITES	MESA I MINE NO. 15		Lukachukai	AZ
1800	OTHER SITES: MINING SITES	MESA I, MINE 12 A		Lukachukai	AZ
1801	OTHER SITES: MINING SITES	MESA I, MINE 14A		Lukachukai	AZ
1802	OTHER SITES: MINING SITES	MESA I, MINE 16		Lukachukai	AZ
1803	OTHER SITES: MINING SITES	MESA I, MINE 22		Lukachukai	AZ
1804	OTHER SITES: MINING SITES	MESA I, MINE 23		Lukachukai	AZ
1805	OTHER SITES: MINING SITES	MESA I, MINE 24		Lukachukai	AZ
1806	OTHER SITES: MINING SITES	MESA II - L 8666 & 8667		Lukachukai	AZ
1807	OTHER SITES: MINING SITES	MESA II - MINE 4		Lukachukai	AZ
1808	OTHER SITES: MINING SITES	MESA II 1/2 - L 8666		Lukachukai	AZ
1809	OTHER SITES: MINING SITES	MESA II 1/2 INCLINE		Lukachukai	AZ
1810	OTHER SITES: MINING SITES	MESA II 1/2- P 21		Lukachukai	AZ
1811	OTHER SITES: MINING SITES	MESA II 1/2, MINE 4		Lukachukai	AZ
1812	OTHER SITES: MINING SITES	MESA II I/2, MINE 1		Lukachukai	AZ
1813	OTHER SITES: MINING SITES	MESA II MINE 3		Lukachukai	AZ
1814	OTHER SITES: MINING SITES	MESA II PIT		Lukachukai	AZ
1815	OTHER SITES: MINING SITES	MESA II, MINE NO. 1, P-150		Lukachukai	AZ
1816	OTHER SITES: MINING SITES	MESA II, MINES NO. 1 (P-21)		Lukachukai	AZ
1817	OTHER SITES: MINING SITES	MESA II, MINES NO. 2 (P-21)		Lukachukai	AZ
1818	OTHER SITES: MINING SITES	MESA III - P 93		Lukachukai	AZ
1819	OTHER SITES: MINING SITES	MESA III MINE		Lukachukai	AZ
1820	OTHER SITES: MINING SITES	MESA IV 1/2 MINE (1212 MINE)		Lukachukai	AZ

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1821	OTHER SITES: MINING SITES	MESA IV 1/2- P57		Lukachukai	AZ
1822	OTHER SITES: MINING SITES	MESA IV L8666		Lukachukai	AZ
1823	OTHER SITES: MINING SITES	MESA IV MINE		Lukachukai	AZ
1824	OTHER SITES: MINING SITES	MESA IV MINE NO. 2		Lukachukai	AZ
1825	OTHER SITES: MINING SITES	MESA IV WEST MINE		Lukachukai	AZ
1826	OTHER SITES: MINING SITES	MESA IV, MINE NO. 3		Lukachukai	AZ
1827	OTHER SITES: MINING SITES	MESA V - L 8666		Lukachukai	AZ
1828	OTHER SITES: MINING SITES	MESA V ADIT (MINE 1)		Lukachukai	AZ
1829	OTHER SITES: MINING SITES	MESA V INCLINE (MINE2)		Lukachukai	AZ
1830	OTHER SITES: MINING SITES	MESA V MINE		Lukachukai	AZ
1831	OTHER SITES: MINING SITES	MESA VI MINE		Lukachukai	AZ
1832	OTHER SITES: MINING SITES	Mike Brodie		Lukachukai	AZ
1833	OTHER SITES: MINING SITES	Peter Fred Yazzie		Lukachukai	AZ
1834	OTHER SITES: MINING SITES	Section 32 (15N-11W) (NE114, D. Begay allotment) mined through Moe #5 decline		Lukachukai	AZ
1835	OTHER SITES: MINING SITES	SIMPSON NO. 181		Lukachukai	AZ
1836	OTHER SITES: MINING SITES	STEP MESA MINE		Lukachukai	AZ
1837	OTHER SITES: MINING SITES	TOM JOE		Lukachukai	AZ
1838	OTHER SITES: MINING SITES	TOMMY JAMES MINE		Lukachukai	AZ
1839	OTHER SITES: MINING SITES	Belmont		Maricopa	AZ
1840	OTHER SITES: MINING SITES	Vekol		Maricopa	AZ
1841	OTHER SITES: MINING SITES	HUALPAI MT.		Mohave	AZ
1842	OTHER SITES: MINING SITES	ODELL RANCH		Mohave	AZ
1843	OTHER SITES: MINING SITES	HUALPAI MOUNTAINS PROSPECT		Mohave County	AZ
1844	OTHER SITES: MINING SITES	Las Gujas		Pima	AZ
1845	OTHER SITES: MINING SITES	MINING SITE		Pima	AZ
1846	OTHER SITES: MINING SITES	Bloodsucker Wash		Pinal	AZ
1847	OTHER SITES: MINING SITES	Durham Hills		Pinal	AZ
1848	OTHER SITES: MINING SITES	Friendly Corners		Pinal	AZ
1849	OTHER SITES: MINING SITES	Granite Mt.		Pinal	AZ
1850	OTHER SITES: MINING SITES	Kelvin		Pinal	AZ
1851	OTHER SITES: MINING SITES	Poston Butte		Pinal	AZ

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1852	OTHER SITES: MINING SITES	San Manuel-North		Pinal	AZ
1853	OTHER SITES: MINING SITES	Three Buttes		Pinal	AZ
1854	OTHER SITES: MINING SITES	SUMMIT DISTRICT		Pinal	AZ
1855	OTHER SITES: MINING SITES	Harshaw Area		Santa Cruz	AZ
1856	OTHER SITES: MINING SITES	Ivanhoe		Santa Cruz	AZ
1857	OTHER SITES: MINING SITES	Thunder Mt. (Sunnyside)		Santa Cruz	AZ
1858	OTHER SITES: MINING SITES	Washington-Duquesne		Santa Cruz	AZ
1859	OTHER SITES: MINING SITES	THUNDER MOUNTAIN PROSPECT		Santa Cruz County	AZ
1860	OTHER SITES: MINING SITES	TSE TAH MINES	MINING	Tse Tah	AZ
1861	OTHER SITES: MINING SITES	BLOCK K		Tse Tah	AZ
1862	OTHER SITES: MINING SITES	BRODIE 1		Tse Tah	AZ
1863	OTHER SITES: MINING SITES	BAGDAD		Yavapai	AZ
1864	OTHER SITES: MINING SITES	COTTONWOOD		Yavapai	AZ
1865	OTHER SITES: MINING SITES	HILLSIDE PROJECT		Yavapai	AZ
1866	OTHER SITES: MINING SITES	HUMBUG		Yavapai	AZ
1867	OTHER SITES: MINING SITES	MONTEZUMA		Yavapai	AZ
1868	OTHER SITES: MINING SITES	HILLSIDE PROJECT		Yavapai County	AZ
1869	OTHER SITES: MINING SITES	QUARTZITE PROSPECT		Yuma	AZ
1870	OTHER SITES: MINING SITES	RED MOUNTAIN SITE	FORMER MINERALS EXPLORATION		AZ
1871	OTHER SITES: MINING SITES	MONUMENT VALLEY			AZ
1872	OTHER SITES: MINING SITES	Ace		Inyo	CA
1873	OTHER SITES: MINING SITES	Inyo		Inyo	CA
1874	OTHER SITES: MINING SITES	North Searles Valley		Inyo	CA
1875	OTHER SITES: MINING SITES	Owens Lake		Inyo	CA
1876	OTHER SITES: MINING SITES	Panamint Valley		Inyo	CA
1877	OTHER SITES: MINING SITES	Ratcliff Mine		Inyo	CA
1878	OTHER SITES: MINING SITES	Rand Project		Kern	CA
1879	OTHER SITES: MINING SITES	coulterville		Mariposa	CA
1880	OTHER SITES: MINING SITES	MONO LAKE		Mono	CA
1881	OTHER SITES: MINING SITES	Gravel Hills		San Bernadino	CA
1882	OTHER SITES: MINING SITES	Harvard Hills/Lavic		San Bernadino	CA
1883	OTHER SITES: MINING SITES	Searles Lake		San Bernadino	CA

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1884	OTHER SITES: MINING SITES	Downieville		Sierra	CA
1885	OTHER SITES: MINING SITES	Hornbrook		Siskiyou	CA
1886	OTHER SITES: MINING SITES	Juniper Ur Mine, Sonora Mining District		Tuolumne	CA
1887	OTHER SITES: MINING SITES	COPPER ROCK		Boulder	CO
1888	OTHER SITES: MINING SITES	PORPHYRY MT./JAMESTOWN		Boulder	CO
1889	OTHER SITES: MINING SITES	SISK PROSPECT		Boulder	CO
1890	OTHER SITES: MINING SITES	Empire Area		Clear Creek	CO
1891	OTHER SITES: MINING SITES	SPANISH BAR		Clear Creek	CO
1892	OTHER SITES: MINING SITES	N. WET MT.		Custer	CO
1893	OTHER SITES: MINING SITES	S. WEST MT.		Custer	CO
1894	OTHER SITES: MINING SITES	DELORES CANYON		Delores	CO
1895	OTHER SITES: MINING SITES	Cedaredge		Delta	CO
1896	OTHER SITES: MINING SITES	East Colorado Springs		El Paso	CO
1897	OTHER SITES: MINING SITES	COTOPAXI FAULT		Fremont	CO
1898	OTHER SITES: MINING SITES	LAST CHANCE MINE		Fremont	CO
1899	OTHER SITES: MINING SITES	PLEASANT VALLEY FAULT		Fremont	CO
1900	OTHER SITES: MINING SITES	TALLAHASSEE CREEK		Fremont	CO
1901	OTHER SITES: MINING SITES	TEXAS CREEK		Fremont	CO
1902	OTHER SITES: MINING SITES	Grand Hogback		Garfield/Rio Blanco	CO
1903	OTHER SITES: MINING SITES	BANTA HILL		Gilpin	CO
1904	OTHER SITES: MINING SITES	Banta Hill		Gilpin	CO
1905	OTHER SITES: MINING SITES	TOLLAND		Gilpin	CO
1906	OTHER SITES: MINING SITES	Colorado School of Mines research Institute		Golden	CO
1907	OTHER SITES: MINING SITES	PARSHALL/HOT SULPHUR SPRINGS		Grand	CO
1908	OTHER SITES: MINING SITES	MCINTOSH MT.		Gunnison	CO
1909	OTHER SITES: MINING SITES	TOMICHI CREEK		Gunnison	CO
1910	OTHER SITES: MINING SITES	COTTONWOOD GULCH		Gunnison/ Saguache	CO
1911	OTHER SITES: MINING SITES	NORTH TRINIDAD PROJECT-BEULAH		Huerfana/Las Animas/Pueblo	CO
1912	OTHER SITES: MINING SITES	Coalmont		Jackson	CO
1913	OTHER SITES: MINING SITES	North Park Area		Jackson	CO
1914	OTHER SITES: MINING SITES	RED CANYON		Jackson	CO
1915	OTHER SITES: MINING SITES	ASCENSION		Jefferson	CO

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
1916	OTHER SITES: MINING SITES	PURGATORIE CANYON		La Plata	CO
1917	OTHER SITES: MINING SITES	Empire Mine		Larimer	CO
1918	OTHER SITES: MINING SITES	Cameo		Mesa	CO
1919	OTHER SITES: MINING SITES	Blue Mt.		Moffat	CO
1920	OTHER SITES: MINING SITES	Craig-Lay-Mabell		Moffat	CO
1921	OTHER SITES: MINING SITES	North Craig		Moffat	CO
1922	OTHER SITES: MINING SITES	Baggs		Moffat/Carbon	CO
1923	OTHER SITES: MINING SITES	Green River-Hams Fork Region		Moffat/Routt	CO
1924	OTHER SITES: MINING SITES	MOFFAT COUNTY		Moffat/Routt	CO
1925	OTHER SITES: MINING SITES	Williams Fort Mts.		Moffat/Routt	CO
1926	OTHER SITES: MINING SITES	LITTLE GYPSUM		Montrose	CO
1927	OTHER SITES: MINING SITES	CLAY CREEK		Montrose/ San Miguel	CO
1928	OTHER SITES: MINING SITES	ANTERO BASIN		Park	CO
1929	OTHER SITES: MINING SITES	LIN PROSPECT/KENOSHA PASS		Park	CO
1930	OTHER SITES: MINING SITES	LINIGER LAKE		Park	CO
1931	OTHER SITES: MINING SITES	Meeker Area		Rio Blanco	CO
1932	OTHER SITES: MINING SITES	THORNBURG		Rio Blanco	CO
1933	OTHER SITES: MINING SITES	COLUMBINE		Routt	CO
1934	OTHER SITES: MINING SITES	Steamboat Springs		Routt	CO
1935	OTHER SITES: MINING SITES	Danfort Hills		Routt/Rio Blanco	CO
1936	OTHER SITES: MINING SITES	BLACK SAGE PASS		Saguache	CO
1937	OTHER SITES: MINING SITES	GRAVEYARD GULCH		Saguache	CO
1938	OTHER SITES: MINING SITES	GUNNISON MINING		Saguache	CO
1939	OTHER SITES: MINING SITES	PONCHA CREEK		Saguache	CO
1940	OTHER SITES: MINING SITES	SUMMIT CANYON		San Miguel	CO
1941	OTHER SITES: MINING SITES	CRIPPLE CREEK		Teller	CO
1942	OTHER SITES: MINING SITES	Roggen		Weld/Morgan	CO
1943	OTHER SITES: MINING SITES	BEAVER MESA			CO
1944	OTHER SITES: MINING SITES	DELTA/MONTROSE/ WESTERWATER			CO
1945	OTHER SITES: MINING SITES	LADWIG			CO
1946	OTHER SITES: MINING SITES	Red Mountain, CO			CO
1947	OTHER SITES: MINING SITES	LaCrosse		Alchua	FL

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1948	OTHER SITES: MINING SITES	Baker		Baker	FL
1949	OTHER SITES: MINING SITES	Brooker		Bradford	FL
1950	OTHER SITES: MINING SITES	McDavid Property		Bradford	FL
1951	OTHER SITES: MINING SITES	North Lake City		Columbia	FL
1952	OTHER SITES: MINING SITES	Osceola Forest		Columbia	FL
1953	OTHER SITES: MINING SITES	Brewster Phosphate		Florida - Bradford, Columbia, Hillsboro, Hamilton, Manatee, Polk, Union & others	FL
1954	OTHER SITES: MINING SITES	Lonesome Mine		Hillsboro	FL
1955	OTHER SITES: MINING SITES	Sidney Mine Site		Hillsboro	FL
1956	OTHER SITES: MINING SITES	Hillsborough		Hillsborough	FL
1957	OTHER SITES: MINING SITES	Jameson Block		Manatee	FL
1958	OTHER SITES: MINING SITES	Yulee Prospect		Nassau	FL
1959	OTHER SITES: MINING SITES	Baugh Block		Polk	FL
1960	OTHER SITES: MINING SITES	Suwannee		Suwannee	FL
1961	OTHER SITES: MINING SITES	Dukes Phosphate		Union	FL
1962	OTHER SITES: MINING SITES	North Florida			FL
1963	OTHER SITES: MINING SITES	Fendig Area		Brantley	GA
1964	OTHER SITES: MINING SITES	Hoboken E		Brantley	GA
1965	OTHER SITES: MINING SITES	Lulation Project		Brantley	GA
1966	OTHER SITES: MINING SITES	Oak Level Project		Bryan	GA
1967	OTHER SITES: MINING SITES	Hazard Neck/Union Camp		Camden	GA
1968	OTHER SITES: MINING SITES	Burnt Fort W		Charlton	GA
1969	OTHER SITES: MINING SITES	Folkston Tract/Union Camp		Charlton	GA
1970	OTHER SITES: MINING SITES	Chatham		Chatham	GA
1971	OTHER SITES: MINING SITES	Tybee/L. Tybee Islands		Chatham	GA
1972	OTHER SITES: MINING SITES	Altama Area		Glynn	GA
1973	OTHER SITES: MINING SITES	Sunbury Project		Liberty	GA
1974	OTHER SITES: MINING SITES	Ludowici Project		Long	GA
1975	OTHER SITES: MINING SITES	Lowndes County Block		Lowndes	GA
1976	OTHER SITES: MINING SITES	Darian		McIntosh	GA
1977	OTHER SITES: MINING SITES	McIntosh County		McIntosh	GA
1978	OTHER SITES: MINING SITES	Mt. Plesant Project		Wayen	GA

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1979	OTHER SITES: MINING SITES	S. Jesup Area		Wayne	GA
1980	OTHER SITES: MINING SITES	Caribou County		Caribou	ID
1981	OTHER SITES: MINING SITES	Soda Springs		Caribou	ID
1982	OTHER SITES: MINING SITES	STANLEY BASIN		Custer	ID
1983	OTHER SITES: MINING SITES	Orogrande		Idaho	ID
1984	OTHER SITES: MINING SITES	Petzite Project		Idaho	ID
1985	OTHER SITES: MINING SITES	IXL		Washington	ID
1986	OTHER SITES: MINING SITES	Spring Valley Area		Bureau	IL
1987	OTHER SITES: MINING SITES	Royal		Champaign/ Vermillion	IL
1988	OTHER SITES: MINING SITES	GALATIA MINE SITE		Galatia	IL
1989	OTHER SITES: MINING SITES	Galatia (transferred to American Coal)		Hamilton/ Saline	IL
1990	OTHER SITES: MINING SITES	Hamilton-Saline		Hamilton/ Saline	IL
1991	OTHER SITES: MINING SITES	Flourspar District		Johnson/ Pope/ Saline	IL
1992	OTHER SITES: MINING SITES	Oglesby		LaSalle/Putnam	IL
1993	OTHER SITES: MINING SITES	Granville		Putnam	IL
1994	OTHER SITES: MINING SITES	Danville-Royal		Vermillion	IL
1995	OTHER SITES: MINING SITES	Dubois		Washington	IL
1996	OTHER SITES: MINING SITES	Griffin Burn Station Site		Griffin	IN
1997	OTHER SITES: MINING SITES	Oswego Area		Cherokee/ Labette	KS
1998	OTHER SITES: MINING SITES	Kansas Zinc		Kansas	KS
1999	OTHER SITES: MINING SITES	Linn County		Linn	KS
2000	OTHER SITES: MINING SITES	Newton County		Newton	KS
2001	OTHER SITES: MINING SITES	Eastern Kansas			KS
2002	OTHER SITES: MINING SITES	Maxey Flats			KY
2003	OTHER SITES: MINING SITES	LIBERTY MINE		Frederick	MD
2004	OTHER SITES: MINING SITES	MOLL OCKETT FAULT		Oxford	ME
2005	OTHER SITES: MINING SITES	EVERGREEN		Oxford/Cumberland	ME
2006	OTHER SITES: MINING SITES	WILSON STREAM		Washington	ME
2007	OTHER SITES: MINING SITES	HURON RIVER		Baraga	MI
2008	OTHER SITES: MINING SITES	NORTHEAST TAYLOR		Baraga	MI
2009	OTHER SITES: MINING SITES	REID		Baraga	MI
2010	OTHER SITES: MINING SITES	Tunis		Baraga	MI

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2011	OTHER SITES: MINING SITES	EAST RANGE INPUT AREA		Dickinson	MI
2012	OTHER SITES: MINING SITES	Fitzgerald Creek		Dickinson	MI
2013	OTHER SITES: MINING SITES	HARDWOOD		Dickinson	MI
2014	OTHER SITES: MINING SITES	Banner		Gogebic	MI
2015	OTHER SITES: MINING SITES	Cisco Branch		Gogebic	MI
2016	OTHER SITES: MINING SITES	King Lake		Gogebic	MI
2017	OTHER SITES: MINING SITES	Misty Lake		Gogebic	MI
2018	OTHER SITES: MINING SITES	Presque Isle River		Gogebic	MI
2019	OTHER SITES: MINING SITES	Winegar		Gogebic	MI
2020	OTHER SITES: MINING SITES	Amasa		Iron	MI
2021	OTHER SITES: MINING SITES	Dead River East		Marquette	MI
2022	OTHER SITES: MINING SITES	Dead River West		Marquette	MI
2023	OTHER SITES: MINING SITES	Deer Lake		Marquette	MI
2024	OTHER SITES: MINING SITES	GREEN CREEK		Marquette	MI
2025	OTHER SITES: MINING SITES	Nash Creek		Marquette	MI
2026	OTHER SITES: MINING SITES	STURGEON RIVER		Marquette	MI
2027	OTHER SITES: MINING SITES	East Range/ Nathan		Menominee	MI
2028	OTHER SITES: MINING SITES	Miscauna Creek		Menominee	MI
2029	OTHER SITES: MINING SITES	Nadeau		Menominee	MI
2030	OTHER SITES: MINING SITES	Lordsburg-San Simon		Hildalgo	MN
2031	OTHER SITES: MINING SITES	Birchdale		Koochiching	MN
2032	OTHER SITES: MINING SITES	Ranier		Koochiching	MN
2033	OTHER SITES: MINING SITES	Burntside		St. Louis	MN
2034	OTHER SITES: MINING SITES	Cook-Tower		St. Louis	MN
2035	OTHER SITES: MINING SITES	Foss Lake		St. Louis	MN
2036	OTHER SITES: MINING SITES	Murray		St. Louis	MN
2037	OTHER SITES: MINING SITES	Pike Bay		St. Louis	MN
2038	OTHER SITES: MINING SITES	Spaulding		St. Louis	MN
2039	OTHER SITES: MINING SITES	Vermillion / Mud Lake		St. Louis	MN
2040	OTHER SITES: MINING SITES	Vermillion/ Larue		St. Louis	MN
2041	OTHER SITES: MINING SITES	Echo Trail Area			MN
2042	OTHER SITES: MINING SITES	LaCrois & Kwishiwi Rager Districts			MN

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2043	OTHER SITES: MINING SITES	Superior National Forest			MN
2044	OTHER SITES: MINING SITES	Sheldon-Bellamy		Barton/Vernon	MO
2045	OTHER SITES: MINING SITES	SE Missouri Regional		Butler/Carter/Reynolds /Shannon/Wayne	MO
2046	OTHER SITES: MINING SITES	Cape Girardeau		Cape Girardeau	MO
2047	OTHER SITES: MINING SITES	Van Buren		Carter	MO
2048	OTHER SITES: MINING SITES	Caulfield District		Howell/Ozark	MO
2049	OTHER SITES: MINING SITES	Western Missouri		Regional	MO
2050	OTHER SITES: MINING SITES	Corridon		Reynolds	MO
2051	OTHER SITES: MINING SITES	Ellington Area		Reynolds	MO
2052	OTHER SITES: MINING SITES	Ozark Mine		Reynolds	MO
2053	OTHER SITES: MINING SITES	Paint Rock		Shannon	MO
2054	OTHER SITES: MINING SITES	Spring Valley		Shannon	MO
2055	OTHER SITES: MINING SITES	St. Genevieve County		St. Genevieve	MO
2056	OTHER SITES: MINING SITES	Vernon County		Vernon	MO
2057	OTHER SITES: MINING SITES	Piedmont		Wayne	MO
2058	OTHER SITES: MINING SITES	Belgrade			MO
2059	OTHER SITES: MINING SITES	Williamsville Area			MO
2060	OTHER SITES: MINING SITES	Black Coulee		Big Horn	MT
2061	OTHER SITES: MINING SITES	Decker		Big Horn	MT
2062	OTHER SITES: MINING SITES	Wolfe Mt.		Big Horn	MT
2063	OTHER SITES: MINING SITES	Indian Creek		Broadwater	MT
2064	OTHER SITES: MINING SITES	ALZADA		Carter	MT
2065	OTHER SITES: MINING SITES	BELLE TOWER		Carter	MT
2066	OTHER SITES: MINING SITES	NO BLACK HILLS JV		Carter	MT
2067	OTHER SITES: MINING SITES	NW BLACK HILLS		Carter	MT
2068	OTHER SITES: MINING SITES	Boston Coulee		Cascade	MT
2069	OTHER SITES: MINING SITES	Great Falls		Cascade	MT
2070	OTHER SITES: MINING SITES	Pine Hills		Custer	MT
2071	OTHER SITES: MINING SITES	13 Mile Creek/Fox Lake		Dawson	MT
2072	OTHER SITES: MINING SITES	Hodges-Griffith		Dawson	MT
2073	OTHER SITES: MINING SITES	Pust Coal Bed		Dawson	MT
2074	OTHER SITES: MINING SITES	W. CEDAR CREEK		Fallon/Wibaux	MT

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2075	OTHER SITES: MINING SITES	Blackfeet-Valier		Glacier/Ponderosa	MT
2076	OTHER SITES: MINING SITES	Revenue Flats		Madison	MT
2077	OTHER SITES: MINING SITES	Goose Lake		Park	MT
2078	OTHER SITES: MINING SITES	Otter Creek		Powder River	MT
2079	OTHER SITES: MINING SITES	Pumpkin Creek		Powder River	MT
2080	OTHER SITES: MINING SITES	Custer Forest		Powder River/Rosebud	MT
2081	OTHER SITES: MINING SITES	Williston & Powder River Basins		regional	MT
2082	OTHER SITES: MINING SITES	Colstrip		Rosebud	MT
2083	OTHER SITES: MINING SITES	Minnesott Ridge		Beaufort/ Pamlico	NC
2084	OTHER SITES: MINING SITES	Hallman-Beam Deposit		Gaston	NC
2085	OTHER SITES: MINING SITES	Kings Mt.		Gaston/ Lincoln	NC
2086	OTHER SITES: MINING SITES	Becker North		Pamlico	NC
2087	OTHER SITES: MINING SITES	Pamlico		Pamlico	NC
2088	OTHER SITES: MINING SITES	Snow Hill		Perquiamans/Chowan	NC
2089	OTHER SITES: MINING SITES	Pierce		Slope	NC
2090	OTHER SITES: MINING SITES	Ukrainia Area		Billings	ND
2091	OTHER SITES: MINING SITES	Manning Project		Billings/Dunn	ND
2092	OTHER SITES: MINING SITES	Bowman Area		Bowman	ND
2093	OTHER SITES: MINING SITES	Bowman-Haley		Bowman	ND
2094	OTHER SITES: MINING SITES	Ives		Bowman/Slope	ND
2095	OTHER SITES: MINING SITES	EAST CEDAR CREEK		Golden Valley/ Slope	ND
2096	OTHER SITES: MINING SITES	Flat Top Mt.		Harding	ND
2097	OTHER SITES: MINING SITES	Waterford City		McKenzie	ND
2098	OTHER SITES: MINING SITES	Mercer County		Mercer	ND
2099	OTHER SITES: MINING SITES	Zenith Project		Stark	ND
2100	OTHER SITES: MINING SITES	BOWMAN LIGNITE			ND
2101	OTHER SITES: MINING SITES	Griffin Burn Station			ND
2102	OTHER SITES: MINING SITES	SADDLE BUTTES			ND
2103	OTHER SITES: MINING SITES	BUFFALO CREEK		Red Willow	NE
2104	OTHER SITES: MINING SITES	CHADRON ARCH		Sheridan	NE
2105	OTHER SITES: MINING SITES	Manchester/ASARCO		Ocean/ Manchester	NJ
2106	OTHER SITES: MINING SITES	BENEVIDEZ RANCH		Bernalillo	NM

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2107	OTHER SITES: MINING SITES	SAN JUAL MESA		Canves/ Roosevelt	NM
2108	OTHER SITES: MINING SITES	N. DATIL MONGOLION VOLCANIC		Catrol	NM
2109	OTHER SITES: MINING SITES	MAYES WASH		Catron	NM
2110	OTHER SITES: MINING SITES	TEJANA MESA		Catron	NM
2111	OTHER SITES: MINING SITES	White City		Eddy	NM
2112	OTHER SITES: MINING SITES	Carlsbad Mining District		Eddy/Lea	NM
2113	OTHER SITES: MINING SITES	Hobbs		Eddy/Lea	NM
2114	OTHER SITES: MINING SITES	CLOVIS POINT COAL MINE		Gillette	NM
2115	OTHER SITES: MINING SITES	JACOBS RANCH COAL MINE		Gillette	NM
2116	OTHER SITES: MINING SITES	Burro Mt. Area		Grant	NM
2117	OTHER SITES: MINING SITES	Hanover Mt.		Grant	NM
2118	OTHER SITES: MINING SITES	HANOVER MINE		Grant County	NM
2119	OTHER SITES: MINING SITES	White Signal		Grant/ Hidalgo	NM
2120	OTHER SITES: MINING SITES	Grant		Grant/ Luna	NM
2121	OTHER SITES: MINING SITES	S BURRO MT.		Grant/ Luna	NM
2122	OTHER SITES: MINING SITES	W. Lordsburg		Hidalgo	NM
2123	OTHER SITES: MINING SITES	POTASH Mines		Hobbs	NM
2124	OTHER SITES: MINING SITES	Tres Hermanas		Luna	NM
2125	OTHER SITES: MINING SITES	Borrego Pass		McKinley	NM
2126	OTHER SITES: MINING SITES	Crownpoint		McKinley	NM
2127	OTHER SITES: MINING SITES	Echo Tank		McKinley	NM
2128	OTHER SITES: MINING SITES	Gallup Embayment		McKinley	NM
2129	OTHER SITES: MINING SITES	Hosta Butte		McKinley	NM
2130	OTHER SITES: MINING SITES	Kerr McGee Pit 31-13-9		McKinley	NM
2131	OTHER SITES: MINING SITES	Lee Mine		McKinley	NM
2132	OTHER SITES: MINING SITES	Mariano-Smith Lake		McKinley	NM
2133	OTHER SITES: MINING SITES	Marquez TVA JV		McKinley	NM
2134	OTHER SITES: MINING SITES	Mexican Springs		McKinley	NM
2135	OTHER SITES: MINING SITES	Pena Ranch		McKinley	NM
2136	OTHER SITES: MINING SITES	Roca Honda		McKinley	NM
2137	OTHER SITES: MINING SITES	San Juan Basin		McKinley	NM
2138	OTHER SITES: MINING SITES	San Mateo Mesa		McKinley	NM

