UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 7
901 NORTH 5TH STREET
KANSAS CITY, KANSAS 66101

In the Matter of:	)	
	)	
Pools Prairie Site	)	
Neosho, Missouri	)	Docket No. CERCLA-07-2011-0014
	)	
United States Department of Defense,	)	
	)	
Federal Respondent,	)	
	)	
and	)	
	)	
The Boeing Company,	)	
and	)	
TDY Industries, Inc.,	)	
	)	
Respondents	)	
	)	
and	)	
	)	
Dallas Airmotive, Inc.,	)	
	)	
Owner Respondent	)	
	)	
Proceedings under Sections 104, 107 and 122	)	
of the Comprehensive Environmental	)	
Response, Compensation, and	)	
Liability Act of 1980 (42 U.S.C. 9604, 9607,	)	
and 9622) and Section 260.530, RSMo.	)	
	)	

ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT

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1. JURISDICTION AND GENERAL PROVISIONS

1.1. This Administrative Settlement Agreement and Order on Consent ("Settlement Agreement") is entered into voluntarily by the United States Environmental Protection Agency ("EPA"), the Missouri Department of Natural Resources ("MDNR"), the United States Department of Defense ("Federal Respondent" or "DOD"), and The Boeing Company ("Boeing"), Dallas Airmotive, Inc. ("DAI"), and TDY Industries, Inc. ("TDY").

1.2. This Settlement Agreement provides for the performance of Phase 1 of the Remedial Investigation ("Phase 1 RI") at the Pools Prairie Site (the "Site") and the reimbursement for Future Response Costs incurred by EPA in connection with this Settlement Agreement. The Site is located south of Neosho, Missouri, in rural Newton County, Missouri, as shown on the Site Map attached hereto as Appendix 1. This Settlement Agreement requires the Respondents to conduct and the United States on behalf of the Federal Respondent to finance, in part, the Phase 1 RI, as described in greater detail below. It further provides that EPA shall be reimbursed for Future Response Costs incurred in connection with the Phase 1 RI as provided in this Settlement Agreement.

1.3. This Settlement Agreement is issued pursuant to the authority vested in the President of the United States by Sections 104, 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604, 9607 and 9622, as amended ("CERCLA"), and delegated to the Administrator of the EPA by Executive Order No. 12580, January 23, 1987, 52 Federal Register 2923. This authority was further delegated to the EPA Regional Administrators by EPA Delegation No. 14-14-C. The Regional Administrator, EPA Region 7, redelegated these authorities to the Director, Superfund Division by EPA Delegation No. R7-14-14C, dated January 1, 1995.

1.4. In accordance with Sections 104(b)(2) and 122(j)(1) of CERCLA, 42 U.S.C. §§ 9604(b)(2) and 9622(j)(1), EPA notified the United States Fish and Wildlife Service and the Missouri Department of Natural Resources Natural Resources Damages Coordinator by copies of Special Notice Letters sent to the DOD, Respondents and the Owner Respondent dated November 12, 2008, of negotiations with potentially responsible parties regarding the release of hazardous substances that may have resulted in injury to the natural resources under Federal and/or State trusteeship.

1.5. The MDNR enters into this Settlement Agreement pursuant to Section 260.530, RSMo. By MDNR's entering into this Settlement Agreement the EPA shall be deemed to have notified the State of Missouri of this action, including any required notice under Section 104(b)(2) of CERCLA, 42 U.S.C. § 9604(b)(2).

1.6. On August 25, 2011, EPA obtained the concurrence of the Attorney General to issue this Settlement Agreement to the Federal Respondent.

1.7. The Parties recognize that this Settlement Agreement has been negotiated in good faith and that the actions undertaken by the Respondents, the Federal Respondent and the Owner Respondent in accordance with this Settlement Agreement do not constitute an admission of any liability. The Respondents, the Federal Respondent and the Owner Respondent agree to comply with and be bound by the terms of this Settlement Agreement and further agree that they will not contest the basis or validity of this Settlement Agreement or its terms. However, the Respondents, the Owner Respondent and the Federal Respondent do not admit, and retain the right to controvert in any subsequent proceedings, other than proceedings brought by or on behalf of a Party to implement or enforce this Settlement Agreement, the validity of the Findings of Fact and Conclusions of Law and Determinations set forth in Sections 5 and 6 of this

Settlement Agreement. Nothing in the Settlement Agreement is intended to be an admission of any fact or agreement to any legal position, or a waiver of any right by either Boeing or the United States, including DOD, with respect to whether the costs or expenses incurred or paid in connection with this Settlement Agreement are allowable, allocable, or reasonable for purposes of pricing, cost reimbursement, or any financial aspect related to costs under contracts with the United States, including DOD.

1.8. The Findings of Fact set forth herein are not intended to be a complete recitation of all relevant facts, and no inferences shall be drawn from the absence of any fact from the Findings of Fact.

2. STATEMENT OF PURPOSE

2.1. By entering into this Settlement Agreement, the mutual objective of the Parties in conducting the Phase 1 RI is to develop a better understanding of groundwater flow in the Springfield (shallow) aquifer and Ozark (deep) aquifer in the Investigation Area depicted on Appendix 1, in advance of the full Remedial Investigation, including: (1) the relationship between geological features and groundwater flow and the vertical groundwater gradients and flow between the two aquifers; and (2) the relationship between groundwater flow and Contaminants of Potential Concern (COPC) distribution, including COPC distribution in groundwater, springs and surface water.

3. PARTIES BOUND

3.1. This Settlement Agreement applies to and is binding upon EPA, MDNR, Federal Respondent, each of the Respondents and their successors and assigns and the Owner Respondent and its successors and assigns. Any change in ownership or corporate status of any Respondent, including, but not limited to, any transfer of assets or real or personal property, shall not alter its responsibilities under this Settlement Agreement.

3.2. Respondents are jointly and severally liable for carrying out all activities required by this Settlement Agreement. In the event of the insolvency or other failure of any one or more Respondent to implement the requirements of this Settlement Agreement, the remaining Respondents shall complete all such requirements.

3.3. Compliance or noncompliance by any Respondent with any provision of this Settlement Agreement shall not excuse or justify noncompliance by the Federal Respondent.

3.4. Respondents shall ensure that their contractors, subcontractors, and representatives receive a copy of this Settlement Agreement and comply with this Settlement Agreement. Respondents shall be responsible for any noncompliance with this Settlement Agreement.

4. DEFINITIONS

4.1. Unless otherwise expressly provided herein, terms used in this Settlement Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

4.2. "Building 900" or "900 Building" means the building located at 6000 Howard Bush Drive, Neosho, Missouri, the location of which is shown on the Site Map attached hereto as Appendix 1. The original building may now have been modified or demolished, at least in part, and replaced with new contruction.

4.2.1 "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.

4.2.2 "Camp Crowder Training Site" shall mean the Camp Crowder training site located in Newton County in southwestern Missouri. It consists of the remaining approximately 4,358 acre portion of the original 43,000 acre installation which are still owned by the federal

government. It includes the firing range and magazine areas and the Engine Test Area (ETA) of former Air Force Plant No. 65. Camp Crowder is owned by the United States, under the accountability of the Department of the Army and licensed to the Missouri Army National Guard ("MoARNG"). A portion of the installation is within the city limits of Neosho.

4.2.3 "Components Test Area" or "CTA"" shall mean that portion of former Air Force Plant 65 that was used to test rocket engine components, and jet engines, the location of which is shown on the Site Map attached hereto as Appendix 1.

4.2.4 "Contaminants of Potential Concern" or "COPC" shall mean the following site-related VOCs: trichloroethylene ("TCE"), 1, 2-dichloroethylene ("1, 2-DCE"), 1,1-dichloroethylene; tetrachloroethylene ("PCE") and vinyl chloride.

4.2.5 "Day" shall mean a calendar day unless expressly stated to be a working day. "Working day" or "business day" shall mean a day other than a Saturday, Sunday, or a Missouri State or federal holiday. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or a Missouri State or federal holiday, the period shall run until the close of business of the next working day.

4.2.6 "Document" shall mean any object that records, stores or presents information and includes writings, drawings, graphs, charts, photographs, phonorecords, and other data compilations from which information can be obtained, translated, if necessary, through detection devices into reasonably useable form; and, (a) every copy of each document which is not an exact duplicate of a document which is produced, (b) every copy which has any writing, figure or notation, annotation or the like on it, (c) drafts, (d) attachments to or enclosures with any document, and (e) every document referred to in any other document.

4.2.7 "Effective Date" shall mean the date this Settlement Agreement is effective pursuant to Paragraph 35.2 of this Settlement Agreement.

4.2.8 "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

4.2.9 "Engine Testing Area" or "ETA" shall mean the portion of former Air Force Plant 65 that that was used to test-fire liquid propelled rocket engines, the location of which is shown on the Site Map attached hereto as Appendix 1. The ETA is owned by the Federal Respondent and licensed to the MoARNG.

4.2.10 "Federal Respondent" shall mean the United States Department of Defense.

4.2.11 "Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that EPA incurs on or after the Effective Date of this Settlement Agreement in reviewing or developing plans, reports and other items pursuant to this Settlement Agreement, verifying the Work, or otherwise implementing, overseeing, or enforcing this Settlement Agreement, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, and the costs incurred to secure access as set forth in to Paragraph 11.6.

4.2.12 "Hazardous Substance" shall mean hazardous substance as that term is defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

4.2.13 "Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

4.2.14 "Interest" shall mean interest at the current rate specified for interest on investments of the Hazardous Substance Superfund, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

4.2.15 "Investigation Area" shall mean the area designated on the Site Map attached hereto as Appendix 1.

4.2.16 "Manufacturing Plant" or "Building 65" shall mean the building located at 3551 Doniphan Drive, Neosho, Missouri, USA 64850-9199, which was part of former Air Force Plant 65 and was used to manufacture rocket engines and related components and was later used to manufacture and overhaul jet engines and related components; its location is shown on the Site Map attached hereto as Appendix 1.

4.2.17 "MDNR" shall mean the Missouri Department of Natural Resources and any successor departments or agencies of the State.

4.2.18 "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, including, but not limited to, any amendments thereto.

4.2.19 "Owner Respondent" shall mean Dallas Airmotive, Inc. ("DAI").

4.2.20 "Parties" shall mean the EPA, MDNR, the Owner Respondent, the Respondents and the Federal Respondent.

4.2.21 "Pollutant or Contaminant" shall mean pollutant or contaminant as that term is defined by Section 101(33) of CERCLA, 42 U.S.C. § 9601(33).

4.2.22 Pools Prairie Site Special Account" shall mean the special account, within the EPA Hazardous Substances Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3).

4.2.23 "Respondents" shall mean The Boeing Company ("Boeing"), and TDY Industries, Inc. ("TDY").

4.2.24 "Response Costs" shall mean all costs of "response" as that term is defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25).

4.2.25 "SCORPIOS Report" shall mean an EPA cost summary prepared using EPA's Superfund Cost Recovery Package and Imaging Online System.

4.2.26 "Settlement Agreement" shall mean this Administrative Settlement Agreement and Order on Consent and all appendices attached hereto. In the event of a conflict between this Settlement Agreement and any appendix, the Settlement Agreement shall control.

4.2.27 "Site" shall mean the Pools Prairie Superfund Site, including inter alia, the Manufacturing Plant, Building 900, the ETA, the CTA, and all areas where Waste Materials released from these areas have come to be located. The Site is in Newton County, Missouri and its general location is depicted on the map attached as Appendix 1.

4.2.28 "State" shall mean the State of Missouri.

4.2.29 "Transfer" shall mean to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

4.2.30 "United States" shall mean the United States of America, including all of its departments, agencies and instrumentalities.

4.2.31 "Waste Material" shall mean (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); and (2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33).

4.2.32 "Work" shall mean all activities and obligations Respondents are required to perform and the United States, on behalf of the Federal Respondent, is required to finance, in

part, under this Settlement Agreement, except for retention of records pursuant to Section 14 of this Settlement Agreement.

