IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA

UNITED STATES OF AMERICA
AND THE STATE OF INDIANA,

Plaintiffs

v.

Civil No.

ATLANTIC RICHFIELD COMPANY;
ARCO ENVIRONMENTAL
REMEDIATION, L.L.C.; BP PRODUCTS
NORTH AMERICA INC.; E.I. DU PONT
DE NEMOURS AND COMPANY;
EXXON MOBIL CORPORATION;
GATX CORPORATION; GEORGIA-
PACIFIC CORPORATION; ISPAT
INLAND INC.; AND UNITED
STATES STEEL CORPORATION,

Defendants.
_____/

CONSENT DECREE

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I. BACKGROUND

WHEREAS, the United States of America (the "United States") on behalf of the United States Department of the Interior ("Interior") and the United States Department of Commerce ("Commerce") (acting through the National Oceanic and Atmospheric Administration ("NOAA")), and the State of Indiana on behalf of the Indiana Department of Environmental Management ("IDEM") and the Indiana Department of Natural Resources ("IDNR"), have filed a Complaint pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601, *et seq.,* the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*, commonly known as the Clean Water Act ("CWA), and the Oil Pollution Act ("OPA"), 33 U.S.C. § 2701 *et seq.*), and corresponding State Laws, alleging that Atlantic Richfield Company, ARCO Environmental Remediation, L.L.C., BP Products North America Inc., E.I. du Pont de Nemours and Company, GATX Corporation, Georgia-Pacific Corporation, ISPAT Inland Inc., ExxonMobil Corporation, and United States Steel Corporation (collectively, the "Settling Defendants") are liable for Response Costs and damages for injury to, destruction of, or loss of Natural Resources belonging to, managed by, held in trust by, controlled by or appertaining to the United States and the State of Indiana, as trustees for those resources, including the costs of assessing such injury, resulting from releases of Hazardous Substances and/or Oil into or within the Grand Calumet River/Indiana Harbor Canal Site ("GCR/IHC Riparian Site").

WHEREAS, CERCLA Section 107, 42 U.S.C. § 9607, OPA Section 1006, 33 U.S.C. § 2706, and the National Contingency Plan ("NCP") at 40 CFR Part 300, Subpart G, provide that liability shall be to the United States and to the involved State for damages for injury to, destruction of or loss of natural resources belonging to, managed by, held in trust by, controlled

by or appertaining to the United States and the State resulting from the release of hazardous substances and/or oil.

WHEREAS Interior, Commerce, IDEM, and IDNR are the federal and state trustees for natural resources at the GCR/IHC Riparian Site (collectively, the "Trustees"), and have assessed that injuries to natural resources resulted from alleged releases of hazardous substances and/or alleged discharges of oil by the Settling Defendants.

WHEREAS, the United States, the State of Indiana, and the Settling Defendants (collectively, the "Parties") stipulate and agree to the making and entry of this Consent Decree to provide for the restoration, replacement, or acquisition of the equivalent of natural resources allegedly injured by the release of hazardous substances and oil to the GCR/IHC Riparian Site in settlement of natural resource damage claims against the Settling Defendants without adjudication of any issue of fact or law, and without any admission of liability or fault as to any allegation that natural resources were injured or that a release occurred, and without any admission of liability or fault as to any matter arising out of the pleadings or otherwise.

WHEREAS, nothing in this Consent Decree shall be construed as an admission by any Party or a finding by the Court with regard to joint and several liability.

WHEREAS, this settlement addresses natural resource damages. However, the United States, on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), has agreed to provide certain specific covenants in this Consent Decree in recognition of the fact that projects to restore and protect natural resources injured by hazardous substances at the GCR/IHC Riparian Site will also implicate other federal statutory authorities.

WHEREAS, the Parties believe, and the Court finds by entering this Consent Decree, that

this Consent Decree has been negotiated by the Parties in good faith, and is fair, reasonable, and in the public interest, and that implementation of this Consent Decree will expedite restoration of natural resources allegedly injured, and will avoid prolonged, difficult, expensive, and complicated litigation. Except for stipulated penalties which may be assessed under this Decree, all payments made and activities and obligations performed by Settling Defendants as required by this Consent Decree are for alleged damages or reimbursement for costs incurred or to be incurred by the United States and the State, and no amounts or obligations are being paid or performed in respect of, nor are they in lieu of, fines or penalties under applicable law.

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, and DECREED:

II. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C.§§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b). This Court has personal jurisdiction over the Settling Defendants. Solely for the purposes of this Consent Decree and the underlying Complaint, Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District.

III. PARTIES BOUND

2. This Decree shall inure to the benefit of and be binding upon the United States and the State of Indiana and upon the Settling Defendants and Settling Defendants' Related Parties. No change in the ownership or corporate status of Settling Defendants including, but not limited to, any transfer of assets or real or personal property shall in any way alter such Settling Defendants' responsibilities or rights under this Consent Decree.

3. Except as set forth in Paragraphs 14, 17, and 23 below, nothing in this Consent

Decree shall be construed to create any right in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as provided in Paragraph 23, the preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this decree may have under applicable law. Each of the Parties expressly reserves any and all rights (including, but not limited to, any rights to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in anyway to the GRC/IHC Riparian Site or the Facilities against any person not a party hereto and not otherwise protected under the covenants set forth in Sections IX and XI of this Consent Decree.

IV. DEFINITIONS

4. Unless otherwise expressly provided herein, terms used in this Decree which are defined in CERCLA or OPA or in regulations promulgated pursuant to CERCLA or OPA shall have the meaning assigned to them therein.

"Best efforts to fulfill the obligation" includes using best efforts to anticipate any potential *force majeure* event and best efforts to address the effects of any potential *force majeure* event (1) as it is occurring, and (2) following the potential *force majeure* event, such that the delay is minimized to the greatest extent possible.

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

"Commerce" shall mean the United States Department of the Commerce and any successor departments or agencies of the United States.

"Consent Decree" shall mean this Decree and all appendices described herein. In the

event of conflict between this Decree and any appendix, this Decree shall control.

"CWA" shall mean the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*, commonly known as the Clean Water Act.

"Damage Assessment Costs" shall mean the costs of those studies and activities performed as part of the Natural Resource Damage Assessment for the GCR/IHC Riparian Site.

"Day" shall mean a calendar day, unless expressly stated to be a day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday or Federal Holiday, the period shall run until the end of the next business day.

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

"Effective Date" shall mean the date sixty (60) days after the entry of this Consent Decree as a final judgment provided that no appeal of this Consent Decree is filed. If an appeal is filed, the Effective Date shall be the date, if any, on which the appellate court affirms the entry of this Consent Decree as a final judgment.

"Existing Contamination" shall mean any Hazardous Substance or Oil that has come to be located within the GCR/IHC Riparian Site, or that has been released or discharged at or from any Facility into the environment, on or before the date of lodging of this Consent Decree.

"Facility" or "Facilities" shall mean, as the context may require, any one or more of the facilities set forth on Appendix A. Facility or Facilities include the groundwater beneath the Facility or Facilities.

"*Force majeure*" is defined as any event arising from causes beyond the control of a Settling Defendant or of any entity controlled by a Settling Defendant, including, but not limited

to, contractors and subcontractors, that delays or prevents the performance of any obligation under Section VI of this Consent Decree despite the Settling Defendant's Best Efforts to Fulfill the Obligation. *Force majeure* does not include financial inability to fulfill any obligations under this Consent Decree.

"FWS" shall mean the Fish and Wildlife Service of the United States Department of Interior.

"Grand Calumet Lagoons" shall mean all lagoons, ponds, other surface waters, sediments, immediately adjacent shorelines, and contiguous wetlands at or near the headwaters of the East Branch of the Grand Calumet River or within the Indiana Dunes National Lakeshore, including the areas known as the Marquette Park Lagoons.