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2139	OTHER SITES: MINING SITES	Section 17		McKinley	NM
2140	OTHER SITES: MINING SITES	Section 19		McKinley	NM
2141	OTHER SITES: MINING SITES	W. Largo		McKinley	NM
2142	OTHER SITES: MINING SITES	Marquez		McKinley/ Sandoval	NM
2143	OTHER SITES: MINING SITES	Poison Canyon		McKinley/ Sandoval	NM
2144	OTHER SITES: MINING SITES	Williams Lease		McKinley/ Sandoval	NM
2145	OTHER SITES: MINING SITES	Chama Basin		Rio Arriba	NM
2146	OTHER SITES: MINING SITES	Chuka Mts.		San Juan	NM
2147	OTHER SITES: MINING SITES	Kerr-McGee Uranium Mine		San Juan	NM
2148	OTHER SITES: MINING SITES	Ojo Alamo		San Juan	NM
2149	OTHER SITES: MINING SITES	Atargue		San Miguel	NM
2150	OTHER SITES: MINING SITES	Triassic		San Miguel	NM
2151	OTHER SITES: MINING SITES	Canada De Los Alamos		Sandoval	NM
2152	OTHER SITES: MINING SITES	E. Rio Puerco/Agua Salada		Sandoval	NM
2153	OTHER SITES: MINING SITES	Nacimiento		Sandoval	NM
2154	OTHER SITES: MINING SITES	Rio Puerco Area		Sandoval	NM
2155	OTHER SITES: MINING SITES	SE Rio Puerco		Sandoval	NM
2156	OTHER SITES: MINING SITES	Eden Valley		Sweetwater	NM
2157	OTHER SITES: MINING SITES	Champion Mine (Copper Hill)		Taos	NM
2158	OTHER SITES: MINING SITES	Hoarce Mesa Prospect		Valencia	NM
2159	OTHER SITES: MINING SITES	Laguna		Valencia	NM
2160	OTHER SITES: MINING SITES	Section 32 (15N-11W) (NE114, D. Begay allotment) mined through Moe #5 decline			NM
2161	OTHER SITES: MINING SITES	Section 33 (15N-11W) Moe #5, West Ranch Mine			NM
2162	OTHER SITES: MINING SITES	Wastewater #1 Mine Water Recovery			NM
2163	OTHER SITES: MINING SITES	Bowl of Fire		Clark	NV
2164	OTHER SITES: MINING SITES	Clark		Clark	NV
2165	OTHER SITES: MINING SITES	Crescent Peak		Clark	NV
2166	OTHER SITES: MINING SITES	Fish Lake		Esmeralda	NV
2167	OTHER SITES: MINING SITES	Rose Creek		Humbolt/ Pershing	NV
2168	OTHER SITES: MINING SITES	Cottonwood Spring Project		Lander	NV
2169	OTHER SITES: MINING SITES	Rocky Canyon		Lander	NV

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2170	OTHER SITES: MINING SITES	Zeno Project		Lander	NV
2171	OTHER SITES: MINING SITES	PIOCHE-CASELTON MINE SITES	T1N, R67 E	Lincoln	NV
2172	OTHER SITES: MINING SITES	PIOCHE-BRISTOL MINE SITES	T3N, R66 E	Lincoln	NV
2173	OTHER SITES: MINING SITES	Pioche (Bristol)		Lincoln	NV
2174	OTHER SITES: MINING SITES	Pioche (Caselton)		Lincoln	NV
2175	OTHER SITES: MINING SITES	East Fork		Lyon/ Mineral	NV
2176	OTHER SITES: MINING SITES	East Walker		Lyon/ Mineral	NV
2177	OTHER SITES: MINING SITES	Red Wash		Lyon/ Mineral	NV
2178	OTHER SITES: MINING SITES	Black Mountain		Mineral	NV
2179	OTHER SITES: MINING SITES	Teel's Marsh		Mineral	NV
2180	OTHER SITES: MINING SITES	Yellow Peak		Mineral	NV
2181	OTHER SITES: MINING SITES	Barcelona		Nye	NV
2182	OTHER SITES: MINING SITES	Meigs		Meigs	OH
2183	OTHER SITES: MINING SITES	Carter		Beckham	OK
2184	OTHER SITES: MINING SITES	Cemet Area		Caddo/Grady/Stephens	OK
2185	OTHER SITES: MINING SITES	Choctaw		Choctaw	OK
2186	OTHER SITES: MINING SITES	Craig		Craig	OK
2187	OTHER SITES: MINING SITES	Weatherford		Custer	OK
2188	OTHER SITES: MINING SITES	NE Oklahoma		Delaware	OK
2189	OTHER SITES: MINING SITES	Choctaw Mine Area		Haskell	OK
2190	OTHER SITES: MINING SITES	Garland		Haskell	OK
2191	OTHER SITES: MINING SITES	Sansbois Creek		Haskell	OK
2192	OTHER SITES: MINING SITES	Stigler (Kinta-Stigler)		Haskell	OK
2193	OTHER SITES: MINING SITES	Arkansas River		Haskell/ Leflore	OK
2194	OTHER SITES: MINING SITES	Cowlington		Haskell/ LeFlore	OK
2195	OTHER SITES: MINING SITES	Enterprise		Haskell/ Pittsburg	OK
2196	OTHER SITES: MINING SITES	Kiowa		Kiowa	OK
2197	OTHER SITES: MINING SITES	Snyder		Kioway/ Tillman	OK
2198	OTHER SITES: MINING SITES	Ft. Smith		LeFlore	OK
2199	OTHER SITES: MINING SITES	Spiro		LeFlore	OK
2200	OTHER SITES: MINING SITES	W. Cameron		LeFlore	OK
2201	OTHER SITES: MINING SITES	Drilling (Regional)		LeFlore/ Sebastian/ Scott	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
2202	OTHER SITES: MINING SITES	Porum		Muskogee	OK
2203	OTHER SITES: MINING SITES	Morris		Okmulgee	OK
2204	OTHER SITES: MINING SITES	Lone Jack		Pawnee	OK
2205	OTHER SITES: MINING SITES	McAlester		Pittsburg	OK
2206	OTHER SITES: MINING SITES	Sequoyah		Sequoyah	OK
2207	OTHER SITES: MINING SITES	Wagnor		Waggoner	OK
2208	OTHER SITES: MINING SITES	Arbuckle Mts.			OK
2209	OTHER SITES: MINING SITES	Gore, OK			OK
2210	OTHER SITES: MINING SITES	N. Wichita Mt.			OK
2211	OTHER SITES: MINING SITES	Vanoss Prospect			OK
2212	OTHER SITES: MINING SITES	Fairchance		Fayette	PA
2213	OTHER SITES: MINING SITES	Pritchardville		Beaufort/ Pamlico	SC
2214	OTHER SITES: MINING SITES	Cainhoy South/North		Berkeley/ Charleston	SC
2215	OTHER SITES: MINING SITES	Adams Run		Charleston	SC
2216	OTHER SITES: MINING SITES	Awendaw		Charleston	SC
2217	OTHER SITES: MINING SITES	McClellanville		Charleston	SC
2218	OTHER SITES: MINING SITES	Foreston		Clarendon	SC
2219	OTHER SITES: MINING SITES	Hendersonville		Colleton	SC
2220	OTHER SITES: MINING SITES	Sidney		Colleton	SC
2221	OTHER SITES: MINING SITES	Dorchester		Dorchester	SC
2222	OTHER SITES: MINING SITES	North Santee		Georgetown	SC
2223	OTHER SITES: MINING SITES	McPhersonville		Hampton	SC
2224	OTHER SITES: MINING SITES	Adrian		Horry	SC
2225	OTHER SITES: MINING SITES	Wampee		Horry	SC
2226	OTHER SITES: MINING SITES	Gillisonville		Jasper	SC
2227	OTHER SITES: MINING SITES	Becker South		Marlboro	SC
2228	OTHER SITES: MINING SITES	Kingstree		Williamsburg	SC
2229	OTHER SITES: MINING SITES	East Black		Custer	SD
2230	OTHER SITES: MINING SITES	Cascade Springs		Fall River	SD
2231	OTHER SITES: MINING SITES	Edgemont		Fall River	SD
2232	OTHER SITES: MINING SITES	Drilling		Harding	SD
2233	OTHER SITES: MINING SITES	Twin Lakes		Miner	SD

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
2234	OTHER SITES: MINING SITES	Moody County Prospect		Moody	SD
2235	OTHER SITES: MINING SITES	Flint Butte			SD
2236	OTHER SITES: MINING SITES	Sioux Uplift (regional)			SD
2237	OTHER SITES: MINING SITES	Camden Project		Benton	TN
2238	OTHER SITES: MINING SITES	Sawyers Mill		Benton	TN
2239	OTHER SITES: MINING SITES	Natchez Trace		Carroll/Benton	TN
2240	OTHER SITES: MINING SITES	East Lexington		Henderson	TN
2241	OTHER SITES: MINING SITES	Paris Landing		Henry	TN
2242	OTHER SITES: MINING SITES	East Mansfield		Henry/Carroll/Benton	TN
2243	OTHER SITES: MINING SITES	Slaton Area		Crosby	TX
2244	OTHER SITES: MINING SITES	Buzzard		Howard	TX
2245	OTHER SITES: MINING SITES	Hebbronville		Jim Hogg/Webb	TX
2246	OTHER SITES: MINING SITES	Coy City		Karnes	TX
2247	OTHER SITES: MINING SITES	S. Texas regional		Karnes/ Live Oak/ Duval/ Atascosa/ Gonzales/ Dewitt/ McMullen	TX
2248	OTHER SITES: MINING SITES	Midland Basin		Lubbock/Lynn/Garza/ Crosby	TX
2249	OTHER SITES: MINING SITES	Sulfur Springs Draw		Martin	TX
2250	OTHER SITES: MINING SITES	Alamosa Creek		Oldham	TX
2251	OTHER SITES: MINING SITES	Deep Basin Lignite Drilling			TX
2252	OTHER SITES: MINING SITES	Tushar Mt.		Beaver/Piute	UT
2253	OTHER SITES: MINING SITES	Sunnyside/Asphalt Ridge		Carbon	UT
2254	OTHER SITES: MINING SITES	Cedar Mt.		Emery	UT
2255	OTHER SITES: MINING SITES	Kaiparowits		Garfield	UT
2256	OTHER SITES: MINING SITES	Henry Mt. Coal Field		Garfield/ Wayne	UT
2257	OTHER SITES: MINING SITES	Westwater		Grand	UT
2258	OTHER SITES: MINING SITES	Book Cliffs Sego Coal Field		Grand	UT
2259	OTHER SITES: MINING SITES	Spanish Valley		Grand/San Juan	UT
2260	OTHER SITES: MINING SITES	P.R. Springs		Grand/Uintah	UT
2261	OTHER SITES: MINING SITES	Juab		Juab	UT
2262	OTHER SITES: MINING SITES	Orderville Gulch Area		Kane	UT
2263	OTHER SITES: MINING SITES	Virgin River		Kane	UT
2264	OTHER SITES: MINING SITES	Marysvale Area		Piute/Sevier	UT

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
2265	OTHER SITES: MINING SITES	Royal Flush		San Juan	UT
2266	OTHER SITES: MINING SITES	Velvet		San Juan	UT
2267	OTHER SITES: MINING SITES	Lisbon Valley		San Juan	UT
2268	OTHER SITES: MINING SITES	Lower Lisbon Valley		San Juan	UT
2269	OTHER SITES: MINING SITES	Sage Plain Area		San Juan	UT
2270	OTHER SITES: MINING SITES	Seven Mile Area		San Juan/Grand	UT
2271	OTHER SITES: MINING SITES	Deer Trail Mines		Sevier	UT
2272	OTHER SITES: MINING SITES	S. Emery Coal Field		Sevier	UT
2273	OTHER SITES: MINING SITES	Park City		Summit	UT
2274	OTHER SITES: MINING SITES	Sheeprock Mountain (a.k.a. Silver King)		Tooele	UT
2275	OTHER SITES: MINING SITES	Kolob Drilling		Washington/ Iron	UT
2276	OTHER SITES: MINING SITES	Book Cliffs & Wasatch Plateau			UT
2277	OTHER SITES: MINING SITES	Uinta Basin			UT
2278	OTHER SITES: MINING SITES	Green River Area		King	WA
2279	OTHER SITES: MINING SITES	Chesaw		Okanogan	WA
2280	OTHER SITES: MINING SITES	Starlight		Pend Oreille/ Stevens	WA
2281	OTHER SITES: MINING SITES	Wilkeson Coal		Pierce	WA
2282	OTHER SITES: MINING SITES	Herem Lease		Spokane	WA
2283	OTHER SITES: MINING SITES	Eastern Washington		Spokane/ Ferry/ Stevens/Pend Oreille	WA
2284	OTHER SITES: MINING SITES	Deer Park		Stevens	WA
2285	OTHER SITES: MINING SITES	Wazu		Stevens	WA
2286	OTHER SITES: MINING SITES	Fisher River		Chippewa	WI
2287	OTHER SITES: MINING SITES	Goggle Eye Creek (Eadsville INPUT area)		Clark	WI
2288	OTHER SITES: MINING SITES	Bush Lake		Florence	WI
2289	OTHER SITES: MINING SITES	Homestead		Florence	WI
2290	OTHER SITES: MINING SITES	Lamon Tangue		Florence	WI
2291	OTHER SITES: MINING SITES	Newald Project		Florence	WI
2292	OTHER SITES: MINING SITES	Nicholas		Florence	WI
2293	OTHER SITES: MINING SITES	Popple Creek		Florence	WI
2294	OTHER SITES: MINING SITES	Rat River (Sugarbush Hill INPUT)		Florence	WI
2295	OTHER SITES: MINING SITES	Rock Creek		Florence	WI
2296	OTHER SITES: MINING SITES	Camp 20		Florence/ Forest	WI

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
2297	OTHER SITES: MINING SITES	Armstrong Creek		Forest	WI
2298	OTHER SITES: MINING SITES	Bonneval		Forest	WI
2299	OTHER SITES: MINING SITES	Otter Creek Area		Forest	WI
2300	OTHER SITES: MINING SITES	Roberts Lake		Forest	WI
2301	OTHER SITES: MINING SITES	Simpson Creek		Forest	WI
2302	OTHER SITES: MINING SITES	Torpee Springs		Forest	WI
2303	OTHER SITES: MINING SITES	W. Branch		Forest	WI
2304	OTHER SITES: MINING SITES	County Line		Forest/ Marinette	WI
2305	OTHER SITES: MINING SITES	Iron County		Iron	WI
2306	OTHER SITES: MINING SITES	Lake Tahoe		Iron	WI
2307	OTHER SITES: MINING SITES	Little Martha Lake		Iron	WI
2308	OTHER SITES: MINING SITES	Little Muskie Lake		Iron	WI
2309	OTHER SITES: MINING SITES	Mercer Input Area		Iron	WI
2310	OTHER SITES: MINING SITES	East Branch		Langlade	WI
2311	OTHER SITES: MINING SITES	Elcho Input Area		Langlade	WI
2312	OTHER SITES: MINING SITES	Kempster		Langlade	WI
2313	OTHER SITES: MINING SITES	Lily		Langlade	WI
2314	OTHER SITES: MINING SITES	Springdale Brook		Marinette	WI
2315	OTHER SITES: MINING SITES	Clearwater Lake		Oneida	WI
2316	OTHER SITES: MINING SITES	Fireside Lakes		Rusk	WI
2317	OTHER SITES: MINING SITES	Round Lake		Rusk	WI
2318	OTHER SITES: MINING SITES	Soft Maple Creek		Rusk	WI
2319	OTHER SITES: MINING SITES	Duncan		Fremont	WV
2320	OTHER SITES: MINING SITES	Ravenswood		Jackson/ Mason	WV
2321	OTHER SITES: MINING SITES	Sitnik Acquisitions		Kanawha	WV
2322	OTHER SITES: MINING SITES	Hartford Area (transferred to American Coal)		Mason/ Meigs	WV
2323	OTHER SITES: MINING SITES	Bolt Mt./Rowland Land		Raleigh	WV
2324	OTHER SITES: MINING SITES	Rowland Land-Bolt Mt.		Raleigh	WV
2325	OTHER SITES: MINING SITES	Barr Coal		Wetzel	WV
2326	OTHER SITES: MINING SITES	Wadeville		Wood	WV
2327	OTHER SITES: MINING SITES	Simmons Fork		Wyoming	WV

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
2328	OTHER SITES: MINING SITES	Pioneer Fuels (transferred to Ruhr American Coal, 1996)		Wyoming/ Logan/ Boone	WV
2329	OTHER SITES: MINING SITES	PIONEER COAL MINE			WV
2330	OTHER SITES: MINING SITES	Garret Area		Albany	WY
2331	OTHER SITES: MINING SITES	East Shirley Basin		Albany/ Carbon	WY
2332	OTHER SITES: MINING SITES	Laramie		Albany/ Carbon	WY
2333	OTHER SITES: MINING SITES	Sheep Creek		Albany/ Fremont/ Carbon	WY
2334	OTHER SITES: MINING SITES	N. Fish		Campbel/ Johnson	WY
2335	OTHER SITES: MINING SITES	Gillette East Area Burlington No. (transferred to Kennecott)		Campbell	WY
2336	OTHER SITES: MINING SITES	Horse Creek		Campbell	WY
2337	OTHER SITES: MINING SITES	Jacobs Ranch (Thunder Creek)		Campbell	WY
2338	OTHER SITES: MINING SITES	Keeline Tract		Campbell	WY
2339	OTHER SITES: MINING SITES	Kintz Creek		Campbell	WY
2340	OTHER SITES: MINING SITES	Moore Ranch		Campbell	WY
2341	OTHER SITES: MINING SITES	Moreau Peak		Campbell	WY
2342	OTHER SITES: MINING SITES	Rainbow Ranch		Campbell	WY
2343	OTHER SITES: MINING SITES	Roundup Tract/N. Rochelle		Campbell	WY
2344	OTHER SITES: MINING SITES	State Sect. 36-4470 JR North Bypass (transferred to Kennecott)		Campbell	WY
2345	OTHER SITES: MINING SITES	Wyodak (Clovis Pt./E. Gillette)		Campbell	WY
2346	OTHER SITES: MINING SITES	Clovis Point Mine (transferred to Kennecott)		Campbell	WY
2347	OTHER SITES: MINING SITES	Alphabet Claims		Campbell/ Converse	WY
2348	OTHER SITES: MINING SITES	Animal Claims		Campbell/ Converse	WY
2349	OTHER SITES: MINING SITES	Caballo Creek Area		Campbell/ Converse	WY
2350	OTHER SITES: MINING SITES	Conoco/KM JV - Buttes Area		Campbell/ Converse	WY
2351	OTHER SITES: MINING SITES	Conoco/Moore Ranch JV		Campbell/ Converse	WY
2352	OTHER SITES: MINING SITES	Reno Junction Area		Campbell/ Converse	WY
2353	OTHER SITES: MINING SITES	S. Powder River Morton Ranch		Campbell/ Converse	WY
2354	OTHER SITES: MINING SITES	Taylor Ranch Claims		Campbell/ Converse	WY
2355	OTHER SITES: MINING SITES	Uranerze J.V.		Campbell/ Converse	WY
2356	OTHER SITES: MINING SITES	Dad		Carbon	WY

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
2357	OTHER SITES: MINING SITES	Elk Mt. Project		Carbon	WY
2358	OTHER SITES: MINING SITES	Getty/KGS JV		Carbon	WY
2359	OTHER SITES: MINING SITES	Hanna Basin		Carbon	WY
2360	OTHER SITES: MINING SITES	N. Hanna Basin		Carbon	WY
2361	OTHER SITES: MINING SITES	North Hanna		Carbon	WY
2362	OTHER SITES: MINING SITES	NW Shirley Mountain		Carbon	WY
2363	OTHER SITES: MINING SITES	Penn Mine Project		Carbon	WY
2364	OTHER SITES: MINING SITES	Rawlins Uplift		Carbon	WY
2365	OTHER SITES: MINING SITES	Rock Creek Field-Laramin Basin		Carbon	WY
2366	OTHER SITES: MINING SITES	Saratoga Area		Carbon	WY
2367	OTHER SITES: MINING SITES	Savery Creek		Carbon	WY
2368	OTHER SITES: MINING SITES	Shirley Mts.		Carbon	WY
2369	OTHER SITES: MINING SITES	Spanish Mine		Carbon	WY
2370	OTHER SITES: MINING SITES	Shirley Basin		Carbon/ Converse/ Natrona/ Albany	WY
2371	OTHER SITES: MINING SITES	Canyon Creek		Carbon/ Natrona	WY
2372	OTHER SITES: MINING SITES	Red Rim/China Butte Aera		Carbon/ Sweetwater	WY
2373	OTHER SITES: MINING SITES	Bill Smith Mine		Converse	WY
2374	OTHER SITES: MINING SITES	Brenning Basin Area		Converse	WY
2375	OTHER SITES: MINING SITES	Douglas/Shawnee		Converse	WY
2376	OTHER SITES: MINING SITES	Glenrock/Cole Creek		Converse	WY
2377	OTHER SITES: MINING SITES	Lost Springs		Converse	WY
2378	OTHER SITES: MINING SITES	Orin Junction Area		Converse	WY
2379	OTHER SITES: MINING SITES	Orpha Prospet		Converse	WY
2380	OTHER SITES: MINING SITES	PSE&G		Converse	WY
2381	OTHER SITES: MINING SITES	S. Douglas		Converse	WY
2382	OTHER SITES: MINING SITES	S. Powder River Basin		Converse	WY
2383	OTHER SITES: MINING SITES	South Powder River Basin (SPRB)		Converse	WY
2384	OTHER SITES: MINING SITES	Core Drill Logs		Converse/ Campbell	WY
2385	OTHER SITES: MINING SITES	Ross Flats		Converse/ Campbell	WY
2386	OTHER SITES: MINING SITES	Pine Ridge		Converse/ Natrona	WY
2387	OTHER SITES: MINING SITES	Aladdin		Crook	WY
2388	OTHER SITES: MINING SITES	Belle Fourche		Crook	WY

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
2389	OTHER SITES: MINING SITES	Branaman Mt.		Crook	WY
2390	OTHER SITES: MINING SITES	Burnt Hollow		Crook	WY
2391	OTHER SITES: MINING SITES	Cook		Crook	WY
2392	OTHER SITES: MINING SITES	Dewey Terrance		Crook	WY
2393	OTHER SITES: MINING SITES	NW Black Hills		Crook	WY
2394	OTHER SITES: MINING SITES	Poison Creek		Crook	WY
2395	OTHER SITES: MINING SITES	Signal Hill		Crook	WY
2396	OTHER SITES: MINING SITES	Alfred		Fremont	WY
2397	OTHER SITES: MINING SITES	Antelope Project		Fremont	WY
2398	OTHER SITES: MINING SITES	Arapaho Creek		Fremont	WY
2399	OTHER SITES: MINING SITES	Buck Springs		Fremont	WY
2400	OTHER SITES: MINING SITES	Cedar Ridge		Fremont	WY
2401	OTHER SITES: MINING SITES	Copper Mt. - Dry Creek		Fremont	WY
2402	OTHER SITES: MINING SITES	Cottonwood Creek		Fremont	WY
2403	OTHER SITES: MINING SITES	Crooks Gap		Fremont	WY
2404	OTHER SITES: MINING SITES	Gas Hills		Fremont	WY
2405	OTHER SITES: MINING SITES	Hudson		Fremont	WY
2406	OTHER SITES: MINING SITES	Lone Mt.		Fremont	WY
2407	OTHER SITES: MINING SITES	Long Creek		Fremont	WY
2408	OTHER SITES: MINING SITES	Schoening		Fremont	WY
2409	OTHER SITES: MINING SITES	Sweetwater Crossing		Fremont	WY
2410	OTHER SITES: MINING SITES	Willow Creek		Fremont	WY
2411	OTHER SITES: MINING SITES	Cane Creek		Fremont/ Carbon	WY
2412	OTHER SITES: MINING SITES	Dry Creek Area		Fremont/ Johnson	WY
2413	OTHER SITES: MINING SITES	Green Mt. Sec. 7		Fremont/ Sweetwater	WY
2414	OTHER SITES: MINING SITES	Hadsell		Fremont/ Sweetwater	WY
2415	OTHER SITES: MINING SITES	SMITH RANCH		Glenrock	WY
2416	OTHER SITES: MINING SITES	Muskrat Canyon		Goshen	WY
2417	OTHER SITES: MINING SITES	Yoder		Goshen	WY
2418	OTHER SITES: MINING SITES	Rawhide Butte		Goshen/ Niobrara	WY
2419	OTHER SITES: MINING SITES	Bridge Wagon Draw		Hot Springs	WY
2420	OTHER SITES: MINING SITES	Bridger Creek		Hot Springs	WY

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
2421	OTHER SITES: MINING SITES	Jones Creek/Ditch Creek		Hot Springs	WY
2422	OTHER SITES: MINING SITES	Thermopolis		Hot Springs	WY
2423	OTHER SITES: MINING SITES	Buffalo		Johnson	WY
2424	OTHER SITES: MINING SITES	Slake De Smet		Johnson	WY
2425	OTHER SITES: MINING SITES	Sussex Bonniche		Johnson	WY
2426	OTHER SITES: MINING SITES	Hole-In-the-Wall		Johnson/ Natrona	WY
2427	OTHER SITES: MINING SITES	Borie Area		Laramie	WY
2428	OTHER SITES: MINING SITES	Bald Mt.		Natrona	WY
2429	OTHER SITES: MINING SITES	Bates Creek		Natrona	WY
2430	OTHER SITES: MINING SITES	Bug		Natrona	WY
2431	OTHER SITES: MINING SITES	Burnt Wagon Draw		Natrona	WY
2432	OTHER SITES: MINING SITES	Flat Top Mt.		Natrona	WY
2433	OTHER SITES: MINING SITES	Glat Top Mt.		Natrona	WY
2434	OTHER SITES: MINING SITES	Grieve		Natrona	WY
2435	OTHER SITES: MINING SITES	Lone Mountain		Natrona	WY
2436	OTHER SITES: MINING SITES	Teapot		Natrona	WY
2437	OTHER SITES: MINING SITES	Gas Hills		Natrona/ Fremont	WY
2438	OTHER SITES: MINING SITES	North Rattlesnake		Natrona/ Fremont	WY
2439	OTHER SITES: MINING SITES	Hat Creek		Niobrara	WY
2440	OTHER SITES: MINING SITES	Indian Creek		Niobrara	WY
2441	OTHER SITES: MINING SITES	Lightning Creek		Niobrara	WY
2442	OTHER SITES: MINING SITES	Edgemont		Niobrara/ Weston	WY
2443	OTHER SITES: MINING SITES	Amu		Platte	WY
2444	OTHER SITES: MINING SITES	Hartville		Platte	WY
2445	OTHER SITES: MINING SITES	Townline		Platte	WY
2446	OTHER SITES: MINING SITES	Upper Broom Creek		Platte	WY
2447	OTHER SITES: MINING SITES	North Saddle Mts.		Santa Cruz	WY
2448	OTHER SITES: MINING SITES	Sheridan Area		Sheridan	WY
2449	OTHER SITES: MINING SITES	Tongue River		Sheridan	WY
2450	OTHER SITES: MINING SITES	MINING SITE		Shirley Basin	WY
2451	OTHER SITES: MINING SITES	Circle Bar Ridge		Sweetwater	WY
2452	OTHER SITES: MINING SITES	Pine Mt.		Sweetwater	WY

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
2453	OTHER SITES: MINING SITES	Rock Springs		Sweetwater	WY
2454	OTHER SITES: MINING SITES	Green Mt./Red Desert Palo Verde Uranium Venture JV		Sweetwater/ Freemont	WY
2455	OTHER SITES: MINING SITES	Bull Springs		Sweetwater/ Fremont	WY
2456	OTHER SITES: MINING SITES	Northeast Red Desert		Sweetwater/ Fremont	WY
2457	OTHER SITES: MINING SITES	Osborne Draw		Sweetwater/ Fremont	WY
2458	OTHER SITES: MINING SITES	Oregon Buttes		Sweetwater/ Fremont/ Sublette	WY
2459	OTHER SITES: MINING SITES	Dubois & Togwotee Pass		Teton/ Fremont	WY
2460	OTHER SITES: MINING SITES	Newcastle		Weston	WY
2461	OTHER SITES: MINING SITES	Pumpkin Buttes (Powder River Basin District)			WY
2462	OTHER SITES: MINING SITES	ARVADA-Carney-Cheyenne-Davis-Dietz-Masters-Monach-Pacific-Reno-Wyodak			WY
2463	OTHER SITES: MINING SITES	Clovis Point Coal Mine, WY			WY
2464	OTHER SITES: MINING SITES	powder river basin mines			WY
2465	OTHER SITES: MINING SITES	Silver King Mine/Sheep Rock			WY