5. FINDINGS OF FACT

5.1. The Pools Prairie Site is located in Newton County, Missouri, just south of the City of Neosho. Investigations conducted over the past ten years have identified groundwater contamination over a wide area at the Site. Trichloroethylene ("TCE"); 1, 2-dichloroethylene ("1, 2-DCE"); 1,1-dichloroethylene; tetrachloroethylene ("PCE"); vinyl chloride and other Volatile Organic Chemicals ("VOCs") have been found in groundwater. Trichloroethylene, 1, 2-dichloroethylene; 1, 1-dichloroethylene; tetrachloroethylene and vinyl chloride are each listed as a hazardous substance pursuant to 40 C.F.R. § 302.4.

5.2. The Site is in an area of karst topography, characterized by sinkholes, losing streams, caves, and springs, due to subsurface weathering of carbonate rock. The Site is located in the Ozark Plateaus aquifer system, which extends over most of southern Missouri. The Ozark Plateaus system consists of three aquifers that are separated by two confining units. The two uppermost aquifers -- the Springfield Plateau aquifer and the Ozark aquifer -- are currently utilized for public and domestic wells, and are, therefore, the focus of this investigation.

5.3. In the 1940s, the United States government acquired approximately 43,000 acres of agricultural and residential land in Newton County, Missouri for construction and operation of Camp Crowder. Beginning in 1942 the Army used Camp Crowder to train Signal Corps Soldiers. In 1943 the Army opened a prisoner-of-war internment center on Camp Crowder. The Army deactivated Camp Crowder in 1946 but it was reactivated in 1951 during the Korean Conflict as an Army Reception Center. From 1953 to 1958 it was used as a Branch Disciplinary Barracks. In the 1940's, a building was constructed near what is now the intersection of Highway 71 and Quince Road, which was used for the Camp Crowder laundry. This building

was originally referred to as the 1900 Building, but it has also been referred to as Building 900 or the 900 Building. The original building may now have been modified or demolished, at least in part, and replaced with new contruction. The 900 Building and surrounding area is referred to as the Quince Road Area ("QRA").

5.4. In approximately 1957, the Army transferred a portion of Camp Crowder to the Air Force for construction of a rocket engine manufacturing plant. This installation was known as Air Force Plant No. 65 ("Plant 65"). Construction of Plant 65 began in approximately 1956 and manufacturing operations began in approximately 1956 or 1957. This installation included, *inter alia*, the Manufacturing Plant, which was the main rocket engine manufacturing plant; the Test Site, which included the ETA and CTA, was used to performance test rocket engines and related components; and Building 900, which had been the base laundry and was converted for use as a warehouse, and was later used for jet engine overhaul and manufacturing purposes. The Manufacturing Plant is located at 3551 Doniphan Drive, Neosho, Missouri, USA 64850-9199, and is included in portions of Sections 2, 3, 10, and 11, Range 32 W, Township 24 N. The Test Site is located approximately one mile southeast of the Manufacturing Plant and, at least during the time period the Test Site was in active use, was connected to the Manufacturing Plant by rail lines. The 900 Building is located near the intersection of 71 Highway and Quince Road. From its initial construction until approximately 1980, Air Force Plant 65 was a government owned, contractor operated facility. The location of each of these features is shown on the Site Map attached to this Settlement Agreement as Appendix 1.

5.5. The four areas identified to date as contributing to the groundwater contamination at the Site are (1) the Manufacturing Plant Area ("MPA"), (2) the Quince Road Area ("QRA"), (3) the

Components Test Area ("CTA"), and (4) the ETA. The location of each of these areas is shown on the Site Map attached to this Settlement Agreement as Appendix 1.

5.6. From approximately 1956 or 1957 until 1968, the Manufacturing Plant was used to manufacture rocket engines and related components. Beginning in approximately 1968 the Manufacturing Plant's use changed to manufacturing and testing jet airplane engines and testing and refurbishing used jet airplane engines. It was sold by the United States in 1980 and is still in active operation, being used for performance testing and refurbishing of jet and helicopter engines.

5.7. The Test Site, which includes the ETA and the CTA, is located approximately one mile southeast of the Manufacturing Plant. It was initially used to test rocket engines and related components and later jet engines.

5.8. The QRA, which includes the 900 Building, is located near the intersection of 71 Highway and Quince Road. The 900 Building was originally used as the laundry for Camp Crowder. It was later used as a warehouse and for jet engine overhaul and testing.

5.9. From approximately 1956 or 1957 until 1980, the DOD owned the Manufacturing Plant, the 900 Building, and the Test Site, although in 1975, the Air Force transferred custody and control of the ETA back to the Department of the Army and in 1976, the United States sold the CTA to the Water and Wastewater Technical School, Inc.

5.10. Boeing is the successor to Rocketdyne, one of the contract operators of Plant 65.

5.11. TDY is the successor to Continental Aviation and Teledyne, another contract operator and a former owner and operator of the Manufacturing Plant and 900 Building.

5.12. Sabreliner is a former owner and operator of the Manufacturing Plant and the 900 Building.

5.13. DAI is the current owner and operator of the Manufacturing Plant.

5.14. Since 1975, the MoARNG has been the non-exclusive license holder of Camp Crowder, which includes the ETA. Also, at various times the MoARNG conducted training exercises on the property identified in this Settlement Agreement as the Components Test Area. In approximately 1981 the MoARNG demolished the dikes surrounding the hazardous waste pit and ponds at the CTA and ETA.

5.15. The Water and Wastewater Technical School, Inc. (WWTS) has been the owner of certain real property since 1976. This property includes the former CTA.

5.16. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Site on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 17, 1999, 64 Fed. Reg. 50459.

6. CONCLUSIONS OF LAW AND DETERMINATIONS

6.1. Based on the Findings of Fact set forth above, EPA has determined that:

6.1.1 The Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

6.1.2 The contaminants found at the Site, as identified in the Findings of Fact above, include "hazardous substance(s)" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14) and Section 260.500(5), RSMo.

6.1.3 The Respondents, the Owner Respondent, and the Federal Respondent are each a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21) and Section 260.500(7) and (8), RSMo.

6.1.4 The Respondents and the Owner Respondent each may be liable under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a) and Section 260.530, RSMo.

6.1.5 The Federal Respondent may be liable under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

6.1.6 The conditions described in the Findings of Fact above constitute an actual or threatened "release" of a hazardous substance from the facility as defined by Sections 101(22) of CERCLA, 42 U.S.C. § 9601(22) and Section 260.500(9), RSMo.

6.1.7 The actions required by this Settlement Agreement are necessary to protect the public health, welfare, or the environment, and are consistent with CERCLA and the NCP, 42 U.S.C. §§ 9604(a)(1), 9622(a).

7. SETTLEMENT AGREEMENT AND ORDER

7.1. Based upon the foregoing Findings of Fact and Conclusions of Law and Determinations it is hereby Ordered and Agreed that Respondents shall comply with the following provisions, including but not limited to all attachments to this Settlement Agreement, and all documents incorporated by reference into this Settlement Agreement, and shall perform the following actions.

8. DESIGNATION OF CONTRACTORS AND PROJECT COORDINATORS

8.1. Selection of Contractors, Personnel. All Work performed under this Settlement Agreement shall be under the direction and supervision of qualified personnel. Within 120 days of the Effective Date of this Settlement Agreement, and before the Work outlined below begins, Respondents shall notify EPA and MDNR in writing of the names and qualifications of the contractor(s) to be used in carrying out such Work. With respect to any proposed contractor(s), Respondents shall demonstrate that the proposed contractor has a quality system which complies with ANSI/ASQC E4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs," (American National Standard, January 5, 1995, or most recent version), by submitting a copy of the proposed

contractor's Quality Management Plan ("QMP"). The QMP should be prepared in accordance with "EPA Requirements for Quality Management Plans (QA/R-2)," (EPA/240/B-01/002, March 2001; Reissued May 2006, or subsequently issued guidance) or equivalent documentation as determined by EPA. Respondents' contractor(s) may satisfy this requirement by submitting documentation showing that EPA has previously approved its current QMP and that the QMP is current and applicable to the work to be performed. The qualifications of the contractor(s) undertaking the Work for Respondents shall be subject to EPA's review, for verification that such contractor(s) meet minimum technical background and experience requirements. This Settlement Agreement is contingent on Respondents' demonstration to EPA's satisfaction that Respondents are qualified to perform properly and promptly the actions set forth in this Settlement Agreement. If EPA disapproves in writing of any contractor's technical qualifications, Respondents shall notify EPA and MDNR of the identity and qualifications of the replacements within 30 days of the written notice. If EPA subsequently disapproves of the replacement, EPA reserves the right to terminate this Settlement Agreement and to conduct a complete RI/FS, and to seek reimbursement for costs and penalties from Respondents. During the course of the Work under this Settlement Agreement, Respondents shall notify EPA in writing of any changes or additions in the contractor(s) used to carry out such Work, providing their names and qualifications. EPA shall have the same right to disapprove changes and additions to contractors as it has hereunder regarding the initial notification.

8.2. Respondents' Project Coordinator. Respondents have designated Adam Boettner as their Project Coordinator, who shall be responsible for administration of all actions by Respondents required by this Settlement Agreement. All verbal notices and written communications required

to be made to Respondents under this Settlement Agreement shall be directed to Respondents' Project Coordinator as follows:

Adam Boettner
Environmental Health & Safety
The Boeing Company
5800 Woolsey Canyon Road MS T457
Canoga Park, California 91304-1148
telephone number 818-466-8724
email address Adam.r.boettner2@boeing.com

To the greatest extent practicable, the Project Coordinator shall be present on Site or readily available during Site Work. EPA retains the right to disapprove of any Project Coordinator designated by Respondents. If EPA disapproves of a designated Project Coordinator, Respondents shall retain a different Project Coordinator and shall notify EPA of that person's name, address, telephone number and qualifications within 15 days following EPA's disapproval. Respondents shall have the right to change their Project Coordinator, subject to EPA's right to disapprove. Respondents shall notify EPA 15 days before such a change is made. The initial notification may be made orally, but shall be promptly followed by a written notification. Receipt by Respondents' Project Coordinator of any notice or communication from EPA relating to this Settlement Agreement shall constitute receipt by Respondents.

8.3. Federal Respondent's Contact. Federal Respondent has designated Anna Hudson as its Contact for purposes of access to property owned or controlled by Federal Respondent pursuant to Paragraph 11.4 and submittal of reports pursuant to Paragraph 19.10 of this Settlement Agreement. All verbal notices and written communications required to be made to Federal Respondent with respect to Paragraphs 11.4 and 19.10 of this Settlement Agreement shall be directed to Federal Respondent's contact as follows:

Anna Hudson
ARNG-ILE-C

111 South George Mason Drive
Arlington, Virginia 22204
Telephone: (703) 601-7785
email: anna.hudson1@us.army.mil

The Federal Respondent shall have the right to change its designated Contact by notifying the other Parties in writing of a change in its designated Contact. Copies of all written communications directed to the Federal Respondent shall also be sent to:

District Counsel
USACE NWK
U.S. Army Corps of Engineers
Kansas City District
Office of Counsel
601 East 12th Street
Kansas City, Missouri 64106

and

Chief, Environmental Law
Office of Chief Counsel
National Guard Bureau
1411 Jefferson Davis Highway
Arlington, Virginia 22202-3231.

8.4. Owner Respondent's Contact. Owner Respondent has designated Ted Coyle as its Contact for purposes of access to property owned or controlled by Owner Respondent pursuant to Paragraph 11.3 and access to information pursuant to Paragraph 19.10 of this Settlement Agreement. All verbal notices and written communications required to be made to Owner Respondent with respect to Paragraphs 11.3 and 19.10 of under this Settlement Agreement shall be directed to Owner Respondent's contact as follows:

Ted Coyle, Director
Health, Safety & Environment
Dallas Airmotive, Inc.
900 Nolen Drive, Suite 100
Grapevine, Texas 76051
telephone: 214-353-2322

mobile: 214-649-0590
facsimile: 214-956-2681
email: tcoyle@dallasairmotive.com.