"GCR/IHC Riparian Site" or "Site" shall mean the Grand Calumet River/Indiana Harbor Canal riparian ecosystem including, but not limited to:

a. The Grand Calumet Lagoons, the East Branch of the Grand Calumet River, the reach of the West Branch of the Grand Calumet River between the Hydraulic Divide and the Indiana Harbor Canal, and any associated publicly owned treatment works, along with the riparian and wetland habitats closely associated with these water bodies;

b. The entire length of the Indiana Harbor Canal and Indiana Harbor, including Lake Mary, the Lake George Branch, the associated turning basin, and other associated water bodies, along with the riparian and wetland habitats closely associated with these water bodies, and any associated upland areas used for implementation of restoration actions;

c. All of the Indiana Dunes National Lakeshore, and nearshore Lake Michigan from the western boundary of the BP Refinery to the eastern boundary of the Indiana Dunes National

Lakeshore.

The Site includes all portions of the Facilities that are not Upland Areas of Facilities, and the Site is generally depicted for illustrative purposes on the map attached as Appendix B.

"Hazardous Substance" shall mean any substance defined as such under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); any "pollutant" or "contaminant" within the meaning of Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); any "toxic pollutant" within the meaning of Section 502 of the CWA, 33 U.S.C. § 1362; any "solid waste" within the meaning of Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); any "extremely hazardous substance" within the meaning of IC 13-11-2-76; any "hazardous material" within the meaning of IC 13-11-2-96; and any "hazardous waste" within the meaning of IC 13-11-2-99.

"Hydraulic Divide" shall mean the point from which the West Branch of the Grand Calumet River flows both east and west, fixed for the purposes of this Consent Decree at Indianapolis Boulevard.

"IDEM" shall mean the Indiana Department of Environmental Management and any successor departments or agencies of the State of Indiana.

"IDNR" shall mean the Indiana Department of Natural Resources and any successor departments or agencies of the State of Indiana.

"Indiana Dunes National Lakeshore" shall mean and refer to the Indiana Dunes National Lakeshore which is a unit of the National Park system comprising more than 12,000 acres east of and adjacent to the United States Steel Gary Works Facility, and which includes portions of the areas known as the Marquette Park Lagoons.

"Interest" shall mean interest computed at the rate specified for interest on investments of

the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded on October 1st (First) of each year, in accordance with 42 U.S.C. § 9607(a).

"Interior" shall mean the United States Department of the Interior and any successor departments or agencies of the United States.

"Interior NRDAR Fund" or "NRDAR Fund" shall mean the U.S. Department of the Interior's Natural Resource Damage Assessment and Restoration Fund.

"Justice" shall mean the United States Department of Justice and any successor departments or agencies of the United States.

"National Park Service" shall mean the National Park Service of the United States Department of the Interior.

"Natural Resources" shall mean land, wetlands, shorelines, soil, geologic resources, resident and anadromous fish, wildlife and biota (including, but not limited to, microorganisms, invertebrates, amphibians, reptiles, birds, mammals, endangered species, aquatic and terrestrial plants), air, water, ground water, drinking water supplies, sediments, and other such resources within, belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States or the State of Indiana.

"Natural Resource Damages" shall mean any damages recoverable by the United States or the State for injury to, destruction of, or loss, impairment, or diminution of value of, or lost use of natural resources at, or natural resources injured by obtaining food from or otherwise utilizing habitat within, the GCR/IHC Riparian Site or the Facilities as a result of releases of hazardous substances, or discharges of oil, including but not limited to, costs of Natural Resource Damage Assessment, oversight costs, costs of restoration, rehabilitation, or replacement of injured natural

resources or acquisition of equivalent resources, and compensation for loss of use, loss of intrinsic values, diminution or impairment of any other value of natural resources, and each of the categories of recoverable damages described in 43 C.F.R. § 11.15.

"Natural Resource Damage Assessment" means any plans, studies, or activities performed to determine injury to or destruction or loss of natural resources or resource services, to quantify the injury to or destruction or loss of natural resources or resource service, to evaluate alternatives for the restoration, rehabilitation, or acquisition of the equivalent of injured or lost Natural Resources or resource services, to value the injury to or destruction or loss of Natural Resources or any gains from resource restoration projects, to develop plans for restoration, rehabilitation, or acquisition of the equivalent of injured or lost resources or resource services, and/or any similar activities.

"NOAA" shall mean the National Oceanic and Atmospheric Administration of the United States Department of Commerce.

"Oil" shall mean any "oil" defined as such under Section 311(a)(1) of the CWA, 33 U.S.C. § 1321(a)(1), and Section 1001(23) of OPA, 33 U.S.C.§ 2701(23).

"Oil Response" shall mean an action required or performed by the United States to contain or remove oil sheens or films or shoreline contamination caused by a sheen or film that would constitute a Response Agency Covered Matter under OPA in response to Oil that migrates from Existing Contamination on Upland Areas of Facilities after the lodging of this Consent Decree into the Site and which migration causes a film or sheen upon the surface of water within the Site.

"OPA" shall mean the Oil Pollution Act, 33 U.S.C. § 2701, *et seq.*

"Parties" shall mean the United States, the State of Indiana, and Settling Defendants.

"Protectable Property Interest" shall mean any interest in real property, other than title, that is: (1) approved by the Trustees; and (2) conveyed to an appropriate party under Section VI of this Consent Decree, including but not limited to conservation easements.

"Response Agency Covered Matters" shall mean any and all claims for response or removal action or response or removal costs by or on behalf of the United States or State with respect to Existing Contamination within the Site under: CERCLA Sections 106, 107, and 113, 42 U.S.C. §§ 9606, 9607and 9613; Clean Water Act Sections 309(b), 311, 504, and 505, 33 U.S.C. §§ 1319(b), 1321, 1364, and 1365; RCRA Sections 3004(u), 3004(v), 3008 (h), 7002, and 7003, 42 U.S.C. §§ 6924(u), 6924(v), 6928(h), 6972, and 6973; Sections 7 and 13 of the Rivers and Harbors Act, 33 U.S.C. §§ 407 and 413; Sections 7, 16, and 17 of the Toxic Substances Control Act, 15 U.S.C. §§ 2606, 2615 and 2616; OPA Sections 1002, 1005, and 1006, 33 U.S.C. §§ 2702, 2705 and , 2706; Indiana Code §§ 13-25-4 (Hazardous Substances Response Trust Fund), 13-24 (Petroleum Releases), 34-19-1 (Nuisance Actions), 13-14-10-2 (Danger from pollution sources--suit by Commissioner), 13-18-4-4 (Commissioner to take appropriate steps to prevent pollution), 13-18-4-5 (Actions which cause or contribute to polluted condition of waters prohibited), 13-18-4-6 (Determination by Commissioner of violation of IC 13-18-4-5),13-22-13 (Corrective actions), 13-22-14 (Enforcement), 13-30-1 (Standing to sue for declaratory and equitable relief), 13-30-2 (Prohibited Acts), 13-30-3 (Investigated of violations), 13-30-9 (Environmental legal actions); and 329 Indiana Administrative Code 7-1, Indiana Scoring Model).

"Restoration Property" means any parcels of land identified and described in Appendix C,

as well as any Protectable Property Interests therein that are conveyed pursuant to this Consent Decree.

"RCRA" shall mean the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 *et seq.,* commonly known as the Resource Conservation and Recovery Act.

"Settling Defendants" shall mean Atlantic Richfield Company, ARCO Environmental Remediation, L.L.C., BP Products North America Inc., E.I. du Pont de Nemours and Company, Exxon Mobil Corporation, GATX Corporation, Georgia-Pacific Corporation, Ispat Inland Inc., and United States Steel Corporation.