Non-Owned Sites: Alabama Covenant Not to Sue

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
SEPARATELY FUNDED SITES					
1	NON-OWNED FUNDED SITES	ANNISTON TERMINAL	2525 U.S. HIGHWAY #78 EAST	Anniston	AL
2	NON-OWNED FUNDED SITES	BIRMINGHAM TERMINAL	2600 & 2700 ISHKOODA-WENONAH ROAD	Birmingham	AL

Non-Owned Sites: Georgia Covenant Not to Sue

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
SEPARATELY FUNDED SITES					
1	NON-OWNED FUNDED SITES	BRUNSWICK SITE	ONE-HALF MILE EAST OF HIGHWAY 25 ON PERRY LANE ROAD/NEAR SOUTH OF THIRD AVENUE, WEST OF ALBANY STREET	Brunswick	GA
OTHER SITES					
2	OTHER SITES: GENERAL	M&J SOLVENTS COMPANY SITE	1577 MARIETTA ROAD NW	Atlanta	GA
3	OTHER SITES: GENERAL	LITTLE TYBEE ISLAND SITE		Little Tybee Island	GA
4	OTHER SITES: GENERAL	TIFTEN AG CHEM MANUFACTURING SITE/SOGREEN WASTE PILE (BARREN AREA) ENVIRONMENTAL SITE	W MAPLE STREET AND HIGHLAND AVENUE	Tifton	GA
5	OTHER SITES: MINING SITES	Tybee/L. Tybee Islands		Chatham	GA

Non-Owned Sites: Iowa Covenant Not to Sue

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
SEPARATELY FUNDED SITES					
1	NON-OWNED SERVICE STATIONS	Atlantic 2	7th and Walnut Streets	Atlantic	IA
2	NON-OWNED SERVICE STATIONS	Bettendorf 1	2920 State Street	Bettendorf	IA
3	NON-OWNED SERVICE STATIONS	Burlington 1	1200 N. Roosevelt Avenue	Burlington	IA
4	NON-OWNED SERVICE STATIONS	Carroll 1	US Highway 30 East	Carroll	IA
5	NON-OWNED SERVICE STATIONS	Cedar Rapids	1600 6th Street	Cedar Rapids	IA
6	NON-OWNED SERVICE STATIONS	Cedar Rapids 1	4713 6th Street	Cedar Rapids	IA
7	NON-OWNED SERVICE STATIONS	Centerville 1	220 East Maple Street	Centerville	IA
8	NON-OWNED SERVICE STATIONS	Clive 1	1725 N.W. 86th Street	Clive	IA
9	NON-OWNED SERVICE STATIONS	Cresco 1	202 2nd Avenue South	Cresco	IA
10	NON-OWNED SERVICE STATIONS	Davenport 2	2000 West River Road	Davenport	IA
11	NON-OWNED SERVICE STATIONS	Davenport 1	2920 West Locust	Davenport	IA
12	NON-OWNED SERVICE STATIONS	Denison 1	White and Prospect Streets	Denison	IA
13	NON-OWNED SERVICE STATIONS	Des Moines 2	14th & Euclid	Des Moines	IA
14	NON-OWNED SERVICE STATIONS	Des Moines 7	1824 Second Avenue	Des Moines	IA
15	NON-OWNED SERVICE STATIONS	Des Moines 9	1954 Indianola Road	Des Moines	IA
16	NON-OWNED SERVICE STATIONS	Des Moines 11	2110 West Army Post Road	Des Moines	IA

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
17	NON-OWNED SERVICE STATIONS	Des Moines 3	2270 Hubbell Avenue	Des Moines	IA
18	NON-OWNED SERVICE STATIONS	Des Moines 15	2814 E. University Street	Des Moines	IA
19	NON-OWNED SERVICE STATIONS	Des Moines 17	2825 Easton Boulevard	Des Moines	IA
20	NON-OWNED SERVICE STATIONS	Des Moines 10	3200 S.E. 14th	Des Moines	IA
21	NON-OWNED SERVICE STATIONS	Des Moines 16	3418 Sixth Avenue	Des Moines	IA
22	NON-OWNED SERVICE STATIONS	Des Moines 6	3426 Harding Road	Des Moines	IA
23	NON-OWNED SERVICE STATIONS	Des Moines 1	4100 S.W. Ninth St.	Des Moines	IA
24	NON-OWNED SERVICE STATIONS	Des Moines 14	4200 East Hubbell	Des Moines	IA
25	NON-OWNED SERVICE STATIONS	Des Moines 13	4675 North Second Avenue	Des Moines	IA
26	NON-OWNED SERVICE STATIONS	Des Moines 12	6900 Hickman Road	Des Moines	IA
27	NON-OWNED SERVICE STATIONS	Des Moines 4	7101 University Avenue	Des Moines	IA
28	NON-OWNED SERVICE STATIONS	Dunlap	7th & Iowa Streets	Des Moines	IA
29	NON-OWNED SERVICE STATIONS	Des Moines 8	East 14th & Des Moines	Des Moines	IA
30	NON-OWNED SERVICE STATIONS	Des Moines Bulk Station	Raccoon Street between 9th & 10th	Des Moines	IA
31	NON-OWNED SERVICE STATIONS	Fairfield 1	605 North Second Street	Fairfield	IA
32	NON-OWNED SERVICE STATIONS	Fort Dodge 1	1202 Second Avenue, South	Fort Dodge	IA
33	NON-OWNED SERVICE STATIONS	Fort Dodge 2	1500 Second Avenue, North	Fort Dodge	IA
34	NON-OWNED SERVICE STATIONS	Fort Madison 1	2311 Avenue “L”	Fort Madison	IA

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
35	NON-OWNED SERVICE STATIONS	Indianola 1	109 S. Jefferson Avenue	Indianola	IA
36	NON-OWNED SERVICE STATIONS	Iowa City 1	304 East Burlington	Iowa City	IA
37	NON-OWNED SERVICE STATIONS	Kellogg	Interstate 80 & County Road	Kellogg	IA
38	NON-OWNED SERVICE STATIONS	Keokuk 1	2820 Main	Keokuk	IA
39	NON-OWNED SERVICE STATIONS	LeMars 1	226 Fifth Avenue, S.W.	LeMars	IA
40	NON-OWNED SERVICE STATIONS	LeMars	234 5th Avenue	LeMars	IA
41	NON-OWNED SERVICE STATIONS	Maquoketa 1	311 East Platt Street	Maquoketa	IA
42	NON-OWNED SERVICE STATIONS	Mason City 1	North Federal and 13t Street	Mason City	IA
43	NON-OWNED SERVICE STATIONS	Missouri Valley 1	500 West Erie Street	Missouri Valley	IA
44	NON-OWNED SERVICE STATIONS	Nevada 2	1136 East 5th Street	Nevada	IA
45	NON-OWNED SERVICE STATIONS	Newton 1	1901 First Avenue	Newton	IA
46	NON-OWNED SERVICE STATIONS	Oakland 1	Main Street	Oakland	IA
47	NON-OWNED SERVICE STATIONS	Oelwein 1	935 South Frederick	Oelwein	IA
48	NON-OWNED SERVICE STATIONS	Osage 1	1428 Main Street	Osage	IA
49	NON-OWNED SERVICE STATIONS	Osceola 1	714 West McLane	Osceola	IA
50	NON-OWNED SERVICE STATIONS	Oskaloosa 1	1102 A Avenue West	Oskaloosa	IA
51	NON-OWNED SERVICE STATIONS	Ottumwa 1	1268 West 2nd	Ottumwa	IA
52	NON-OWNED SERVICE STATIONS	Ottumwa 2	201 North Madison	Ottumwa	IA

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
53	NON-OWNED SERVICE STATIONS	Pella 1	600 Oskaloosa Street	Pella	IA
54	NON-OWNED SERVICE STATIONS	Sheldon 1	622 Second Avenue	Sheldon	IA
55	NON-OWNED SERVICE STATIONS	Sioux City 1	322 South Lewis Road	Sioux City	IA
56	NON-OWNED SERVICE STATIONS	Sioux City	500 Wesley Way	Sioux City	IA
57	NON-OWNED SERVICE STATIONS	Storm Lake 1	420 Flindt Drive	Storm Lake	IA
58	NON-OWNED SERVICE STATIONS	Washington 1	Route 2, Box 110-A	Washington	IA
59	NON-OWNED SERVICE STATIONS	Waterloo 1	2102-2116 Lafayette	Waterloo	IA
OTHER SITES					
60	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Charles City	IA
61	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Farmersburg	IA
62	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER	25245 highway 52	Garnavillo	IA
63	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Laporte City	IA
64	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER	206 railroad street	Mingo	IA

Non-Owned Sites: Idaho Covenant Not to Sue

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
OTHER SITES					
1	OTHER SITES: MINING SITES	Caribou County		Caribou	ID
2	OTHER SITES: MINING SITES	Soda Springs		Caribou	ID
3	OTHER SITES: MINING SITES	STANLEY BASIN		Custer	ID
4	OTHER SITES: MINING SITES	Orogrande		Idaho	ID
5	OTHER SITES: MINING SITES	Petzite Project		Idaho	ID
6	OTHER SITES: MINING SITES	IXL		Washington	ID

Non-Owned Sites: Illinois Covenant Not to Sue

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
SEPARATELY FUNDED SITES					
1	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES (LINDSAY LIGHT GROUP)	160 E. ILLINOIS STREET	Chicago/ Streeterville	IL
2	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES (BEVERLY SAND & GRAVEL SITE)	1100 BRANDT DRIVE	Chicago/ Streeterville	IL
3	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES(ORANGE BLUE LLC/KIEFFER BUILDING)	160 AND 200 EAST ILLINOIS STREET	Chicago/ Streeterville	IL
4	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES (SITE I)	161 EAST GRAND AVENUE	Chicago/ Streeterville	IL
5	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES (COLUMBUS DRIVE SITE)	221 N. COLUMBUS DRIVE	Chicago/ Streeterville	IL
6	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES (EAST OHIO ST SITES)	245-247, 252, 341, AND 450 EAST OHIO STREET	Chicago/ Streeterville	IL
7	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES (SITE II: CHICAGO DOCK)	316-318 EAST ILLINOIS STREET	Chicago/ Streeterville	IL
8	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES (ADAMS MARK HOTEL SITE)	319 E. ILLINOIS STREET	Chicago/ Streeterville	IL
9	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES (LAKESHORE DRIVE SITE)	401 N. LAKESHORE DRIVE	Chicago/ Streeterville	IL
10	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES (LINDSAY LIGHT III AND CHINESE RESTAURANT)	22 WEST HUBBARD	Chicago/Streeterville	IL
11	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES (TEACHER'S RETIREMENT SITE)	341 EAST OHIO	Chicago/Streeterville	IL
12	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES (KRAFT LOT)	400 EAST ILLINOIS/510 N. PESHTIGO	Chicago/Streeterville	IL

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
13	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES (STREETERVILLE AREA)	635 N. FAIRBANKS; 550 N. ST. CLAIR, 535 N. ST. CLAIR; 600 N. LAKE SHORE DRIVE; JANNE ADAMS MEMORIAL PARK; 505 N. LAKE SHORE DRIVE (LAKE POINT TOWER); ; 420 E. NORTH WATER; RIVER VIEWL RIVER EAST; 455 N. PARK; 465 N. PARK; 205, 209, 211 E. GRANT; 160 ILLINOIS (ALLEY OF CONCERN); 130 E. LAKE; LAKESHORE EAST; 630 MCCLUNG COURT; 405 E. ONTARIO; 515 N. PESHTIGO; 150-160 E. ONTARIO; NORTHWESTERN MEMORIAL HOSPITAL; REHABILITATION INSTITUTE OF CHICAGO; THE FORDHAM COMPANY; TFC PARK STREET LLC.	Chicago/Streeterville	IL
14	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES (GRAND PIER CENTER)	NORTH COLUMBUS DRIVE/200 E. ILLINOIS	Chicago/Streeterville	IL
15	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES (LAKESHORE EAST-GOLF COURSE, CLUBHOUSE, AND COMMONWEALTH EDISON)		Chicago/Streeterville	IL
16	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES-DUSABLE PARK	RIVER EAST	Chicago/ Streeterville	IL
17	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES-STREETERVILLE RIGHTS OF WAY		Chicago/Streeterville	IL
18	NON-OWNED FUNDED SITES	DECATUR SITE (WASTE HAULING LANDFILL SITE)	MACON COUNTY, NE QUARTER OF SEC. 24, TOWNSHIP 16, NORTH RANGE 1 EAST	Decatur	IL
19	NON-OWNED FUNDED SITES	MOUNT VERNON SITE	20 ACRES BOUNDED BY SHAWNEE STREET ON THE NORTH EAST AND STATE HIGHWAY 142 ON SOUTH	Mount Vernon	IL
20	NON-OWNED FUNDED SITES	KRESS CREEK (WEST BRANCH DUPAGE RIVER SUPERFUND SITE)		West Chicago	IL
21	NON-OWNED FUNDED SITES	NON-OWNED RAS PROPERTIES		West Chicago	IL
22	NON-OWNED FUNDED SITES	NON-OWNED RAS PROPERTIES -- WEST CHICAGO OPERA HOUSE	westrom building	West Chicago	IL
23	NON-OWNED SERVICE STATIONS	Abingdon 1	Monmouth & Monroe Sts.	Abingdon	IL
24	NON-OWNED SERVICE STATIONS	Belleville 1	1531 Lebanon Avenue	Belleville	IL
25	NON-OWNED SERVICE STATIONS	Belvidere 1	600 Logan Avenue	Belvidere	IL

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
26	NON-OWNED SERVICE STATIONS	Bushnell #1	105 E. Hail Street	Bushnell	IL
27	NON-OWNED SERVICE STATIONS	Carlinville	304 East First South Street	Carlinville	IL
28	NON-OWNED SERVICE STATIONS	Centralia 1	138 N. Walnut	Centralia	IL
29	NON-OWNED SERVICE STATIONS	Charleston 1	120 Lincoln Street	Charleston	IL
30	NON-OWNED SERVICE STATIONS	Chillicothe 1	223 N. 4th	Chillicothe	IL
31	NON-OWNED SERVICE STATIONS	Clinton	105 East Van Buren	Clinton	IL
32	NON-OWNED SERVICE STATIONS	Collinsville 1	201 North Vandalia	Collinsville	IL
33	NON-OWNED SERVICE STATIONS	Decatur Bulk Station	100 Industry Court	Decatur	IL
34	NON-OWNED SERVICE STATIONS	Decatur 7	1500 East Eldorado Street	Decatur	IL
35	NON-OWNED SERVICE STATIONS	Decatur 5	274 West Wood Street	Decatur	IL
36	NON-OWNED SERVICE STATIONS	Decatur	560 East Pershing Road	Decatur	IL
37	NON-OWNED SERVICE STATIONS	DeKalb 1	1120 W. Lincoln Highway	DeKalb	IL
38	NON-OWNED SERVICE STATIONS	LEFTON IRON AND METAL	SCRAP SALVAGE SITE- 205 SOUTH 17TH STREET	East St. Louis	IL
39	NON-OWNED SERVICE STATIONS	Edwardsville	100 South Main Street	Edwardsville	IL
40	NON-OWNED SERVICE STATIONS	Effingham 1	419 West Fayette Avenue	Effingham	IL
41	NON-OWNED SERVICE STATIONS	Fairfield 1	W. Main and Clarence	Fairfield	IL
42	NON-OWNED SERVICE STATIONS	Flora 1	400 West North Avenue	Flora	IL
43	NON-OWNED SERVICE STATIONS	Freeport 1	901 South Galena	Freeport	IL
44	NON-OWNED SERVICE STATIONS	Galesburg 2	RFD 3, Knoxville Road	Galesburg	IL
45	NON-OWNED SERVICE STATIONS	Galva 1	S.E. 1st Avenue	Galva	IL
46	NON-OWNED SERVICE STATIONS	Georgetown 1	305 North Main Street	Georgetown	IL

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
47	NON-OWNED SERVICE STATIONS	Granite City 1	2320 Nameoki Road	Granite City	IL
48	NON-OWNED SERVICE STATIONS	Greenville 1	110 East Harris St.	Greenville	IL
49	NON-OWNED SERVICE STATIONS	Harrisburg 1	NW/C Commercial and Church Streets	Harrisburg	IL
50	NON-OWNED SERVICE STATIONS	Hoopeston 1	West Main Street and South Sixth Avenue	Hoopeston	IL
51	NON-OWNED SERVICE STATIONS	Jacksonville 1	524 East Morton Avenue	Jacksonville	IL
52	NON-OWNED SERVICE STATIONS	Kankakee 3	121 West Court Street	Kankakee	IL
53	NON-OWNED SERVICE STATIONS	Kankakee 2	750 Fair Street	Kankakee	IL
54	NON-OWNED SERVICE STATIONS	Kewanee 1	501 N. Main	Kewanee	IL
55	NON-OWNED SERVICE STATIONS	LaSalle 1	145 Third Street	LaSalle	IL
56	NON-OWNED SERVICE STATIONS	Lincoln 1	203 North Kickapoo Street	Lincoln	IL
57	NON-OWNED SERVICE STATIONS	Litchfield 1	403 E. Union Avenue	Litchfield	IL
58	NON-OWNED SERVICE STATIONS	Marion 1	1500 West Main	Marion	IL
59	NON-OWNED SERVICE STATIONS	Mattoon 1	1721 Charleston Avenue	Mattoon	IL
60	NON-OWNED SERVICE STATIONS	Mendota 1	1212 13th Avenue	Mendota	IL
61	NON-OWNED SERVICE STATIONS	Metropolis 1	NE/C Ferry & Sixth Streets	Metropolis	IL
62	NON-OWNED SERVICE STATIONS	Moline 1	4720 Bridgelane	Moline	IL
63	NON-OWNED SERVICE STATIONS	Monmouth 1	Main and Franklin	Monmouth	IL
64	NON-OWNED SERVICE STATIONS	Monticello 1	117 N. Market Street	Monticello	IL
65	NON-OWNED SERVICE STATIONS	Morrison 1	US Highway 30, North Route	Morrison	IL
66	NON-OWNED SERVICE STATIONS	mt. carmel	330 walnut ave	Mt. Carmel	IL
67	NON-OWNED SERVICE STATIONS	Mt. Pulaski	Railroad Right-of-way Site	Mt. Pulaski	IL

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
68	NON-OWNED SERVICE STATIONS	Mt. Vernon	100 South 15th Street	Mt. Vernon	IL
69	NON-OWNED SERVICE STATIONS	MT. VERNON	1416 S 10TH	Mt. Vernon	IL
70	NON-OWNED SERVICE STATIONS	Murphysboro 1	Sixth and Walnut Street	Murphysboro	IL
71	NON-OWNED SERVICE STATIONS	Normal	313 West Beaufort	Normal	IL
72	NON-OWNED SERVICE STATIONS	Olney 1	703 West Main Street	Olney	IL
73	NON-OWNED SERVICE STATIONS	Petersburg	219 N. 6th	Petersburg	IL
74	NON-OWNED SERVICE STATIONS	Princeton 1	Highway 26, Route 1	Princeton	IL
75	NON-OWNED SERVICE STATIONS	Rantoul 1	714 E. Champaign	Rantoul	IL
76	NON-OWNED SERVICE STATIONS	Rochelle 1	US Highway 51, North of Rochelle	Rochelle	IL
77	NON-OWNED SERVICE STATIONS	Rock Island 1	1520 11th Street	Rock Island	IL
78	NON-OWNED SERVICE STATIONS	Rock Island 3	3100 Fifth Avenue	Rock Island	IL
79	NON-OWNED SERVICE STATIONS	Rockford 3	1430 East Broadway	Rockford	IL
80	NON-OWNED SERVICE STATIONS	Rockford	2301 Harrison Avenue	Rockford	IL
81	NON-OWNED SERVICE STATIONS	Rockford 2	2903 S. Kishwaukee	Rockford	IL
82	NON-OWNED SERVICE STATIONS	Rockford 4	3410 West State Street	Rockford	IL
83	NON-OWNED SERVICE STATIONS	Salem 1	1435 West Main	Salem	IL
84	NON-OWNED SERVICE STATIONS	Springfield 3	1000 N. MacArthur	Springfield	IL
85	NON-OWNED SERVICE STATIONS	Springfield 2	2041 East Cook Street	Springfield	IL
86	NON-OWNED SERVICE STATIONS	Springfield 1	629 North 9th Street	Springfield	IL
87	NON-OWNED SERVICE STATIONS	Streator 1	Bridge Street and Bloomington	Streator	IL
88	NON-OWNED SERVICE STATIONS	Sullivan 1	305 S. Hamilton	Sullivan	IL

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
89	NON-OWNED SERVICE STATIONS	Sycamore #1	Route 23, Highway 23 South	Sycamore	IL
90	NON-OWNED SERVICE STATIONS	Taylorville	1101 W. Spressor street	Taylorville	IL
91	NON-OWNED SERVICE STATIONS	Taylorville 1	Highway 48 & Silver Street or 1101 Route 48 West	Taylorville	IL
92	NON-OWNED SERVICE STATIONS	Urbana 1	US Highway 45 North	Urbana	IL
93	NON-OWNED SERVICE STATIONS	Washington 1	1309 Washington Road	Washington	IL
94	NON-OWNED SERVICE STATIONS	West Frankfort 1	1110 East Main	West Frankfort	IL
OTHER SITES					
95	OTHER SITES: AG-CHEM SITES	BLENDER- FARM CENTER	100 E. Railroad Street	Kingston	IL
96	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Richmond	IL
97	OTHER SITES: GENERAL	BELL TERMINAL		Chicago	IL
98	OTHER SITES: GENERAL	DEKALB SITE		DeKalb	IL
99	OTHER SITES: GENERAL	FORMER KETTLE RIVER CO/GLEN CARBON SITE	S ½ SEC. 23 T4N, R8W, LONGITUDE: -89.96, LATITUDE: 38.78/SW OF INTERSECTION OF STATE ROUTE 159 AND CENTER GROVE ROAD	Edwardsville	IL
100	OTHER SITES: GENERAL	TRI-COUNTY LANDFILL	Waste Management of Illinois	Elgin	IL
101	OTHER SITES: GENERAL	MARION WOOD TREATING FACILITY	E1/2 sec. 25 T9S, R2E, Longitude: -88.93, LAtitude: 37.71/off of route 37 (south court street) near intersection with crites road	Marion	IL
102	OTHER SITES: GENERAL	REED KEPPLER PARK SUPERFUND SITE		West Chicago	IL
103	OTHER SITES: GENERAL	SEWAGE TREATMENT PLANT SUPERFUND SITE		West Chicago	IL
104	OTHER SITES: MINING SITES	Spring Valley Area		Bureau	IL
105	OTHER SITES: MINING SITES	Royal		Champaign/ Vermillion	IL
106	OTHER SITES: MINING SITES	GALATIA MINE SITE		Galatia	IL
107	OTHER SITES: MINING SITES	Galatia (transferred to American Coal)		Hamilton/ Saline	IL
108	OTHER SITES: MINING SITES	Hamilton-Saline		Hamilton/ Saline	IL
109	OTHER SITES: MINING SITES	Flourspar District		Johnson/ Pope/ Saline	IL
110	OTHER SITES: MINING SITES	Oglesby		LaSalle/Putnam	IL
111	OTHER SITES: MINING SITES	Granville		Putnam	IL

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
112	OTHER SITES: MINING SITES	Danville-Royal		Vermillion	IL
113	OTHER SITES: MINING SITES	Dubois		Washington	IL

Non-Owned Sites: Indiana Covenant Not to Sue

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
SEPARATELY FUNDED SITES					
1	NON-OWNED SERVICE STATIONS	Anderson 1	603 East 8th	Anderson	IN
2	NON-OWNED SERVICE STATIONS	Clermont 1	9054 Crawfordsville Road	Clermont	IN
3	NON-OWNED SERVICE STATIONS	Clermont Pipeline Terminal	W. 30th St.	Clermont	IN
4	NON-OWNED SERVICE STATIONS	Clinton 1	9th and Vine Street	Clinton	IN
5	NON-OWNED SERVICE STATIONS	Elwood 1	2034 E. Main St	Elwood	IN
6	NON-OWNED SERVICE STATIONS	Franklin 1	650 West Madison	Franklin	IN
7	NON-OWNED SERVICE STATIONS	Greencastle 1	605 Bloomington	Greencastle	IN
8	NON-OWNED SERVICE STATIONS	Indianapolis 8	2801 Post Road	Indianapolis	IN
9	NON-OWNED SERVICE STATIONS	INDIANAPOLIS	3311 KENTUCKY AVE	Indianapolis	IN
10	NON-OWNED SERVICE STATIONS	Indianapolis 2	4951 South Madison Avenue	Indianapolis	IN
11	NON-OWNED SERVICE STATIONS	Indianapolis 6	5461 East 30th Street	Indianapolis	IN
12	NON-OWNED SERVICE STATIONS	Indianapolis 1	550 South Harding Street	Indianapolis	IN
13	NON-OWNED SERVICE STATIONS	Indianapolis 7	911 West 34th Street	Indianapolis	IN
14	NON-OWNED SERVICE STATIONS	Kentland 1	5th & Seymour Streets	Kentland	IN
15	NON-OWNED SERVICE STATIONS	Lawrence 1	4715 Shadeland Avenue	Lawrence	IN
16	NON-OWNED SERVICE STATIONS	Linton 1	380 N.W. “A” Street	Linton	IN
17	NON-OWNED SERVICE STATIONS	Logansport 1	1001 Wheatland	Logansport	IN
18	NON-OWNED SERVICE STATIONS	Marion 1	1102 S. Baldwin Avenue	Marion	IN
19	NON-OWNED SERVICE STATIONS	1741 SOUTH MAIN	1741 SOUTH MAIN STREET	New Castle	IN

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
20	NON-OWNED SERVICE STATIONS	New Castle 1	2131 E. Broad Street	New Castle	IN
21	NON-OWNED SERVICE STATIONS	Peru 1	310 N. Broadway	Peru	IN
22	NON-OWNED SERVICE STATIONS	Plainfield 1	US Highway & Clarks Road	Plainfield	IN
23	NON-OWNED SERVICE STATIONS	Princeton 1	1600 West Broadway	Princeton	IN
24	NON-OWNED SERVICE STATIONS	Rockville 1	600 North Lincoln Road	Rockville	IN
25	NON-OWNED SERVICE STATIONS	Speedway 1	2490 Georgetown Road	Speedway	IN
26	NON-OWNED SERVICE STATIONS	Sullivan 1	Section and Johnson Street	Sullivan	IN
27	NON-OWNED SERVICE STATIONS	Terre Haute 2	1328 Poplar Street	Terre Haute	IN
28	NON-OWNED SERVICE STATIONS	Terre Haute 1	1732 North Third	Terre Haute	IN
29	NON-OWNED SERVICE STATIONS	Vincennes 1	1626 North 6th Street	Vincennes	IN
30	NON-OWNED SERVICE STATIONS	Wabash 1	958 North Cass	Wabash	IN
OTHER SITES					
31	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Blooming Grove	IN
32	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Huntington	IN
33	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Lynn	IN
34	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Milroy	IN
35	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Raleigh	IN
36	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Rushville	IN
37	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Shelbyville	IN
38	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Worthington	IN
39	OTHER SITES: GENERAL	FORMER INDIAN CREOSOTING COMPANY	NWNW SEC. 16/SWSW SEC. 9 T8N, R1W, LONGITUDE: -86.53, LATITUDE: 39.14/240 COUNTY CLUB ROAD	Bloomington	IN
40	OTHER SITES: GENERAL	CLERMONT TERMINAL	10833 EAST COUNTY ROAD 300 NORTH	Clermont	IN
41	OTHER SITES: GENERAL	AMERICAN CHEMICAL SERVICES NPL SITE AND GRIFFITH FORMER LANDFILL SITES	420 S. COLFAX AVENUE	Griffith	IN

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
42	OTHER SITES: GENERAL	KERR-MCGEE TERMINAL	9301 W. 30TH STREET	Indianapolis	IN