Copies of all written communications directed to the Owner Respondent shall also be sent to:

Robert C. Kirsch
WilmerHale
60 State Street
Boston, Massachusetts 02109
Telephone: (617) 526-6779
facsimile: (617) 526-5000
Email: Rob.Kirsch@wilmerhale.com.

8.5. EPA Remedial Project Manager. EPA has designated Tonya Howell of the EPA Region 7 Superfund Division as its Remedial Project Manager ("RPM"). Respondents shall direct all submissions required by this Settlement Agreement to the RPM as follows:

Tonya Howell
Superfund Division
U.S. Environmental Protection Agency, Region 7
901 North 5th Street
Kansas City, Kansas 66101
Telephone: (913) 551-7589
facsimile: (913) 551-7063
e-mail: howell.tonya@epa.gov

EPA shall have the right to change its designated RPM. EPA will notify all other Parties of a change of its designated Remedial Project Manager. Except as otherwise provided in this Settlement Agreement, Respondents shall direct all submissions required to be submitted to EPA by this Settlement Agreement to the EPA Remedial Project Manager at the above address.

8.6. EPA's RPM shall have the authority lawfully vested in a Remedial Project Manager ("RPM") and On-Scene Coordinator ("OSC") by the NCP. In addition, EPA's RPM shall have the authority consistent with the NCP, to halt any Work required by this Settlement Agreement, and to take any necessary response action when s/he determines that conditions at the Site may present an immediate endangerment to public health or welfare or the environment. The absence

of the EPA RPM from the area under study pursuant to this Settlement Agreement shall not be cause for the stoppage or delay of Work.

8.7. EPA shall arrange for a qualified person to assist in its oversight and review of the conduct of the Phase 1 RI, as required by Section 104(a) of CERCLA, 42 U.S.C. Section 9604(a). Such person shall have the authority to observe Work and make inquiries in the absence of EPA, but not to modify the Phase 1 RI Work Plan.

8.8. MDNR Project Manager. The MDNR has designated Evan Kifer as its Project Manager for work conducted pursuant to this Settlement Agreement. Respondents shall direct all submissions required by this Settlement Agreement to the MDNR Project Manager as follows:

Evan Kifer
Hazardous Waste Program
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, Missouri 65102
Email: evan.kifer@dnr.mo.gov

MDNR shall have the right to change its designated Project Manager. MDNR will notify Respondents of a change of its designated Project Manager. Except as otherwise provided in this Settlement Agreement, Respondents shall direct all submissions required to be submitted to MDNR by this Settlement Agreement to the MDNR Project Manager at this address. Respondents shall also direct all submissions required by this Settlement Agreement to:

Frances Klahr
Hazardous Waste Program
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, Missouri 65102-0176
Email: frances.klahr@dnr.mo.gov

9. WORK TO BE PERFORMED

9.1. Respondents shall conduct the Work in accordance with the provisions of this Settlement Agreement, CERCLA, the NCP and EPA guidance, including, but not limited to the "Interim

Final Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA" (OSWER Directive # 9355.3-01, October 1988 or subsequently issued guidance), "Guidance for Data Useability in Risk Assessment" (OSWER Directive #9285.7-05, October 1990 or subsequently issued guidance), and guidance referenced therein. Upon request by EPA, Respondents shall submit in electronic form all portions of any plan, report or other deliverable Respondents are required to submit pursuant to provisions of this Settlement Agreement.

9.2. Site Health and Safety Plan. Within 120 calendar days after EPA's concurrence with the selection of Respondents' Contractor(s) pursuant to Paragraph 8.1, Respondents shall submit for EPA review and comment a Site Health and Safety Plan that ensures the protection of on-site workers and the public during performance of on-site Work under this Settlement Agreement. This plan shall be prepared in accordance with EPA's Standard Operating Safety Guide (PUB 9285.1-03, PB 92-963414, June 1992 or subsequently issued guidance). In addition, the plan shall comply with all currently applicable Occupational Safety and Health Administration ("OSHA") regulations found at 29 C.F.R. Part 1910. If EPA determines that it is appropriate, the plan shall also include contingency planning. Respondents shall incorporate all changes to the plan recommended by EPA and shall implement the plan during the pendency of the Work.

9.3. Quality Assurance and Sampling

9.3.1 Within 120 calendar days after EPA's concurrence with the selection of Respondents' Contractor pursuant to Paragraph 8.1, and before any sampling related to Work under this Settlement Agreement commences, Respondents shall submit to EPA and the MDNR for review and comment a Quality Assurance Project Plan (QAPP) which describes all sampling and analysis procedures to be followed to document the type and quality of data needed to satisfy the requirements of this Settlement Agreement and provides a blueprint for collecting and

assessing those data which are to be collected to meet the requirements of this Settlement Agreement. The QAPP shall comply with the requirements of, and follow the same general outline presented in, the document entitled "EPA Requirements for Quality Assurance Project Plans, EPA QA/R-5, March 2001 (Reissued May 2006)."

9.3.2 All sampling and analyses performed pursuant to this Settlement Agreement shall conform to the EPA approved QAPP regarding sampling, quality assurance/quality control (QA/QC), data validation, and chain of custody procedures. Respondents shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with the appropriate EPA guidance. Respondents shall only use laboratories that have a documented Quality System that complies with ANSE/ASQC E-4 1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), and "EPA Requirements for Quality Management Plans (QA/R-2) (EPA/240/B-01/002, March 2001)," or equivalent documentation agreed to by EPA. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program (NELAP) as meeting the Quality System requirements.

9.3.3 If relevant to the proceeding, the Parties agree that validated sampling data generated in accordance with the QAPP(s) shall be admissible as evidence, without objection as to the validity of the data, in any proceeding initiated by EPA to enforce this Settlement Agreement. The Parties reserve the objections they may have as to the admissibility of such data on other grounds and in other proceedings.

9.3.4 Upon request by EPA, Respondents shall have such laboratory analyze samples submitted by EPA for quality-assurance monitoring.

9.3.5 Upon request by EPA, Respondents shall allow EPA or its authorized representatives and the MDNR to take split and/or duplicate samples of any samples collected by Respondents while performing work under this Settlement Agreement. Respondents shall notify EPA and the MDNR not less than ten (10) days in advance of any sample collection activity. EPA and the MDNR shall have the right to take any additional samples that they deem necessary.

9.4. Phase 1 RI Work Plan: Respondents shall submit a Phase 1 RI Work Plan (Phase 1 RI WP) for review and approval by EPA, after consultation with MDNR, within one-hundred twenty (120) calendar days after EPA's concurrence on the selection of Respondent's Contractor pursuant to Paragraph 8.1. Respondents will provide a copy (ies) of the Phase 1 RI WP to Federal Respondent at the same time it is submitted to EPA. The Phase 1 RI WP shall include a detailed description of the tasks and deliverables Respondents shall complete during the Phase 1 RI. These tasks shall include at least the following:

9.4.1 Preparing a Site Background Summary, to include:

9.4.1.1 Publicly available information on local and regional hydrologic and geologic information, including but not limited to information about sinkholes, faults, caves, springs, bedrock structures, soil profiles and groundwater divides. Potential sources of information include previous site assessment reports, state or local agency reports, petroleum exploration reports and data, mining reports or logs, and university thesis and research papers.

9.4.1.2 An inventory based on publicly available information, including past Pools Prairie Site investigations and information available from MDNR's Division of Geology and Land Survey, of existing wells within the Investigation Area. The inventory shall cover private wells, including wells used for drinking water, industrial wells, public water supply

wells, monitoring wells, etc., including unregistered, abandoned and currently unused wells within the investigation area depicted on the Site Map attached to this Settlement Agreement as Appendix 1. The inventory shall include for each well a compilation of publicly available data, including the well owner, property owner, well location, driller, geologic information, producing aquifer(s) or formations, yield, specific capacity, construction information (well age, depth, casing depth, borehole diameter, pump depth, etc.) and any previous sampling results.

9.4.2 Monitoring and sampling activities, including:

9.4.2.1 Taking field measurements at the wells specified in the Phase 1 RI Work Plan with confirmed well construction and appropriate locations sufficient to draw potentiometric maps. The potentiometric maps will be used to define groundwater flow in both the Springfield Plateau and Ozark aquifers. Measurements shall include the elevation of the top of the well casing, the depth to water from the ground surface, and water temperature and specific conductance. Measurements shall be made within a time window designed to minimize seasonal effects on groundwater levels.

9.4.2.2 Logging the geophysical properties of at least five existing wells across the Investigation Area to determine site stratigraphy and structure. The specific wells to be logged shall be selected based upon the results of the background information search and the well inventory.

9.4.2.3 Identifying where groundwater discharges to surface waters through springs and streambeds within the Investigation Area to evaluate for COPC discharge. Evaluation of each identified discharge area shall include measuring flow rate, temperature and conductivity and collecting and analyzing samples for COPCs over a range of flow conditions.

9.4.2.4 Evaluating groundwater within the Investigation Area, including (1) groundwater flow, (2) the presence and concentration of COPCs in groundwater, and (3) changes in COPC concentrations. This evaluation shall include groundwater sampling and water level monitoring of approximately 50 wells (private, industrial, public-supply, monitoring, etc.) as needed to develop a potentiometric map that will be used to evaluate groundwater and contaminant flow within the Investigation Area. Selection and number of wells shall be based on well construction (e.g. well depth, casing depth) and spacing across the Investigation Area. Spacing across the Investigation Area will consider known contaminant source areas, groundwater discharge points, the results of previous sampling events, and locations with the potential for contamination that have not previously been sampled. A representative number of wells that are actively utilized for drinking water purposes that have not previously been sampled or that were previously sampled but had concentrations less than MCLs shall also be included in the approximately 50 wells to be sampled. Each well sampling event shall be performed within a time frame designed to minimize seasonal effects on groundwater levels.

9.4.3 The following tasks will be completed based upon an evaluation of the data and information obtained from tasks described in 9.4.1 and 9.4.2.

9.4.3.1 Borehole and/or well testing using geophysical methods, packers, pump tests, water level measurements, and/or water-quality sampling to define stratigraphy, structure and groundwater vertical gradients and groundwater flow within and between aquifers.

9.4.3.2 Siting, installation, and/or logging of monitoring wells, as well as sampling and testing of any monitoring wells to be used to further evaluate site geohydrologic conditions. The information from this evaluation shall be used in conjunction with information from existing wells to evaluate and monitor COPC concentrations and trends in groundwater.

9.4.4 Developing a conceptual geohydrologic model for the Investigation Area.

9.4.5 A schedule for activities to be performed under the Phase 1 RI. The activities specified above will be phased, as appropriate, and the schedule may reflect that certain activities will be conducted upon completion of other activities.

9.5. Phase 1 RI: Upon approval of the Phase 1 RI WP by EPA, Respondents shall conduct the Phase 1 RI in accordance with the approved work plan.

9.6. Phase 1RI Report: Within one-hundred twenty (120) days of completing field activities and receiving the validated laboratory results from the last round of data collection activities specified in the Phase 1 RI WP, including data, if any, obtained by the EPA, Respondents shall submit a Phase 1 RI Report describing in detail the information and data obtained during the Phase 1 RI. The Phase 1 RI Report shall include at least the following information:

9.6.1 A statement of the purpose of the report.

9.6.2 A summary description of site background, including site history, site description, and previous investigations, including removal actions.

9.6.3 A summary of findings (including well construction information, potentiometric maps for each aquifer, spring and stream data, etc.).

9.6.4 Presentation of the conceptual geohydrologic site model.

9.6.5 Identification of data sources reviewed and a description of how the documents and other data sources were researched.

9.6.6 Summary of background geologic and hydrologic information.

9.6.7 Compilation of well construction data (age, depth, casing, yield, drawdown, water use, altitude, measuring point, GPS location, owner, driller, etc.) and all previous sampling results for wells inventoried, including any previously unidentified open, unused or abandoned

wells and any active domestic or industrial wells within the Investigation Area. This compilation shall include the most probable aquifer(s) (shallow, deep, mixed shallow and deep, unknown) contributing water to each well based on construction data and existing geohydrologic information and geologic logs.