"Settling Defendants' Related Parties" shall mean: (1) Settling Defendants' affiliates, predecessors, predecessors in title, successors, successors in title after the Effective Date of this Consent Decree, and assigns, and all persons, firms, and corporations acting under the control or direction of any Settling Defendant, but only to the extent that the alleged liability of any such related person or entity is based on the alleged liability of the Settling Defendant or a predecessor of a Settling Defendant; (2) certain other parties listed on Appendix D that presently operate, or have previously operated at any of the Facilities; and (3) Settling Defendants' officers, directors, trustees, servants, and employees, but only to the extent that the alleged liability of such person is based on the person's status as an officer, director, trustee, servant, or employee of the Settling Defendant or as a result of conduct within the scope of such person's employment or authority.

"State" shall mean the State of Indiana, including the Indiana Co-Trustees for natural resource damages, IDEM, and IDNR.

"Trustees" shall mean the Secretary of the United States Department of the Interior, acting through FWS and the National Park Service, the Secretary of the United States Department of

Commerce, acting through NOAA, and the duly designated officials of IDEM and IDNR, and each shall be a "Trustee."

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

"Upland Areas of Facilities" shall mean all portions of the Facilities that are not part of the surface water, sediments, adjacent shoreline, or contiguous wetlands of the East or West Branches of the Grand Calumet River, the Grand Calumet Lagoons, the Indiana Harbor Ship Canal, Lake Mary, the Lake George Branch, the associated turning basin, the Indiana Harbor, nearshore Lake Michigan, or other associated water bodies and the wetland and riparian habitats closely associated with those water bodies.

"Work" shall mean all activities the Settling Defendants are required to perform pursuant to paragraph 7 of this Consent Decree.

V. STATEMENT OF PURPOSE

5. The objectives of the Parties in entering into this Consent Decree are to:

- provide for restoration, replacement, or acquisition of the equivalent of Natural Resources allegedly injured, destroyed, or lost at the GCR/IHC Riparian Site;

- provide for the reimbursement by the Settling Defendants of a share of the Trustees' alleged Damage Assessment Costs;

- resolve the Settling Defendants' alleged liability for Natural Resource Damages at the GCR/IHC Riparian Site as provided herein; and

- avoid further transaction costs and protracted litigation.

VI. OBLIGATIONS OF SETTLING DEFENDANTS

6. Payment of Restoration Costs. Each Settling Defendant agrees to pay to the United States and the State of Indiana the sum set forth in Appendix E for that Settling Defendant on or as of the dates indicated in the schedule of payments in Appendix F, which amounts, if paid by all parties in accordance with the terms hereof, will total $56,353,000, plus accrued interest as required by subparagraph b. Such sums shall be used by the Trustees to plan and implement projects to restore, replace, or acquire the equivalent of natural resources injured at the GCR/IHC Riparian Site.

a. Within sixty (60) days after the Effective Date of this consent decree, each Settling Defendant shall make an initial payment, as set forth in Appendix F.

b. All payments under this section shall be made by Electronic Funds Transfer (FedWire) in accordance with Appendix G. The first payment made by each Settling Defendant shall not include Interest if it is timely made. Any payments subsequent to the first payment shall include Interest from the Effective Date. Each Settling Defendant is solely responsible for its designated amount or activity in lieu thereof and the failure of any Settling Defendant to pay its designated amount, or Interest thereon, in whole or part, or otherwise fail to perform as required herein, shall not affect the obligations and rights of any other Settling Defendant under this Consent Decree. The Trustees shall hold all funds in the Interior NRDAR Account, including return on investments or accrued interest, subject to the provisions of this Decree and any memorandum of understanding entered into by the Trustees. The Trustees retain the ultimate obligation and responsibility to use the funds received for Natural Resource Damages in accordance with the provisions of CERCLA, this Decree, and other relevant federal

and state law governing use of recoveries for Natural Resource Damages.

7. Conveyance of Restoration Properties/Facilities and Financing of Restoration

a. In further consideration of the covenants contained herein, each Settling Defendant with property listed in Appendix C will convey, or cause to be conveyed, to an appropriate party in accordance with Section VI of this Consent Decree, title to, or a Protectable Property Interest in, the real property specified in Appendix C for that Settling Defendant, for the purposes described therein. Each Settling Defendant possessing title to or a Protectable Property Interest in such property is solely responsible for the conveyance of such title or Protectable Property Interest, and the failure of any Settling Defendant to convey such title or Protectable Property Interest in whole or part in accordance with this Paragraph, shall not affect the obligations and rights of any other Settling Defendant under this Consent Decree.

b. (i) Each individual Settling Defendant with property listed on Appendix C, at its sole expense, shall cause title to, or a Protectable Property Interest in, the parcels listed for it on Appendix C, which cumulatively total approximately 233 acres of critical habitat, including the DuPont Dune and Swale parcel (approximately 172 acres), the Amoco Wetlands parcel (approximately 25 acres), the Lake Mary parcel (approximately 25 acres), the Georgia-Pacific parcel(s)(approximately 1 acre in total), and other parcels, as described in Appendix C to be transferred to a party or parties acceptable to the Trustees. Additionally, Georgia-Pacific will transfer to a party or parties acceptable to the Trustees a portion of the wetlands along the Grand Calumet River (as the remainder of the property offered by Georgia-Pacific is currently undergoing RCRA closure, upon completion of all closure requirements, Georgia-Pacific will transfer the remainder of the parcel to the Indiana Department of Natural Resources).

(ii) These Restoration Properties will be administered by the receiving party or parties for the purpose of protecting and restoring, or replacing injured natural resources in the GCR/IHC Riparian Site, and the receiving party commits not to use such property in a manner incompatible with the preservation of its habitat value. The Restoration Properties set forth in Appendix H have been approved by the Trustees for conveyance of title or other Protectable Property Interest (including conservation easements or similar land use restrictions) and are exempt from Paragraph 7(c).

c. For each Restoration Property to be conveyed to a Trustee or Trustee agency, the Trustees may perform a hazardous materials and oil survey and pre-closing land inspection prior to or promptly following, but no later than ninety (90) days from the effective date of this Consent Decree. The Trustees shall have the unconditional right to reject conveyance of any such Restoration Property following completion of such survey and inspection. Should the Trustees reject any property pursuant to this paragraph, and should a mutually agreeable entity that would preserve the property in perpetuity not be identified, the provisions of subparagraph 7(f) of this Consent Decree regarding identification and conveyance of substitute properties shall apply. Upon completion of its surveys and inspections of all of the Restoration Properties subject to this subparagraph, the Trustees will notify the Settling Defendants of the Trustees' acceptance or rejection of each property.

d. The Restoration Properties to be conveyed to the Trustees or Trustee agencies will be conveyed in accordance with the following provisions:

(1) Within 90 days of the later of the effective date of this Consent Decree or the Trustees' acceptance of each Restoration Property, each Settling Defendant with

property listed on Appendix C shall cause deeds conveying the accepted Restoration Property to be executed and delivered to the respective Trustees. Within 45 days of the later of such acceptance or the Effective Date of this Consent Decree, the Settling Defendants shall cause the following items to be submitted to the Trustees for review:

(i) Draft deeds or other instruments that are enforceable under the laws of the State of Indiana, free and clear of liens but subject to encumbrances of record (provided that those encumbrances do not preclude preservation and conservation activities consistent with the Trustees' objectives to protect and restore natural resources) and otherwise acceptable under the Attorney General's Title Regulations promulgated pursuant to 40 U.S.C. § 255; and

(ii) A current title commitment or report prepared in accordance with the U.S. Department of Justice Standards for the Preparation of Title Evidence in Land Acquisitions by the United States (2001) (the "Standards").