Non-Owned Sites: Kansas Covenant Not to Sue

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
SEPARATELY FUNDED SITES					
1	NON-OWNED SERVICE STATIONS	Ark City	601 Summit street	Ark City	KS
2	NON-OWNED SERVICE STATIONS	Arkansas City 1	601 S. Summit	Arkansas City	KS
3	NON-OWNED SERVICE STATIONS	Augusta 2	115 East 7th	Augusta	KS
4	NON-OWNED SERVICE STATIONS	Augusta 1	641 Osage	Augusta	KS
5	NON-OWNED SERVICE STATIONS	Belleville 1	28th & L Streets	Belleville	KS
6	NON-OWNED SERVICE STATIONS	Burlington 1	1124 N. 4th	Burlington	KS
7	NON-OWNED SERVICE STATIONS	Cherryvale Storage Tank	101 East Fourth Street	Cherryvale	KS
8	NON-OWNED SERVICE STATIONS	Cherryvale 1	NE/Third & Liberty (330 W. 3rd)	Cherryvale	KS
9	NON-OWNED SERVICE STATIONS	Colby	State Highway 25	Colby	KS
10	NON-OWNED SERVICE STATIONS	Concordia 1	NW/C 11th Street & Lincoln	Concordia	KS
11	NON-OWNED SERVICE STATIONS	Derby 1	230 S. Baltimore	Derby	KS
12	NON-OWNED SERVICE STATIONS	El Dorado 1	1631 West Central	El Dorado	KS
13	NON-OWNED SERVICE STATIONS	Emporia 1	1128 Commercial St.	Emporia	KS
14	NON-OWNED SERVICE STATIONS	Garden City Shop ‘N Gas	308 North Sixth Street	Garden City	KS
15	NON-OWNED SERVICE STATIONS	Garden City	NE/C 11th and Kansas Street	Garden City	KS
16	NON-OWNED SERVICE STATIONS	Hays 1	401 East 8th Street	Hays	KS
17	NON-OWNED SERVICE STATIONS	Haysville 1	248 South Seneca, Haysville KS 67060	Haysville	KS
18	NON-OWNED SERVICE STATIONS	Hillsboro 1	414 S. Washington	Hillsboro	KS
19	NON-OWNED SERVICE STATIONS	Hutchinson 1	2629 East 4th Street	Hutchinson	KS

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
20	NON-OWNED SERVICE STATIONS	Independence	112 N. 10th Street	Independence	KS
21	NON-OWNED SERVICE STATIONS	Iola 1	201 South State Street	Iola	KS
22	NON-OWNED SERVICE STATIONS	Junction City	711 Grant Avenue	Junction City	KS
23	NON-OWNED SERVICE STATIONS	Kansas City	4732 State Avenue	Kansas City	KS
24	NON-OWNED SERVICE STATIONS	Lawrence 4	900 Illinois	Lawrence	KS
25	NON-OWNED SERVICE STATIONS	Lawrence 3	930 W. 23rd Street	Lawrence	KS
26	NON-OWNED SERVICE STATIONS	Lawrence 2	West Sixth & Lawrence	Lawrence	KS
27	NON-OWNED SERVICE STATIONS	Lawrence 1	920 N. Second Street	Lawrence	KS
28	NON-OWNED SERVICE STATIONS	Liberal 2	US 54 Highway & Jewell Street	Liberal	KS
29	NON-OWNED SERVICE STATIONS	Manhattan 1	12th and Laramie	Manhattan	KS
30	NON-OWNED SERVICE STATIONS	Manhattan 2	State Highway 18 West	Manhattan	KS
31	NON-OWNED SERVICE STATIONS	Marysville 1	203 Center Street	Marysville	KS
32	NON-OWNED SERVICE STATIONS	Oakley	US Highway 83 & Interstate 70	Oakley	KS
33	NON-OWNED SERVICE STATIONS	Ogden 1	Highway 18	Ogden	KS
34	NON-OWNED SERVICE STATIONS	Oswego 1	NW/C 6th & Ohio Street	Oswego	KS
35	NON-OWNED SERVICE STATIONS	Paola 1	NW/C Piankishaw and Silver	Paola	KS
36	NON-OWNED SERVICE STATIONS	Pittsburgh 1	719 South Broadway	Pittsburgh	KS
37	NON-OWNED SERVICE STATIONS	Russell 1	US 281 E	Russell	KS
38	NON-OWNED SERVICE STATIONS	Topeka 5	101 East Highway 24	Topeka	KS
39	NON-OWNED SERVICE STATIONS	Topeka 2	4710 South Topeka Avenue	Topeka	KS
40	NON-OWNED SERVICE STATIONS	Topeka 3	5335 South Topeka Boulevard	Topeka	KS

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
41	NON-OWNED SERVICE STATIONS	Topeka 4	NW/C I-70 & Valencia Road	Topeka	KS
42	NON-OWNED SERVICE STATIONS	Washington	101 West 7th Street	Washington	KS
43	NON-OWNED SERVICE STATIONS	Wellington 1	206 West 15th	Wellington	KS
44	NON-OWNED SERVICE STATIONS	Wichita 2	1439 East 13th	Wichita	KS
45	NON-OWNED SERVICE STATIONS	Wichita 5	1701 East McArthur	Wichita	KS
46	NON-OWNED SERVICE STATIONS	Wichita 9	2160 South Broadway	Wichita	KS
47	NON-OWNED SERVICE STATIONS	Wichita 6	2347 South Senenca	Wichita	KS
48	NON-OWNED SERVICE STATIONS	Wichita 8	2410 South Oliver	Wichita	KS
49	NON-OWNED SERVICE STATIONS	Wichita 3	2439 North Arkansas	Wichita	KS
50	NON-OWNED SERVICE STATIONS	Wichita 4	4710 South East Boulevard	Wichita	KS
51	NON-OWNED SERVICE STATIONS	Wichita 1	6439 Highway 54 West	Wichita	KS
52	NON-OWNED SERVICE STATIONS	Wichita 7	695 North West Street	Wichita	KS
53	NON-OWNED SERVICE STATIONS	Wichita 10	NW/C 13th & Maize Road	Wichita	KS
54	NON-OWNED SERVICE STATIONS	Yates Center 1	501 West Mary	Yates Center	KS

Non-Owned Sites: Louisiana Covenant Not to Sue

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
SEPARATELY FUNDED SITES					
1	NON-OWNED FUNDED SITES	DUBACH GAS SITE	300 FLOWERS ROAD	Dubach	LA
2	OTHER SITES: GENERAL	CALHOUN FACILITY	200 GRIGGS ROAD	Calhoun	LA

Non-Owned Sites: Massachusetts Covenant Not to Sue

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
SEPARATELY FUNDED SITES					
1	NON-OWNED FUNDED SITES	FIREWORKS SITE	APPROXIMATELY 240 ACRES GENERALLY BORDERED TO THE NORTH BY SCHOOL AND CIRCUIT STREETS; TO THE EAST BY WINTER STREET AND BROADWAY; TO THE SOUTH BY EAST WASHINGTON STREET; AND TO THE WEST BY KING STREET.	Hanover	MA

Non-Owned Sites: Missouri Covenant Not to Sue

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
OTHER SITES					
1	OTHER SITES: GENERAL	ST. LOUIS	4000 KOCH HOSPITAL ROAD	Mehlville	MO
2	OTHER SITES: MINING SITES	Sheldon-Bellamy		Barton/Vernon	MO
3	OTHER SITES: MINING SITES	SE Missouri Regional		Butler/Carter/Reynolds /Shannon/Wayne	MO
4	OTHER SITES: MINING SITES	Cape Girardeau		Cape Girardeau	MO
5	OTHER SITES: MINING SITES	Van Buren		Carter	MO
6	OTHER SITES: MINING SITES	Caulfield District		Howell/Ozark	MO
7	OTHER SITES: MINING SITES	Western Missouri		Regional	MO
8	OTHER SITES: MINING SITES	Corridon		Reynolds	MO
9	OTHER SITES: MINING SITES	Ellington Area		Reynolds	MO
10	OTHER SITES: MINING SITES	Ozark Mine		Reynolds	MO
11	OTHER SITES: MINING SITES	Paint Rock		Shannon	MO
12	OTHER SITES: MINING SITES	Spring Valley		Shannon	MO
13	OTHER SITES: MINING SITES	St. Genevieve County		St. Genevieve	MO
14	OTHER SITES: MINING SITES	Vernon County		Vernon	MO
15	OTHER SITES: MINING SITES	Piedmont		Wayne	MO
16	OTHER SITES: MINING SITES	Belgrade			MO
17	OTHER SITES: MINING SITES	Williamsville Area			MO

Non-Owned Sites: Mississippi Covenant Not to Sue

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
SEPARATELY FUNDED SITES					
1	NON-OWNED FUNDED SITES	HATTIESBURG SITE	NEAR W. PINE STREET	HATTIESBURG	MS

Non-Owned Sites: Nevada Covenant Not to Sue

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
SEPARATELY FUNDED SITES					
1	OTHER SITES: MINING SITES	PIOCHE-CASELTON MINE SITES	T1N, R67 E	Lincoln	NV
2	OTHER SITES: MINING SITES	PIOCHE-BRISTOL MINE SITES	T3N, R66 E	Lincoln	NV
3	OTHER SITES: MINING SITES	Pioche (Bristol)		Lincoln	NV
4	OTHER SITES: MINING SITES	Pioche (Caselton)		Lincoln	NV

Non-Owned Sites: New Jersey Covenant Not to Sue

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
SEPARATELY FUNDED SITES					
1	NON-OWNED FUNDED SITES	WELSBACH AND GENERAL GAS MANTLE SUPERFUND SITE	5 AREAS IN CAMDEN AND GLOUCESTER CITY	Gloucester City	NJ
2	NON-OWNED FUNDED SITES	MANVILLE SITE	VALERIE DRIVE & LOUISE DRIVE	Manville	NJ
OTHER SITES					
3	OTHER SITES: GENERAL	SILSONIX CORPORATE SITE	514 LYONS AVENUE	Irvington	NJ
4	OTHER SITES: GENERAL	PATERSON SITE	21, 51, 99, and 203 kuller road	Paterson	NJ
5	OTHER SITES: GENERAL	SEWAREN TERMINAL	115 STATE STREET	Sewaren	NJ
6	OTHER SITES: MINING SITES	Manchester/ASARCO		Ocean/ Manchester	NJ

Non-Owned Sites: New York Covenant Not to Sue

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
SEPARATELY FUNDED SITES					
1	OTHER SITES: GENERAL	ROME SITE	5900 SUCCESS DRIVE	Rome	NY

Non-Owned Sites: North Carolina Releases

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
OTHER SITES					
1	OTHER SITES: GENERAL	POTTER'S SEPTIC TANK SERVICE PITS SUPERFUND SITE	OFF 74-76 NEAR SANDY CREEK & NORTHWEST	Sandy Creek	NC
2	OTHER SITES: GENERAL	BIG "O" JAMBOREE SITE	HIGHWAY 17 NORTH AND ROANOKE RIVER	Williamston	NC

Non-Owned Sites: Ohio Covenant Not to Sue

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
SEPARATELY FUNDED SITES					
1	NON-OWNED FUNDED SITES	TOLEDO TIE SITE	INTERSECTION OF FRENCHMENS ROAD AND ARCO DRIVE	Toledo	OH
2	NON-OWNED SERVICE STATIONS	Former kerr-mcgee manufacturing facility	604 findlay street	Fostoria	OH
OTHER SITES					
3	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER	1834 spangler road ne	Canton	OH
4	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Delta	OH
5	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Mt. Gilead	OH
6	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Union City	OH
7	OTHER SITES: AG-CHEM SITES	WAREHOUSE		W. Alexandria	OH
8	OTHER SITES: MINING SITES	Meigs		Meigs	OH

Non-Owned Sites: Oklahoma Covenant Not to Sue

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
SEPARATELY FUNDED SITES					
1	NON-OWNED FUNDED SITES	GORE SITE (SEQUOIA FUELS)	140 NORTH HIGHWAY 10	Gore	OK
2	NON-OWNED FUNDED SITES	KRINGER/STIGLER SITE (CHOCTAW COAL MINE SITE)	HASKELL COUNTY	Kringer/Stigler	OK
3	NON-OWNED FUNDED SITES	WYNNEWOOD SITE	906 SOUTH POWELL AVENUE	Wynnewood	OK
4	NON-OWNED FUNDED SITES	CUSHING SITE	1 MILE EAST OF HIGHWAY 18 AND DEEP ROCK ROAD INTERSECTION	Cushing	OK
5	NON-OWNED FUNDED SITES	CIMARRON SITE	1/2 MILE NORTH OF HIGHWAY 33 AND HIGHWAY 74 INTERSECTION	Guthrie	OK
6	NON-OWNED SERVICE STATIONS	Ada 1	14th Street & Mississippi	Ada	OK
7	NON-OWNED SERVICE STATIONS	Ada 2	630 N. Broadway	Ada	OK
8	NON-OWNED SERVICE STATIONS	Ada 3	914 West Main Street	Ada	OK
9	NON-OWNED SERVICE STATIONS	Ada 4	Cradduck Road and Highway 99	Ada	OK
10	NON-OWNED SERVICE STATIONS	Allen 1	Bulk and Service Station & Tourist Court	Allen	OK
11	NON-OWNED SERVICE STATIONS	Altus 1	721 South Main Street	Altus	OK
12	NON-OWNED SERVICE STATIONS	Alva	923 7th Street	Alva	OK
13	NON-OWNED SERVICE STATIONS	Anadarko 1	602 West Kentucky	Anadarko	OK
14	NON-OWNED SERVICE STATIONS	Anadarko 2	SW/C South Mission & Kentucky	Anadarko	OK
15	NON-OWNED SERVICE STATIONS	Antlers 1	U.S. Highway 271	Antlers	OK
16	NON-OWNED SERVICE STATIONS	Antlers 2		Antlers	OK
17	NON-OWNED SERVICE STATIONS	Ardmore 1	203 - 14th Street, N.E.	Ardmore	OK
18	NON-OWNED SERVICE STATIONS	Ardmore 2	SW/C US Highway 70 & I-35	Ardmore	OK
19	NON-OWNED SERVICE STATIONS	Atoka 1	206 N. Mississippi Avenue	Atoka	OK
20	NON-OWNED SERVICE STATIONS	Atoka 2	Highway 69	Atoka	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
21	NON-OWNED SERVICE STATIONS	Barnsdall 1	412 West Spruce	Barnsdall	OK
22	NON-OWNED SERVICE STATIONS	Bartlesville 3	4004 Nowata Road	Bartlesville	OK
23	NON-OWNED SERVICE STATIONS	Bartlesville 1	901 E. Frank Phillips	Bartlesville	OK
24	NON-OWNED SERVICE STATIONS	Bethany 2	7104 N.W. 23rd	Bethany	OK
25	NON-OWNED SERVICE STATIONS	Blackwell 1	1502 South Main Street	Blackwell	OK
26	NON-OWNED SERVICE STATIONS	Blackwell 2	728 North Main Street	Blackwell	OK
27	NON-OWNED SERVICE STATIONS	Braman 1	NW/C I-35 & US 77	Braman	OK
28	NON-OWNED SERVICE STATIONS	Britton	301 East Britton Avenue	Britton	OK
29	NON-OWNED SERVICE STATIONS	Broken Bow 1	West First and Park Drive	Broken Bow	OK
30	NON-OWNED SERVICE STATIONS	Cache 1	507 H Street	Cache	OK
31	NON-OWNED SERVICE STATIONS	Calvin 1	U.S. 75 and 270	Calvin	OK
32	NON-OWNED SERVICE STATIONS	Chandler Bulk Station	6th and Manvel Streets	Chandler	OK
33	NON-OWNED SERVICE STATIONS	Chandler 1	Cleveland Street and US Highway 66	Chandler	OK
34	NON-OWNED SERVICE STATIONS	Checotah 1	P.O. Box 28	Checotah	OK
35	NON-OWNED SERVICE STATIONS	Cherokee 1	Highway 64 and South Ohio	Cherokee	OK
36	NON-OWNED SERVICE STATIONS	Chickasha 2	1502 South 4th Street	Chickasha	OK
37	NON-OWNED SERVICE STATIONS	Choctaw 1	Muzzy Street	Choctaw	OK
38	NON-OWNED SERVICE STATIONS	Cleveland 1	C Street and Caddo	Cleveland	OK
39	NON-OWNED SERVICE STATIONS	Clinton 1	2000 Gary Freeway	Clinton	OK
40	NON-OWNED SERVICE STATIONS	Clinton 2	NE/C 4th and Terrace	Clinton	OK
41	NON-OWNED SERVICE STATIONS	Cordell 1	1110 North Church Street	Cordell	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
42	NON-OWNED SERVICE STATIONS	Cordell 2	1126 East Main Street	Cordell	OK
43	NON-OWNED SERVICE STATIONS	Cushing 1	1624 or 1348 East Main Street	Cushing	OK
44	NON-OWNED SERVICE STATIONS	Cushing 2	905 North Little	Cushing	OK
45	NON-OWNED SERVICE STATIONS	Cushing 3	NW/C East Main & Linwood	Cushing	OK
46	NON-OWNED SERVICE STATIONS	Davis 1	R.F.D. 1	Davis	OK
47	NON-OWNED SERVICE STATIONS	Del City	1801 S. Sunnylane	Del City	OK
48	NON-OWNED SERVICE STATIONS	Dill City	SE/4 of Sectio 31, T 10 N, R 18 W, Washita County	Dill City	OK
49	NON-OWNED SERVICE STATIONS	Drumright 2	501 North Harley Street	Drumright	OK
50	NON-OWNED SERVICE STATIONS	Drumright Bulk Station	Wheeler Lease	Drumright	OK
51	NON-OWNED SERVICE STATIONS	Duncan 3	16th and Pine	Duncan	OK
52	NON-OWNED SERVICE STATIONS	Duncan 1	505 S. 81st Bypass	Duncan	OK
53	NON-OWNED SERVICE STATIONS	Duncan 2	706 East Highway 7	Duncan	OK
54	NON-OWNED SERVICE STATIONS	Edmond 2	1422 S. Broadway	Edmond	OK
55	NON-OWNED SERVICE STATIONS	Edmond 1	2216 West Edmond Road	Edmond	OK
56	NON-OWNED SERVICE STATIONS	El Reno 2	1519 Sunset Drive	El Reno	OK
57	NON-OWNED SERVICE STATIONS	Elk City 2	2124 West Third Street	Elk City	OK
58	NON-OWNED SERVICE STATIONS	Elk City	I-40 & County Road	Elk City	OK
59	NON-OWNED SERVICE STATIONS	Elk City 1	NE/C First & Van Buren	Elk City	OK
60	NON-OWNED SERVICE STATIONS	Enid 3	129 West Elm Street	Enid	OK
61	NON-OWNED SERVICE STATIONS	Enid 5	1609 South Van Buren	Enid	OK
62	NON-OWNED SERVICE STATIONS	Enid 4	231 West Main Street	Enid	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
63	NON-OWNED SERVICE STATIONS	Enid 1	308 West Broadway	Enid	OK
64	NON-OWNED SERVICE STATIONS	Enid 6	424 N. Van Buren	Enid	OK
65	NON-OWNED SERVICE STATIONS	Enid 7	North 4th & Walnut	Enid	OK
66	NON-OWNED SERVICE STATIONS	Erick 1	NE/C I-40 & SH 30	Erick	OK
67	NON-OWNED SERVICE STATIONS	Eufaula 1	302 North Main Street	Eufaula	OK
68	NON-OWNED SERVICE STATIONS	Eufaula 2	State Highway 9 and US 69 Service Road	Eufaula	OK
69	NON-OWNED SERVICE STATIONS	Fairland	NW/C Connor and Main Street	Fairland	OK
70	NON-OWNED SERVICE STATIONS	Fairview	Main and Ash Streets	Fairview	OK
71	NON-OWNED SERVICE STATIONS	Frederick 1	1200 S. Main Street	Frederick	OK
72	NON-OWNED SERVICE STATIONS	Gore 1	NW/C 8th and Main Streets	Gore	OK
73	NON-OWNED SERVICE STATIONS	Guthrie 1	308 S. Division Street	Guthrie	OK
74	NON-OWNED SERVICE STATIONS	Guthrie	617-618 Division Street	Guthrie	OK
75	NON-OWNED SERVICE STATIONS	Hennessey	I-81 & I-51	Hennessey	OK
76	NON-OWNED SERVICE STATIONS	Henryetta	611 E. Main street	Henryetta	OK
77	NON-OWNED SERVICE STATIONS	Henryetta 2	SW/C East Main and F Streets	Henryetta	OK
78	NON-OWNED SERVICE STATIONS	Henryetta 1	US Highway 62 East	Henryetta	OK
79	NON-OWNED SERVICE STATIONS	Holdenville 1	7th Avenue and Hinckley Street	Holdenville	OK
80	NON-OWNED SERVICE STATIONS	Hugo 1	601 W. Jackson	Hugo	OK
81	NON-OWNED SERVICE STATIONS	Idabel 1	110 East Washington	Idabel	OK
82	NON-OWNED SERVICE STATIONS	Kansas	State Highway 33 East	Kansas	OK
83	NON-OWNED SERVICE STATIONS	Keota 1	2 miles East of Keota on State Highway 9	Keota	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
84	NON-OWNED SERVICE STATIONS	Konawa 1	111 East Main	Konawa	OK
85	NON-OWNED SERVICE STATIONS	Lawton 4	2401 Cache Road	Lawton	OK
86	NON-OWNED SERVICE STATIONS	Lawton 6	4135 West Gore	Lawton	OK
87	NON-OWNED SERVICE STATIONS	Lexington 1	Highway 77	Lexington	OK
88	NON-OWNED SERVICE STATIONS	Lindsay 1	508 West Cherokee	Lindsay	OK
89	NON-OWNED SERVICE STATIONS	Madill	511 S. 1st street	Madill	OK
90	NON-OWNED SERVICE STATIONS	Madill 1	511 South First	Madill	OK
91	NON-OWNED SERVICE STATIONS	Maysville 1	Sixth and Ash Streets	Maysville	OK
92	NON-OWNED SERVICE STATIONS	McAlester 2	1101 E. Carl Albert	McAlester	OK
93	NON-OWNED SERVICE STATIONS	McAlester	1101 E. Carl Albert pkwy	McAlester	OK
94	NON-OWNED SERVICE STATIONS	McAlester	Ashland & Main	McAlester	OK
95	NON-OWNED SERVICE STATIONS	Midwest City	1100 N. Douglas Blvd.	Midwest City	OK
96	NON-OWNED SERVICE STATIONS	Midwest City 2	1100 North Midwest Blvd	Midwest City	OK
97	NON-OWNED SERVICE STATIONS	Midwest City 4	2725 South Midwest Blvd	Midwest City	OK
98	NON-OWNED SERVICE STATIONS	Midwest City	8917 SE 29th street	Midwest City	OK
99	NON-OWNED SERVICE STATIONS	Midwest City	N.E. 10th street & N. Midwest Blvd.	Midwest City	OK
100	NON-OWNED SERVICE STATIONS	Midwest City 1	NW/C NE 10 and Westminster	Midwest City	OK
101	NON-OWNED SERVICE STATIONS	Midwest City 5	NW/C SE 29 & Post Road	Midwest City	OK
102	NON-OWNED SERVICE STATIONS	Midwest City	SE 29th street & Sooner road	Midwest City	OK
103	NON-OWNED SERVICE STATIONS	Moore	600 SW 4th street	Moore	OK
104	NON-OWNED SERVICE STATIONS	Moore 2	714 N.W. 27th	Moore	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
105	NON-OWNED SERVICE STATIONS	Moore	714 NW 27th street	Moore	OK
106	NON-OWNED SERVICE STATIONS	Moore	800 N.E. 12th street	Moore	OK
107	NON-OWNED SERVICE STATIONS	Moore 6	NE/C SE 19th & Eastern	Moore	OK
108	NON-OWNED SERVICE STATIONS	Moore 1	NW/C SE 119 & Sunnylane	Moore	OK
109	NON-OWNED SERVICE STATIONS	Moore 3	SE/C 119th and Bryant	Moore	OK
110	NON-OWNED SERVICE STATIONS	Moore 4	SE/C SE 164th & Bryant Avenue	Moore	OK
111	NON-OWNED SERVICE STATIONS	Moore 4	SW 4th and Telephone Road	Moore	OK
112	NON-OWNED SERVICE STATIONS	Muskogee	101 W. Southside Blvd.	Muskogee	OK
113	NON-OWNED SERVICE STATIONS	Muskogee	111 S. 32nd street	Muskogee	OK
114	NON-OWNED SERVICE STATIONS	Muskogee 4	1202 West Okmulgee	Muskogee	OK
115	NON-OWNED SERVICE STATIONS	Muskogee	2340 Gibson street	Muskogee	OK
116	NON-OWNED SERVICE STATIONS	Muskogee	2404 E. Chandler road	Muskogee	OK
117	NON-OWNED SERVICE STATIONS	Muskogee 1	3704 West Okmulgee	Muskogee	OK
118	NON-OWNED SERVICE STATIONS	Muskogee	737 Callahan street	Muskogee	OK
119	NON-OWNED SERVICE STATIONS	Muskogee 8	838 North Main Street	Muskogee	OK
120	NON-OWNED SERVICE STATIONS	Muskogee 9	SW/C Shawnee and North 17th Street	Muskogee	OK
121	NON-OWNED SERVICE STATIONS	Mustang 2	NE/C S.W. 74th Street and Czech Hall Road	Mustang	OK
122	NON-OWNED SERVICE STATIONS	Mustang 1	NW/C SW 44th and Sara Road	Mustang	OK
123	NON-OWNED SERVICE STATIONS	Mustang 4	SE/C Sw 29th St. & Mustang Road	Mustang	OK
124	NON-OWNED SERVICE STATIONS	Mustang 3	SW/C SW 59th & Mustang Road	Mustang	OK
125	NON-OWNED SERVICE STATIONS	New Perryman		New Perryman	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
126	NON-OWNED SERVICE STATIONS	Newcastle 1	Tuttle & Newcastle 1	Newcastle	OK
127	NON-OWNED SERVICE STATIONS	Noble 1	US Highway 77	Noble	OK
128	NON-OWNED SERVICE STATIONS	Norman	1445 W. Lindsey street	Norman	OK
129	NON-OWNED SERVICE STATIONS	Norman 2	2100 W. Main	Norman	OK
130	NON-OWNED SERVICE STATIONS	Norman	2316 E. Lindsey street	Norman	OK
131	NON-OWNED SERVICE STATIONS	Norman 1	2316 West Lindsey	Norman	OK
132	NON-OWNED SERVICE STATIONS	Norman	316 W. Robinson street	Norman	OK
133	NON-OWNED SERVICE STATIONS	Norman 10	Highway 77 SE	Norman	OK
134	NON-OWNED SERVICE STATIONS	Norman 6	NE/C SW 194th and Santa Fe Avenue	Norman	OK
135	NON-OWNED SERVICE STATIONS	Norman 4	NW/C New State Highway 9 & Douglas	Norman	OK
136	NON-OWNED SERVICE STATIONS	Norman 3	Robinson Street & Berry Street	Norman	OK
137	NON-OWNED SERVICE STATIONS	Norman 5	SW/C SE 19th and Midwest Blvd	Norman	OK
138	NON-OWNED SERVICE STATIONS	Nowata 1	216 South Ash	Nowata	OK
139	NON-OWNED SERVICE STATIONS	Okemah 1	402 North Fifth Street	Okemah	OK
140	NON-OWNED SERVICE STATIONS	Okemah 2	I-40 & State 27 Interchange	Okemah	OK
141	NON-OWNED SERVICE STATIONS	Oklahoma City	SE/C 17th and N MacArthur	Oklahoma	OK
142	NON-OWNED SERVICE STATIONS	Oklahoma City 42	100 N.E. 13th Street	Oklahoma City	OK
143	NON-OWNED SERVICE STATIONS	Oklahoma City 99	101 NW 63rd	Oklahoma City	OK
144	NON-OWNED SERVICE STATIONS	Oklahoma City 39	101 South Walker	Oklahoma City	OK
145	NON-OWNED SERVICE STATIONS	Oklahoma City 1	1023 West Main Street	Oklahoma City	OK
146	NON-OWNED SERVICE STATIONS	Oklahoma City 29	1030 North Western	Oklahoma City	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
147	NON-OWNED SERVICE STATIONS	Southern Region Office	105 S.E. 46th Street	Oklahoma City	OK
148	NON-OWNED SERVICE STATIONS	Oklahoma City	10830 N. May avenue	Oklahoma City	OK
149	NON-OWNED SERVICE STATIONS	Oklahoma City 27	1100 S.W. 29th Street	Oklahoma City	OK
150	NON-OWNED SERVICE STATIONS	Oklahoma City 117	1207 Sovereign Row, Building A #1207B	Oklahoma City	OK
151	NON-OWNED SERVICE STATIONS	Oklahoma City	122nd street & MacArthur blvd	Oklahoma City	OK
152	NON-OWNED SERVICE STATIONS	Oklahoma City	122nd street & Rockwell avenue	Oklahoma City	OK
153	NON-OWNED SERVICE STATIONS	Oklahoma City 113	12300 N. MacArthur	Oklahoma City	OK
154	NON-OWNED SERVICE STATIONS	Oklahoma City 12	1301 South Walker	Oklahoma City	OK
155	NON-OWNED SERVICE STATIONS	Oklahoma City 35	1306 East Reno	Oklahoma City	OK
156	NON-OWNED SERVICE STATIONS	Oklahoma City 60	1601 South May Avenue (near 15th)	Oklahoma City	OK
157	NON-OWNED SERVICE STATIONS	Oklahoma City 32	1724 N.W. 16th Street	Oklahoma City	OK
158	NON-OWNED SERVICE STATIONS	Oklahoma City 75	1920 N.E. Eight Street	Oklahoma City	OK
159	NON-OWNED SERVICE STATIONS	Oklahoma City 7A	201 South May Avenue	Oklahoma City	OK
160	NON-OWNED SERVICE STATIONS	Oklahoma City	201 W. Britton road	Oklahoma City	OK
161	NON-OWNED SERVICE STATIONS	Oklahoma City 57	201 West Britton Road	Oklahoma City	OK
162	NON-OWNED SERVICE STATIONS	Oklahoma City 36	2040 N.W. 23rd Street	Oklahoma City	OK
163	NON-OWNED SERVICE STATIONS	Oklahoma City Warehouse	220 N.W. Robert S. Kerr Avenue	Oklahoma City	OK
164	NON-OWNED SERVICE STATIONS	Oklahoma City 21	2321 N. Portland	Oklahoma City	OK
165	NON-OWNED SERVICE STATIONS	Oklahoma City 8	23rd & Eastern	Oklahoma City	OK
166	NON-OWNED SERVICE STATIONS	Oklahoma City	23rd street & Portland avenue	Oklahoma City	OK
167	NON-OWNED SERVICE STATIONS	Oklahoma City	23rd street & Rockwell avenue	Oklahoma City	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
168	NON-OWNED SERVICE STATIONS	Oklahoma City 2	2410 S.W. 29th Street	Oklahoma City	OK
169	NON-OWNED SERVICE STATIONS	OKLAHOMA CITY	2412 SW 29TH STREET (29TH AND AGNEW)	Oklahoma City	OK
170	NON-OWNED SERVICE STATIONS	Oklahoma City 31	2419 North Classen	Oklahoma City	OK
171	NON-OWNED SERVICE STATIONS	Oklahoma City	2421 SW 29th street	Oklahoma City	OK
172	NON-OWNED SERVICE STATIONS	Oklahoma City 3	2523 Classen Blvd	Oklahoma City	OK
173	NON-OWNED SERVICE STATIONS	Oklahoma City	2523 Classen Blvd.	Oklahoma City	OK
174	NON-OWNED SERVICE STATIONS	Oklahoma City 70	2726 S. Western	Oklahoma City	OK
175	NON-OWNED SERVICE STATIONS	Oklahoma City 58	2819 South Shields	Oklahoma City	OK
176	NON-OWNED SERVICE STATIONS	Oklahoma City 54	2840 S.W. 59th	Oklahoma City	OK
177	NON-OWNED SERVICE STATIONS	Oklahoma City 38	2900 N.W. 16th	Oklahoma City	OK
178	NON-OWNED SERVICE STATIONS	Oklahoma City 12	2900 Northwest 23rd Street	Oklahoma City	OK
179	NON-OWNED SERVICE STATIONS	midwest city #3	2917 south douglas avenue	Oklahoma City	OK
180	NON-OWNED SERVICE STATIONS	Oklahoma City 83	2922 N. Lincoln	Oklahoma City	OK
181	NON-OWNED SERVICE STATIONS	Oklahoma City 34	3020 N.W. 23rd	Oklahoma City	OK
182	NON-OWNED SERVICE STATIONS	Oklahoma City 40	318 North Walnut	Oklahoma City	OK
183	NON-OWNED SERVICE STATIONS	Oklahoma City	3601 and 3603 NW 50th street	Oklahoma City	OK
184	NON-OWNED SERVICE STATIONS	Oklahoma City	36th street & May avenue	Oklahoma City	OK
185	NON-OWNED SERVICE STATIONS	Oklahoma City	3701 S. Pennsylvania avenue (near 36th street)	Oklahoma City	OK
186	NON-OWNED SERVICE STATIONS	Oklahoma City 15	3701 South Pennsylvania	Oklahoma City	OK
187	NON-OWNED SERVICE STATIONS	Oklahoma City	4015 N. Pennsylvania avenue	Oklahoma City	OK
188	NON-OWNED SERVICE STATIONS	Oklahoma City 90	4015 North Pennsylvania	Oklahoma City	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
189	NON-OWNED SERVICE STATIONS	Oklahoma City 11	402 South Robinson Street	Oklahoma City	OK
190	NON-OWNED SERVICE STATIONS	Oklahoma City 43	4200 Newcastle Road	Oklahoma City	OK
191	NON-OWNED SERVICE STATIONS	Oklahoma City 52	4200 South May Avenue (near may and 41st)	Oklahoma City	OK
192	NON-OWNED SERVICE STATIONS	Oklahoma City 26	429 S.E. 29th Street	Oklahoma City	OK
193	NON-OWNED SERVICE STATIONS	Oklahoma City 51	4430 West Reno	Oklahoma City	OK
194	NON-OWNED SERVICE STATIONS	Oklahoma City 67	4432 N.W. 63rd	Oklahoma City	OK
195	NON-OWNED SERVICE STATIONS	Oklahoma City	4th street & Harrison avenue	Oklahoma City	OK
196	NON-OWNED SERVICE STATIONS	Oklahoma City	5101 N. Western avenue	Oklahoma City	OK
197	NON-OWNED SERVICE STATIONS	Oklahoma City 30	5101 N. Western Avenue	Oklahoma City	OK
198	NON-OWNED SERVICE STATIONS	Oklahoma City 68	5241 NW 10th Street	Oklahoma City	OK
199	NON-OWNED SERVICE STATIONS	OKLAHOMA CITY	5400 MARTIN LUTHER KING	Oklahoma City	OK
200	NON-OWNED SERVICE STATIONS	Oklahoma City 24	5529 SE 15th	Oklahoma City	OK
201	NON-OWNED SERVICE STATIONS	Oklahoma City	57th and north may	Oklahoma City	OK
202	NON-OWNED SERVICE STATIONS	Oklahoma City 16	5816 North May Avenue	Oklahoma City	OK
203	NON-OWNED SERVICE STATIONS	Oklahoma City 6	5901 South Shields	Oklahoma City	OK
204	NON-OWNED SERVICE STATIONS	Oklahoma City	63rd & Broadway	Oklahoma City	OK
205	NON-OWNED SERVICE STATIONS	Oklahoma City	63rd street & May avenue	Oklahoma City	OK
206	NON-OWNED SERVICE STATIONS	Oklahoma City	63rd street & Meridian avenue	Oklahoma City	OK
207	NON-OWNED SERVICE STATIONS	Oklahoma City 33	6401 N. May	Oklahoma City	OK
208	NON-OWNED SERVICE STATIONS	Oklahoma City 5	6602 North Western	Oklahoma City	OK
209	NON-OWNED SERVICE STATIONS	Oklahoma City 17	700 S.E. 15th	Oklahoma City	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
210	NON-OWNED SERVICE STATIONS	Oklahoma City 18	701 N.E. 7th Street	Oklahoma City	OK
211	NON-OWNED SERVICE STATIONS	Oklahoma City 7	701 NE 8th Street	Oklahoma City	OK
212	NON-OWNED SERVICE STATIONS	Oklahoma City 114	7040 N.W. 122nd	Oklahoma City	OK
213	NON-OWNED SERVICE STATIONS	Oklahoma City 2A	723 South Walker	Oklahoma City	OK
214	NON-OWNED SERVICE STATIONS	Oklahoma City 71	7941 N.E. Expressway	Oklahoma City	OK
215	NON-OWNED SERVICE STATIONS	Oklahoma City 111	7944 W. Hefner Road	Oklahoma City	OK
216	NON-OWNED SERVICE STATIONS	Oklahoma City Bulk Station	814 South Harvey Street	Oklahoma City	OK
217	NON-OWNED SERVICE STATIONS	Oklahoma City	89th street & S. Pennsylvania avenue	Oklahoma City	OK
218	NON-OWNED SERVICE STATIONS	Oklahoma City 116	9000 South Pennsylvania	Oklahoma City	OK
219	NON-OWNED SERVICE STATIONS	Oklahoma City 93	901 South Pennsylvania	Oklahoma City	OK
220	NON-OWNED SERVICE STATIONS	Oklahoma City 37	9214 North Western	Oklahoma City	OK
221	NON-OWNED SERVICE STATIONS	Oklahoma City 108	9300 Block of N. Rockwell	Oklahoma City	OK
222	NON-OWNED SERVICE STATIONS	Oklahoma City 73	950 N.E. 23rd Street (near kelley)	Oklahoma City	OK
223	NON-OWNED SERVICE STATIONS	Oklahoma City 61	Hefner Road and Broadway Extension	Oklahoma City	OK
224	NON-OWNED SERVICE STATIONS	Oklahoma City	N. Council road & W. Hefner road	Oklahoma City	OK
225	NON-OWNED SERVICE STATIONS	Oklahoma City 106	N. of I-240 & Sooner Road	Oklahoma City	OK
226	NON-OWNED SERVICE STATIONS	Oklahoma City 13	N.E. 23rd and Post Road	Oklahoma City	OK
227	NON-OWNED SERVICE STATIONS	Oklahoma City 53	N.E. 63rd & Prospect	Oklahoma City	OK
228	NON-OWNED SERVICE STATIONS	Oklahoma City 69	N.W. 50th East of Portland	Oklahoma City	OK
229	NON-OWNED SERVICE STATIONS	Oklahoma City 115	N.W. Highway & Harvest Hills Road	Oklahoma City	OK
230	NON-OWNED SERVICE STATIONS	Billboard	N.W/C N. W. 23rd and Ann Arbor	Oklahoma City	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
231	NON-OWNED SERVICE STATIONS	Oklahoma City 94	NE 64th & Oklahoma Avenue	Oklahoma City	OK
232	NON-OWNED SERVICE STATIONS	Oklahoma City 4	NE Corner of SE 29th & Sooner Rd.	Oklahoma City	OK
233	NON-OWNED SERVICE STATIONS	Oklahoma City 91	NE/C N. Eastern and 52nd	Oklahoma City	OK
234	NON-OWNED SERVICE STATIONS	Oklahoma City 49	NE/C N.W. 16th St. and Council Road	Oklahoma City	OK
235	NON-OWNED SERVICE STATIONS	Oklahoma City 45	NE/C Reno & Rockwell	Oklahoma City	OK
236	NON-OWNED SERVICE STATIONS	Oklahoma City 92	NE/C S.W. 39th and Portland	Oklahoma City	OK
237	NON-OWNED SERVICE STATIONS	Oklahoma City 105	NE/C SE 134 & Sunnylane	Oklahoma City	OK
238	NON-OWNED SERVICE STATIONS	Oklahoma City 104	NE/C SW 89th & Walker	Oklahoma City	OK
239	NON-OWNED SERVICE STATIONS	Oklahoma City 44	NW 24th and MacArthur Boulevard	Oklahoma City	OK
240	NON-OWNED SERVICE STATIONS	Oklahoma City 55	NW/C 122nd and N. Kelley	Oklahoma City	OK
241	NON-OWNED SERVICE STATIONS	Oklahoma City 66	NW/C N.W. 23rd Street and Ann Arbor	Oklahoma City	OK
242	NON-OWNED SERVICE STATIONS	Oklahoma City 112	NW/C NW 122nd & Council	Oklahoma City	OK
243	NON-OWNED SERVICE STATIONS	Oklahoma City 82	NW/C Reno & Mustang Road	Oklahoma City	OK
244	NON-OWNED SERVICE STATIONS	Billboards	NW/C S.E. 29th & Douglas	Oklahoma City	OK
245	NON-OWNED SERVICE STATIONS	Oklahoma City 78	NW/C SW 44th & Rockwell	Oklahoma City	OK
246	NON-OWNED SERVICE STATIONS	Oklahoma City 100	NW/C Wilshire & Harvey	Oklahoma City	OK
247	NON-OWNED SERVICE STATIONS	Billboard	S.E. CN.W. 63rd and Meridian	Oklahoma City	OK
248	NON-OWNED SERVICE STATIONS	Oklahoma City 41	S.W. 13th and May Avenue	Oklahoma City	OK
249	NON-OWNED SERVICE STATIONS	Oklahoma City 20	S.W. 44th and Pennsylvania	Oklahoma City	OK
250	NON-OWNED SERVICE STATIONS	Oklahoma City 86	SE/C NW 10 & Morgan Road	Oklahoma City	OK
251	NON-OWNED SERVICE STATIONS	OKC - MEEKER #2 FARM	SE/C NW 164 STREET & PORTLAND AVENUE	Oklahoma City	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
252	NON-OWNED SERVICE STATIONS	OKC - MEEKER #2 FARM	SE/C NW 164 STREET & PORTLAND AVENUE	Oklahoma City	OK
253	NON-OWNED SERVICE STATIONS	Oklahoma City 103	SE/C of SW 44th & MacArthur	Oklahoma City	OK
254	NON-OWNED SERVICE STATIONS	Billboard	SE/C S.W. 59th & May	Oklahoma City	OK
255	NON-OWNED SERVICE STATIONS	Oklahoma City 76	SE/C SE 149th & Sooner Road	Oklahoma City	OK
256	NON-OWNED SERVICE STATIONS	Oklahoma City 80	SE/C SW 134th & S. Pennsylvania	Oklahoma City	OK
257	NON-OWNED SERVICE STATIONS	Oklahoma City 48	SE/C SW 29th & Meridian	Oklahoma City	OK
258	NON-OWNED SERVICE STATIONS	Billboard	SE/C West Reno and Meridian	Oklahoma City	OK
259	NON-OWNED SERVICE STATIONS	Knox Service Station, Job 5	Southwest 29th and Harvey	Oklahoma City	OK
260	NON-OWNED SERVICE STATIONS	Oklahoma City 72	Styll Road and Northwest Highway.	Oklahoma City	OK
261	NON-OWNED SERVICE STATIONS	Oklahoma City	SW 59th street & May avenue	Oklahoma City	OK
262	NON-OWNED SERVICE STATIONS	Oklahoma City	sw 8th and pennsylvania ave	Oklahoma City	OK
263	NON-OWNED SERVICE STATIONS	Oklahoma City 97	SW/C N. Western & Memorial Road	Oklahoma City	OK
264	NON-OWNED SERVICE STATIONS	Oklahoma City 81	SW/C NW 10th & Mustang Road	Oklahoma City	OK
265	NON-OWNED SERVICE STATIONS	Oklahoma City 107	SW/C SE 89 & Sooner Road	Oklahoma City	OK
266	NON-OWNED SERVICE STATIONS	Oklahoma City 95	SW/C SW 29th & Morgan Road	Oklahoma City	OK
267	NON-OWNED SERVICE STATIONS	Oklahoma City	w. Reno avenue & s. Meridian street	Oklahoma City	OK
268	NON-OWNED SERVICE STATIONS	Oklahoma City 50	NEC SW 44th & MacArthur	Oklahoma City	OK
269	NON-OWNED SERVICE STATIONS	Oklahoma City 47	SW/C N. W. Highway & MacArthur Blvd	Oklahoma City	OK
270	NON-OWNED SERVICE STATIONS	Oklahoma City 100	W. side of S. Western near 93rd Street (9128 western road)	Oklahoma City	OK
271	NON-OWNED SERVICE STATIONS	Okmulgee	10 N. Wood Drive	Okmulgee	OK
272	NON-OWNED SERVICE STATIONS	Okmulgee 1	200 South Muskogee Street	Okmulgee	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
273	NON-OWNED SERVICE STATIONS	Okmulgee 3	210 N. Wood Drive	Okmulgee	OK
274	NON-OWNED SERVICE STATIONS	Okmulgee 2	Okmulgee and Fourth Streets	Okmulgee	OK
275	NON-OWNED SERVICE STATIONS	Owasso 1	101 S. Main	Owasso	OK
276	NON-OWNED SERVICE STATIONS	PAULS VALLEY	900 S CHICKASAW	Pauls Valley	OK
277	NON-OWNED SERVICE STATIONS	Pawnee County	Fee 136, Lake Keystone	Pawnee	OK
278	NON-OWNED SERVICE STATIONS	Pawnee County	Fee 86 Arkansas River Property	Pawnee	OK
279	NON-OWNED SERVICE STATIONS	Perry		Perry	OK
280	NON-OWNED SERVICE STATIONS	Pierce 307	SW/C I-40 & Pierce Road	Pierce	OK
281	NON-OWNED SERVICE STATIONS	Ponca City 2	200 East Highland	Ponca City	OK
282	NON-OWNED SERVICE STATIONS	Ponca City	500 E. Hartford avenue	Ponca City	OK
283	NON-OWNED SERVICE STATIONS	Ponca City 3	Highway U.S. 60 West	Ponca City	OK
284	NON-OWNED SERVICE STATIONS	Ponca City 1	South 4th Street and East South Avenue	Ponca City	OK
285	NON-OWNED SERVICE STATIONS	Poteau 1	500 North Front Street	Poteau	OK
286	NON-OWNED SERVICE STATIONS	Poteau	701 Highway	Poteau	OK
287	NON-OWNED SERVICE STATIONS	Poteau Bulk Station	East Dewey and KCS right-of-way	Poteau	OK
288	NON-OWNED SERVICE STATIONS	Pryor 1	Highway 69	Pryor	OK
289	NON-OWNED SERVICE STATIONS	Purcell 1	508 South Green Street	Purcell	OK
290	NON-OWNED SERVICE STATIONS	Purcell 2	630 S. Green Avenue	Purcell	OK
291	NON-OWNED SERVICE STATIONS	Rush Springs 1	West Side U.S. Highway 81	Rush Springs	OK
292	NON-OWNED SERVICE STATIONS	Sallisaw	1101 E. Cherokee avenue	Sallisaw	OK
293	NON-OWNED SERVICE STATIONS	Sapulpa 2	501 Dewey Avenue	Sapulpa	OK