9.6.8 Compilation and evaluation of field measurements and sampling results collected from wells during the Phase 1 RI. Evaluation of the data shall include all wells, but shall focus on (1) wells that contain COPC and are potentially open to both the shallow and deep aquifers and (2) wells in the shallow aquifer that could indicate the presence of additional source areas.

9.6.9 Site-wide geologic cross-sections, structure contour maps, isopach maps and other relevant maps incorporating previous and new data, including data obtained from geophysical logging of wells.

9.6.10 Interpretation of area geohydrology using site-wide geologic cross-sections, structure contour maps, isopach maps, and other relevant maps and sections that incorporate previously existing data and data collected during the Phase 1 RI. Relations between COPC distribution and geology (stratigraphy and structure), groundwater flow and known source areas shall be discussed.

9.6.11 Interpretation and evaluation of groundwater flow in both aquifers using well construction data (see Paragraph 9.4.1.2) and field measurements (see Paragraph 9.4.2.1), as well as previously existing reliable data, to construct potentiometric maps of both the shallow and deep aquifers. Evaluation shall include (1) defining vertical gradients within and between the shallow and deep aquifers and other aquifer properties; (2) establishing the direction and potential magnitude of flow across the confining unit; (3) identifying wells (especially those

containing COPCs) open to both the shallow and deep aquifers; and (4) determining the potential for vertical transport of COPCs across the confining unit through such wells.

9.6.12 Interpretation and evaluation of COPC contamination trends in sampled wells using well construction data, field measurements, and previously collected reliable data, and the potential cause and relevance of such trends.

9.6.13 Analysis of applicable stream and spring data, including presentation of information and data in graphs and maps, that were used to identify points of groundwater discharge from springs and stream beds, groundwater flow, and contamination patterns, if any, over a range of flow conditions.

9.6.14 Analysis of applicable maps and data of groundwater flow and COPC concentrations to determine if any additional suspected source areas lay within the Investigation Area.

9.6.15 Evaluation of the potential sources that were investigated, including additional investigation needed to either rule out or include the location as a source that has contributed to the site-wide contamination.

9.6.16 Identification of areas of groundwater and COPC discharge to surface water.

9.6.17 Any geophysical data that may have been collected, including depth profiles, showing data collected versus depth (e.g. caliper, heat-flow, specific conductance, temperature, and gamma).

9.6.18 Well installation reports (including tables, logs, graphs, laboratory reports, and data packages) for any monitoring wells that were installed during the Phase 1 RI.

9.6.19 Interpretation and discussion of the groundwater monitoring results conducted within the Investigation Area, including tables and maps (e.g. COPC distribution maps).

9.6.20 Conclusions and recommendations for additional work to be conducted during the remaining phase(s) of the RI/FS.

9.6.21 Detailed site logbooks.

9.6.22 Photo documentation of investigation activities.

9.6.23 Detailed records of analytical results.

10. REPORTING

10.1. Monthly Progress Reports: Respondents shall submit Monthly Progress Reports to EPA and the MDNR on or before the 10th day of the month following the end of the reporting period, starting after the first full month following EPA approval of the Phase 1 WP and continuing until the Respondents have submitted the Phase 1 RI Report. The Monthly Progress Reports shall include, at a minimum:

10.1.1 A description of the actions completed during the reporting period;

10.1.2 A description of actions scheduled for completion during the reporting period that were not completed along with a statement indicating why such actions were not completed and an anticipated completion date;

10.1.3 A summary of all sampling and test results and all other data generated by Respondents or their Contractors, or on the Respondents' behalf received during the reporting period;

10.1.4 Any proposed revisions to the project schedule; and

10.1.5 A description of the actions that are scheduled for completion during the next reporting period.

11. SITE ACCESS

11.1. Owner Respondent shall provide to Respondents, EPA, and MDNR, and their representatives, including contractors, access at all reasonable times to portions of the MPA that

it owns or controls, for the purpose of conducting any activity related to this Settlement Agreement. Owner Respondent shall not interfere with EPA's exercise of its access authorities pursuant to 42 U.S.C. § 9604(e) and 40 C.F.R. § 300.400(d), and shall not interfere with or otherwise limit any activity conducted at the Property pursuant to this Order by Respondents, EPA, or MDNR, including their officers, employees, agents, contractors, or other representatives. Any such interference shall be deemed a violation of this Settlement Agreement.

11.2. In the event of any conveyance by Owner Respondent, or Owner Respondent's agents, successors and assigns, of an interest in the MPA, Owner Respondent or Owner Respondent's agents, successors and assigns shall convey the interest in a manner which insures continued access to the MPA by Respondents, EPA and MDNR for the purpose of carrying out the activities pursuant to this Settlement Agreement. Any such conveyance shall restrict the use of the MPA so that the use will not interfere with activities undertaken or to be undertaken pursuant to this Settlement Agreement. Owner Respondent, or Owner Respondent's agents, successors and assigns shall notify EPA, the State and Respondents in writing at least thirty (30) days prior to the conveyance of any interest in the MPA, and shall, prior to the transfer, notify the other parties involved in the conveyance of the provisions of this Settlement Agreement.

11.3. If any property where access is needed to implement this Settlement Agreement is owned or controlled by any of the Respondents, such Respondent(s) shall, commencing on the Effective Date, provide to other Respondents, EPA, MDNR, and their representatives, including contractors, access at all reasonable times to such property, for the purpose of conducting any activity related to this Settlement Agreement.

11.4. If any property where access is needed to implement this Settlement Agreement, is owned or controlled by the Federal Respondent, the Federal Respondent shall, commencing on

the Effective Date, provide to the other Parties, and their representatives, including contractors, access at all reasonable times to such other property, for the purpose of conducting the Work or any activity related to this Settlement Agreement, subject to the following provisions:

11.4.1 Respondents shall, to the extent practicable, give the Federal Respondent at least thirty (30) days notice prior to any and all sampling and/or gauging of the four existing bedrock wells on Camp Crowder, as provided in Paragraph 8.3 of this Settlement Agreement;

11.4.2 Respondents shall give Federal Respondents sufficient notice and opportunity to evaluate and discuss any request for sampling of additional wells or the addition of new wells on Camp Crowder to ensure that such wells will not interfere with existing or future missions of the military.

11.4.3 Respondents will provide Federal Respondent copies of all preliminary and final (i.e., quality assured) data from all samples collected from wells on Camp Crowder and all analyses and reports that result from this sampling;

11.4.4 Respondents shall give the Federal Respondent the opportunity to collect splits or duplicates of all samples collected from wells on Camp Crowder; and

11.4.5 Federal Respondent personnel will be allowed to observe all well sampling on Camp Crowder.

11.5. Where any action under this Settlement Agreement is to be performed in areas owned by or in possession of someone other than the Respondents, the Owner Respondent or the Federal Respondent, Respondents shall use their best efforts to obtain all necessary access agreements no later than thirty (30) days before the date specified in the Phase 1 WP for Work to begin on that property, or as otherwise specified in writing by the RPM. Respondents shall promptly notify

EPA and MDNR if after using their best efforts they are unable to obtain such agreements. For purposes of this Paragraph, "best efforts" includes the following:

11.5.1 Agreeing, upon request, to provide splits or duplicates of all samples collected on the property; and

11.5.2 Agreeing, upon request, to provide results of all analyses of samples collected on the property.

11.6. Any such access agreements shall be incorporated by reference into this Settlement Agreement. Respondents shall immediately notify EPA and the MDNR if, after using their best efforts, they are unable to obtain such agreements. Respondents shall describe in writing their efforts to obtain access. EPA may then assist Respondents in gaining access, to the extent necessary to effectuate the response actions described herein, using such means as EPA deems appropriate. Respondents shall reimburse EPA for all costs and attorneys fees incurred by the United States in obtaining such access, in accordance with the procedures in Section 20 (Reimbursement of Costs).

11.7. Notwithstanding any provision of this Settlement Agreement, EPA and MDNR retain all of their access authorities and rights, including enforcement authorities related thereto, under CERCLA, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. (RCRA), and any other applicable statutes or regulations.

12. ACCESS TO INFORMATION

12.1. Respondents shall provide to the EPA and MDNR, upon request, copies of all documents and information for which a privilege is not asserted pursuant to Paragraph 12.2, which are within their possession or control or which are within the possession or control of their contractors or agents relating to the implementation of this Settlement Agreement, including, but not limited to, sampling, analysis, chain of custody records,

manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work.

12.2. Respondents may assert business confidentiality or privilege claims covering part or all of the documents or information submitted to the other Parties under this Settlement Agreement as set forth in Section 15 (Confidential Business Information and Privileged Documents). Analytical and other data specified in Section 104(e) (7) (F) of CERCLA shall not be claimed as confidential by the Respondents.

13. EPA APPROVAL OF PLANS AND OTHER SUBMISSIONS

13.1. After review, including a reasonable opportunity for review and comment by the MDNR, of any plan, report or other item that Respondents are required to submit to EPA for approval pursuant to this Settlement Agreement, EPA shall: (a) approve, in whole or in part, the submission; (b) approve the submission upon specified conditions; (c) modify the submission to cure the deficiencies; (d) disapprove, in whole or in part, the submission, directing that Respondents modify the submission; or (e) any combination of the above. However, EPA shall not modify a submission without first providing Respondents at least one notice of deficiency and an opportunity to cure within 30 days, except where to do so would cause serious disruption to the Work or where previous submission(s) have been disapproved due to material defects.

13.2. In the event of approval, approval upon conditions, or modification by EPA, pursuant to Subparagraph 13.1(a), (b), (c) or (e), Respondents shall proceed to take any action required by the plan, report or other deliverable, as approved or modified by EPA subject only to their right to invoke the Dispute Resolution procedures set forth in Section 21 (Dispute Resolution) with respect to the modifications or conditions made by EPA. Following EPA approval or modification of a submission or portion thereof, Respondents shall not thereafter alter or amend such submission or portion thereof unless directed by EPA. In the event that EPA modifies the

submission to cure the deficiencies pursuant to Subparagraph 13.1(c) and the submission had a material defect, EPA retains the right to seek stipulated penalties, as provided in Section 23 (Stipulated and Statutory Penalties).

13.3. Resubmission.

13.3.1 Upon receipt of a notice of disapproval, Respondents shall, within 30 days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the plan, report, or other deliverable for approval. Any stipulated penalties applicable to the submission, as provided in Section 23, shall accrue during the 30-day period or otherwise specified period but shall not be payable unless the resubmission is disapproved or modified due to a material defect as provided in Paragraphs 13.4 and 13.5.

13.3.2 Notwithstanding the receipt of a notice of disapproval, Respondents shall proceed to take any action required by any non-deficient portion of the submission, unless otherwise directed by EPA. Implementation of any non-deficient portion of a submission shall not relieve Respondents of any liability for stipulated penalties under Section 23 (Stipulated and Statutory Penalties).

13.3.3 Respondents shall not proceed further with any subsequent activities or tasks until receiving EPA approval, approval on condition or modification of the Phase 1 RI Work Plan. While awaiting EPA approval, approval on condition or modification of this deliverable, Respondents shall proceed with all other tasks and activities which may be conducted independently of this deliverable, in accordance with the schedule set forth under this Settlement Agreement.

13.4. For all remaining deliverables not listed above in Subparagraph 13.3.2, Respondents shall proceed with all subsequent tasks, activities and deliverables without awaiting EPA approval on

the submitted deliverable. EPA reserves the right to stop Respondents from proceeding further, either temporarily or permanently, on any task, activity or deliverable at any point during the Phase 1 RI.

13.5. If EPA disapproves a resubmitted plan, report or other deliverable, or portion thereof, EPA may again direct Respondents to correct the deficiencies. EPA shall also retain the right to modify or develop the plan, report or other deliverable. Respondents shall implement any such plan, report, or deliverable as corrected, modified or developed by EPA, subject only to Respondents' right to invoke the procedures set forth in Section 21 (Dispute Resolution).