(2) Within 30 days of the later of the Trustees' approval and acceptance of the deeds or other instruments (including conservation easements or similar land use restrictions) or the Effective Date of this Consent Decree, each Settling Defendant with property listed on Appendix C shall cause title searches to be updated and, if it is determined that nothing has occurred since the effective date of the commitments or reports to affect the titles adversely, shall cause deeds or other instruments to be delivered to the Trustees with final title evidence acceptable under the Standards for each Restoration Property listed for that Settling Defendant in Appendix C.

e. The Restoration Properties to be conveyed to a mutually acceptable entity

(other than a Trustee or Trustee agency) will be conveyed in accordance with the following provisions:

(1) Within 45 days of the effective date of this Consent Decree , each Settling Defendant with property listed on Appendix C shall cause the following items to be submitted to the Trustees and mutually acceptable entity for review:

(i) Draft deeds or other instruments (including conservation easements or similar land use restrictions) that are enforceable under the laws of the State of Indiana, free and clear of liens but subject to encumbrances of record (as long as those encumbrances do not preclude preservation); and

(ii) A current title commitment or report prepared in accordance with customary practice in Lake County, Indiana.

(2) Within 30 days of the later of the Trustees' and mutually acceptable entity's approval of a Settling Defendant's deed(s) or other instrument(s) (including conservation easements or similar land use restrictions) or the Effective Date of this Consent Decree, that Settling Defendant with property listed on Appendix C shall cause title searches to be updated and, if it is determined that nothing has occurred since the effective date of the commitments or reports to affect the titles adversely, shall cause deeds or other instruments to be executed and delivered to the mutually acceptable entity with the final title evidence.

f. Substitute Restoration Properties. If satisfactory title to any Restoration Property cannot be conveyed to a Trustee or other acceptable entity, or if conveyance is rejected pursuant to subparagraph 7(c) above or otherwise is not feasible, the Trustees and the Settling Defendant whose restoration property could not be satisfactorily conveyed shall identify

substitute Restoration Property or Properties at comparable cost which would provide substantially equivalent benefits to Natural Resources as those rejected or deemed unsatisfactory or infeasible to convey. The Settling Defendants shall cause conveyance of the substitute Restoration Property, to the Trustees or other mutually acceptable entity, in accordance with the revised schedules and conditions mutually agreed upon by the Settling Defendant and Trustees.

8. Payment of Assessment Costs. Within 30 days after the Effective Date of this Consent Decree, each Settling Defendant shall pay the sum for Assessment Costs set forth in Appendix E, so that, in effect, the Trustees receive $2.7 million in reimbursement of assessment costs, as follows:

a. Within 30 days after the Effective Date of this Decree, each Settling Defendant shall pay the sum provided in Appendix E to Interior for reimbursement of Damage Assessment Costs by FedWire Electronic Funds Transfer ("EFT" or wire transfer) to the U.S. Department of Justice account in accordance with current electronic funds transfer procedures set forth in Appendix G.

b. Within 30 days after the Effective Date of this Decree, each Settling Defendant shall pay the sum provided in Appendix E to IDEM for reimbursement of Damage Assessment Costs. Payment to the "Indiana Department Environmental Management, Hazardous Waste Site State Cleanup (NRD) Account, Number shall be completed by Electronic Wire Transfer (EFT) to National City Bank, Indianapolis, Account Number Transit/ABA Routing Number Notification of this EFT should be sent at least 24 hours in advance of transfer to:

Ms. Christi Bunch
Indiana Department of Environmental Management
Office of Management and Budget Administration
100 North Senate Avenue
P.O. Box 7060
Indianapolis, Indiana 46207-7060
(317 Phone)
(317/234-2535 – FAX)

and

Ms. Elizabeth Admire
Indiana Department of Environmental Management
Office of Legal Counsel
100 North Senate Avenue – N1301
P.O. Box 6015
Indianapolis, IN 46206-6015
(317/ Phone)
(317/233-5517 – FAX)

VII. COMPLIANCE WITH APPLICABLE LAW

9. All activities undertaken by any Settling Defendant pursuant to this Consent Decree shall be performed in accordance with the requirements of applicable federal and state laws and regulations.

VIII. STIPULATED PENALTIES

10. Each Settling Defendant shall be liable for stipulated penalties in the amounts set forth in Paragraph 11 to the United States and the State for such Defendant's failure to comply with the requirements of this Consent Decree specified below, unless excused under Section XVIII (Force Majeure). "Compliance" by a Settling Defendant shall mean completion of the payments and the conveyance of property or property interests required under this Consent Decree in accordance with all applicable requirements of law and this Consent Decree.

11. The following stipulated penalties shall accrue per violation or noncompliance per

day for any failure by a Settling Defendant to timely make payments or convey any Restoration Properties in accordance with the requirements of this Consent Decree:

Penalty Per Violation or Noncompliance Per Day	Period of Noncompliance
$ 1000	1st through 30th day
$ 3000	30th through 60th day
$ 6000	Each day after the 60th day

12. All stipulated penalties shall be due and payable to the Plaintiffs within 30 days of a Settling Defendant's receipt from Plaintiffs of a demand for payment of the penalties. All payments of stipulated penalties under this Section shall be made as follows:

a. 50% of the stipulated penalty amount shall be paid by certified or cashier's check(s) made payable to the "Treasurer, United States of America," shall be tendered to the Financial Litigation Unit of the Office of the United States Attorney for the Northern District of Indiana, and shall be accompanied by a letter indicating that the payment is for stipulated penalties under this Consent Decree, and referencing the case name and civil action number, DOJ Case No. 90-5-2-1-07043, and the Settling Defendant's name and address.

b. 50% of the stipulated penalty amount shall be paid by certified or cashier's check(s) made payable to "Cashier, Indiana Department of Environmental Management," shall be tendered to the Indiana Department of Environmental Management, Office of Legal Counsel, and shall be accompanied by a letter indicating that the payment is for stipulated penalties under this Consent Decree, and referencing the case name and civil action number, and the Settling Defendant's name and address.

c. Copies of the transmittal letters and checks shall be sent to the United States and to the State in the manner provided by Section XVI (Notices and Submissions).

13. a. If a Settling Defendant fails to pay stipulated penalties when due, Plaintiffs may institute proceedings to collect the penalties, as well as Interest. Such Settling Defendant shall pay Interest on the unpaid balance, which shall begin to accrue on the date of a demand for payment made by the Plaintiffs.

b. Nothing herein shall preclude the simultaneous accrual of penalties for separate violations of this Consent Decree.

c. The payment of penalties shall not alter in any way a Settling Defendant's obligations to make the payments and complete the conveyance of property or property interests required under this Consent Decree.

d. Nothing in this Consent Decree shall be construed as prohibiting, altering, or in any way limiting the ability of the United States or the State to seek any other remedies or sanctions available by virtue of a Settling Defendant's violation of this Decree or of the statutes and regulations upon which it is based.

e. Notwithstanding any other provision of this Section, the Trustees may, in their unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Consent Decree.

IX. COVENANTS NOT TO SUE BY THE UNITED STATES AND THE STATE FOR NATURAL RESOURCE DAMAGES AND RESPONSE AGENCY COVERED MATTERS

14. In consideration of the conveyance of property or property interests and payments that will be made by each Settling Defendant under the terms of this Consent Decree, and except

as specifically provided in Paragraphs 15, 16 and 19 of this Section, the United States and the State covenant not to sue or take administrative action against any Settling Defendant or any of Settling Defendants' Related Parties for:

a. recovery, pursuant to any statutory authority or the common law, of Natural Resource Damages, as defined herein;

b. Response Agency Covered Matters, other than for the cost of or performance of Oil Response, arising from Existing Contamination (i) in the GCR/IHC Riparian Site on or before the date of lodging of this Consent Decree, or (ii) that migrates from the Upland Areas of the Facilities into the Site after the date of lodging of this Consent Decree;

c. the release of Existing Contamination not subject to an NPDES permit from the Facilities or the removal or remediation of Existing Contamination from/in the sediments of the Grand Calumet River and/or Indiana Harbor Canal under Section 309(a) of the Clean Water Act, 33 U.S.C. 1319(a), except as set forth in Paragraph 19.d.(1) and (2) of this Consent Decree;

d. liability solely and directly attributable to the acts and omissions of Plaintiffs or of persons acting at their direction, in the performance of any restoration or response action that might be implemented in the GCR/IHC Riparian Site;

e. liability for releases of hazardous substances or oil on or from Upland Areas of Facilities solely and directly attributable to the acts and omissions of the Plaintiffs or persons acting at their direction, in the performance of any restoration action that might be implemented at the Upland Areas of Facilities; and

f. the matters addressed in this Consent Decree under applicable common

law.