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294	NON-OWNED SERVICE STATIONS	Sapulpa 1	717 E. Dewey St.	Sapulpa	OK
295	NON-OWNED SERVICE STATIONS	Shattuck 1	NE/C Main & 8th	Shattuck	OK
296	NON-OWNED SERVICE STATIONS	Shawnee 3	1501 North Kickapoo	Shawnee	OK
297	NON-OWNED SERVICE STATIONS	Shawnee 1	301 East Highland Street	Shawnee	OK
298	NON-OWNED SERVICE STATIONS	Shawnee 4	NE/C I-40 & St. Highway 9A	Shawnee	OK
299	NON-OWNED SERVICE STATIONS	Spencer 1	SW/C NE 36th & Spencer Road	Spencer	OK
300	NON-OWNED SERVICE STATIONS	Spiro 1		Spiro	OK
301	NON-OWNED SERVICE STATIONS	Stigler 2	701 Maine Street	Stigler	OK
302	NON-OWNED SERVICE STATIONS	Stigler 1	310 West Main	Stigler	OK
303	NON-OWNED SERVICE STATIONS	Stillwater 1	1124 Boomer Road	Stillwater	OK
304	NON-OWNED SERVICE STATIONS	Stillwater	1124 N. Boomer Road	Stillwater	OK
305	NON-OWNED SERVICE STATIONS	Stillwater	424 W. 6th Street	Stillwater	OK
306	NON-OWNED SERVICE STATIONS	Tahlequah	1909 S. Muskogee avenue	Tahlequah	OK
307	NON-OWNED SERVICE STATIONS	Tahlequah	904 S. Muskogee	Tahlequah	OK
308	NON-OWNED SERVICE STATIONS	Tishomingo 2	Highway 78 East	Tishomingo	OK
309	NON-OWNED SERVICE STATIONS	Tishomingo 1	Highway 99 (705 North Kemp)	Tishomingo	OK
310	NON-OWNED SERVICE STATIONS	Tulsa	10519 E. 11th street	Tulsa	OK
311	NON-OWNED SERVICE STATIONS	Tulsa 29	10519 East 11th Street	Tulsa	OK
312	NON-OWNED SERVICE STATIONS	Tulsa 8	1435 South Lewis	Tulsa	OK
313	NON-OWNED SERVICE STATIONS	Tulsa 21	1706 East Pine Street	Tulsa	OK
314	NON-OWNED SERVICE STATIONS	Tulsa 9	1823 East Third Street	Tulsa	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
315	NON-OWNED SERVICE STATIONS	Tulsa 3	209 S. Peoria	Tulsa	OK
316	NON-OWNED SERVICE STATIONS	Tulsa 10	21st and Lewis Avenue	Tulsa	OK
317	NON-OWNED SERVICE STATIONS	Tulsa 28	2341 Southwest Boulevard	Tulsa	OK
318	NON-OWNED SERVICE STATIONS	Tulsa 33	2604 East Apache	Tulsa	OK
319	NON-OWNED SERVICE STATIONS	Tulsa 17	2797 North Peoria	Tulsa	OK
320	NON-OWNED SERVICE STATIONS	Tulsa 6	3252 Southwest Boulevard	Tulsa	OK
321	NON-OWNED SERVICE STATIONS	Tulsa 23	3625 South Sheridan	Tulsa	OK
322	NON-OWNED SERVICE STATIONS	Tulsa 1	3917 East 11th Street	Tulsa	OK
323	NON-OWNED SERVICE STATIONS	Tulsa 2	4106 East Admiral Place	Tulsa	OK
324	NON-OWNED SERVICE STATIONS	Tulsa 20	6110 East 11th Street	Tulsa	OK
325	NON-OWNED SERVICE STATIONS	Tulsa 34	6505 E. 91st Street South	Tulsa	OK
326	NON-OWNED SERVICE STATIONS	Tulsa	6505 S. 91st Street	Tulsa	OK
327	NON-OWNED SERVICE STATIONS	Tulsa 22	6624 E. Pine	Tulsa	OK
328	NON-OWNED SERVICE STATIONS	Tulsa 19	7200 Charles Page Boulevard	Tulsa	OK
329	NON-OWNED SERVICE STATIONS	Tulsa 5	7640 Sand Springs Road	Tulsa	OK
330	NON-OWNED SERVICE STATIONS	Tulsa 7	823 South Boston Avenue	Tulsa	OK
331	NON-OWNED SERVICE STATIONS	Tulsa 25	9616 East 21st Street	Tulsa	OK
332	NON-OWNED SERVICE STATIONS	Tulsa	Admiral and Allegheny	Tulsa	OK
333	NON-OWNED SERVICE STATIONS	Tulsa	Fee 85, Sec 31-T19N-R10E	Tulsa	OK
334	NON-OWNED SERVICE STATIONS	Tulsa 24	Southwest Boulevard and West 45 Street	Tulsa	OK
335	NON-OWNED SERVICE STATIONS	Vian 1	IH 40 and Lake Road Interchange	Vian	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
336	NON-OWNED SERVICE STATIONS	Wagoner 1	1205 West Cherokee	Wagoner	OK
337	NON-OWNED SERVICE STATIONS	Warner 1	NW/C I-40 and St. Highway 2	Warner	OK
338	NON-OWNED SERVICE STATIONS	Waynoka	Cecil & Flynn Streets	Waynoka	OK
339	NON-OWNED SERVICE STATIONS	Weatherford 1	Route 2	Weatherford	OK
340	NON-OWNED SERVICE STATIONS	Webbers Falls 1	I 40 and SH 100	Webbers Falls	OK
341	NON-OWNED SERVICE STATIONS	Wynnewood	903 S. D.A. McGee avenue	Wynnewood	OK
342	NON-OWNED SERVICE STATIONS	Wynnewood 1 (refinery)	Highway 77 at South City Limits	Wynnewood	OK
343	NON-OWNED SERVICE STATIONS	Wynnewood 2	NE/C I-35 & St. Highway 29	Wynnewood	OK
344	NON-OWNED SERVICE STATIONS	Yukon 5	1301 S. Cornwell	Yukon	OK
345	NON-OWNED SERVICE STATIONS	Yukon 2	307 E. Main	Yukon	OK
346	NON-OWNED SERVICE STATIONS	Yukon	307 E. Main street	Yukon	OK
347	NON-OWNED SERVICE STATIONS	Yukon 4	NE/C NW 10th and Cornwell	Yukon	OK
348	NON-OWNED SERVICE STATIONS	Yukon	S. Cornwell drive & W. VandAment avenue	Yukon	OK
349	NON-OWNED SERVICE STATIONS	Yukon 3	SE/C NW 36th and Sara Rd.	Yukon	OK
350	NON-OWNED SERVICE STATIONS	Yukon 1	SW/C 23rd and Mustang Road	Yukon	OK
OTHER SITES					
351	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Antlers	OK
352	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Boynton	OK
353	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Dustin	OK
354	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Ft. Cobb	OK
355	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Haskell	OK
356	OTHER SITES: AG-CHEM SITES	BLENDER-FARM CENTER		Poteau	OK
357	OTHER SITES: AG-CHEM SITES	DISTRICT OFFICE		Pryor	OK
358	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Sulphur	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
359	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Talahina	OK
360	OTHER SITES: GENERAL	HUGO SITE	CHOCTAW COUNTY, E1/2 SEC. 20 T6S, R17E, LONGITUDE: -95.55, LATITUDE: 34.02/1806 garrett street	Hugo	OK
361	OTHER SITES: GENERAL	DOUBLE EAGLE REFINERY	301 NORTH RHODE ISLAND AVENUE	Oklahoma City	OK
362	OTHER SITES: GENERAL	MOSLEY ROAD LANDFILL SITE	3300 MOSLEY ROAD	Oklahoma City	OK
363	OTHER SITES: GENERAL	CATO OIL & GREASE	NW 10TH STREET AND RENO STREET	Oklahoma City	OK
364	OTHER SITES: GENERAL	SAND SPRINGS FORMER REFINERY SITE	2 BLOCKS S 198 E. MORRO ROAD	Sand Springs	OK
365	OTHER SITES: GENERAL	SAND SPRINGS LANDFILL SITE	0.5 MI SOUTH OF HWY 51 ON 137 NORTH AVENUE	Sand Springs	OK
366	OTHER SITES: MINING SITES	Carter		Beckham	OK
367	OTHER SITES: MINING SITES	Cemet Area		Caddo/Grady/Stephens	OK
368	OTHER SITES: MINING SITES	Choctaw		Choctaw	OK
369	OTHER SITES: MINING SITES	Craig		Craig	OK
370	OTHER SITES: MINING SITES	Weatherford		Custer	OK
371	OTHER SITES: MINING SITES	NE Oklahoma		Delaware	OK
372	OTHER SITES: MINING SITES	Choctaw Mine Area		Haskell	OK
373	OTHER SITES: MINING SITES	Garland		Haskell	OK
374	OTHER SITES: MINING SITES	Sansbois Creek		Haskell	OK
375	OTHER SITES: MINING SITES	Stigler (Kinta-Stigler)		Haskell	OK
376	OTHER SITES: MINING SITES	Arkansas River		Haskell/ Leflore	OK
377	OTHER SITES: MINING SITES	Cowlington		Haskell/ LeFlore	OK
378	OTHER SITES: MINING SITES	Enterprise		Haskell/ Pittsburg	OK
379	OTHER SITES: MINING SITES	Kiowa		Kiowa	OK
380	OTHER SITES: MINING SITES	Snyder		Kioway/ Tillman	OK
381	OTHER SITES: MINING SITES	Ft. Smith		LeFlore	OK
382	OTHER SITES: MINING SITES	Spiro		LeFlore	OK
383	OTHER SITES: MINING SITES	W. Cameron		LeFlore	OK
384	OTHER SITES: MINING SITES	Drilling (Regional)		LeFlore/ Sebastian/ Scott	OK
385	OTHER SITES: MINING SITES	Porum		Muskogee	OK
386	OTHER SITES: MINING SITES	Morris		Okmulgee	OK
387	OTHER SITES: MINING SITES	Lone Jack		Pawnee	OK
388	OTHER SITES: MINING SITES	McAlester		Pittsburg	OK

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
389	OTHER SITES: MINING SITES	Sequoyah		Sequoyah	OK
390	OTHER SITES: MINING SITES	Wagnor		Waggoner	OK
391	OTHER SITES: MINING SITES	Arbuckle Mts.			OK
392	OTHER SITES: MINING SITES	Gore, OK			OK
393	OTHER SITES: MINING SITES	N. Wichita Mt.			OK
394	OTHER SITES: MINING SITES	Vanoss Prospect			OK

Non-Owned Sites: Pennsylvania Covenant Not to Sue

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
OTHER SITES					
1	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Atglen	PA
2	OTHER SITES: AG-CHEM SITES	FARM CENTER	41 greenleaf road	Bloomsburg	PA
3	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Everett	PA
4	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Germansville	PA
5	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Holland	PA
6	OTHER SITES: AG-CHEM SITES	FARM CENTER		Honeybrook	PA
7	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Martinsburg	PA
8	OTHER SITES: AG-CHEM SITES	WAREHOUSE		McConnellsburg	PA
9	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Millersville	PA
10	OTHER SITES: AG-CHEM SITES	FARM CENTER	milnor road route 4	Milnor (also referred to as Greencastle)	PA
11	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Pottstown	PA
12	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Russellville	PA
13	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Soudertown	PA
14	OTHER SITES: GENERAL	LEWIS RUN SITE	BIG SHANTY ROAD AND LAFAYETTE AVENUE	Lewis Run	PA
15	OTHER SITES: GENERAL	LACKAWANNA REFUSE SITE (AKA OLD FORGE LANDFILL)	SOUTH KEYSER AVENUE	Old Forge	PA
16	OTHER SITES: GENERAL	PHILADELPHIA AG CHEM MANUFACTURING SITE	1701 SOUTH DELAWARE AVENUE	Philadelphia	PA
17	OTHER SITES: GENERAL	PHILADELPHIA WATERFRONT SITE (SYNTHETIC BONE ASH)		Philadelphia	PA
18	OTHER SITES: MINING SITES	Fairchance		Fayette	PA