13.6. If upon resubmission, a plan, report, or other deliverable is disapproved or modified by EPA due to a material defect, Respondents shall be deemed to have failed to submit such plan, report, or other deliverable timely and adequately unless Respondents invoke the dispute resolution procedures in accordance with Section 21 (Dispute Resolution) and EPA's action is revoked or substantially modified pursuant to a Dispute Resolution decision issued by EPA or superseded by an agreement reached pursuant to that Section. The provisions of Section 21 (Dispute Resolution) and Section 23 (Stipulated and Statutory Penalties) shall govern the implementation of the Work and accrual and payment of any stipulated penalties during Dispute Resolution. If EPA's disapproval or modification is not otherwise revoked, substantially modified or superseded as a result of a decision or agreement reached pursuant to the Dispute Resolution process set forth in Section 21, stipulated penalties shall accrue for such violation from the date on which the initial submission was originally required, as provided in Section 23.

13.7. In the event that EPA takes over some of the tasks, but not the preparation of the Phase 1 RI, Respondents shall incorporate and integrate information supplied by EPA into the final reports.

13.8. All plans, reports, and other deliverables submitted to EPA under this Settlement Agreement shall, upon approval or modification by EPA, be incorporated into and enforceable under this Settlement Agreement. In the event EPA approves or modifies a portion of a plan, report, or other deliverable submitted to EPA under this Settlement Agreement, the approved or modified portion shall be incorporated into and enforceable under this Settlement Agreement.

13.9. Neither failure of EPA to expressly approve or disapprove of Respondents' submissions within a specified time period, nor the absence of comments, shall be construed as approval by EPA. Whether or not EPA gives express approval for Respondents' deliverables, Respondents are responsible for preparing deliverables which are acceptable to EPA in accordance with this Settlement Agreement.

14. RECORD RETENTION

14.1. Respondents shall preserve all documents relating to Work performed under this Settlement Agreement for ten years following completion of the remedial action required by this Settlement Agreement. Only one copy of identical documents needs to be retained. Drafts or other documents that are subsequently prepared in final form need not be retained in addition to the final document. At the end of this ten-year period and at least ninety (90) calendar days before any document is destroyed, Respondents shall notify EPA and the MDNR that such documents are available to them for inspection, and upon the request of either EPA or the MDNR, shall provide the originals or copies of non-privileged documents to the party requesting the documents. In addition, Respondents shall provide such non-privileged documents retained under this Section at any time before expiration of the ten-year period at the written request of EPA or the MDNR.

14.2. Each Respondent hereby certifies individually that to the best of its knowledge and belief, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records,

documents or other information (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by EPA or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e)), pertaining to the Site.

14.3. The Federal Respondent acknowledges that it (1) is subject to all applicable Federal record retention laws, regulations, and policies; and (2) has certified that it has fully complied with any and all EPA requests for information pursuant to Section 104(e) and 122(e) of CERCLA, 42 U.S.C. 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. 6927.

15. CONFIDENTIAL BUSINESS INFORMATION AND PRIVILEGED DOCUMENTS

15.1. Respondents may assert a business confidentiality claim pursuant to 40 C.F.R. § 2.203(b) with respect to part or all of any information submitted to EPA pursuant to this Settlement Agreement, provided such claim is allowed by Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7). Analytical and other data specified in Section 104(e) (7) (F) of CERCLA shall not be claimed as confidential by the Respondents. EPA shall disclose information covered by a business confidentiality claim only to the extent permitted by, and by means of the procedures set forth at, 40 C.F.R. Part 2, Subpart B. If no such claim accompanies the information when it is received by EPA, EPA may make it available to the public without further notice to the Respondents.

15.2. Respondents may assert a business confidentiality claim pursuant to § 260.430, RSMo, with respect to part or all of any information submitted to the MDNR pursuant to the Settlement Agreement, provided such claim is allowed by Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7). Analytical and other data specified in Section 104(e) (7) (F) of CERCLA shall not be claimed as confidential by the Respondents. The MDNR shall disclose information covered

by a business confidentiality claim only to the extent permitted by, and by means of the procedures set forth at, § 260.430, RSMo. If no such claim accompanies the information when it is received by the MDNR, the MDNR may make it available to the public without further notice to Respondents.

15.3. Respondents may assert a claim of privilege for any documents at the time they are to be provided to EPA or MDNR under this Settlement Agreement. For each document claimed as privileged, Respondents shall provide the date, author(s), addressee(s), subject, the privilege or grounds claimed (e.g., attorney work product, attorney-client), and the factual basis for assertion of the privilege.

16. OFF-SITE SHIPMENTS

16.1. All hazardous substances, pollutants or contaminants removed off-site pursuant to this Settlement Agreement for treatment, storage, or disposal shall be treated, stored, or disposed of at a facility in compliance with 42 U.S.C. § 9621(d) (3), as determined by EPA, and the following rule: "Amendment to the National Oil and Hazardous Substances Pollution Contingency Plan; Procedures for Planning and Implementing Off-Site Response Actions: Final Rule" (58 Fed. Reg. 49,200, September 22, 1993) codified at 40 C.F.R. § 300.440. Regional Offices will provide information on the acceptability of a facility under Section 121(d) (3) of CERCLA and the above rule.

16.2. Unless impracticable, prior notification of out-of-state Waste Material shipments should be given consistent with OSWER Directive 9330.2-07 or any subsequent revisions thereof.

17. COMPLIANCE WITH OTHER LAWS

17.1. Respondents shall perform all actions required pursuant to this Settlement Agreement in accordance with all applicable local, state, and federal laws and regulations except as provided in CERCLA Section 121(e) and 40 C.F.R. Section 300.415(j). In accordance with 40 C.F.R. §

300.415(j), all on-site actions required pursuant to this Settlement Agreement shall, to the extent practicable, as determined by EPA, subject to dispute resolution, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements (ARARs) under federal environmental or state environmental or facility siting laws.

17.2. No local, state, or federal permit shall be required for any portion of any action conducted entirely on-site, including studies, if the action is selected and carried out in compliance with Section 121 of CERCLA, 42 U.S.C. § 9621. Where any portion of the Work is to be conducted off-site and requires a federal or state permit or approval, Respondents shall submit timely and complete applications and take all other actions necessary to obtain and to comply with all such permits or approvals. This Order is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

18. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

18.1. In the event of any action or occurrence as a result of or in connection with performance of the Work which causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Respondents shall immediately take all appropriate action. The Respondents shall take these actions in accordance with all applicable provisions of this Settlement Agreement, including, but not limited to, the Health and Safety Plan, in order to prevent, abate or minimize such release or endangerment caused or threatened by the release. Respondents shall also immediately upon having knowledge of such incident or change in site conditions notify the EPA RPM and the MDNR Project Manager. In the event the EPA RPM is not available, Respondents shall notify:

Regional Duty Officer
c/o Emergency Response and Removal Branch
US Environmental Protection Agency, Region 7

901 North 5th Street
Kansas City, Kansas 66101
913 281 0991 (24 hour number)

In the event the MDNR Project Manager is not available, Respondents shall notify:

Duty Officer
Environmental Emergency Response Section
Environmental Services Program
Missouri Department of Natural Resources
2701 West Main Street
P.O. Box 176
Jefferson City, Missuri 65102-0176
314-634-2436 (24-hour number)

of the incident or site conditions. If Respondents fail to respond, EPA or the MDNR may respond to the release or endangerment and reserve the right to pursue cost recovery.

18.2. In addition, in the event of any new, unanticipated release of a reportable quantity of a hazardous substance as a result of or in connection with performance of the Work, Respondents shall immediately upon having knowledge of such release notify the EPA RPM and the MDNR Project Coordinator by telephone and the National Response Center at telephone number (800) 424-8802. Respondents shall submit a written report to EPA and the MDNR within seven (7) days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. This reporting requirement is in addition to, not in lieu of, reporting under CERCLA Section 103(c) and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11001, et seq.

19. PAYMENT ON BEHALF OF FEDERAL RESPONDENT

19.1. As soon as reasonably practical after the Effective Date, the United States, on behalf of the Federal Respondent, shall cause to be paid to the Respondents $1,600,000 by electronic funds transfer pursuant to instructions to be provided by Respondents. This payment and any

payment pursuant to Paragraphs 19.4 and 19.7 of this Settlement Agreement constitute Federal Respondent's interim allocable share of the Response Costs incurred in performing the Work, including Future Response Costs. Unless otherwise specified by Respondents, all payments under Section 19 shall be made by electronic funds transfer to the account identified above.

19.2. All written communications with respect to payments by the Federal Respondent under this Settlement Agreement shall be directed to:

Chief, Environmental Defense Section
United States Department of Justice
Environment & Natural Resources Division
P.O. Box 23986
Washington, DC 20026-3986
telephone (202) 514-2219
fax (202) 514-8865.

Copies of written communications shall also be sent to:

District Counsel, USACE NWK for DoD
U.S. Army Corps of Engineers, Kansas City District
Office of Counsel
601 East 12th Street
Kansas City, Missouri 64106

and

Chief, Environmental Law
Office of Chief Counsel
National Guard Bureau
1411 Jefferson Davis Highway
Arlington, Virginia 22202-3231

19.3. If the payment required to be made by the United States on behalf of Federal Respondent pursuant to Paragraph 19.1 has not been made within one hundred twenty (120) days of the Effective Date, Interest on the unpaid balance shall be paid at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), commencing on the 121st day after the Effective Date.

19.4. The estimated total Response Costs for Work to be performed by Respondents pursuant to this Settlement Agreement is $4,000,000. If the total Response Costs for Work to be performed by Respondents pursuant to this Settlement Agreement exceeds $3,200,000 ("Additional Response Costs"), the United States, on behalf of the Federal Respondent, shall pay 50% of all Additional Response Costs that are consistent with the National Contingency Plan. The Federal Respondent shall not be responsible for the payment of any Additional Response Costs that are incurred as a result of Respondents' failure to comply with any provision of this Settlement Agreement.

19.5. If the Respondents seek payment for 50% of the Additional Response Costs from the Federal Respondent, the Respondents shall make a written demand to the Federal Respondent for payment by the United States on behalf of the Federal Respondent ("Federal Payment Demand"). The Federal Payment Demand shall include: (1) the amount of payment requested, (2) an explanation of why both the Response Costs and Additional Response Costs are performed in accordance with the Phase I RI Work Plan and are therefore deemed necessary and consistent with the NCP, and (3) supporting documentation and information sufficient to show for each contractor, vendor, or other person to whom money was paid by Respondents, the amount paid and the services or goods provided.

19.6. If the Respondents comply with their obligations in Paragraph 19.4 above, the United States, on behalf of the Federal Respondent, shall then pay 50% of the Additional Response Costs incurred that are consistent with the NCP as soon as reasonably practical, less any disputed amounts.

19.7. If the Federal Respondent in good faith questions or contests any invoiced fees or expense, in whole or in part, it shall have the right to withhold payment of such disputed amount;

provided, however, that the Federal Respondent shall notify the Respondents in writing of any disputed amount within thirty (30) days of the date of such Federal Payment Demand and shall promptly make a good faith effort to resolve such dispute. In the event that the Federal Respondent and the Respondents cannot informally resolve the dispute, either Party may seek formal Dispute Resolution, in accordance with 5 U.S.C. § 571 et seq., not less than ninety (90) days after the date of the Federal Payment Demand.

19.8. In the event that payment of Additional Response Costs required by Paragraph 19.4 is not made within one hundred twenty (120) days of receipt of the Federal Payment Demand, Interest on the unpaid amount shall be paid at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), commencing on the 121st day after the Federal Respondent's receipt of the Federal Payment Demand and accruing through the date of payment. No interest shall accrue while the Federal Respondent disputes an amount pursuant to Paragraph 19.7. However, if Respondents prevail in the dispute, interest shall be paid on the disputed amount withheld as set forth in Paragraph 19.3, except to the extent that Respondents caused a significant delay in the dispute resolution process by failing to respond to reasonable requests for information from the Federal Respondent within a reasonable timeframe.