15. Nothing in this Consent Decree shall be deemed to limit any authority of the United States or the State:

a. to take any and all appropriate response actions to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Hazardous Substances or Oil on, at, or from the GCR/IHC Riparian Site; or

b. subject to the limitations of Paragraph 14, to direct or order such action or to seek an order from the Court, to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Hazardous Substances or Oil on, at, or from the GCR/IHC Site.

16. Nothing in this Consent Decree shall affect in any way, the pre-existing rights and obligations of either Plaintiff or any of the Settling Defendants under any consent decree, or judicial or administrative order, applicable to any Facility or area within the GCR/IHC Riparian Site, that was entered or issued prior to the Effective Date of this Consent Decree.

17. These covenants not to sue extend only to Settling Defendants and Settling Defendants' Related Parties, and do not extend to any other person.

18. These covenants not to sue shall take effect on the Effective Date of this Consent Decree. These covenants not to sue are conditioned upon the satisfactory performance by the Settling Defendants of their obligations under this Consent Decree. However, the failure of one Settling Defendant to perform shall not affect the continued effectiveness of these covenants with respect to any other Settling Defendant.

X. RESERVATION OF RIGHTS BY THE UNITED STATES AND THE STATE

19. a. The covenants not to sue in Section IX of this Consent Decree do not

apply to any matters other than those expressly specified therein. Notwithstanding any other provision of this Consent Decree, the United States and the State reserve, and this Consent Decree is without prejudice to, all rights against each Settling Defendant with respect to all other matters, including but not limited to:

(1) liability for failure of that Settling Defendant to meet a requirement of this Consent Decree;

(2) claims arising from the past, present or future release or threat of release of Hazardous Substances, or from the past, present or future discharge or substantial threat of discharge of Oil, other than at or from the GCR/IHC Riparian Site or the Facilities;

(3) liability for Natural Resource Damages, Damage Assessment Costs, and Response Agency Covered Matters resulting from a release or threat of release or discharge of Hazardous Substances or Oil, other than Existing Contamination, by that Settling Defendant which occurs after the date of lodging of this Consent Decree and which results in injury to, destruction of, or loss of Natural Resources, or which may present an imminent and substantial endangerment to the public health or welfare and the environment; and

(4) liability to the United States under OPA of the owner or operator of a Facility at the time of a release of Oil from Existing Contamination for the costs of, or the performance of , Oil Response.

b. Notwithstanding any other provision of this Consent Decree, the United States and the State reserve the right to institute proceedings against the Settling Defendants in this action seeking recovery of Natural Resource Damages and/or Response Costs based on:

(1) conditions with respect to the GCR/IHC Riparian Site, unknown to the United States and the State of Indiana as of the date of lodging of this Consent Decree

("Unknown Conditions") that:

(i) for the recovery of Response Costs, present an imminent and substantial endangerment to the public health or welfare and the environment; or

(ii) for the recovery of Natural Resource Damages, result in injury, destruction, or loss of Natural Resources, or

(2) information received by the United States or the State of Indiana after lodging of this Consent Decree ("New Information"), which indicates that there is injury to, destruction of, or loss of Natural Resources of a type that was unknown to the United States and the State of Indiana as of the date of lodging of this Consent Decree.

c. The following shall not be considered Unknown Conditions or New Information for the purpose of this Paragraph 19: (i) an increase solely in the United States' or the State of Indiana's assessment of the magnitude of or the cost to restore the injury to, destruction of, or loss of Natural Resources at the Site or the Facilities; (ii) a determination by the United States or the State of Indiana that a previously known Natural Resource injury related to the GCR/IHC Riparian Site or the Facilities was caused by a substance not previously identified; or (iii) injury to, destruction of, or loss of Natural Resources arising from the re-exposure, re-suspension, or migration of Existing Contamination.

d. Notwithstanding any other provision of this Consent Decree, the United States and the State reserve the right to institute proceedings against a Settling Defendant or Settling Defendant Related Party that is the owner or operator of a Facility for Response Agency Covered Matters to address or to recover the costs of addressing a release of Existing Contamination from such Facility to the GCR/IHC Riparian Site that occurs after the date that the Trustees in writing have determined that restoration activities (excluding long term

maintenance and monitoring) have been completed within all portions of the Site upstream, adjacent to, and at least 500 yards downstream of that Facility, subject to the following conditions:

(1) the proceeding shall be brought solely under legal authority which authorizes the United States or the State to address, or to recover the costs of addressing, the presence of Existing Contamination on the Upland Portions of the Facility ("Upland Authority"), and the proceeding shall only include Response Agency Covered Matters and actions under Section 309(a) of the Clean Water Act, 33 U.S.C. § 1319(a), to address or to recover the costs of addressing migration from that Existing Contamination based upon legal authority derivative of the Upland Authority.

(2) the proceedings allowed by this Subparagraph 19.d. shall solely address Response Agency Covered Matters and actions under Section 309(a) of the Clean Water Act, 33 U.S.C. § 1319(a), arising from the post-certification release of Existing Contamination to the GCR/IHC Riparian Site described above; and

(3) a Settling Defendant subject to this Subparagraph 19.d. shall retain any defenses, including affirmative defenses, it may have to any suit or administrative action brought by the United States or the State, and nothing in this Consent Decree shall be construed to waive any of those defenses.

e. Subparagraph 19.d. shall not apply to:

(1) United States Steel Corporation and United States Steel Corporation's Related Parties; or

(2) Any other Settling Defendant or Settling Defendant Related Party that the United States and the State, in their unreviewable discretion, determine in writing, is subject

to a negotiated compliance order or consent decree under which the United States or the State has the authority to require such party to address Existing Contamination that is released from that entity's Facility to the GCR/IHC Riparian Site after the determination of completeness of restoration by the Trustees as provided in Subparagraph 19.d.

XI. COVENANTS NOT TO SUE BY SETTLING DEFENDANTS

20. Except as specifically provided in Section XII, Settling Defendants hereby covenant not to sue or assert any civil or administrative claim or cause of action against the United States or the State including, but not limited to: (i) any direct or indirect claim for reimbursement from the Hazardous Substance Superfund through CERCLA Sections 106(b)(2), 107, 111, 112, or 113, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, the Oil Spill Liability Trust Fund through OPA Sections 1008 and 1013, 33 U.S.C. §§ 2708 and 2713, or any other provision of law; or (ii) any claims against the United States, including any department, agency or instrumentality of the United States, under CERCLA Sections 107 or 113, 42 U.S.C. §§ 9607 or 9613, for:

a. Recovery, pursuant to any statutory authority or the common law, of Natural Resource Damages, as defined herein;

b. Response Agency Covered Matters, other than for the cost of or performance of Oil Response, arising from Existing Contamination (i) in the GCR/IHC Riparian Site on or before the date of lodging of this Consent Decree, or (ii) that migrates from the Upland Areas of the Facilities into the Site after the date of lodging of this Consent Decree.

21. This covenant not to sue shall take effect upon the effective date of this Consent Decree. The continued effectiveness of any Settling Defendant's covenants set forth in this Section is conditioned upon the continued effectiveness of the covenants of the United States and

State provided to that Settling Defendant pursuant to paragraph 14 above.

22. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of CERCLA Section 111, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

23. Waiver of Claims Against Other Persons. Each Settling Defendant agrees not to assert any claims and to waive all claims or causes of action that it may have against all persons other than the United States and the State for all matters covered under this Consent Decree, including for contribution; provided, however, that each Settling Defendant reserves the right to assert and pursue all claims, causes of action, and defenses against any person in the event such person first asserts, and for so long as such person pursues, any claim or cause of action against that Settling Defendant or that Settling Defendant's Related Parties; and provided further that nothing in this Consent Decree shall operate to waive or release any claim or action by a Settling Defendant under any contract, including any contract of insurance, or under any theory against a person not a Party to this Consent Decree that a Settling Defendant alleges to be jointly responsible for any release or threatened release from or at the Settling Defendant's Facility, but only to the extent of that person's responsibility for the release or threatened release at or from the Settling Defendant's Facility.

XII. SETTLING DEFENDANTS' RESERVATION OF RIGHTS

24. a. The Settling Defendants reserve, and this Consent Decree is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his office or employment under circumstances where the United

States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, any such claims shall not include a claim for any damages caused, in whole or in part, by the act or omission of any person, including any contractor, who is not a federal employee as that term is defined in 28 U.S.C. § 2671; nor shall any such claim include a claim based on EPA's selection of response actions, if any. The foregoing applies only to claims which are brought pursuant to any statute other than CERCLA and for which the waiver of sovereign immunity is found in a statute other than CERCLA. The Settling Defendants also reserve, and this Consent Decree is without prejudice to, claims against the United States or the State arising out of any response or restoration activities of the United States, the State or their contractors' conduct in the GCR/IHC Riparian Site, including without limitation, the disposal of any sediments or other materials that are dredged or excavated from the GCR/IHC Riparian Site, which cause a substantial increase in the cost of performing *response actions at any Facility.*

b. Notwithstanding any other provision of this Decree, the covenant not to sue in Section XI shall apply only to matters addressed in Section XI and is without prejudice to Settling Defendants' reservation of their right to assert any claim, counterclaim or defense in the event any claim is asserted by the United States or the State against the Settling Defendants in any future cause of action or existing or future administrative claim or action reserved by the United States and the State in Section X arising from the same matters, transactions, or occurrences as are raised in or directly related to the claim of the United States or the State against the Settling Defendants.

c. Nothing in this Consent Decree shall limit the scope or effect of any covenant not to sue in any other agreement.

XIII. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

25. The Parties agree, and by entering this Consent Decree this Court finds, that each Settling Defendant and each Settling Defendant's Related Parties are entitled, as of the effective date of this Consent Decree, to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), or other federal or state law, for matters addressed in this Consent Decree. The "matters addressed" in this Consent Decree are:

a. Natural Resource Damages, as defined herein.

b. Response Agency Covered Matters (or the same statutory claims set forth within that defined term by whomever pursued), as described in Paragraph 14.b.

c. Costs arising from the acts or omissions of Plaintiffs or of persons acting at their direction, in performance of any restoration action, including, but not limited to, sediment dredging and disposal, that might be implemented in the GCR/IHC Riparian Site.

26. Each Settling Defendant agrees that with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree, it will notify in writing the United States and the State within 10 days of service of any complaint on them. In addition, each Settling Defendant shall notify the United States and the State within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial.

27. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, recovery of response costs, or other appropriate relief relating to the GCR/IHC Riparian Site, the Settling Defendants 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 by the United States or the State in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section IX (Covenants Not to Sue by the United States and the State).

XIV. RETENTION OF JURISDICTION

28. This Court retains jurisdiction over both the subject matter of this Consent Decree and Settling Defendants for the duration of the performance of this Consent Decree for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this Consent Decree, or to effectuate or enforce compliance with its terms.

XV. MODIFICATION

29. There shall be no modification of this Consent Decree after its entry by the Court without written agreement of all the Parties to the Consent Decree and approval by the Court.

XVI. NOTICES AND SUBMISSIONS

30. Whenever, under the terms of this Consent Decree, written notice is required to be given or a report or other document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. Notice to the Trustees shall be considered effective when received by the United States' Project Coordinator, IDEM's listed contact, and IDNR's listed contact. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, the State, the Trustees, and the Settling Defendants, respectively.

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044
Re: DJ # 90-11-3-1683

Office of the Solicitor
U.S. Department of Interior
1849 C Street, N.W.
Room 6557
Washington, DC 20240
Re: Grand Calumet River/Indiana Harbor Canal Riparian Site

Project Coordinator, EBGCR Site
Fish and Wildlife Service
U.S. Department of Interior
620 South Walker Street
Bloomington, Indiana 47403-2121

Marguerite Matera
Senior Attorney
NOAA Office of General Counsel
One Blackburn Drive, Suite 205
Gloucester, MA 01930

Director, Superfund Division
U.S. EPA - Region V
77 West Jackson Blvd.
Chicago, Illinois 60604-3590

As to the State:

Steve Griffin
Deputy Attorney General
Office of the Attorney General
Indiana Government Center South, 5th Floor
402 West Washington Street
Indianapolis, Indiana 46204-2770

Nancy King
Office of Legal Counsel
Indiana Department of Environmental Management
100 North Senate Avenue, Room 1307
P.O. Box 6015
Indianapolis, Indiana 46206-6015

Greg Ellis
Fish and Wildlife Division
Department of Natural Resources
Indiana Government Center South
402 West Washington, Room W255D
Indianapolis, Indiana 46204

As to the Settling Defendants:

Charles R. McElwee, II
Squire, Sanders & Dempsey, L.L.P.
One Maritime Plaza
Suite 300
San Francisco, California 94111

C. Daniel Baker
Senior General Attorney
Environmental and Real Estate
U.S. Steel Corporation
Law Department
600 Grant Street
Pittsburgh, PA 15219-2800

XVII. ASSURANCE OF ABILITY TO SATISFY OBLIGATIONS

31. a. Within 30 days of entry of this Consent Decree, each Settling Defendant, except United States Steel Corporation, shall establish and maintain financial security in the amount of the Restoration Cost Payment for each Defendant, as set forth in Appendix E, in one or more of the following forms:

(1) A surety bond guaranteeing satisfaction of such Settling Defendant's obligation;

(2) One or more irrevocable letters of credit equaling the total

Restoration

Cost Payment for which such Settling Defendant is responsible;

(3) A trust fund;

(4) A guarantee to make the required Restoration Cost Payments by the Settling Defendant's parent corporation or subsidiaries, or by one or more unrelated corporations that have a substantial business relationship with the Settling Defendant;

(5) A demonstration that the Settling Defendant satisfies the requirements of 40 C.F.R. Part 264.143(f); or

(6) Any other method(s) acceptable to the United States and the State.

b. If the Settling Defendant seeks to demonstrate the ability to satisfy its obligations through a guarantee by a third party pursuant to Paragraph 31(a)(4) of this Consent Decree, Settling Defendant shall demonstrate that the guarantor satisfies the requirements of 40 C.F.R. Part 264.143(f). If Settling Defendant seeks to demonstrate its ability to satisfy its obligations by means of the financial test or the corporate guarantee pursuant to Paragraph 31(a)(4) or (5), they shall resubmit to Interior and the State sworn statements conveying the information required by 40 C.F.R. Part 264.143(f) annually, on the anniversary of the effective date of this Consent Decree. In the event that Interior, after a reasonable opportunity for review and comment by the State, determines at any time that the financial assurances provided pursuant to this Section fail to satisfy the requirements of Paragraph 31.a. above, Settling Defendant shall, within 30 days of receipt of notice of such determination, obtain and present to Interior for approval one of the other forms of financial assurance listed in Paragraph 31.a. of this Consent Decree. A Settling Defendant's inability to demonstrate financial ability to satisfy its obligations under this Consent Decree shall not excuse performance of any other activities required under

this Consent Decree.

c. A Settling Defendant may change the form of financial assurance provided under this Section at any time, upon notice to and approval by Interior and the State, provided that the new form of assurance meets the requirements of this Section. In the event of a dispute, the Settling Defendant may change the form of the financial assurance only in accordance with the final administrative or judicial decision resolving the dispute.

d. United States Steel Corporation shall establish and maintain financial security in the amount designated for United States Steel in Appendix E, through exercise of the procedures established in Appendix I, or the procedures established under Paragraph 31.a-c, above.