Non-Owned Sites: Tennessee Covenant Not to Sue

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
SEPARATELY FUNDED SITES					
1	NON-OWNED SERVICE STATIONS	Bristol Peoples 46	301 Bluff City Highway	Bristol	TN
2	NON-OWNED SERVICE STATIONS	Bristol 140	Volunteer Parkway and Shelby Lane	Bristol	TN
3	NON-OWNED SERVICE STATIONS	Chattanooga 27	1998 Dayton Pike	Chattanooga	TN
4	NON-OWNED SERVICE STATIONS	Chattanooga 98	2405 Dayton Boulevard	Chattanooga	TN
5	NON-OWNED SERVICE STATIONS	Chattanooga 117	4239 Bonny Oaks Drive	Chattanooga	TN
6	NON-OWNED SERVICE STATIONS	Chattanooga	5801 Lee Highway	Chattanooga	TN
7	NON-OWNED SERVICE STATIONS	Chattanooga 28	Main Street & Lyerly	Chattanooga	TN
8	NON-OWNED SERVICE STATIONS	Clarksville 41	Highway 41-A & Walnut	Clarksville	TN
9	NON-OWNED SERVICE STATIONS	Columbia 47	514 North Garden	Columbia	TN
10	NON-OWNED SERVICE STATIONS	Columbia 161	U.S. Highway 31 By-pass and Pillow Drive	Columbia	TN
11	NON-OWNED SERVICE STATIONS	Cookeville 163	South Jefferson Avenue	Cookeville	TN
12	NON-OWNED SERVICE STATIONS	Donelson 11	3202 Lebanon Road at Central Pike	Donelson	TN
13	NON-OWNED SERVICE STATIONS	Elizabethton 142	Route 7 - Highway 19 East	Elizabethton	TN
14	NON-OWNED SERVICE STATIONS	Elizabethton 2143	State Highway 91 & US Highway 31	Elizabethton	TN
15	NON-OWNED SERVICE STATIONS	Erwin	Main and Elm Streets	Erwin	TN
16	NON-OWNED SERVICE STATIONS	Franklin 2164	505 Hillsboro Road	Franklin	TN
17	NON-OWNED SERVICE STATIONS	Gallatin 51	South Waters Avenue	Gallatin	TN
18	NON-OWNED SERVICE STATIONS	Gray 131	US Highway 36	Gray	TN
19	NON-OWNED SERVICE STATIONS	Greenville 50	1153 Tusculum Boulevard	Greenville	TN

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
20	NON-OWNED SERVICE STATIONS	Greenville 120	Snapps Ferry Road	Greenville	TN
21	NON-OWNED SERVICE STATIONS	Hixon 116	4514 Hixson Pike	Hixson	TN
22	NON-OWNED SERVICE STATIONS	Johnson City 13	E. Main & Broadway	Johnson City	TN
23	NON-OWNED SERVICE STATIONS	Johnson City 14	New Jonesboro Highway	Johnson City	TN
24	NON-OWNED SERVICE STATIONS	Kingsport 2007	1748 Netherland Inn Road	Kingsport	TN
25	NON-OWNED SERVICE STATIONS	Kingsport 6	2555 Fort Henry Drive	Kingsport	TN
26	NON-OWNED SERVICE STATIONS	Kingsport 31	340 East Sullivan Street	Kingsport	TN
27	NON-OWNED SERVICE STATIONS	Knoxville 39	4133 Broadway, N.E.	Knoxville	TN
28	NON-OWNED SERVICE STATIONS	Knoxville 29	4646 Broadway	Knoxville	TN
29	NON-OWNED SERVICE STATIONS	Knoxville 49	6211 Chapman Highway	Knoxville	TN
30	NON-OWNED SERVICE STATIONS	Knoxville 20	NE/C Asheville Highway & Stooksbury Rd.	Knoxville	TN
31	NON-OWNED SERVICE STATIONS	Lebanon 2121	816 North Cumberland	Lebanon	TN
32	NON-OWNED SERVICE STATIONS	Lexington 6378	562 West Church	Lexington	TN
33	NON-OWNED SERVICE STATIONS	Madison 22	Gallatin Road and Hall's Lane	Madison	TN
34	NON-OWNED SERVICE STATIONS	Madisonville 162	US Highway 411	Madisonville	TN
35	NON-OWNED SERVICE STATIONS	McMinnville 118	603 North Chancery Street	McMinnville	TN
36	NON-OWNED SERVICE STATIONS	Memphis 5	2742 Park Avenue	Memphis	TN
37	NON-OWNED SERVICE STATIONS	Memphis 2	3087 South Third	Memphis	TN
38	NON-OWNED SERVICE STATIONS	Memphis 4	3690 Jackson Avenue	Memphis	TN
39	NON-OWNED SERVICE STATIONS	Memphis 3	3819 Lamar Avenue	Memphis	TN
40	NON-OWNED SERVICE STATIONS	Memphis 1	4672 South Third Street	Memphis	TN

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
41	NON-OWNED SERVICE STATIONS	Memphis 6	908 Chelsea	Memphis	TN
42	NON-OWNED SERVICE STATIONS	Mt. Pleasant 127	302 North Main Street	Mt. Pleasant	TN
43	NON-OWNED SERVICE STATIONS	Murfreesboro 2129	1110 Memorial Drive	Murfreesboro	TN
44	NON-OWNED SERVICE STATIONS	Murfreesboro 148	1149 Northwest Broad St.	Murfreesboro	TN
45	NON-OWNED SERVICE STATIONS	Murfreesboro 37	215 N.W. Broad Street	Murfreesboro	TN
46	NON-OWNED SERVICE STATIONS	Nashville 18	1008 East Thompson Lane	Nashville	TN
47	NON-OWNED SERVICE STATIONS	Old Hickory 2010	1515 Robinson Road	Nashville	TN
48	NON-OWNED SERVICE STATIONS	NASHVILLE	1814 4TH AVE	Nashville	TN
49	NON-OWNED SERVICE STATIONS	Nashville 2030	3720 Dickerson Road	Nashville	TN
50	NON-OWNED SERVICE STATIONS	Nashville 43	3901 Hillsboro Road	Nashville	TN
51	NON-OWNED SERVICE STATIONS	Nashville 90	4537 Nolensville Pike	Nashville	TN
52	NON-OWNED SERVICE STATIONS	Nashville 5	6012 Charlotte Pike	Nashville	TN
53	NON-OWNED SERVICE STATIONS	Nashville 25	711 Lebanon Road	Nashville	TN
54	NON-OWNED SERVICE STATIONS	Nashville 45	721 Jefferson Street	Nashville	TN
55	NON-OWNED SERVICE STATIONS	Nashville 2019	801 North First Street	Nashville	TN
56	NON-OWNED SERVICE STATIONS	Nashville	Abbott-Martin Road	Nashville	TN
57	NON-OWNED SERVICE STATIONS	Nashville 39	Charlotte Pike and Morrow Road	Nashville	TN
58	NON-OWNED SERVICE STATIONS	nashville #2168	trousdale drive and elysian fields road	Nashville	TN
59	NON-OWNED SERVICE STATIONS	Paris 1	1005 Mineral Wells	Paris	TN
60	NON-OWNED SERVICE STATIONS	Shelbyville 121	SW/C North Main and West Cedar	Shelbyville	TN
61	NON-OWNED SERVICE STATIONS	Smithville 128	US Highway 70	Smithville	TN

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
62	NON-OWNED SERVICE STATIONS	Tullahoma	South Anderson & Volney Streets	Tullahoma	TN
63	NON-OWNED SERVICE STATIONS	Winchester 21	1109 First Avenue South	Winchester	TN
OTHER SITES					
64	OTHER SITES: AG-CHEM SITES	WAREHOUSE		Cedar Hill	TN
65	OTHER SITES: GENERAL	MEMPHIS CONTAINER DRUM SITE (AKA TRI-STATE DRUMS)	1761 WARFORD ROAD	Memphis	TN
66	OTHER SITES: MINING SITES	Camden Project		Benton	TN
67	OTHER SITES: MINING SITES	Sawyers Mill		Benton	TN
68	OTHER SITES: MINING SITES	Natchez Trace		Carroll/Benton	TN
69	OTHER SITES: MINING SITES	East Lexington		Henderson	TN
70	OTHER SITES: MINING SITES	Paris Landing		Henry	TN
71	OTHER SITES: MINING SITES	East Mansfield		Henry/Carroll/Benton	TN

Non-Owned Sites: Wisconsin Covenant Not to Sue

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
SEPARATELY FUNDED SITES					
1	NON-OWNED FUNDED SITES	MOSS AMERICAN NPL SITE (NON-OWNED PORTION)	8716 NORTH GRANVILLE ROAD	Milwaukee	WI
2	NON-OWNED SERVICE STATIONS	Madison	3505 E. Washington avenue	Madison	WI
3	NON-OWNED SERVICE STATIONS	Madison 2		Madison	WI

Non-Owned Sites: Navajo Covenant Not to Sue

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
SEPARATELY FUNDED SITES					
1	NON-OWNED FUNDED SITES	QUIVIRA MINE SITE (QUIVIRA NE CHURCH ROCK MINES I, IE AND II AND ALL AREAS WHERE CONTAMINANTS ASSOCIATED WITH THOSE MINES HAVE BEEN DEPOSITED, STORED, DISPOSED OF, PLACED, OR OTHERWISE COME TO BE LOCATED)	NE 1/4, SEC 27, T17N, R16W	McKinley County	NM
2	NON-OWNED FUNDED SITES	SHIPROCK MILL SITE		Shiprock	NM
3	DESIGNATED NAVAJO AREA MINES	Black No. 1 Mine	N/A	Apache	AZ
4	DESIGNATED NAVAJO AREA MINES	Black No. 2 Mine	N/A	Apache	AZ
5	DESIGNATED NAVAJO AREA MINES	Black No. 2 Mine (West)	N/A	Apache	AZ
6	DESIGNATED NAVAJO AREA MINES	Block K	N/A	Apache	AZ
7	DESIGNATED NAVAJO AREA MINES	Flag No. 1 Mine	N/A	Apache	AZ
8	DESIGNATED NAVAJO AREA MINES	Frank Jr. Mine	N/A	Apache	AZ
9	DESIGNATED NAVAJO AREA MINES	Mesa 1 3/4 Incline	N/A	Apache	AZ
10	DESIGNATED NAVAJO AREA MINES	Mesa 1 3/4, Mine No. 2, P150	N/A	Apache	AZ
11	DESIGNATED NAVAJO AREA MINES	Mesa I 1/2 Mine	N/A	Apache	AZ
12	DESIGNATED NAVAJO AREA MINES	Mesa I 1/4 Mine	N/A	Apache	AZ
13	DESIGNATED NAVAJO AREA MINES	Mesa I, Mine No. 10-15	N/A	Apache	AZ
14	DESIGNATED NAVAJO AREA MINES	Mesa II 1/2 Mine	N/A	Apache	AZ
15	DESIGNATED NAVAJO AREA MINES	Mesa II 1/2 Mine, Mine 4	N/A	Apache	AZ
16	DESIGNATED NAVAJO AREA MINES	Mesa II, Mine 4	N/A	Apache	AZ

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
17	DESIGNATED NAVAJO AREA MINES	Mesa II, Mine No. 1 & 2, P-21	N/A	Apache	AZ
18	DESIGNATED NAVAJO AREA MINES	Mesa II, Mine No. 1, P-150	N/A	Apache	AZ
19	DESIGNATED NAVAJO AREA MINES	Mesa III Mine	N/A	Apache	AZ
20	DESIGNATED NAVAJO AREA MINES	Mesa III, Mine 1	N/A	Apache	AZ
21	DESIGNATED NAVAJO AREA MINES	Mesa IV 1/2 Mine and Simpson 181	N/A	Apache	AZ
22	DESIGNATED NAVAJO AREA MINES	Mesa IV, Mine 1	N/A	Apache	AZ
23	DESIGNATED NAVAJO AREA MINES	Mesa IV, Mine 2	N/A	Apache	AZ
24	DESIGNATED NAVAJO AREA MINES	Mesa IV, Mine 3	N/A	Apache	AZ
25	DESIGNATED NAVAJO AREA MINES	Mesa V Adit	N/A	Apache	AZ
26	DESIGNATED NAVAJO AREA MINES	Mesa V Incline	N/A	Apache	AZ
27	DESIGNATED NAVAJO AREA MINES	Mesa V Mine	N/A	Apache	AZ
28	DESIGNATED NAVAJO AREA MINES	Mesa VI Mine	N/A	Apache	AZ
29	DESIGNATED NAVAJO AREA MINES	Step Mesa Mine	N/A	Apache	AZ
30	DESIGNATED NAVAJO AREA MINES	Tommy James Mine	N/A	Apache	AZ
31	DESIGNATED NAVAJO AREA MINES	Section 1	13N 9W	McKinley	NM
32	DESIGNATED NAVAJO AREA MINES	Spencer Mine	13N 9W	McKinley	NM
33	DESIGNATED NAVAJO AREA MINES	Section 10	14N 10W	McKinley	NM
34	DESIGNATED NAVAJO AREA MINES	Section 22	14N 10W	Mckinley	NM
35	DESIGNATED NAVAJO AREA MINES	Section 22 Heap Leach Mine	14N 10W	Mckinley	NM
36	DESIGNATED NAVAJO AREA MINES	Section 24	14N 10W	McKinley	NM
37	DESIGNATED NAVAJO AREA MINES	Section 24 Heap Leach	14N 10W	McKinley	NM

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
38	DESIGNATED NAVAJO AREA MINES	Section 26 (including Section 26 mined through Section 24)	14N 10W	McKinley	NM
39	DESIGNATED NAVAJO AREA MINES	Section 17	14N 9W	McKinley	NM
40	DESIGNATED NAVAJO AREA MINES	Section 18 (including Section 18 SEQ)	14N 9W	Mckinley	NM
41	DESIGNATED NAVAJO AREA MINES	Section 19	14N 9W	McKinley	NM
42	DESIGNATED NAVAJO AREA MINES	Section 20	14N 9W	McKinley	NM
43	DESIGNATED NAVAJO AREA MINES	Section 29 (including Section 29 mined through Sections 30, 32, and 33)	14N 9W	McKinley	NM
44	DESIGNATED NAVAJO AREA MINES	Section 30	14N 9W	Mckinley	NM
45	DESIGNATED NAVAJO AREA MINES	Section 30W	14N 9W	Mckinley	NM
46	DESIGNATED NAVAJO AREA MINES	Section 31	14N 9W	McKinley	NM
47	DESIGNATED NAVAJO AREA MINES	Section 33	14N 9W	McKinley	NM
48	DESIGNATED NAVAJO AREA MINES	Section 35	14N 9W	McKinley	NM
49	DESIGNATED NAVAJO AREA MINES	Section 36	14N 9W	Mckinley	NM
50	DESIGNATED NAVAJO AREA MINES	Section 32	15N 11W	Mckinley	NM
51	DESIGNATED NAVAJO AREA MINES	Section 33	15N 11W	McKinley	NM
OTHER SITES					
52	NON-OWNED FUNDED SITES	NAVAJO AREA URANIUM MINES: LUKACHUKAI MOUNTAINS SITE	URANIUM MINING	Lukachukai	AZ
53	NON-OWNED FUNDED SITES	NAVAJO AREA URANIUM MINES: AMBROSIA LAKE U MINES	URANIUM MINING	Ambrosia Lake	NM

Non-Owned Sites: City of Chicago Covenant Not to Sue

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
SEPARATELY FUNDED SITES					
1	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES-STREETERVILLE RIGHTS OF WAY		Chicago/ Streeterville	IL

Non-Owned Sites: Chicago Park District Covenant Not to Sue

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
SEPARATELY FUNDED SITES					
1	NON-OWNED FUNDED SITES	LINDSAY LIGHT REMOVAL SITES-DUSABLE PARK	RIVER EAST	Chicago/ Streeterville	IL

Non-Owned Sites: West Chicago Local Communities Covenant Not to Sue

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
SEPARATELY FUNDED SITES					
1	NON-OWNED FUNDED SITES	KRESS CREEK (WEST BRANCH DUPAGE RIVER SUPERFUND SITE)		West Chicago	IL
2	NON-OWNED FUNDED SITES	NON-OWNED RAS PROPERTIES		West Chicago	IL
3	NON-OWNED FUNDED SITES	NON-OWNED RAS PROPERTIES – WEST CHICAGO OPERA HOUSE	westrom building	West Chicago	IL
OTHER SITES					
4	OTHER SITES: GENERAL	REED KEPPLER PARK SUPERFUND SITE		West Chicago	IL
5	OTHER SITES: GENERAL	SEWAGE TREATMENT PLANT SUPERFUND SITE		West Chicago	IL

EXHIBIT C

QUITCLAIM DEED

NOTE: FORMATTING AND RECORDING REQUIREMENTS VARY BY JURISDICTION.

STATE OF _____ §
§
COUNTY OF _____ §

KNOW ALL BY THESE PRESENTS THAT _____, a _____ ("***Grantor***"), for and in consideration of the sum of Ten Dollars and No/100 ($10.00) and other good and valuable consideration paid by _____, a _____ ("***Grantee***"), the receipt of which is hereby acknowledged, and pursuant to and in accordance with the Order of the United States Bankruptcy Court for the Southern District of New York, entered on _____, 20__ in Case No. 09-10156 styled *In re: TRONOX INCORPORATED, et al,* has QUITCLAIMED and by these presents does QUITCLAIM unto Grantee, all of Grantor's rights, title and interests in and to (a) **[that/those]** certain tract(s) of land located in _____ County, _____, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference for all purposes (b) strips and gores between such tract(s) of land and any abutting properties whether owned or claimed by deed, limitations or otherwise, and whether or not held under fence by Grantor, (c) any land lying in or under the bed of any creek, stream or waterway or any highway, avenue, street, road, alley, easement or right-of-way, open or proposed, in, on, across, abutting or adjacent to such tract(s) of land, (d) improvements, buildings or fixtures located on such tract(s) of land (collectively, the "***Property***"), together with all of Grantor's rights, claim, title and interest in and to any and all appurtenances, rights, easements, rights-of-way, mining rights (including unpatented mining claims, mill site claims, and placer claims), mineral rights, mineral claims, appurtenant groundwater rights, associated surface water rights, claims, and filings or other interests related to the Property (the "***Attendant Property Rights***").

TO HAVE AND TO HOLD all of Grantor's rights, titles and interests in and to the Property and the Attendant Property Rights unto Grantee, its successors and assigns forever, so that neither Grantor nor its successors and assigns shall have, claim or demand any right or title to the Property, the Attendant Property Rights or any part thereof.

[*Signature on following page.*]

THIS TRANSFER WAS MADE PURSUANT TO A PLAN CONFIRMED UNDER S.1129 OF THE UNITED STATES BANKRUPTCY CODE, AS A NECESSARY AND ESSENTIAL PART OF THE IMPLEMENTATION OF THE PLAN. THE DEBTOR UNDER THE PLAN IS THE GRANTOR HEREIN.

EXECUTED effective as of the day of _____, 200_.

GRANTOR:

By: _____
Name:
Title:

Attachment D

The Henderson Property - Tax Assessor Parcels

#178-01-415-001
#178-12-101-003
#178-12-110-004
#178-12-201-003
#178-12-201-004
#178-12-201-005
#178-12-301-002
#178-12-301-003
#178-12-401-002
#178-12-401-004
#178-12-401-005
#178-12-401-006
#178-12-401-009
#178-12-401-010
#178-12-601-004
#178-12-701-001
#178-12-701-003
#178-12-801-001
#178-13-101-002
#178-13-501-001
#178-13-501-005
#178-13-601-001
#178-13-601-002

Attachment E

The Henderson Property - Legal Description

All that land situated in the County of Clark, State of Nevada, more particularly described as follows:

PARCEL 1 (APN 178-12-101-003):

The North One-Half (N 1/2) of the Northwest Quarter (NW 1/4) of Section 12, Township 22 South, Range 62 East, M.D.M. lying South of the Southerly boundary line of Warm Springs Road as described in Deed to the City of Henderson for road purposes, recorded July 28, 1998 in Book 980728 as Document No. 00996, Official Records.

PARCEL 2 (APN 178-12-201-005):

The South Half (S 1/2) of the Northwest Quarter (NW 1/4) of Section 12, Township 22 South, Range 62 East, M.D.M. lying South of the Southerly boundary line of Warm Springs Road as described in Deed to the City of Henderson for road purposes, recorded July 28, 1998 in Book 980728 as Document No. 00996, Official Records.

Excepting therefrom all that portion lying Southerly of the South line of that certain Parcel No. One (1) as described in Deed to American Potash & Chemical Corporation, recorded March 23, 1962 in Book 349 as Document No. 282224, Official Records.

PARCEL 3 (APN 178-12-201-003):

That certain parcel within the South Half (S 1/2) of the Northwest Quarter (NW 1/4) of Section 12, Township 22 South, Range 62 East, M.D.M. being bounded as follows:

On the North by the South line of that certain Parcel No. One (1) as described in Deed to American Potash & Chemical Corporation, recorded March 23, 1962 in Book 349 as Document No. 282224, Official Records;
On the East by the West line of that certain Parcel No. Two (2) as described in Deed to American Potash & Chemical Corporation, recorded March 23, 1962 in Book 349 as Document No. 282224, Official Records;

On the West by the West line of that certain Parcel "A" as described in correction Deed to Western Electrochemical recorded August 29, 1952 in Book 67 as Document No. 389974, Official Records;

And on the South by the South line of said South Half (S 1/2) of the Northwest Quarter (NW 1/4).

PARCEL 4 (APN 178-12-201-004):

The South Half (S 1/2) of the Northwest Quarter (NW 1/4) of Section 12, Township 22 South, Range 62 East, M.D.M.

Excepting therefrom all that portion lying Northerly of the South line of that certain Parcel No. One (1) as described in Deed to American Potash & Chemical Corporation, recorded March 23, 1962 in Book 349 as Document No. 282224, Official Records.

Further excepting therefrom all that portion lying Westerly of the West line of that certain Parcel No. Two (2) as described in Deed to American Potash & Chemical Corporation, recorded March 23, 1962 in Book 349 as Document No. 282224, Official Records.

PARCEL 5 (APN 178-12-601-004):

The South Half (S 1/2) of the Northeast Quarter (NE 1/4) of Section 12, Township 22 South, Range 62 East, M.D.M. lying South of the Southerly boundary line of Warm Springs Road as described in Deed to the City of Henderson for road purposes, recorded July 28, 1998 in Book 980728 as Document No. 00996, Official Records.

Excepting therefrom that certain Parcel "BB" as described in Deed to Titanium Metals Corporation of America, recorded January 2, 1968 in Book 844 as Document No. 678200, Official Records.

Further excepting therefrom that certain parcel as described in Deed to Titanium Metals Corporation of America, recorded February 4, 1972 in Book 205 as Document No. 164259, Official Records.

Further excepting therefrom that portion lying within Lots One (1), Two (2) and Three (3) as shown by map thereof in File 99 of Parcel Maps, Page 70 in the Office of the County Recorder, Clark County, Nevada.

Further excepting therefrom that portion as described in Deed to the City of Henderson for road purposes, recorded September 3, 1998 in Book 980903 as Document No. 00703, Official Records.

Further excepting therefrom any portion lying Easterly of the Southwesterly right of way line of U.S. Highway 95.

PARCEL 6 (APN 178-12-301-002):

That certain parcel lying within the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of Section 12, Township 22 South, Range 62 East, M.D.M. being bounded as follows:

On the East by the West line of that certain Parcel No. Two (2) as described in Deed to American Potash & Chemical Corporation, recorded March 23, 1962 in Book 349 as Document No. 282224, Official Records;

On the West by the West line of that certain Parcel "A" as described in correction Deed to Western Electrochemical recorded August 29, 1952 in Book 67 as Document No. 389974, Official Records;

On the North by the North line of said North Half (N 1/2) of the Southwest Quarter (SW 1/4); and

On the South by the South line of said North Half (N 1/2) of the Southwest Quarter (SW 1/4).

Excepting from the above described parcel any portion lying within Lot Four (4) as shown by map thereof in File 100 of Parcel Maps, Page 24 in the Office of the County Recorder, Clark County, Nevada.

PARCEL 7 (APN 178-12-301-003):

The North Half (N 1/2) of the Southwest Quarter (SW 1/4) of Section 12, Township 22 South, Range 62 East, M.D.M.

Excepting therefrom that portion lying Westerly of the West line of that certain Parcel No. Two (2) as described in Deed to American Potash & Chemical Corporation, recorded March 23, 1962 in Book 349 as Document No. 282224, Official Records.

Together with all of the Government's rights, title and interest in and to that certain easement granted by Stauffer Chemical Company of Nevada, a Nevada Corporation, to the United States of America by Easement Deed dated December 10, 1952 recorded May 27, 1953 as Document No. 405819 in Book 70 of Deeds, at Page 386, Official Records of Clark County, Nevada.

PARCEL 8 (APN 178-12-701-001):

The North Half (N 1/2) of the Southeast Quarter (SE 1/4) of Section 12, Township 22 South, Range 62 East, M.D.M.

Excepting therefrom that portion lying Easterly and Southerly on the East and South lines of that certain Parcel No. Two (2) as described in Deed to American Potash & Chemical Corporation, recorded March 23, 1962 in Book 349 as Document No. 282224, Official Records.

PARCEL 9 (APN 178-12-701-003):

The North Half (N 1/2) of the Southeast Quarter (SE 1/4) of Section 12, Township 22 South, Range 62 East, M.D.M.

Excepting therefrom that portion lying Westerly and Northerly of the East and South lines of that certain Parcel No. Two (2) as described in Deed to American Potash & Chemical Corporation, recorded March 23, 1962 in Book 349 as Document No. 282224, Official Records.

Further excepting therefrom that portion lying Easterly of that East line of that certain Parcel "D" as described in correction Deed to Western Electrochemical Company recorded August 29, 1952 in Book 67 as Document No. 389974, Official Records.

PARCEL 10 (APN 178-12-401-002):

The South Half (S 1/2) of the Southwest Quarter (SW 1/4) of Section 12, Township 22 South, Range 62 East, M.D.M.

Excepting therefrom that portion lying Southerly and Westerly of the South and West lines of that certain Parcel No. Two (2) as described in Deed to American Potash & Chemical Corporation, recorded March 23, 1962 in Book 349 as Document No. 282224, Official Records.

PARCEL 11 (APN 178-12-401-004):

The South Half (S 1/2) of the Southwest Quarter (SW 1/4) of Section 12, Township 22 South, Range 62 East, M.D.B.&M.

Excepting therefrom all that portion lying West of the centerline of Fourth Street.

Further excepting therefrom all that portion lying North of the Southerly line of that certain Parcel No. Two (2) as described in Deed to American Potash & Chemical Corporation, a Delaware Corporation, recorded March 23, 1962 in Book 349 as Document No. 282224 of Official Records.
(APN 178-12-401-002)

Further excepting therefrom all those certain Parcels "A", "C" and "D" as described in Deed to Western Electrochemical Company, a Nevada corp., recorded November 3, 1951 in Book 65 of Deeds, Page 353 as Document No. 377255, of Official Records.
(APN 178-12-401-010, 178-12-401-011, 178-12-401-005 and 178-12-401-006)

Further excepting therefrom that certain Parcel No. One (1) as described in Deed to United States Lime Products Corporation, a Nevada corp., recorded September 28, 1956 in Book 109 as Document No. 90226 of Official Records.
(APN 178-12-801-004)

Further excepting therefrom that certain parcel described in Deed to the Flintkote Company, a Massachusetts corp., recorded November 3, 1971 in Book 177 as Document No. 141493 of Official Records.
(APN 178-12-801-003)

Further excepting therefrom that certain Parcel "S" as described in Deed to National Lead Company, a New Jersey corp., recorded June 20, 1967 in Book 803 as Document No. 645533 of Official Records, being more particularly described as follows:

Beginning at the Southwest (SW) corner of Section 12, Township 22 South, Range 62 East, Mount Diablo Base and Meridian;
Thence North 77°13' East, 1354.23 feet to a point on the center line of Fourth Street, which point is the True Point of Beginning;
Thence North 8°51'37" West 189.0 feet along the center line of Fourth Street to its intersection with the center line of Avenue F;
Thence North 81°08'23" East 848.0 feet along the center line of Avenue F to a point;
Thence South 8°51'37" East 189.0 feet to a point;
Thence South 81°08'23" West 627.0 feet to a point;
Thence South 8°51'37" East 64.50 feet to a point;
Thence South 81°08'23" West 56.00 feet to a point;
Thence North 8°51'37" West 64.50 feet to a point;
Thence South 81°08'23" West 165.0 feet to the True Point of Beginning.
(APN 178-12-401-007)

Further excepting therefrom the following described parcel (APN 178-12-401-009):

Commencing at the Southwest (SW) corner of Section 12, Township 22 South, Range 62 East, M.D.B.&M. &M.,
Thence North 77°13'00" East 1354.23 feet to a point on the centerline of Fourth Street, said point the True Point of Beginning;
Thence North 81°08'23" East 165.00 feet;
Thence South 8°51'37" East 64.50 feet;
Thence North 81°08'23" East 56.00 feet;
Thence North 8°51'37" West 64.50 feet;
Thence North 81°08'23" East 627.00 feet;
Thence South 8°51'37" East 118.00 feet;
Thence North 81°08'23" East 5.00 feet;
Thence South 8°51'37" East 45.50 feet;
Thence North 81°08'23" East 134.00 feet;
Thence South 8°51'37" East 232.00 feet;
Thence North 81°08'23" East 304.40 feet to the North-South centerline of said Section 12;
Thence South 00°42'34" West 189.19 feet to the South Quarter (S 1/4) corner of said Section 12;
Thence along the South line of said Section 12 North 89°00'41" West 1278.81 feet to the centerline of Fourth Street;
Thence North 8°51'37" West along said centerline 327.21 feet to the True Point of Beginning.