19.9. The Parties to this Settlement Agreement recognize and acknowledge that the payment obligation of the Federal Respondent under this Settlement Agreement can only be paid from appropriated funds legally available for such purpose. Nothing in this Settlement Agreement shall be interpreted or construed as a commitment or requirement that the Federal Respondent obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

19.10. Respondents shall submit copies of all plans and reports submitted to EPA and MDNR pursuant to this Settlement Agreement to the Federal Respondent. Two copies of all such reports shall be transmitted to the Federal Respondent at the same time they are transmitted to EPA and MDNR and shall be directed to Federal Respondent as provided in Paragraph 8.3. Respondents shall also provide, upon reasonable request, copies of all non-privileged documents and information which are within their possession or control or are within the possession or control of their contractors or agents relating to implementation of this Settlement Agreement, including sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence or other documents and information that are subject to cost sharing by the Federal Respondent under this Agreement. The obligation in this Subparagraph 19.10 shall not be subject to statutory or stipulated penalties.

20. REIMBURSEMENT OF COSTS

20.1. On a periodic basis, EPA will submit to Respondents a bill for Future Response Costs that includes a SCORPIOS Report. EPA will send the original bill to the Respondents' Project Coordinator. Respondents shall, within 45 days of receipt of each EPA bill for Future Response Costs, remit payment of the total amount of the bill for Future Response Costs, via electronic transfer in accordance with instructions to be provided by EPA.

20.2. Respondents shall simultaneously transmit notice of the payment of Future Response Costs to the EPA Project Manager. Payments shall be designated as "Response Costs- Pools Prairie Site" and shall reference the payor's name and address, the EPA site identification number 07WT, and the docket number of this Settlement Agreement.

20.3. The total amount to be paid by Respondents pursuant to Paragraph 20.1 shall be deposited in the Pools Prairie Site Special Account within the EPA Hazardous Substance

Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

20.4. In the event that any payment for Future Response Costs is not made within forty-five (45) days of the Respondents' receipt of EPA's bill for Future Response Costs, Respondents shall pay Interest on the unpaid balance. Interest is established at the rate specified in Section 107(a) of CERCLA. The Interest on Future Response Costs shall begin to accrue on the 46th day after the Respondents' receipt of the bill and shall continue to accrue through the date of the payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available under this Settlement Agreement by virtue of Respondents' failure to make timely payments under this Section.

20.5. Respondents may contest payment of any Future Response Costs billed under Paragraph 1.1 if they determine that EPA has made a mathematical error or included a cost item that is not within the definition of Future Response Costs, or if they believe EPA incurred excess costs as a direct result of an EPA action that was inconsistent with a specific provision or provisions of the NCP. Such objection shall be made in writing within 45 days of receipt of the bill and must be sent to the EPA Remedial Project Manager. Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. In the event of an objection, Respondents shall within the 45 day period pay all uncontested Future Response Costs to EPA in the manner described in Paragraph 20.1. If EPA prevails in the dispute, within five days of the resolution of the dispute, Respondents shall pay the sums due (with accrued interest) to EPA in the manner described in Paragraph 20.1. If Respondents prevail concerning any aspect of the contested costs, Respondents shall pay that portion of the costs for which they did not prevail to EPA in the manner described in Paragraph 20.1.

21. DISPUTE RESOLUTION

21.1. The Parties to this Settlement Agreement shall attempt to resolve expeditiously and informally any disagreements concerning this Settlement Agreement.

21.2. If the Respondents object to any EPA action taken pursuant to this Settlement Agreement, including billings for Future Response Costs, they shall notify EPA and MDNR in writing of their objection within thirty (30) calendar days of such action, unless the objection has been informally resolved. This notice shall set forth the specific points of the dispute, the position Respondents maintain should be adopted as consistent with the requirements of this Settlement Agreement, the factual and legal bases for their position, and all matters they consider necessary for EPA's determination.

21.3. The Parties shall have twenty-one (21) calendar days from EPA's receipt of the Respondents' written objections to attempt to resolve the dispute through formal negotiations ("Negotiation Period"). The Negotiation Period may be extended by written agreement of the Parties.

21.4. Any agreement reached by the Parties pursuant to this Section shall be in writing, signed by the parties to the dispute, and shall, upon the signature by all parties to the dispute, be incorporated into and become an enforceable element of this Settlement Agreement. If the Parties are unable to reach an agreement within the Negotiation Period, the Director, Superfund Division, EPA Region 7, after reasonable opportunity for review and comment by the MDNR, will issue a written decision on the dispute to the Respondents. The decision of EPA shall be incorporated into and become an enforceable element of this Settlement Agreement upon Respondents' receipt of the EPA decision regarding the dispute. Respondents' obligations under this Settlement Agreement shall not be tolled by submission of any objection for dispute

resolution under this Section, unless otherwise agreed to by the Parties, taking into account Respondents' good faith in invoking the Dispute Resolution procedure.

21.5. Following resolution of the dispute, as provided by this Section, Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs. No EPA decision made pursuant to this Section shall constitute a final agency action giving rise to judicial review.

21.5.1 If, pursuant to Paragraph 21.4, EPA agrees to toll any of Respondents' obligations during the pendency of a Dispute Resolution process, Respondents shall not submit any response costs arising from the tolled obligations for payment by Federal Respondent under Paragraph 19.5 until the dispute has been resolved pursuant to Paragraph 21.4. If EPA refuses to toll any obligation during the pendency of a Dispute Resolution process, Respondents shall submit any response costs arising from the obligations for payment by Federal Respondent under Paragraph 19.5.

22. FORCE MAJEURE

22.1. Respondents agree to perform all requirements under this Settlement Agreement within the time limits established under this Settlement Agreement, unless otherwise agreed to by the Parties in accordance with Section 31 (Modifications), or unless the performance is delayed by a force majeure. For purposes of this Settlement Agreement, a force majeure is defined as any event arising from causes beyond the reasonable control of Respondents or of any entity controlled by Respondents, including but not limited to their contractors and subcontractors, which delays or prevents performance of any obligation under this Settlement Agreement despite Respondents' best efforts to fulfill the obligation. Force majeure does not include financial inability to complete the work or increased cost of performance.

22.2. Respondents shall notify EPA and the MDNR orally within forty-eight (48) hours and in writing within seven (7) calendar days after Respondents become or should have become aware of events that constitute a force majeure. Such notice shall: identify the event causing the delay or anticipated delay; estimate the anticipated length of delay, including necessary demobilization and re-mobilization; state the measures taken or to be taken to minimize the delay; and estimate the timetable for implementation of these measures. Respondents shall take all reasonable measures to avoid and minimize the delay. Failure to comply with the notice provision of this Section shall waive any claim of force majeure by the Respondents.

22.3. If EPA determines a delay in performance of a requirement under this Settlement Agreement is or was attributable to a force majeure, the time period for performance of that requirement shall be extended as deemed necessary by EPA, taking into consideration the length of the delay and necessary remobilization requirements. Such an extension shall not alter Respondents' obligation to perform or complete other tasks required by the Settlement Agreement which are not directly affected by the force majeure.

23. STIPULATED AND STATUTORY PENALTIES

23.1. In the event Respondents fail to meet any requirement of this Settlement Agreement, Respondents shall pay stipulated penalties as set forth below, unless excused under Section 22 (Force Majeure). Compliance by Respondents shall include completion of an activity under this Settlement Agreement or a plan approved under this Settlement Agreement or any matter under this Settlement Agreement in accordance with the requirements of this Settlement Agreement and within the specified time schedules in and approved under this Settlement Agreement.

23.1.1 For failure to submit a Monthly Progress Report as prescribed in this Settlement Agreement: $150.00 per day for the first through thirtieth days of noncompliance and $300.00 per day for the thirty-first day and each succeeding day of noncompliance thereafter;

23.1.2 For failure to submit any of the following documents, $300.00 per day for the first through fourteenth days of noncompliance; $750.00 per day for the fifteenth through thirtieth days of noncompliance; and $1500.00 per day for each succeeding day of noncompliance thereafter:

23.1.2.1 Site Health & Safety Plan

23.1.2.2 Quality Assurance Project Plan

23.1.2.3 Phase 1RI Work Plan, and

23.1.2.4 Phase 1RI Report

23.2. In the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 25.5 of Section 25 (Reservations of Rights), Respondents shall be liable for a stipulated penalty in the amount of $100,000.

23.3. All penalties shall begin to accrue on the date that complete performance is due or a violation occurs and shall continue to accrue through the final day of correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue for a Work Takeover subject to Dispute Resolution pursuant to Section 21 during the period from the date the Work Takeover Notice is issued until the date the Director, Superfund Division, EPA Region 7 issues a final decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Order.

23.4. Upon receipt of written demand by EPA, Respondents shall make payment to EPA within forty-five (45) calendar days. Interest shall accrue on late payments as of the 46th day after receiving notice the payment is due. Even if violations are simultaneous, separate penalties may accrue for separate violations of this Settlement Agreement. Penalties accrue and are assessed per violation per day. Penalties shall accrue regardless of whether EPA has notified Respondents

of a violation or act of noncompliance, except that stipulated penalties shall not run with respect to any document submitted for review and approval prior to Respondents' receipt of a notice of disapproval. The payment of penalties shall not alter in any way Respondents' obligation to complete the performance of the Work required under this Settlement Agreement.

23.5. Nothing in this Settlement Agreement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondents' violation of this Settlement Agreement or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Provided, however, that EPA shall not seek civil penalties pursuant to Section 122(l) of CERCLA or punitive damages pursuant to Section 107(c) (3) of CERCLA for any violation for which a stipulated penalty is provided herein, except in the case of willful violation of this Settlement Agreement or in the event that EPA assumes performance of a portion or all of the Work pursuant to Section 25 (Reservations of Rights), Paragraph 25.5. Respondents reserve all rights and defenses they may have with respect to such remedies or sanctions. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Settlement Agreement.

24. COVENANTS NOT TO SUE BY EPA AND MDNR

24.1. In consideration of the Work that will be performed and the payments that will be made by the Respondents and the payment or payments that will be made by the United States on behalf of the Federal Respondent under the terms of this Settlement Agreement, and except as specifically provided in this Settlement Agreement, EPA covenants not to sue or to take administrative action against the Respondents or the Federal Respondent pursuant to Sections

106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a) for the Work and Future Response Costs. The EPA's covenants shall take effect with respect to Respondents upon EPA's issuance of a Notice of Completion pursuant to Section 32 (Notice of Completion) of this Settlement Agreement. EPA's covenants not to take administrative action against the Federal Respondent shall take effect upon receipt of the United States' payment or payments made on behalf of Federal Respondent's as required by Section 19 (Payment on Behalf of Federal Respondent) of this Settlement Agreement. EPA's covenants in this Paragraph extend only to the Respondents and the Federal Respondent and do not extend to any other persons.

24.2. In consideration of the Work that will be performed and the payments that will be made by the Respondents and the payment or payments that will be made by the United States on behalf of the Federal Respondent under the terms of this Settlement Agreement, and except as specifically provided in this Settlement Agreement, the MDNR covenants not to sue or to take administrative action against the Respondents or the Federal Respondent pursuant to Sections 107 of CERCLA, 42 U.S.C. §9607, or Section 260.530, et seq., RSMo., or any other applicable law, for the Work and Future Response Costs. The MDNR's covenants shall take effect with respect to the Respondents upon EPA's issuance of a Notice of Completion as required by Section 32 of this Settlement Agreement. MDNR's covenants with respect to the Federal Respondent shall take effect upon receipt of confirmation of the United State's payment or payments on behalf of the Federal Respondent as required by Section 19 (Payment on Behalf of Federal Respondent) of this Settlement Agreement. MDNR's covenants in this Paragraph extend only to the Respondents and the Federal Respondent and do not extend to any other persons.