XVIII. *FORCE MAJEURE*

32. If any event occurs or has occurred that may prevent or delay the performance of any obligation under Paragraph 7 (relating to conveyances of Restoration Properties) of this Consent Decree, whether or not caused by a *force majeure* event, the involved Settling Defendant(s) shall notify the Trustees within four days of when such Settling Defendant(s) first knew or should have known that the event might cause a delay. Within ten days thereafter, the involved Settling Defendant(s) shall provide a written explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; and the rationale for attributing such delay to a *force majeure* event. Failure to comply with the above requirements shall preclude such Settling Defendant(s) from asserting any claim of *force majeure* for that event. Such Settling Defendant(s) shall be deemed to have notice of any circumstances of which its contractors or

subcontractors had or should have had notice.

33. If the Trustees agree that the delay or anticipated delay is attributable to a *force majeure* event, the time for performance of the obligations under Paragraph 7 of this Consent Decree that are affected by the *force majeure* event will be extended by the Trustees for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the *force majeure* event shall not, of itself, extend the time for performance of any other obligation. If the Trustees do not agree that the delay or anticipated delay has been or will be caused by a *force majeure* event or do not agree with the duration of the requested extension, the Trustees will notify the involved Settling Defendant(s) in writing of their decision. The Settling Defendant(s) shall be bound by the decision unless, within twenty days after receipt of the Trustee's decision, the involved Settling Defendant(s) file(s) a motion asking this Court to resolve the dispute.

XIX. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

34. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment in accordance with CERCLA Section 122, 42 U.S.C. § 9622, and 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that the Consent Decree is inappropriate, improper, or inadequate. The Settling Defendants consent to the entry of this Consent Decree without further notice.

35. If for any reason the Court should decline to approve this Consent Decree in the form presented, or if approval and entry of this Consent Decree is subsequently vacated on appeal of such approval and entry, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XX. APPENDICES

36. The following appendices are attached to and incorporated into this Consent Decree: Appendix "A" is a list of the Facilities; Appendix "B" is an illustrative map of the GCR/IHC Riparian Site; Appendix "C" is a list of Properties or Property Interests to Be Conveyed; Appendix "D" is a list of companies associated with certain Settling Defendants, who are covered by the terms of this Consent Decree; Appendix "E" identifies each Settling Defendant's responsibility for Restoration and Assessment Costs; Appendix "F" is the Payment Schedule for Restoration Costs; Appendix "G" is payment instructions; Appendix "H" is a list of pre-approved Restoration Properties; and Appendix "I" is the United States Steel Corporation's financial assurance procedures.

XXI. SIGNATORIES/SERVICE

37. The undersigned representatives of the Settling Defendants, the Assistant Attorney General for the Environment and Natural Resources Division, and the State of Indiana each certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such Party to this document.

38. The Settling Defendants hereby agree not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree unless the United States has notified The Settling Defendants in writing that it no longer supports entry of the Consent Decree.

39. Each Settling Defendant shall identify, on the attached signature page, the name, address and telephone number of an agent who is authorized to accept service of process by mail on behalf of the Settling Defendants with respect to all matters arising under or relating to this Consent Decree. Each Settling Defendant hereby agrees to accept service in that manner and to

waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons.

SO ORDERED THIS ____ DAY OF _____, 2004.

_____

United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States, et al., v. Atlantic Richfield Company, et al. (N.D. Ind.), relating to Natural Resource Damages at the GRC/IHC Riparian Site:

FOR THE UNITED STATES OF AMERICA

KELLY A. JOHNSON
Principal Deputy Assistant Attorney General
Environment and Natural Resources Division

JOHN C. CRUDEN
Deputy Assistant Attorney General
Environment and Natural Resources Division

GREGORY L. SUKYS
Virginia Bar No. 24293
Senior Attorney
Environmental Enforcement Section
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States, et al., v. Atlantic Richfield Company, et al. (N.D. Ind.), relating to Natural Resource Damages at the GRC/IHC Riparian Site:

JOSEPH S. VAN BOKKELEN
United States Attorney
Northern District of Indiana

_____

WAYNE AULT
Assistant United States Attorney
5400 Federal Plaza, Suite 1500
Hammond, Indiana 46320

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States, et al., v. Atlantic Richfield Company, et al. (N.D. Ind.), relating to Natural Resource Damages at the GRC/IHC Riparian Site:

FOR THE STATE OF INDIANA

Date: _____

_____

LORI F. KAPLAN
Commissioner
Indiana Department of Environmental Management

Date: _____

_____

JOHN GOSS
Director
Indiana Department of Natural Resources

Date: _____

_____

ELIZABETH ADMIRE
Natural Resource Co-Trustee
Indiana Department of Environmental Management

Date: _____

_____

JOHN M. DAVIS
Natural Resource Co-Trustee
Indiana Department of Natural Resources

STEVE CARTER
Attorney General of Indiana

By: _____

Date: _____

CHARLES J. TODD

Chief Operating Officer

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States, et al., v. Atlantic Richfield Company, et al. (N.D. Ind.), relating to Natural Resource Damages at the GRC/IHC Riparian Site:

FOR SETTLING DEFENDANT
ATLANTIC RICHFIELD COMPANY

Name of authorized official Stephen A. Elbert
Title President
Address 28100 Torch Parkway, Warrenville, IL 60555

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service	Attorney
The Corporation Trust Company	Ronald J. Ganim
Name	Name
1209 Orange Street Wilmington, DE 19801	4101 Winfield Road Warrenville, IL 60555
Address	Address
Telephone	

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States, et al., v. Atlantic Richfield Company, et al. (N.D. Ind.), relating to Natural Resource Damages at the GRC/IHC Riparian Site:

FOR SETTLING DEFENDANT
ARCO ENVIRONMENTAL REMEDIATION, LLC.

_____
Name of (authorized official) Stephen A. Elbert
Title President
Address 28100 Torch Parkway, Warrenville, IL 60555

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service	Attorney
The Corporation Trust Company	Ronald J. Ganim
Name	Name
1209 Orange Street Wilmington, DE 19801	4101 Winfield Road Warrenville, IL 60555
Address	Address
_____	
Telephone	

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States, et al., v. Atlantic Richfield Company, et al. (N.D. Ind.), relating to Natural Resource Damages at the GRC/IHC Riparian Site:

FOR SETTLING DEFENDANT
BP PRODUCTS NORTH AMERICA INC.