PARCEL 12 (APN 178-12-401-005):

That portion of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of Section 12, Township 22 South, Range 62 East, M.D.M., more particularly described as follows:

Commencing at the Southwest Quarter (SW 1/4) of said Section 12;
Thence North 71°13’36” East a distance of 1752.22 feet to the True Point of Beginning;
Thence North 08°51’37” West a distance of 166.50 feet;
Thence North 81°08’23” East a distance of 740.00 feet;
Thence South 08°51’37” East a distance of 166.50 feet;
Thence South 81°08’23” West a distance of 740.00 feet to the True Point of Beginning.

(Deed reference: “Parcel C” of 377255 recorded November 2, 1951)

PARCEL 13 (Portion APN 178-12-401-006):

That portion of the South Half (S 1/2) of the South Half (S 1/2) of Section 12, Township 22 South, Range 62 East, M.D.M., more particularly described as follows:

Commencing at the Southwest Quarter (SW 1/4) of said Section 12;
Thence North 74°16’34” East a distance of 2524.15 feet to the True Point of Beginning;
Thence North 08°51’37” West a distance of 166.50 feet;
Thence North 81°08’23” East a distance of 260.32 feet to a point on the Quarter Section line;
Thence South 00°42’34” West along the Quarter Section line a distance of 168.85 feet to a point;
Thence South 81°08’23” West a distance of 232.25 of the True Point of Beginning.

(Deed reference: “Parcel D” of 377255 recorded November 2, 1951).

PARCEL 14 (Portion of APN 178-12-401-006):

Commencing at the Southeast (SE) corner of Section 12, Township 22 South, Range 62 East, M.D.M.;
Thence North 71°29’35” West a distance of 2630.29 to the True Point of Beginning;
Thence South 81°08’23” West a distance of 149.75 feet to a point on the Quarter Section line;
Thence North 00°42’34” East along the Quarter Section line a distance of 168.85 feet to a point;
Thence North 81°08’23” East a distance of 121.68 feet to a point;
Thence South 08°51’37” East a distance of 166.50 feet to the True Point of Beginning.

(Deed reference: “Parcel E” of 377255 recorded November 2, 1951)

PARCEL 15 (APN 178-12-401-009):

Commencing at the Southwest (SW) corner of Section 12, Township 22 South, Range 62 East, M.D.B.&M. &M.,

Thence North 77°13’00” East 1354.23 feet to a point on the centerline of Fourth Street, said point the True Point of Beginning;
Thence North 81°08’23” East 165.00 feet;
Thence South 8°51’37” East 64.50 feet;
Thence North 81°08’23” East 56.00 feet;
Thence North 8°51’37” West 64.50 feet;
Thence North 81°08’23” East 627.00 feet;
Thence South 8°51’37” East 118.00 feet;
Thence North 81°08’23” East 5.00 feet;
Thence South 8°51’37” East 45.50 feet;
Thence North 81°08’23” East 134.00 feet;
Thence South 8°51’37” East 232.00 feet;
Thence North 81°08’23” East 304.40 feet to the North-South centerline of said Section 12;
Thence South 00°42’34” West 189.19 feet to the South Quarter (S 1/4) corner of said Section 12;
Thence along the South line of said Section 12 North 89°00’41” West 1278.81 feet to the centerline of Fourth Street;
Thence North 8°51’37” West along said centerline 327.21 feet to the True Point of Beginning.

(Deed reference 389974, recorded August 29, 1952; and 377255 recorded November 2, 1951).

Excepting therefrom that portion lying within that parcel described in Deed to the Flintkote Company, a Massachusetts Corp., recorded November 3, 1971 in Book 177 as Document No. 141493 of Official Records.

PARCEL 16 (APN 178-12-401-010):

Beginning at the Southwest (SW) corner of Section 12, Township 22 South, Range 62 East, Mount Diablo Base and Meridian;
Thence North 78°16’05” East 2210.66 feet to a point which is the True Point of Beginning;
Thence North 81°08’23” East 10.00 feet to a point;
Thence South 8°51’37” East 95.17 feet to a point;
Thence North 81°08’23” East 272.00 feet to a point;
Thence North 8°51’37” West 95.17 feet to a point;
Thence North 81°08’23” East 244.52 feet to a point;
Thence South 0°42’34” West 243.89 feet to a point;
Thence South 81°08’23” West 119.97 feet to a point;
Thence South 8°51’37” East 108.5 feet to a point;
Thence North 81°08’23” East 0.33 feet to a point;
Thence South 8°51’37” East 144.00 feet to a point;
Thence South 81°08’23” West 227.33 feet to a point;
Thence North 8°51’37” West 232.00 feet to a point;
Thence South 81°8’23” West 134.00 feet to a point;
Thence North 8°51’37” West 45.50 feet to a point;
Thence South 81°08’23” West 5.00 feet to a point;

Thence North 8°51’37” West 215.50 feet to the True Point of Beginning.

(Deed reference 377255, recorded November 2, 1951).

Excepting therefrom that portion of the South Half (S 1/2) of Section 12, Township 22 South, Range 62 East, M.D.M., described as follows:

Beginning at the South Quarter (S 1/4) corner of Section 12, Township 22 South, Range 62 East, M.D.M.;
Thence along the North-South center line of Section 12, North 0°53’32-1/2” East 189.18 feet, to a point on the South line of that parcel of land described in the Deed to Arrowhead Lime and Chemical Co., hereinafter referred to as Arrowhead Parcel, recorded May 31, 1951 as Document No. 371209, Official Records.
Thence North 81°08’23” East along the South line of said Arrowhead Parcel 597.98 feet to the True Point of Beginning;

Thence South 81°08’23” West, along the South line of said Arrowhead Parcel 675.67 feet, to the Southwest Corner of said Arrowhead Parcel;
Thence continuing along the boundary of said Arrowhead Parcel, North 8°51’37” West 144.00 feet;
Thence South 81°08’23” West, a distance of 0.33 feet;
Thence North 8°51’37” West, a distance of 108.50 feet;
Thence North 81°08’23” East, a distance of 376.00 feet;
Thence North 8°51’37” West, a distance of 238.00 feet;
Thence North 81°08’23” East, a distance of 300.00 feet to the Northeast Corner of said Arrowhead Parcel;
Thence North 8°51’37” West, a distance of 43.51 feet;
Thence South 81°08’23” West, a distance of 739.59 feet;
Thence South 8°51’37” East, a distance of 134.17 feet;
Thence South 81°08’23” West, a distance of 126.50 feet;
Thence South 8°51’37” East, a distance of 90.96 feet;
Thence North 81°08’23” East, a distance of 126.50 feet;
Thence South 8°51’37” East, a distance of 374.67 feet;
Thence North 81°08’23” East, a distance of 739.59 feet;
Thence North 8°51’37” West, a distance of 65.79 feet to the True Point of Beginning, as described in the Deed to the Flintkote Company, a Massachusetts corporation, recorded November 03, 1971 in Book 177 as Document No. 141493, Official Records.
(APN 178-12-801-003)

Further excepting therefrom that portion of the South Half (S ½) of Section 12, Township 22 South, Range 62 East, M.D.M., more particularly described as follows:

Commencing at the South Quarter Corner of said Section 12;
Thence along the North-South center line of Section 12, North 0°53’32-1/2” East 189.18 feet;

To a point on the South line of that parcel of land described in the Deed Arrowhead Lime and Chemical Co., hereinafter referred to as Arrowhead Parcel, recorded May 31, 1951, as Document No. 371209, Official Records;
Thence South 81°08’23” West along an extension of the South line of said Arrowhead Parcel, a distance of 141.61 feet;
Thence North 8°51’37” West, a distance of 308.88 feet to the True Point of Beginning;
Thence South 81°08’23” West, a distance of 126.50 feet;
Thence South 8°51’37” East, a distance of 30.00 feet;
Thence North 81°08’23” East, a distance of 126.50 feet;
Thence North 8°31’37” West to the True Point of Beginning, as described in the Deed to Chemstar, Inc., recorded October 18, 1988 in Book 881018 as Document No. 00862, Official Records.
(APN 178-12-401-011)

PARCEL 17 (APN 178-12-801-001)

The South Half (S 1/2) of the Southeast Quarter (SE 1/4) of Section 12, Township 22 South, Range 62 East, M.D.M.

Excepting therefrom that portion lying Easterly of the East line of that certain “Parcel D” as described in Deed to Western Electrochemical Company, recorded August 29, 1952 in Book 67 as Document No. 389974, Official Records.

Further excepting therefrom that portion lying within that certain Parcel No. Two (2) as described in Deed to American Potash & Chemical Corporation, recorded March 23, 1962 in Book 349 as Document No. 282224, Official Records.

Further excepting therefrom that certain “Parcel E” as described in Deed to Western Electrochemical Company, recorded November 2, 1951 in Book 65 as Document No. 377255.

Further excepting therefrom that certain “Parcel Two (2)” as described in Deed to United States Lime Products Corporation, recorded September 28, 1956 in Book 109 as Document No. 90226, Official Records.

Further excepting therefrom any portion lying within that certain parcel described in Deed to Flintkote Company, recorded November 3, 1971 in Book 177 as Document No. 141493, Official Records.

PARCEL 18 (APN 178-13-501-001):

That portion of the North Half (N 1/2) of the Northeast Quarter (NE 1/4) of Section 13, Township 22 South, Range 62 East, M.D.M., more particularly described as follows:

Beginning at the North Quarter (N 1/4) corner of Section 13, Township 22 South, Range 62 East, Mount Diablo Base and Meridian,

Thence South 88°59’591/2” East 1456.55 feet along the North line of Section 13 to a point on the center line of Eleventh Street;
Thence South 8°51’37” East 637.87 feet along the center line of Eleventh Street;
Thence South 81°08’23” West 40.0 feet to West boundary of Eleventh Street;
Thence North 8°51’37” West 335.75 feet to a point;
Thence South 81°08’23” West 240.0 feet to a point;
Thence North 8°51’37” West 65.0 feet to a point;
Thence South 81°08’23” West 34.0 feet to a point;
Thence North 8°51’37” West 6.0 feet to a point;
Thence South 81°08’23” West 12.0 feet to a point;
Thence South 8°51’37” East 6.0 feet to a point;
Thence South 81°08’23” West 64.0 feet to a point;
Thence South 8°51’37” East 1.5 feet to a point;
Thence South 81°08’23” West 212.0 feet to a point;
Thence South 8°51’37” East 63.5 feet to a point;
Thence South 81°08’23” West 903.0 feet to a point;
Thence North 8°51’37” West 29.0 feet to a point;
Thence South 81°08’23” West 12.27 feet to a point on the North and South center line of Section 13;
Thence North 0°05’03” East 528.98 feet along the North and South center line of Section 13 to the Point of Beginning.

(Deed reference 389974 recorded August 29, 1952).

PARCEL 19 (APN 178-13-101-002, Portion 178-13-601-001 and Portion 178-13-601-002):

That portion of the Northwest Quarter (NW 1/4) of Section 13, Township 22 South, Range 62 East, M.D.M., more particularly described as follows:

Beginning at the North Quarter (N 1/4) corner of Section 13, Township 22 South, Range 62 East, Mount Diablo Base and Meridian,
Thence South 0°05’03” West 528.98 feet to a point;
Thence South 81°08’23” West 22.73 feet to a point;
Thence South 8°51’37” East 29.00 feet to a point;
Thence South 81°08’23” West 341.00 feet to a point;
Thence North 8°51’37” West 65.00 feet to a point;
Thence South 81°08’23” West 362.00 feet to a point;
Thence South 8°51’37” East 234.00 feet to a point;
Thence North 81°08’23” East 362.00 feet to a point;
Thence North 8°51’37” West 49.00 feet to a point;
Thence North 81°08’23” East 340.27 feet to a point;
Thence South 0°05’03” West 1905.17 feet to a point on the center line of B M P Highway;
Thence South 81°08’23” West 118.06 feet to a point;
Thence North 8°51’37” West 1591.50 feet to a point on the center line of Avenue J;

Thence South 81°08’23” West 740.00 feet to a point on the center line of Fourth Street;
Thence North 8°51’37” West 508.50 feet along the center line of Fourth Street to a point on the center line of Avenue H;
Thence North 81°08’23” East 355.0 feet along the center line of Avenue H to a point on the center line of Fifth Street;
Thence North 8°51’37” West 555.0 feet along the center line of Fifth Street to a point on the center line of Avenue G;
Thence South 81°08’23” West 355.0 feet along the center line of Avenue G to a point on the center line of Fourth Street;
Thence North 8°51’37” West 117.29 feet along the center line of Fourth Street to a point on the North line of Section 13;
Thence South 89°00’41” East 1278.82 feet along the North line of Section 13 to the North Quarter (N 1/4) point, which is the Point of Beginning.

(Deed reference: “Parcel B” of 389974, recorded August 29, 1952).

Excepting therefrom that portion described in Deed to the State of Nevada for road purposes, recorded October 10, 1955 in Book 70 as Document No. 58733, Official Records.

Further excepting therefrom that portion described in Deed to the State of Nevada for road purposes, recorded January 16, 1957 in Book 118 as Document No. 97499, Official Records.

PARCEL 20 (APN 178-13-501-005, Portion 178-13-601-001 and Portion 178-13-601-002):

Beginning at the Northeast (NE) corner of Section 13, Township 22 South, Range 62 East, Mount Diablo Base and Meridian;
Thence South 76°34’05” West 2727.32 feet to a point on the North and South center line of Section 13, which point is the True Point of Beginning;
Thence North 81°08’23” East 350.73 feet to a point on the West boundary of Eighth Street;
Thence North 8°51’37” West 120.0 feet to a point;
Thence North 81°08’23” East 40.0 feet to a point on the East boundary of Eighth Street;
Thence South 8°51’37” East 120.0 feet to a point;
Thence North 81°08’23” East 350.0 feet to a point;
Thence South 8°51’37” East 215.75 feet to a point;
Thence North 81°08’23” East 637.0 feet to a point;
Thence South 8°51’37” East 126.25 feet to a point;
Thence South 81°08’23” West 454.0 feet to a point;
Thence South 8°51’37” East 232.5 feet to a point on the North boundary of Avenue L;
Thence North 81°08’23” East 454.0 feet to a point;
Thence South 8°51’37” East 40.0 feet to a point on the South boundary of Avenue L;
Thence South 81°08’23” West 454.0 feet to a point;
Thence South 8°51’37” East 1167.5 feet to a point on the North boundary of B M P Highway;
Thence North 81°08’23” East 454.0 feet to a point;
Thence South 8°51’37” East 200.0 feet to a point on the South boundary of B M P Highway;
Thence South 81°08’23” West 554.0 feet to a point;

Thence North 8°51’37” West 100.0 feet to a point;
Thence South 81°08’23” West 1119.94 feet along the center line of B M P Highway to a point;
Thence North 0°05’03” East 1905.17 feet along the North and South center line of Section 13 to the True Point of Beginning.

(Deed reference 389974 recorded August 29, 1952).

Excepting therefrom that portion described in Deed to the State of Nevada for road purposes, recorded October 10, 1955 in Book 70 as Document No. 58733, Official Records.

Further excepting therefrom that portion described in Deed to the State of Nevada for road purposes, recorded January 16, 1957 in Book 118 as Document No. 97499, Official Records.

PARCEL 21: (APN 178-12-415-00)

That portion of the Southwest Quarter (SW ¼) of Section 1 and that portion of the North Half (N ½) of Section 12, all in Township 22 South, Range 62 East, M.D.M., described as follows:

All of Lot One (1) of the FINAL MAP OF NORTH GATE (a commercial subdivision) as shown by map thereof on file in Book 139 of Plats, Page 11 in the Office of the County Recorder, Clark County, Nevada.

PARCEL 22: (APN 178-12-110-004)

A portion of Lot Two (2) of FINAL MAP OF NORTH GATE (a commercial subdivision) as shown in Book 139 of Plats, Page 11, Official Records, Clark County, Nevada, located in a portion of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 12, Township 22 South, Range 62 East, M.D.M., Clark County, Nevada, more particularly described as follows:

Beginning at the Northwest corner of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of said Section 12, same being the Northwest corner of said Lot Two (2); thence South 89°52’36” East, along the North line thereof, coincident with the North boundary of said Lot Two (2), a distance of 587.32 feet; thence South 00°00’00” West departing said North line and said North boundary, 1008.29 feet to the beginning of a non-tangent curve concave Southwesterly having a radius of 15050.00 feet, same being the Northeasterly right-of-way of West Warm Springs Road, a radial line to said beginning bears North 25°47’29” East; thence along said curve and said Northeasterly right-of-way to the left through a central angle of 02°23’44”, an arc length of 629.26 feet t the West boundary of said Lot Two (2); thence North 01°09’49” West, departing said Northeasterly right-of-way and along said West boundary, 747.85 feet to the Point of Beginning.

Being Lot 2-3 as shown on Record of Survey in File 173 of Surveys, Page 95 recorded June 17, 2008 in Book 20080617 as Document No. 03407, Official Records, Clark County, Nevada.

Surveyors Legal Description (Parcels 1 through 20)

All that land situated in the County of Clark, State of Nevada, more particularly described as follows:

Commencing at a capped pin found at the Northwest Corner of Section 12;
Thence South 02°07'00" West, along the West line of said Section 12, a distance of 327.11 feet to the South line of Warm Springs Road (100' wide) and also being the True Place of Beginning of the parcel land herein described;
Thence South 67°31'21" East, along said South line, a distance of 1,025.39 feet;
Thence following the arc of a curve to the right having a radius of 14,950.00', a chord of 1,742.08', bearing South 64°10'56" East, a total arc distance of 1,743.07';
Thence following the arc of a curve to the right having a radius of 14,950.00', a chord of 872.72', bearing South 59°08'24" East a total arc distance of 872.85';
Thence South 57°28'03" East, a distance of 111.31 feet;
Thence South 08°51'37" East, a distance of 92.62 feet;
Thence South 63°17'49" East, a distance of 54.27 feet;
Thence South 08'51'37" East, a distance of 3,905.34 feet;
Thence South 81°08'23" West, a distance of 40.00 feet;
Thence North 08°51'37" West, a distance of 335.75 feet along the West line of 11th Street;
Thence South 81°08'23" West, a distance of 240.00 feet along the property line of a parcel of land, now or formerly in the name of U.S.A.;
Thence North 08°51'37" West, a distance of 65.00 feet;
Thence South 81°08'23" West, a distance of 34.00 feet;
Thence North 08°51'37" West, a distance of 6.00 feet;
Thence South 81°08'23" West, a distance of 12.00 feet;
Thence South 08°51'37" East, a distance of 6.00 feet;
Thence South 81°08'23" West, a distance of 64.00 feet;
Thence South 08°51'37" East, a distance of 1.50 feet;
Thence South 81°08'23" West, a distance of 212.00 feet;
Thence South 08°51'37" East, a distance of 63.50 feet;
Thence South 81°08'23" West, a distance of 548.00 feet to the East line of 8th Street;
Thence South 08°51'37" East, a distance of 120.00 feet;
Thence North 81°08'23" East, a distance of 350.00 feet;
Thence South 08°51'37" East, a distance of 215.75 feet;
Thence North 81°08'23" East, a distance of 637.00 feet;
Thence South 08°51'37" East, a distance of 126.25 feet;
Thence South 81°08'23" West, along the property line of a parcel of land, now or formerly in the name of Basic Environmental Co LLC, a distance of 454.00 feet;
Thence South 08°51'37" East, a distance of 232.50 feet;
Thence North 81°08'23" East, along the North line of Avenue L, a distance of 454.00 feet;
Thence South 08°51'37" East, a distance of 40.00 feet;
Thence South 81°08'23 West, a distance of 454.00 feet;
Thence South 08°51'37" East, a distance of 1,167.50 feet to the North line of Lake Mead Drive;

Thence South 81°08’23” West, along said North line, a distance of 1,338.00 feet;
Thence North 08°51’37” West, a distance of 1,491.50 feet;
Thence South 81°08’23” West, a distance of 740.00 feet;
Thence North 08°51’37” West, along the centerline of 4th Street, a distance of 508.50 feet;
Thence North 81°08’23” East, along the centerline of Avenue H, a distance of 355.00 feet;
Thence North 08°51’37” West, along the centerline of 5th Street, a distance of 555.00 feet;
Thence South 81°08’23” West, along the centerline of Avenue G, a distance of 355.50 feet;
Thence North 08°51’37” West, along the centerline of 4th Street, a distance of 444.50 feet;
Thence North 81°08’23” East, along the property line of a parcel of land, now or formerly in the name of Titanium Metals Corporation, a distance of 165.00 feet;
Thence North 08°51’37” West, a distance of 64.50 feet;
Thence North 81°08’23” East, a distance of 56.00 feet;
Thence South 08°51’37” East, a distance of 64.50 feet;
Thence North 81°08’23” East, a distance of 627.00 feet;
Thence North 08°51’37” West, a distance of 189.00 feet;
Thence South 81°08’23” West, a distance of 848.00 feet;
Thence North 08°51’37” West, passing a P.K. Nail found O 228.39 feet, a total arc distance of 3,126.71 feet;
Thence North 84°13’42” West, a distance of 679.70 feet to an iron pipe;
Thence North 02°07’00” East, along the West line of Section 12, a distance of 1,288.20 feet to the Place of Beginning.

The Basis of Bearings used for this Survey is North 02°07’00” East, being the West line of Section 12, as evidenced by monuments found;

Excepting therefrom the following described landlocked parcels of land.

Parcel 1:

Commencing at the South Quarter Corner (S ¼ C) of Section 12; Thence North 00°42’34” East, a distance of 189.18 feet; Thence North 81°08’23” East, a distance of 599.50 feet to a point at the place of beginning of the parcel of land herein described; Thence South 08°51’37” East, a distance of 65.79 feet; Thence South 81°08’23”, a distance of 739.59 feet; Thence North 08°51’37” West, a distance of 344.67 feet; Thence South 81°08’23” West, a distance of 126.50 feet; Thence North 08°51’37” West, a distance of 123.96 feet; Thence North 81°08’23” East, a distance of 126.50 feet; Thence North 08°51’37” West, a distance of 131.17 feet; Thence North 81°08’23” East, a distance of 739.59 feet; Thence South 08°51’37” East, a distance of 534.01 feet to the place of beginning.

Parcel 2:

Commencing at the Southwest Corner of Section 12; Thence South 71°19’49” East, a distance of 2,033.40 feet to a point on the South right of way line of “H” Avenue, said point being at the place of beginning of the parcel of land herein described; Thence North 81°08’23” East, along

the South right of way line of “H” Avenue, a distance of 362.00 feet; Thence South 08°51’37” East, a distance of 65.00 feet; Thence North 81°08’23” East, a distance of 341.00 feet; Thence North 08°51’37” West, a distance of 29.00 feet; Thence North 81°08’23” East, a distance of 35.00 feet; Thence South 08°51’37” East, a distance of 29.00 feet; Thence North 81°08’23” East, a distance of 315.00 feet to a capped iron pin found on the West right of way line of 8th Street; Thence South 08°51’37” East, along the West line of 8th Street, a distance of 120.00 feet; Thence South 81°08’24” West, a distance of 691.00 feet; Thence South 08°51’37” East, a distance of 49.00 feet; Thence South 81°08’23” West, a distance of 362.00 feet; Thence North 08°51’37” West, a distance of 234.00 feet to the place of beginning.

Attachment F

Existing Leases

Lease Agreement dated May 6, 2005, by and between Tronox LLC f/k/a Kerr-McGee Chemical LLC, as lessor, and Pronto Constructors, Inc., as lessee, as amended by the First Amendment to Lease Agreement dated May 1, 2007.

Lease Agreement dated August 31, 2006, by and between Tronox LLC, as landlord, and Industrial Supply Co, Inc., as tenant.

EXHIBIT G

Lease Term Sheet

Lease of Henderson, Nevada Facility

Tronox LLC ("Tenant") and the Henderson Environmental Response Trust ("Owner") shall enter into a triple net lease agreement (the "Henderson Facility Lease") relating to that certain real property, and all buildings, improvements and fixtures located thereon (the "Henderson Leased Facility"), as depicted in Exhibit A annexed hereto, where the Henderson Business is located. The Henderson Leased Facility is a portion of the Henderson Property. The Henderson Property is being transferred to Owner pursuant to that certain Consent Decree and Environmental Settlement Agreement (the "Settlement Agreement") to which this Lease Term Sheet is appended, and to the Plan of Reorganization. Tenant and Owner shall enter into the Henderson Facility Lease on terms satisfactory to the Backstop Parties, the Creditors' Committee, the United States (as each of such terms is defined in the Plan of Reorganization), Tenant and Owner, which terms shall include those set forth below. Capitalized terms used and not otherwise defined in this Lease Term Sheet shall have the respective meanings set forth in the Settlement Agreement. The Henderson Facility Lease shall contain other provisions to be agreed upon between the parties, including but not limited to the following which are summarized below:

Landlord/Owner: Henderson Environmental Response Trust

Tenant: Tronox, LLC

Guarantor: Tronox Incorporated ("Guarantor")

Leased Premises: The Henderson Leased Facility, including all improvements to, fixtures on and buildings located on the land depicted in Exhibit A, and all rights and interests in and to all easements, structures, pipes, lines, appurtenances, equipment, facilities and certain easement areas (to be set forth in the Henderson Facility Lease); it may also include the non-exclusive or exclusive right to use parking areas, driveways, roads, alleys and means of ingress and egress, at certain portions of the Henderson Property (not including the Henderson Leased Facility), (also to be defined in the Henderson Facility Lease) to the extent reasonably required to access and utilize the Henderson Leased Facility and operate the Henderson Business, all subject to Owner's perpetual and assignable right of access, as described below under the caption "Owner's Right of Access." The Henderson Leased Facility shall not include the chromium- and perchlorate-related groundwater intercept and treatment systems or equipment or any other on-going environmental contamination investigation, treatment or remediation

systems or equipment at or associated with the Henderson Property.

Triple Net Lease: The Henderson Facility Lease will be a triple net lease, with all real estate taxes, insurance, utilities, operating expenses and other expenses of maintaining, operating, repairing, and insuring the Henderson Leased Facility (including, without limitation, assessments of the Black Mountain Industrial Center Association, subject to the apportionment provisions set forth in the last sentence of this caption "Triple Net Lease") to be borne by Tenant. Tenant shall have the right to contest or institute proceedings to reduce real property taxes by legal proceedings or in such manner as it may deem suitable, in the name of and with the cooperation of (but without cost to) Owner, who shall execute all documents reasonably necessary to accomplish the foregoing. Tenant shall use its best efforts to obtain from the taxing authorities a separate tax parcel assessment for the Henderson Leased Facility (and improvements located thereon) and cause Tenant to be named as the party to whom all such bills and assessments should be sent. In addition, to the extent possible, Tenant shall obtain from the Black Mountain Industrial Center Association separate assessments for the Henderson Leased Facility and the balance of the Henderson Property. To the extent the Henderson Leased Facility is not assessed as a separate tax parcel as of the Effective Date or any utilities (including any utilities provided to Owner pursuant to Owner's exercise of its rights to utilities) are not separately metered, the parties shall agree upon a reasonable apportionment of such real estate taxes and utilities, based on Tenant's pro rata share, provided that in any event Tenant shall be responsible for 100% of all building assessments for any improvements comprising part of the Henderson Leased Facility. To the extent that assessments of the Black Mountain Industrial Center Association are not separately assessed for the Henderson Leased Property and the balance of the Henderson Property as of the Effective Date, the parties shall also agree upon a reasonable apportionment of the assessments imposed by the Black Mountain Industrial Center Association, based on Tenant's pro rata share.

Initial Term: 25 years, commencing on the Effective Date (the "Initial Term").

Rent: $1 annually for the Initial Term, plus a one time payment of up to $10,500,000 payable on the Effective Date, which

one-time payment shall not be refundable under any circumstances.

Renewal Options: Two (2) 25 year extensions at the option of the Tenant (the "Renewal Terms;" the Initial Term and the Renewal Terms, collectively the "Term").

Rent for Renewal Terms: Rent for each Renewal Term shall be the fair market value rent for similar properties in the Henderson, Nevada area ("FMV"), as determined by an independent appraiser reasonably agreed to by Tenant and Owner based on an approval process to be more particularly described in the Henderson Facility Lease. Rent will be adjusted as of the commencement of each of the Renewal Terms and on the 8th and 16th anniversaries of the commencement date of each of the Renewal Terms; provided that following the initial determination of FMV no adjustment of Rent will result in a decrease in Rent from the annual amount payable for the immediately preceding period.

Use & Maintenance: Tenant will accept possession of the Henderson Leased Facility in its "AS-IS" condition as of the Effective Date. Owner will not be required under the Henderson Facility Lease to ensure that the Henderson Facility is habitable nor to perform any specific Environmental Actions or other work at the Henderson Leased Facility to render it suitable for the Henderson Business. Tenant shall use the Henderson Leased Facility for its current use as a chemical manufacturing facility, including ancillary uses related thereto. Any other use of the Henderson Leased Facility by Tenant shall require Owner's consent, which shall not be unreasonably withheld, conditioned or delayed.

Tenant shall maintain and operate the Henderson Leased Facility in accordance with applicable laws and codes. The Henderson Facility Lease will contain provisions to be agreed upon allowing Tenant the right to contest and cure violations.