25. RESERVATIONS OF RIGHTS

25.1. EPA Reservations.

25.1.1 Except as specifically provided in this Settlement Agreement, nothing in this Settlement Agreement shall limit the power and authority of EPA to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing in this Settlement Agreement shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Settlement Agreement, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Respondents, the Owner Respondent or the Federal Respondent in the future to perform additional activities pursuant to CERCLA or any other applicable law.

25.1.2 The covenant not to sue set forth in Paragraph 24.1, above, does not pertain to any matters other than those expressly identified therein. EPA reserves and this Settlement Agreement are without prejudice to, all rights against the Respondents, the Owner Respondent and the Federal Respondent with respect to all other matters, including, but not limited to:

25.1.2.1 claims based on a failure by the Respondents, the Owner Respondent or the Federal Respondent to meet a requirement of this Settlement Agreement;

25.1.2.2 liability for costs not included within the definition of Future Response Costs;

25.1.2.3 liability for performance of response action other than the Work;

25.1.2.4 criminal liability;

25.1.2.5 liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

25.1.2.6 liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site; and

25.1.2.7 liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site.

25.2. MDNR Reservations.

25.2.1 Except as specifically provided in this Settlement Agreement, nothing herein shall limit the power and authority of the MDNR or the state of Missouri to take, direct, or order all actions necessary to protect public health, welfare or the environment, or to prevent, abate or minimize an actual or threatened release of hazardous substances, pollutants or contaminants or hazardous or solid waste on, at, or from the Site. Provided however, MDNR shall not implement these actions so long as Respondents, including Federal Respondent, are in material compliance with this Settlement Agreement. Further, except as specifically provided in this Settlement Agreement, nothing herein shall prevent the MDNR from seeking legal or equitable relief to enforce the terms of this Settlement Agreement, from taking other legal or equitable action as it deems appropriate and necessary, or from seeking to require the Respondents, the Owner Respondent and/or the Federal Respondent in the future to perform additional activities pursuant to CERCLA, Section 260.500, et seq., RSMo, or any other applicable law, including the common law of public nuisance. The MDNR reserves the right to bring an action against the Respondents, the Owner Respondent and/or the Federal Respondent under Section 107 of CERCLA, 42 U.S.C. § 9607 and/or § 260.530, RSMo, for recovery of any Response Costs incurred by the state of Missouri related to this Settlement Agreement or the Site and not reimbursed by the Respondents, the Owner Respondent and/or the Federal Respondent.

25.2.2 The covenant not to sue set forth in Paragraph 24.1, above, does not pertain to any matters other than those expressly identified therein. The State reserves and this Settlement

Agreement is without prejudice to, all rights against the Respondents and the Federal Respondent with respect to all other matters, including, but not limited to:

25.2.2.1 claims based on a failure by the Respondents or the Federal Respondent to meet a requirement of this Settlement Agreement;

25.2.2.2 liability for costs not included within the definition of Future Response Costs;

25.2.2.3 liability for performance of response action other than the Work;

25.2.2.4 criminal liability;

25.2.2.5 liability for damages for injury to, destruction of, or loss of natural resources and for the costs of any natural resource damage assessments;

25.2.2.6 liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site.

25.3. Respondents' Reservations.

25.3.1 Except as expressly set forth herein, Respondents reserve all rights, defenses and claims they may have with respect to this Settlement Agreement and/or the Site, including but not limited to all contract claims and all claims pertaining to response actions undertaken or to be undertaken by Respondents and response costs incurred or to be incurred by Respondents at the Site, including inter alia, the Manufacturing Plant, Building 900, the ETA, the CTA, and all areas where Waste Materials released from these areas have come to be located.

25.4. Federal Respondent's Reservations

25.4.1 Except as expressly set forth herein, the Federal Respondent reserves all rights, defenses, and claims it may have with respect to this Settlement Agreement and/or

the Site, including but not limited to all contract claims and all claims pertaining to response actions undertaken or to be undertaken by Federal Respondent and response costs incurred or to be incurred by or on behalf of the Federal Respondent at the Site, including inter alia, the Manufacturing Plant, Building 900, the ETA, the CTA, and all areas where Waste Materials released from these areas have come to be located.

25.5. Work Takeover

25.5.1 In the event EPA determines that Respondents have ceased implementation of any portion of the Work, are seriously or repeatedly deficient or late in their performance of the Work, or are implementing the Work in a manner which may cause an endangerment to human health or the environment, EPA may notify the Respondents that EPA anticipates taking over the Work. In this notice EPA will specify the grounds upon which such notice was issued and will provide Respondents a period of ten days within which to remedy the circumstances giving rise to EPA's issuance of such notice.

25.5.2 If, after expiration of the ten-day notice period specified in Paragraph 25.5.1, Respondents have not remedied to EPA's satisfaction the circumstances giving rise to EPA's issuance of the notice of anticipated takeover of the Work, EPA may at any time thereafter assume the performance of all or any portions of the Work as EPA deems necessary ("Work Takeover"). EPA shall notify Respondents in writing (which writing may be electronic) if EPA determines that implementation of a Work Takeover is warranted under this Paragraph 25.5.2.

25.5.3 Respondents may invoke the procedures set forth in Section 21 (Dispute Resolution) to dispute EPA's decision to take over the Work. Respondents shall initiate any dispute within 10 days of receipt of EPA's notice pursuant to Paragraph 25.5.2. However, notwithstanding Respondent's invocation of such dispute resolution procedures, and during the

pendency of any such dispute, EPA may in its sole discretion commence and continue a Work Takeover under Paragraph 25.5.2 until the earlier of (i) the date that Respondents remedy, to EPA's satisfaction, the circumstances giving rise to EPA's issuance of the relevant Work Takeover Notice or (ii) the date that a final decision is rendered in accordance with Section 21 (Dispute Resolution) requiring EPA to terminate such Work Takeover.

25.5.4 After commencement and for the duration of any Work Takeover as set forth herein, EPA shall have immediate access to and benefit of any performance guarantee(s) provided pursuant to Section 30 (Financial Assurance) of this Settlement Agreement. If and to the extent that EPA is unable to secure the resources guaranteed under any such performance guarantee(s) and the Respondents fail to remit a cash amount up to but not exceeding the estimated cost of the remaining Work to be performed, any unreimbursed costs incurred by EPA in performing Work under the Work Takeover shall be considered Future Response Costs that Respondents shall pay pursuant to Section 20 (Reimbursement of Costs).

26. OTHER CLAIMS

26.1. By issuance of this Settlement Agreement, the United States and the MDNR assume no liability for injuries or damages to persons or property resulting from any acts or omissions of the Respondents. Neither the United States nor the MDNR shall be deemed a party to any contract entered into by the Respondents or any of their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Settlement Agreement.

26.2. Except as expressly provided herein, nothing in this Settlement Agreement constitutes a satisfaction of or release from any claim or cause of action against the Respondents, the Owner Respondent, the Federal Respondent or any person not a party to this Settlement Agreement, for any liability such person may have under CERCLA, other statutes, or the common law.

26.3. This Settlement Agreement does not constitute a preauthorization of funds under Section 111(a)(2) of CERCLA, 42 U.S.C. § 9611(a)(2). Respondents and the Owner Respondent waive any claim to payment under Sections 106(b), 111, and 112 of CERCLA, 42 U.S.C. §§ 9606(b), 9611, and 9612, against the United States or the Hazardous Substance Superfund arising out of any action performed under this Settlement Agreement.

26.4. 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. The Parties reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

26.5. No action or decision by EPA pursuant to this Settlement Agreement shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

26.6. In any subsequent administrative or judicial proceeding initiated by the United States or MDNR for injunctive relief, recovery of Response Costs, damages (as defined in Section 101(6) of CERCLA, 42 U.S.C. § 9601(6)), or other relief relating to the Site, the Respondents and the Owner Respondent shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other

defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action.

26.7. In any subsequent administrative or judicial proceeding initiated by the Respondents or the Owner Respondent for injunctive relief, recovery of Response Costs, damages (as defined in Section 101(6) of CERCLA, 42 U.S.C. § 9601(6)), or other relief relating to the Site, the United States and the State of Missouri shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action. Nothing in this Paragraph shall affect the Respondents' waiver of claims to payment under sections 106(b), 111, and 112 of CERCLA, 42 U.S.C. §§ 9606(b), 9611, and 9612 made in Paragraph 26.2, above.

27. CONTRIBUTION

27.1. The Parties agree that, except as provided in Paragraph 27.3, this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that Respondents, the Owner Respondent and the Federal Respondent are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), or as may be otherwise provided by law, for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are the Work and Future Response Costs.

27.2. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), pursuant to which Respondents, the Owner Respondent and the Federal Respondent have, as of the Effective Date, resolved their liability to the United States for the Work and Future Response Costs.

27.3. Nothing in this Settlement Agreement precludes the United States or the Respondents from asserting any claims, causes of action, or demands for indemnification, contribution, or cost recovery against any persons not parties to this Settlement Agreement. Nothing herein diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

27.4. Payments made and work performed under this Settlement Agreement are not intended to establish a final allocation of liability for Response Costs between or among the Respondents and the Federal Respondent. Notwithstanding anything in this Settlement Agreement to the contrary, including the contribution protection provided in this Section, the Federal Respondent and the Respondents each expressly reserve their right to seek (under Sections 107 and 113(f) of CERCLA, 42 U.S.C. §§ 9607 and 9613(f)) to recover from each other (and/or any other person who is liable for Response Costs incurred in connection with the Site) any and all Response Costs incurred in connection with this Settlement Agreement that exceed that Party's final allocated share of all Response Costs (no matter when or by whom) incurred by or on behalf of Respondents or Federal Respondent at the Site, including inter alia, the Manufacturing Plant, Building 900, the ETA, the CTA, and all areas where Waste Materials released from these areas have come to be located. Furthermore, notwithstanding anything in this Settlement Agreement to the contrary, except for Paragraph 26.3, (with respect to preauthorization of funds and claims against the Fund), each of the Respondents and the Federal Respondent reserve its rights, if any, to assert any claims, causes of action or demands, whether under federal, state or common law, against each other for, inter alia, indemnification, contribution, or cost recovery for any costs or

damages incurred in connection with this Settlement Agreement and/or the Site, including, including but not limited to all contract claims and all claims pertaining to response actions undertaken or to be undertaken and response costs incurred or to be incurred by or on behalf of Respondents and the Federal Respondent at the Site, including inter alia, the Manufacturing Plant, Building 900, the ETA, the CTA, and all areas where Waste Materials released from these areas have come to be located.

27.5. The participation of the Respondents and the Federal Respondent in this Settlement Agreement shall not be considered an admission of liability and is not admissible in any judicial or administrative proceeding other than a proceeding by the Parties, including EPA, to enforce this Settlement Agreement or a judgment relating to it.

28. INDEMNIFICATION

28.1. Respondents agree to indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and representatives, and the MDNR from any and all claims or causes of action: (A) arising from, or on account of, negligent or otherwise wrongful acts or omissions of one or more of the Respondents, its officers, directors, employees, agents, contractors, subcontractors, receivers, trustees, successors or assigns, in implementing the Work pursuant to this Settlement Agreement; and (B) for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between the Respondents and any persons for performance of the Work, including claims on account of delays in completing the Work. In addition, Respondents agree to pay the United States and the MDNR all costs incurred by the United States and the MDNR, respectively, including litigation costs arising from or on account of claims made against the United States or the MDNR based on any of the acts or omissions referred to in this Paragraph.

29. INSURANCE

29.1. At least seven (7) days prior to commencing any on-site work under this Settlement Agreement, the Respondents shall secure, and shall maintain for the duration of this Settlement Agreement, comprehensive general liability insurance and automobile insurance with limits of 2.0 million dollars, combined single limit. Within the same time period, the Respondents shall provide EPA and the MDNR with certificates of such insurance. If the Respondents demonstrate by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in an equal or lesser amount, then the Respondents need to provide only that portion of the insurance described above which is not maintained by such contractor or subcontractor.

30. FINANCIAL ASSURANCE

30.1. Within 30 days of the Effective Date, Respondents shall establish and maintain financial security for the benefit of EPA in the amount of $2,400,000 in one or more of the following forms, in order to secure the full and final completion of Work by Respondents:

30.1.1 a surety bond unconditionally guaranteeing payment and/or performance of the Work;

30.1.2 one or more irrevocable letters of credit, payable to or at the direction of EPA, issued by financial institution(s) acceptable in all respects to EPA equaling the total estimated cost of the Work;

30.1.3 a trust fund administered by a trustee acceptable in all respects to EPA;

30.1.4 a policy of insurance issued by an insurance carrier acceptable in all respects to EPA, which ensures the payment and/or performance of the Work;

30.1.5 a corporate guarantee to perform the Work provided by one or more parent corporations or subsidiaries of Respondents, or by one or more unrelated corporations that have a

substantial business relationship with at least one of the Respondents, including a demonstration that any such company satisfies the financial test requirements of 40 C.F.R. Part 264.143(f); and/or

30.1.6 a corporate guarantee to perform the Work by one or more of the Respondents, including a demonstration that any such Respondent satisfies the requirements of 40 C.F.R. Part 264.143(f).

30.2. Any and all financial assurance instruments provided pursuant to this Section shall be in form and substance satisfactory to EPA, determined in EPA's sole discretion. In the event that EPA determines at any time that the financial assurances provided pursuant to this Section (including, without limitation, the instrument(s) evidencing such assurances) are inadequate, Respondents shall, within 30 days of receipt of notice of EPA's determination, obtain and present to EPA for approval one of the other forms of financial assurance listed in Paragraph 30.1, above. In addition, if at any time EPA notifies Respondents that the anticipated cost of completing the Work has increased, then, within 30 days of such notification, Respondents shall obtain and present to EPA for approval a revised form of financial assurance (otherwise acceptable under this Section that reflects such cost increase. Respondents' inability to demonstrate financial ability to complete the Work shall in no way excuse performance of any activities required under this Settlement Agreement

30.3. If Respondents seek to ensure completion of the Work through a guarantee pursuant to Subparagraph 30.1.4 or 30.1.5 of this Settlement Agreement, Respondents shall (i) demonstrate to EPA's satisfaction that the guarantor satisfies the requirements of 40 C.F.R. Part 264.143(f); and (ii) resubmit sworn statements conveying the information required by 40 C.F.R. Part 264.143(f) annually, within 90 days after the end of Respondent Boeing's fiscal year, to EPA.

For the purposes of this Settlement Agreement, wherever 40 C.F.R. Part 264.143(f) references "sum of current closure and post-closure costs estimates and the current plugging and abandonment costs estimates," the current cost estimate of $2,400,000 for the Work at the Site shall be used in relevant financial test calculations.

30.4. If, after the Effective Date, Respondents can show that the estimated cost to complete the remaining Work has diminished below the amount set forth in Paragraph 30.1 of this Section, Respondents may, within 90 days after the end of Respondent Boeing's fiscal year, or at any other time agreed to by the Parties, reduce the amount of the financial security provided under this Section to the estimated cost of the remaining Work to be performed. Respondents shall submit a proposal for such reduction to EPA, in accordance with the requirements of this Section, and may reduce the amount of the security after receiving written approval from EPA. In the event of a dispute, Respondents may seek dispute resolution pursuant to Section 21 (Dispute Resolution). Respondents may reduce the amount of security in accordance with EPA's written decision resolving the dispute.

30.5. Respondents may change the form of financial assurance provided under this Section at any time, upon notice to and prior written approval by EPA, provided that EPA determines that the new form of assurance meets the requirements of this Section. In the event of a dispute, Respondents may change the form of the financial assurance only in accordance with the written decision resolving the dispute.

31. MODIFICATIONS

31.1. Any requirements of the Settlement Agreement may only be modified in writing by the mutual agreement of the Parties.

31.2. If the Respondents seek permission to deviate from any approved Work Plan or schedule, Respondents' Project Coordinator shall submit a written request to EPA and MDNR for approval outlining the proposed Work Plan modification and its basis.

31.3. No informal advice, guidance, suggestion, or comment by EPA or the MDNR regarding reports, plans, specifications, schedules, or any other writing submitted by the Respondents shall relieve the Respondents of their obligation to obtain such formal approval as may be required by this Settlement Agreement, and to comply with all requirements of this Settlement Agreement unless it is formally modified.

32. NOTICE OF COMPLETION

32.1. When Respondents believe that all actions required by this Settlement Agreement, with the exception of continuing obligations, have been fully performed in accordance with this Settlement Agreement, including any stipulated penalties due, and EPA has approved the Phase 1 RI Report, they shall notify EPA and MDNR and request that EPA issue a Notice of Completion. Continuing obligations include and this notice shall not terminate Respondents' obligation to comply with Section 1 (Jurisdiction and General Provisions), Section 11 (Site Access), Section 14 (Record Retention), Section 20 (Reimbursement of Costs), Section 25 (Reservations of Rights), and Section 28 (Indemnification) of this Settlement Agreement. If EPA agrees that all actions required by this Settlement Agreement, with the exception of continuing obligations, have been fully performed in accordance with this Settlement Agreement, EPA will provide written Notice of Completion to the Respondents and the Federal Respondent. If EPA determines that any actions have not been completed in accordance with this Settlement Agreement, EPA will notify the Respondents and the Federal Respondent and provide a list of the deficiencies.

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33. SEVERABILITY

33.1. If a court issues an order that invalidates any provision of this Settlement Agreement or finds that Respondents or the Federal Respondent have sufficient cause not to comply with one or more provisions of this Settlement Agreement, Respondents and the Federal Respondent shall remain bound to comply with all provisions of this Settlement Agreement not invalidated or determined to be subject to a sufficient cause defense by the court's order.

34. INTEGRATION/APPENDICES

34.1. This Settlement Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement:

34.1.1 Appendix 1-- Site Map with Investigation Area designation

34.1.2 Appendix 2-- Map showing location of the four bedrock wells on Camp Crowder

35. EFFECTIVE DATE

35.1. This Settlement Agreement may be executed in any number of counterparts, each of which, when executed and delivered to EPA shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

35.2. This Settlement Agreement shall be effective five (5) business days after a copy of the fully executed Settlement Agreement, is placed in the United States mail, sent by express delivery service or hand-delivered to the Respondents and the Federal Respondent.

IN WITNESS WHEREOF, the Parties have affixed their signatures below:

For the Missouri Department of Natural Resources:

Leanne Tippett Mosby
Director
Division of Environmental Quality
Missouri Department of Natural Resources

Date: 5/4/11

Sarah Mangelsdorf
Assistant Attorney General

Date: 4-21-11

For the United States Environmental Protection Agency, Region 7

Kristina Gonzales
Superfund Branch Chief
Office of Regional Counsel
U. S. Environmental Protection Agency
Region 7

Date: 8/25/11

Cecilia Tapia
Director, Superfund Division
U.S. Environmental Protection Agency
Region 7

Date: 8/26/11

The undersigned representative of The Boeing Company. certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party he or she represents to this document.

FOR RESPONDENT: THE BOEING COMPANY

By: Sh L Skosky
Director, EHS Remediation

May 9, 2011
Date

The undersigned representative of TDY Industries, Inc., certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party he or she represents to this document.

FOR RESPONDENT: TDY Industries, Inc.

By: Elliot S. N

6/8/11
Date

The undersigned representative of the Federal Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement for the Pools Prairie Site in Neosho, Missouri and to bind the party he or she represents to this document.

FOR THE FEDERAL RESPONDENT: United States Department of Defense:

By: _____

Kenneth J. Tozzi
Colonel, US Army
Chief, Environmental Law Division
US Army Legal Services Agency
901 North Stuart Street
Arlington, VA 222-03

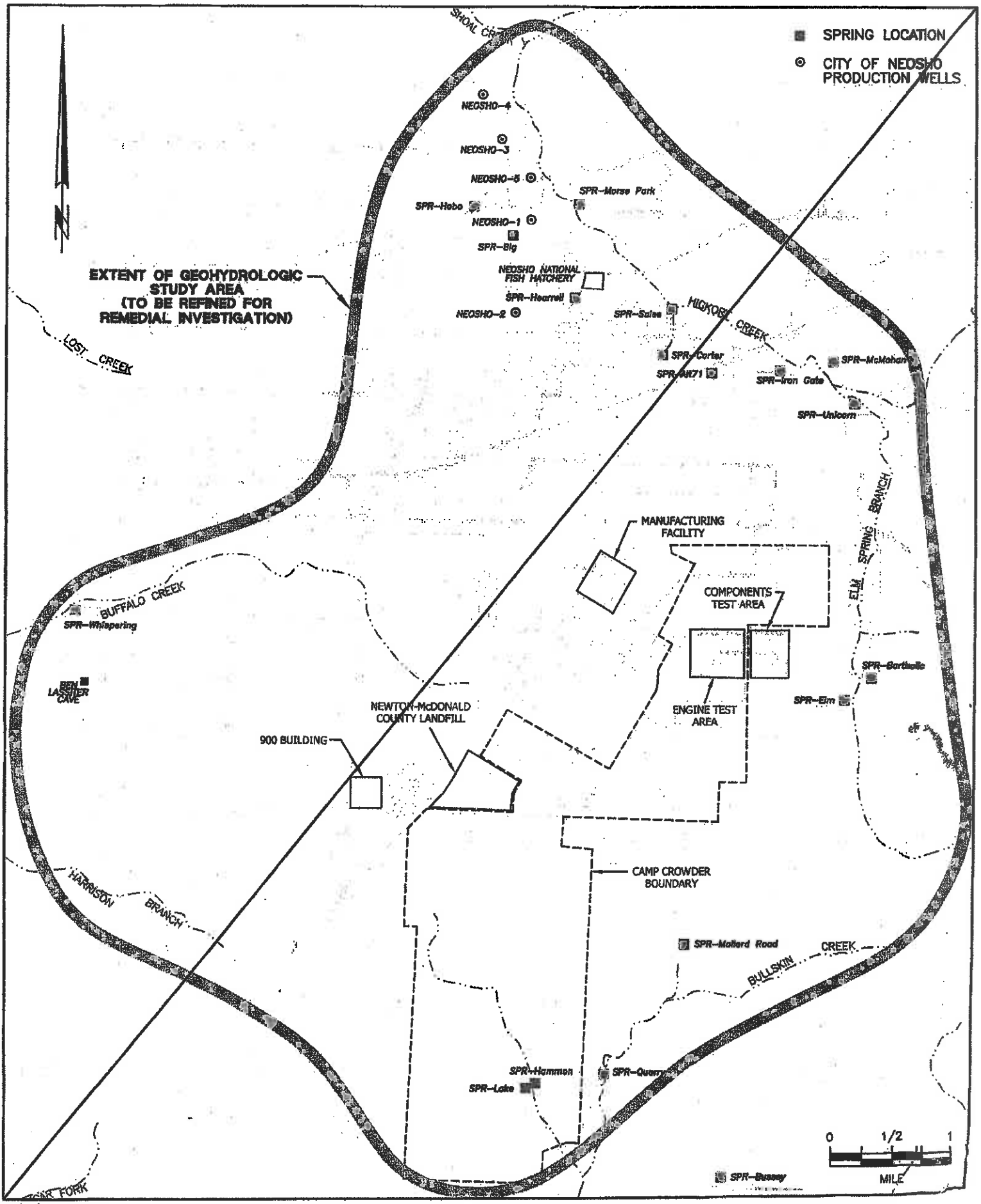
Date: 25 August 2011

The undersigned representative of Dallas Airmotive, Inc. (DAI) certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party he or she represents to this document.

FOR OWNER RESPONDENT: Dallas Airmotive, Inc.

By: _____
Robert C. Kirsch
Its Attorney

May 16, 2011
Date



410-5658.DWG

POOLS PRAIRIE
GEOHYDROLOGIC STUDY AREA

Camp Crowder Groundwater Monitoring Wells