In the event any violations cannot be cured within thirty (30) days after notice thereof is received by Tenant, so long as Tenant is actively, diligently and in good faith proceeding with continuity to cure such violation and cause the same to be discharged and the violation does not cause imminent endangerment to human health or the environment, Owner is protected from civil and criminal liability, and an indemnity by Tenant is given and/or other security is deposited with Owner (as may be required by Owner), if the

reasonable cost of curing the violation exceeds $50,000, such cure period shall be extended for such longer time as is reasonably necessary (not to exceed a total of one hundred eighty (180) days unless failure to discharge is solely due to delays on the part of the agency in inspecting such violation or otherwise processing a correction of the violation and causing the same to be discharged in which case such period shall be extended on a per diem basis to allow for such delay).

Dangerous Conditions: Tenant shall promptly undertake to remedy any condition on the Leased Premises which, under an objective standard, taking into account all circumstances (including, without limitation, Tenant's operation of a chemical manufacturing business at the Leased Premises), endangers human health, welfare or safety, and diligently pursue such remedy (the "Remedy") provided, however, that nothing in the previous clause shall require any Henderson Covered Person to take any actions or assume any liability with respect to remediation (including investigation), removal or restoration of any Henderson Legacy Conditions, except with respect to the Exacerbation Obligations. If after receiving written notice from Owner of such condition Tenant does not promptly perform the Remedy, Owner may do so and may charge the reasonable costs of such Remedy to Tenant as additional rent. Any disputes concerning this paragraph shall be resolved through AAA arbitration, to be completed within 90 days. The non-prevailing party in such arbitration shall bear all reasonable fees and expenses of the prevailing party in connection with the arbitration. The failure of Tenant to perform a Remedy required under this paragraph shall not constitute a default under the Lease unless Tenant shall fail to promptly pay a final arbitral award against it or any other amounts Tenant acknowledges to be due under this paragraph.

Surrender: Upon surrender, the Henderson Leased Facility shall be returned to Owner in the same condition as on the Effective Date, ordinary wear and tear, casualty and condemnation excepted and further subject to (i) Tenant’s right to make alterations as provided herein, and (ii) alterations or modifications resulting from any Environmental Actions conducted pursuant to the Settlement Agreement. Except as described in the following sentence, Tenant will not be required to perform any specific restorative work at the Henderson Leased Facility except insofar as is necessary to comply with the preceding sentence of this Lease Term

Sheet; provided, however, the Henderson Leased Facility shall be free of all liens (except to the extent such liens are caused by Owner, its successsors or assigns, it being understood that a lien related to a cure by Owner of a Tenant default shall not, under any circumstances, be deemed to be a "lien caused by Owner"), leases and tenancies. Prior to surrender, Tenant (a) shall remove its fixtures and equipment from the Henderson Leased Facility (including any personalty related to the Henderson Business); (b) shall perform and fund, at its sole cost, Environmental Actions as required by law or agreement with respect to (i) any New Substances Conditions; (ii) any failure to comply with all applicable Environmental Laws; and (iii) any failure to comply with respect to the Due Care Obligations, subject to the Exacerbation Obligations, in each instance by any Henderson Covered Person; and (c) except with respect to Henderson Legacy Conditions, other than Exacerbation Obligations, shall comply with all requirements prescribed by Environmental Laws applicable to the shut-down or closure of chemical manufacturing processes or facilities, including waste treatment, storage or disposal units. If Tenant does not remove its fixtures or equipment upon surrender, the same shall become property of Owner at no cost to Owner, and may be removed by Owner at Tenant's expense.

BMI: Tenant shall look solely to Basic Management Incorporated ("BMI") and not to Owner for the repair, replacement or upgrades of infrastructure owned or operated by BMI and for all utilities and other services provided, managed and maintained by BMI and its affiliates. All charges of BMI as they relate to the Henderson Leased Facility and to the easements, rights and appurtenances included in the Henderson Leased Facility shall be borne by Tenant. Owner shall cooperate with Tenant (but at no cost to Owner) in connection with the provision of such repairs, utilities and services.

Assignment/Subletting: (A) So long as no event of default has occurred and is continuing under the Henderson Facility Lease, Tenant may assign the Henderson Lease in its entirety, or sublet all or a portion of the Henderson Leased Facility, in each case with Owner's consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, Tenant may freely assign the Henderson Facility Lease in its entirety or sublet all or a portion of the Henderson Leased Facility to an affiliate

without Owner's consent, provided (i) Tenant remains fully liable under the Henderson Facility Lease, (ii) Guarantor remains fully liable under the Guaranty, and (iii) Tenant provides Owner with notice of such assignment or sublease.

(B) Among other factors, Owner may consider the following factors in providing or withholding its consent:

(1) The creditworthiness of Assignee/Subtenant;

(2) The experience of Assignee/Subtenant in operating a business similar to the Henderson Business;

(3) Assignee/Subtenant's record, if any, of environmental violations; and

(4) The ability of Assignee/Subtenant to comply with Tenant's obligations under the Henderson Facility Lease.

In the event Owner does not consent to an assignment or subletting, Owner shall set forth the basis for withholding its consent.

(C) Any sublease shall be subject and subordinate to the Henderson Facility Lease in all respects (including, without limitation, obligations to comply with Due Care Obligations), and will not release Tenant from liability under the Henderson Facility Lease or Guarantor from liability under the Guaranty.

(D) Assignee must assume all obligations under the Henderson Facility Lease.

(E) Upon any assignment to a person that is not an affiliate, the Tenant (and any affiliated guarantors or co-obligors) shall be released from all liability under the Henderson Facility Lease other than liabilities of Tenant, as tenant under the Henderson Facility Lease (or liabilities, if any, of Guarantor, as guarantor under the Guaranty), arising prior to the effective date of an assignment; provided however, that in the event that (i) Owner reasonably withholds consent to an assignment to a person that is not an affiliate as provided herein and (ii) Owner and Tenant expressly agree that as a condition to Owner consenting to such assignment, that Tenant (or any affiliated guarantors or co-obligors) shall not be released

from all liability under the Henderson Facility Lease, then Tenant, and its affiliated guarantors or co-obligors shall not be released from such liability under the Henderson Facility Lease unless the parties agree otherwise; provided, however, that nothing herein shall be construed to suggest that any consent conditioned upon the continuing liability of Tenant or Guarantor would be reasonable or unreasonable in any particular circumstance.

(F) Assignment shall trigger an adjustment of Rent to FMV only if such assignment occurs during a Renewal Term and to a party other than an affiliate of Tenant.

A Change of Control of Tenant shall constitute an assignment and shall require the consent of the Owner as provided above and shall be subject to Subparagraphs (A) through (F) above. For purposes of the Henderson Facility Lease, a "Change of Control of Tenant" shall be (i) a sale or other transfer of all or substantially all of the assets of the Tenant in one or a series of transactions (other than the Henderson Facility Lease), together with (ii) a sale or other transfer in one or a series of transactions (including the issuance by the Tenant of equity interests in the Tenant) such that, following such sale or other transfer, a person or group of affiliated persons (other than the Guarantor and its affiliates) own equity interests in the Tenant representing more than 50% of the voting power of the Tenant entitled to vote, under ordinary circumstances, in the election of the board of directors, board of managers or other governing body of the Tenant. For the avoidance of doubt, a direct or indirect transfer or acquisition of ownership of equity interests in the Guarantor or any of its affiliates (other than the Tenant), or any of their respective successors, shall not result in a Change of Control of Tenant.

As of the effective date of the Henderson Facility Lease there shall be no subleases in effect other than the Existing Leases. Prior to such effective date, Tenant shall provide to Owner evidence (which may be in the form of an appropriate Bankruptcy Court order, or separate agreements entered into by the tenants under the Existing Leases) that each of the Existing Leases is subject and subordinate in all respects to the Henderson Facility Lease (including, Paragraphs 67(g) (to the extent applicable), 75, 84(d) and 84(e) of the Settlement Agreement, which shall be appended to the Henderson Facility Lease), that the Existing Leases

will automatically terminate on the termination of the Henderson Facility Lease, and that each tenant under the Existing Leases has acknowledged that it will look solely to Tenant (and not to Owner) with respect to any obligations of landlord under the Existing Leases.

Owner's Right of Access: Owner shall retain and reserve a perpetual and assignable right of access on, over, and through the Henderson Leased Facility, to enter upon the Henderson Leased Facility at all reasonable times to perform any Environmental Actions required by the Lead Agency pursuant to the Settlement Agreement, or otherwise to meet its environmental responsibilities required under applicable laws. Such right of access shall be binding on Tenant, its successors and assigns.

In exercising such right of access, Owner or its assignee shall provide Tenant and its successors and assigns, as the case may be, with reasonable notice of its intent to enter upon the Henderson Leased Facility and perform the required Environmental Actions, which notice may be curtailed or eliminated in any case where Owner, or the Lead Agency determines that there may exist an imminent endangerment to human health or the environment. Owner or its assignee shall use reasonable efforts, without material cost to Owner, to avoid or otherwise minimize interference with Tenant's and Tenant's successors' and assigns' quiet enjoyment of the Henderson Leased Facility and the Henderson Business. At the completion of work associated with such Environmental Actions at the Henderson Leased Facility, the work site shall be restored by Owner or its agents or contractors in accordance with the Henderson Lead Agency-approved work plan. In connection with any such work performed by Owner or its agents or contractors at the Henderson Leased Facility, Owner or its agents or contractors shall have the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Henderson Property (and serving the Henderson Leased Facility) with Tenant's actual costs therefor charged to Owner. Except for the actual costs for such utility services, no fee, charge, or compensation will be due to Tenant or its successors and assigns, for the exercise of the right of access to the Henderson Leased Facility retained and reserved by Owner.

As provided in Paragraph 84(h) of the Settlement Agreement, Owner shall provide Tenant at least 15 business

days, or such shorter period as is established by the Henderson Lead Agency, to comment on work plans (including other approvable deliverables that describe work to be performed at or relating to the Henderson Leased Facility) concerning proposed Environmental Actions at or relating to the Henderson Leased Facility, at the same time such proposed work plans (including such approvable deliverables as described above) are provided to the Henderson Lead Agency and Non-Lead Agency for their review or approval, as applicable. Owner shall consult with Tenant to keep Tenant reasonably apprised of any major developments with respect to such Environmental Actions. In accessing the Henderson Leased Facility under the reserved right of access, the Owner agrees to comply, to the extent implicated by the Environmental Actions to be performed, with Tenant's established facility security and workplace safety procedures and policies that are timely provided to Owner by Tenant.

Owner shall not assume any liability to the Tenant, or its successors and assigns, should the performance of any required Environmental Actions interfere with their use of the Henderson Leased Facility.

The Henderson Facility Lease shall reference Owner's obligations under Paragraph 81(e) of the Settlement Agreement with respect to insurance.

Tenant's Environmental Obligations:

The Henderson Facility Lease shall provide that in conducting its operations at the Henderson Leased Facility on and after the Effective Date, Tenant, including each Henderson Covered Person, shall (i) comply with Due Care Obligations; and (ii) comply with all applicable Environmental Laws, provided, however, that nothing in this clause (ii) shall require any Henderson Covered Person to take any actions or assume any liability with respect to remediation (including investigation), removal or restoration of any Henderson Legacy Conditions, except with respect to the Exacerbation Obligations. Tenant, as lessee and operator of the Henderson Leased Facility, and its successors and assigns under the Henderson Facility Lease, shall be liable for conditions that are attributable to (i) any New Substances Conditions; (ii) any failure to comply with Due Care Obligations, subject to the Exacerbation Obligations, and (iii) any failure to comply with applicable Environmental Laws, in each instance by any Henderson

Covered Person on or after the Effective Date.

The Henderson Facility Lease shall contain customary provisions relating to indemnity by a tenant with respect to the operations of Tenant at the Henderson Leased Facility following the Effective Date. For the avoidance of doubt, Tenant shall provide environmental indemnities as an operator of the Henderson Leased Facility on the Henderson Property after the Effective Date with respect to (i) any New Substances Conditions; (ii) any failure to comply with applicable Environmental Laws; and (iii) any failure to comply with Due Care Obligations, subject to the Exacerbation Obligations, in each instance by any Henderson Covered Person on or after the Effective Date.

Alterations: During the Term of the Henderson Facility Lease, Tenant may make alterations without Owner's consent, provided that (a) Tenant shall give Owner prior written notice of (i) any structural alterations, and (ii) any non-structural alterations costing in excess of $50,000, (b) no alterations shall exacerbate any Henderson Legacy Conditions or interfere with Tenant's Due Care Obligations, and (c) in connection with (i) any structural alterations, and (ii) any non-structural alterations costing in excess of $50,000, Owner may require an indemnity by Tenant and/or other security (including, without limitation, a payment or performance bond) prior to the commencement of any such Major Alteration, provided that no such indemnity shall be required to the extent an obligation is secured by other security or a payment or performance bond reasonably satisfactory to Owner. Tenant must submit plans, if available, in advance for any (A) structural alterations, and (B) any non-structural alterations costing in excess of $75,000 to Owner for its approval, such approval not to be unreasonably withheld, conditioned or delayed. Owner's approval of an alteration shall be deemed given if Owner does not respond to Tenant's written request for approval within 30 days thereof. Tenant must obtain all necessary permits and comply with all laws in connection with any alterations. Owner shall not require Tenant to remove any alterations upon the expiration or earlier termination of the Henderson Facility Lease.

Casualty: Upon partial or total destruction of the Henderson Leased Facility by fire or other casualty, Tenant may elect to terminate the Henderson Facility Lease within 60 days after such casualty. If Tenant does not elect to terminate the

Henderson Facility Lease, Tenant shall, at a minimum, restore the damaged improvements to a safe and non-hazardous condition, cure all violations, and take all other steps necessary to meet Tenant's Due Care Obligations, and if Tenant elects to further restore or rebuild the damaged improvements it shall do so promptly. Tenant may use its own insurance proceeds for the foregoing, and the Henderson Facility Lease shall contain customary provisions for the disbursement of insurance proceeds used for restoration. Tenant will assign any insurance proceeds over to Owner with respect to the damaged improvements Tenant elects not to restore or rebuild. If Tenant elects to terminate the Henderson Facility Lease, any insurance proceeds (after restoration of the damaged improvements to a safe and non-hazardous condition) shall be assigned over to Owner with respect to the buildings or structures comprising the Henderson Leased Facility, and Tenant is entitled to any proceeds relating to any personalty, fixtures and equipment that is part of the Henderson Business.

Tenant and its contractors must provide at all times during the term of the Henderson Facility Lease the insurance coverage in types, limits and deductibles to be agreed to in the Henderson Facility Lease. Such insurance shall be obtained from carriers duly licensed and authorized to do business in the State of Nevada and having a minimum rating by the A.M. Best Key Rating Guide as agreed to in the Henderson Facility Lease. Owner shall be named as an additional insured on all policies other than Workers Compensation, Employer Liability and Property Insurance. Owner shall be named as a loss payee on all policies of Property Insurance. All insurance policies shall require a 30 day notice of cancellation to Owner. The Henderson Facility Lease shall also contain provisions regarding release of claims and waiver of subrogation.

Tenant must provide proof of adequate insurance on the Effective Date, and at least annually thereafter.

Condemnation: If all or substantially all of the Henderson Leased Facility is taken by any governmental entity by right of eminent domain or pursuant to a conveyance or other acquisition in lieu of such eminent domain, the Henderson Facility Lease shall terminate as of the effective date of such taking or acquisition. If less than all or substantially all of the Henderson Leased Facility is so taken or acquired, and Tenant's ability to operate, access or use the Henderson

Leased Facility is impaired (in Tenant's commercially reasonable opinion), Tenant may elect to terminate the Henderson Facility Lease as of the effective date of such taking or acquisition with respect to the portion affected by such taking or acquisition. If such taking or acquisition is during the Initial Term, there shall be no adjustment of Rent (or refund of the one time payment thereof), but the condemnation award will be equitably apportioned between Owner and Tenant to reflect the value of the leasehold for the balance of the Initial Term (except to the extent the award is applied to restoration of the Henderson Leased Facility required by such taking or acquisition to substantially the same condition that the same were in prior to a partial taking, in which case such portion of the award shall be applied to such restoration). If such taking or acquisition is during one of the Renewal Terms, all Rent shall be proportionally abated according to the extent that the Henderson Leased Facility has been rendered inoperable, inaccessible or unusable by Tenant as a result of such taking or acquisition, and the entire condemnation award will be paid to Owner (except to the extent such award is for restoration of the Henderson Leased Facility). If the Henderson Facility Lease is not terminated, Tenant will restore the Henderson Leased Facility to substantially the same condition that the same were in prior to such partial taking or acquisition. Tenant shall have the right to recover any award for Tenant's property, fixtures moving expenses, business dislocation damages, personalty (including the equipment that is part of the Henderson Business) and any other award available to a tenant. For the avoidance of doubt, Owner's remedial work does not constitute a taking. The Henderson Facility Lease shall contain customary provisions for the disbursement of any condemnation award used for restoration.

Termination Right: Tenant shall have the right to terminate the Henderson Facility Lease at any time during the Term by providing sixty (60) days prior notice to Owner, provided Tenant complies with all obligations under the Henderson Facility Lease relating to the surrender of the Henderson Leased Facility at the end of the term (including, without limitation, those specified in this Lease Term Sheet under the caption "Surrender").

Consistency of Agreements and To the extent reasonably possible, the provisions of the Henderson Facility Lease shall be interpreted in a manner consistent with the Settlement Agreement. Where the

Construction: provisions of the Henderson Facility Lease are irreconcilable with the provisions of the Settlement Agreement, the provisions of the Settlement Agreement shall prevail. The Henderson Facility Lease shall include the following clause: "In the event of any conflict between the Henderson Facility Lease and the Settlement Agreement, any obligation of the Owner to perform Environmental Actions is subject solely to the terms and funding limitations contained in the Settlement Agreement." The Henderson Facility Lease shall include an appendix containing those Paragraphs of the Settlement Agreement that specifically pertain to the obligations of Tronox, LLC, as Tenant, relating to the Henderson Leased Facility, including without limitation, such obligations as are set forth in Paragraphs or Subparagraphs 67(f); 67(g); 71; 75; 78; 79; 84(d); 84(e); and such defined terms from the Settlement Agreement as are used but not defined in any of the foregoing Paragraphs of the Settlement Agreement, and these provisions shall be incorporated herein and in the Henderson Facility Lease, as obligations of Tenant, its successors and assigns.

Added Provisions: The Henderson Facility Lease will also contain the following provisions:

a. Nothing in these paragraphs (a), (b) or (c) shall preclude Tenant from enforcing any of its rights or remedies under the Henderson Facility Lease against Owner. Tenant acknowledges and agrees that none of the Henderson Trust Parties (as defined in the Settlement Agreement) shall be personally liable unless the Court, by a final order that is not reversed on appeal, finds that it committed fraud or willful misconduct after the Effective Date in relation to the Henderson Trustee's duties. There shall be an irrebuttable presumption that any action taken or not taken with the approval of the Court does not constitute an act of fraud or willful misconduct. Except with respect to enforcement of the Henderson Facility Lease, the Henderson Trust Parties are exculpated by all persons, including without limitation, Tenant, of and from any and all claims, causes of action and other assertions of liability arising out of the ownership of Henderson Trust Assets and the discharge of the powers and duties conferred upon the Henderson Trust and/or Trustee by the Settlement Agreement or any order of court entered pursuant to or in furtherance of the Settlement Agreement, or applicable law or otherwise. Owner shall be liable for any final judgment (not reversed on appeal, if appealed)

awarded in favor of Tenant against Owner under the Henderson Facility Lease, which judgment shall be satisfied out of the Henderson Trust Administrative Account. Neither the State of Nevada, the United States, any of Debtors nor the Guarantor shall be deemed to be an owner, operator, trustee, partner, agent, shareholder, officer, or director of the Henderson Trust or the Henderson Trust Parties, or to be an owner or operator of the Henderson Property on account of the Settlement Agreement or actions contemplated thereby. Nothing in this paragraph purports to preclude or otherwise affect the status of Tenant as an operator or lessee of the Henderson Leased Facility on account of the Henderson Facility Lease or any activities or operations conducted by Tenant at the Henderson Leased Facility on or after the Effective Date provided that Tenant shall not have any obligations with respect to Henderson Legacy Conditions except as provided in Paragraph 75 of the Settlement Agreement.

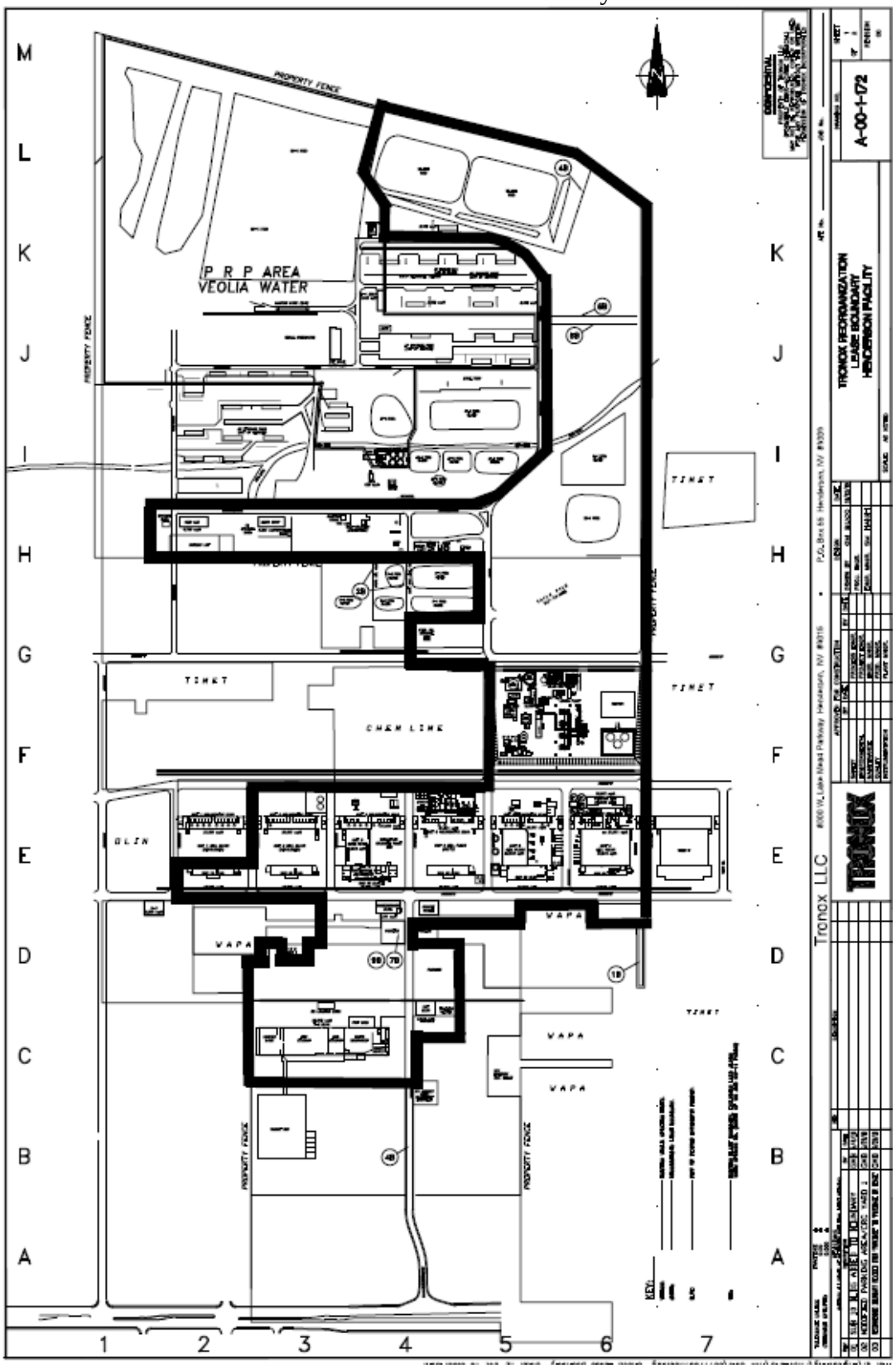
b. In consideration of the applicability of the covenant not to sue (and reservation of rights) to Tenant in accordance with Paragraphs 136 and 145 of the Settlement Agreement, Tenant covenants not to sue and agrees not to assert claims or causes of action against the United States, the State of Nevada, the Local Governments (as defined in the Settlement Agreement), with respect to the Henderson Property, including but not limited to any direct or indirect claim for reimbursement from the Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 107, 111, 112, 113, 42 U.S.C. §§ 9606(b), 9607, 9611, 9612, 9613, RCRA, or any other provision of law; any claims and causes of action against the United States, the State of Nevada, or the Local Governments, including any of their departments, agencies or instrumentalities pursuant to Section 107 or 113 of CERCLA, 42 U.S.C. §§ 9607, 9613, or other applicable state Environmental Laws; and any claims and causes of action arising out of the response activities at the Henderson Property. Notwithstanding the above, Tenant's covenant and agreement shall not apply in the event that the United States, State of Nevada, or Local Government brings a cause of action against Tenant but only to the extent that Tenant's claims and causes of action arise from the same response action, response costs, damages, or other relief that the United States, State of Nevada, or Local Government brings against Tenant.

c. In consideration of the applicability of the covenant not to sue (and reservation of rights) to Tenant in accordance with Paragraph 148 of the Settlement Agreement, Tenant covenants not to sue, and agrees not to assert claims or causes of action against the Henderson Trust Parties with respect to the Henderson Property, provided however, that nothing in this paragraph shall preclude the Tenant from enforcing any of its rights or remedies under the Henderson Facility Lease against the Owner. Owner and Tenant shall abide by all terms and conditions of the Henderson Facility Lease and shall perform all of their respective obligations under the Henderson Facility Lease.

Guaranty: On the Effective Date, Guarantor shall execute and deliver to the Henderson Trust, an irrevocable and unconditional guaranty (the "Guaranty") of the observance and performance of Tenant's obligations under (i) the Henderson Facility Lease and (ii) the Settlement Agreement as its obligations pertain to the Henderson Leased Facility. The Guaranty shall be in form and substance reasonably satisfactory to Guarantor and Owner. In the event the Henderson Facility Lease is assigned to a person that is not an affiliate, then upon such assignment, subject to the "Assignment/Subletting" paragraphs above, (i) Tenant and any affiliated guarantors or co-obligors, and each of their successors and assigns (other than the assignee of the Henderson Facility Lease) shall be released from all liability and obligations arising on and after the effective date of such assignment under the Settlement Agreement as such liability and obligations pertain to the Henderson Leased Facility, the Henderson Facility Lease and the Guaranty, (ii) Tenant shall be released from all liability and obligations arising on and after the effective date of such assignment under the Henderson Facility Lease, (iii) Guarantor, and each of its successors and assigns shall be released from all liability and obligations arising on and after the effective date of such assignment under the Henderson Facility Lease and the Guaranty, and (iv) Tenant and Guarantor shall retain all liabilities and obligations arising prior to the effective date of such assignment under the Settlement Agreement as such liabilities and obligations pertain to the Henderson Leased Facility, the Henderson Facility Lease and the Guaranty and with respect to Tenant, under the Henderson Facility Lease and with respect to Guarantor, under the Guaranty.

Exhibit A

The Henderson Leased Facility



Attachment H

Schedule of Costs

I. THIRD PARTY VENDORS

Pursuant to Subparagraphs 161(b)(iii) and 162(b) above, the Environmental Response Trustees shall reimburse Debtors for reasonably-incurred, actual out-of-pocket disbursements for support vendors utilized in gathering requested Environmental Information and Real Property Information stored at the Off-Site Facility in hard-copy form, including but not limited to document storage and delivery vendors, and document copy companies. The Environmental Response Trustees may choose to contract with and pay the costs of such vendors directly.

II. HOURLY RATES

The Environmental Response Trustees shall reimburse Debtors for reasonably-incurred "in house" time and expenses to research, locate and provide the Environmental Response Trustees with requested Environmental Information and Real Property Information that are stored at the Off-Site Facility, including historical analyses and document review as needed, but not including any document review or legal analyses relating to privilege issues or compliance with laws or legal proceedings. Such costs shall be separately itemized on invoices to the Environmental Response Trustees and billed at the rates below. Time expended on tasks shall be reported on invoices in increments of one-tenth of an hour. The Environmental Response Trustees shall reimburse Debtors for the actual, reasonable costs of photo-copying required for the provisions of copies (in-house copying). Reasonable photo-copying and fax costs shall not exceed $0.10 per page.

A. Attorney - $250.00 per hour.

B. Legal Assistant or Paralegal - $90.00 per hour.

C. Secretary - $60.00 per hour.

III. DOCUMENT TRANSMITTAL

When transmitting hard copy files from the Off-Site Facility to the Environmental Response Trustees, Debtors shall utilize the most cost-effective means of transmittal commensurate with the nature of the item (i.e., the volume, etc.) and with the time-urgency of the delivery. Messengers and overnight delivery services shall be avoided when less expensive but reliable alternatives (e.g., U.S. Mail, UPS, etc.) will provide timely delivery. When feasible, e-mail transmission of electronic documents or scanned documents is preferable to mailing or faxing.

IV. TIMELY MONTHLY INVOICES

Debtors shall send the Environmental Response Trustees invoices for fees and expenses incurred on a monthly basis. Debtors are expected to provide invoices promptly, and no more than 25 days after the end of each month in which the invoiced fees and/or expenses were incurred.