Name of authorized official Dennis J. Seith
Title Vice President
Address 2815 Indianapolis Avenue, Whiting, Indiana 46394

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service	Attorney
The Prentice-Hall Corporation System, Maryland	Ronald J. Ganim
Name	Name
11 East Chase Street Baltimore, Maryland 21202	4101 Winfield Road Warrenville, IL 60555
Address	Address
Telephone	

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States, et al., v. Atlantic Richfield Company, et al. (N.D. Ind.), relating to Natural Resource Damages at the GRC/IHC Riparian Site:

FOR SETTLING DEFENDANT
E.I. DU PONT DE NEMOURS AND COMPANY

Name of authorized official	James B. Porter, Jr.
Title	VP Engineering & Operations
Address	B-10224
Telephone Number	Wilmington, DE 19899

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service	Attorney
Name: Hugh J. Campbell, Jr.	Name
Barley Mill Plaza 27/1366 Wilmington, DE 19805	
Address	Address
Telephone	

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States, et al., v. Atlantic Richfield Company, et al. (N.D. Ind.), relating to Natural Resource Damages at the GRC/IHC Riparian Site:

FOR SETTLING DEFENDANT
EXXON MOBIL CORPORATION

Thomas M MILTON
Name of authorized official
Title Mgr, Global major project Remediation
Address 3225 Gallows Rd, Fairfax, Va 22037
Telephone Number:

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service	Attorney
_____	_____
Name	Name
_____	_____
Address	Address
_____	
Telephone	

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States, et al., v. Atlantic Richfield Company, et al. (N.D. Ind.), relating to Natural Resource Damages at the GRC/IHC Riparian Site:

FOR SETTLING DEFENDANT
GEORGIA PACIFIC CORPORATION

_____
Name of authorized official
Title
Address
Telephone Number

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service	Attorney
_____	_____
Name	Name
_____	_____
Address	Address
_____	
Telephone	

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States, et al., v. Atlantic Richfield Company, et al. (N.D. Ind.), relating to Natural Resource Damages at the GRC/IHC Riparian Site:

FOR SETTLING DEFENDANT
UNITED STATES STEEL

Name of authorized official Stephan K. Todd
Title Vice President, Law and Environmental Affairs
Address 600 Grant Street, Pittsburgh, PA 15219
Telephone Number

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service	Attorney
Name	C. Daniel Baker Name
Address	Senior General Attorney United States Steel Corporation 600 Grant Street Pittsburgh, PA 15219-2800 Address
Telephone	

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States, et al., v. Atlantic Richfield Company, et al. (N.D. Ind.), relating to Natural Resource Damages at the GRC/IHC Riparian Site:

FOR SETTLING DEFENDANT
ISPAT INLAND INC.

_____
Name of authorized official
Title PRESIDENT & CEO
Address 3210 Watling St., East Chicago, IN 46312
Telephone Number (

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service	Attorney
CT Corporation	Mathew S. Scherschel
Name	Name
208 South LaSalle St.	Law Department
Chicago, IL. 60604	Ispat Inland Inc.
	3210 Watling St. - MC 8-110
	East Chicago, IN 46312
Address	Address
_____	
Telephone	

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States, et al., v. Atlantic Richfield Company, et al. (N.D. Ind.), relating to Natural Resource Damages at the GRC/IHC Riparian Site:

FOR SETTLING DEFENDANT
GATX CORPORATION

_____
Ronald J. Ciancio
Vice President, General Counsel and
Secretary
500 West Monroe Street
Chicago, Illinois 60661-3676

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service	Attorney
_____	_____
Name	Name
_____	_____
Address	Address
_____	
Telephone	

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA

UNITED STATES OF AMERICA
AND THE STATE OF INDIANA,

Plaintiffs

v.

Civil No.

ATLANTIC RICHFIELD COMPANY; ARCO ENVIRONMENTAL REMEDIATION, L.L.C.; BP PRODUCTS NORTH AMERICA INC.; E.I. DU PONT DE NEMOURS AND COMPANY; EXXON MOBIL CORPORATION; GATX CORPORATION; GEORGIA-PACIFIC CORPORATION; ISPAT INLAND INC.; AND UNITED STATES STEEL CORPORATION,

Defendants.
_____/

APPENDIX A

LIST OF FACILITIES

SETTLING DEFENDANT	FACILTIES
Atlantic Richfield Company; Arco Environmental Remediation, L.L.C	All real and personal property that Atlantic Richfield Company ("Atlantic Richfield"), ARCO Environmental Remediation LLC ("AERL"), or their predecessors owned, leased, operated or controlled in the cities of East Chicago and Hammond, Indiana, including but not limited to the former refinery properties owned by either ECI, Atlantic Richfield, or any of their predecessors in the cities of East Chicago and Hammond; all associated real property, buildings, docks, man-made structures, tanks, piping and other equipment thereon; all processing, refining, manufacturing, storage, marketing, terminal, transportation, waste treatment, demolition, environmental response and other operations and facilities thereon; and all appurtenant and connecting pipelines.

BP Products North America Inc.	BP Products North America Inc. refinery located in Whiting, East Chicago and Hammond, Indiana including but not limited to its oil and product storage tanks, processing operations, marketing and terminal operations, power and cogeneration operations, docks, wastewater treatment plant, the area known as the J&L site and appurtenant crude oil, product and chemical pipelines and chemical operations conducted by BP Amoco Chemical Company and BP Pipelines (North America) Inc.
E.I. du Pont de Nemours and Company	The DuPont East Chicago facility consists of about 440 acres and is located at 5215 Kennedy Avenue, East Chicago, in Lake County, Indiana. The western boundary of the facility borders Kennedy Avenue. The southern boundary borders the East Branch of the Grand Calumet River. The northern boundary is due south of the Indiana Harbor Belt Railroad tracks. The eastern portion is located on natural dune and swale that extends from the northern boundary southward to the banks of the Grand Calumet.
Exxon Mobil Corporation	Former ExxonMobil refinery, then later petroleum product terminal, located at 3823 Indianapolis Boulevard in East Chicago, Indiana. Other historical company names associated with the site are Socony-Vacuum, Socony-Mobil and Mobil Oil Corporation. The refining process at the site was to manufacture aviation gasoline, automotive fuel, diesel fuel, fuel oil, and kerosene from crude oil. The facility contained storage tanks, piping and processing equipment. The facility is now owned and operated by TransMontaigne Terminaling, Inc. and is used as petroleum product facility.

GATX Corporation	Since its founding in 1898, GATX Corporation, or its affiliates, subsidiaries or predecessors, owned real property in East Chicago, Indiana. It is GATX Corporation's intent that all such real property be a "Facility" for purposes of this Decree. Without limiting the foregoing, the following specific properties are listed: a. Approximately 39.3237 acres of real property, including buildings and railroad track, located at 4245 Railroad Avenue, East Chicago, Indiana. This property was formerly used as a rail car cleaning and repair facility. The property is currently for sale. b. Approximately 123.862 acres of real property, including buildings and railroad track, located at 4520 Euclid Avenue, East Chicago, Indiana, (71.575 acres located on the east side of Euclid Avenue and 52,287 acres located on the west side of Euclid Avenue). This property was formerly used as a rail car manufacturing plant. The plant was closed between 1968 and 1973 and the property subsequently sold. c. A large parcel of real property, including buildings, located at the corner of Railroad Avenue and West Chicago Avenue. This facility was used by GATX to manufacture Aerocoach busses. GATX exited the bus manufacturing business prior to 1950 and the facility was subsequently sold.
Georgia-Pacific Corporation	The former Georgia-Pacific tissue mill located at 2nd & Waite Street (240 Waite Street), Gary, Indiana 46404. The mill is adjacent to the Grand Calumet River. The mill is located on the south shore of the Grand Calumet River north of Industrial Highway. Included, as one of the parcels is a river water intake pond located south of the Indiana Toll Road. The total area of the property was 24.4970 acres. The mill and property referred to in this section is now owned by SCA Tissue. The Georgia-Pacific lagoon parcels are located on the eastern corner of Industrial Highway and Clark Road, Gary, Lake County, Indiana. The property is bounded by the Calumet River to the south, Industrial Highway to the west and the Pittsburgh, Fort Wayne & Chicago Railway right-of way to the east. The property is a 28.230 acre parcel located just east of the Gary / Chicago Airport.

Ispat Inland Inc.	The Ispat Inland Inc. facilities are comprised of the Indiana Harbor Works including but not limited to its docks, revetments, land, production and maintenance operations, raw material, product, bi-product, co-product and waste material storage, wastewater treatment plants including lagoons, property leased to others for the purpose of coke, electrical production and material handling, all of the property known as Plant 1 (Parcel ID No. 007-24-31-0005-0002), Plant 2 (Parcel ID No's. 007-24-31-0003-0004, 007-24-31-0003-0005, 007-24-31-0005-0001, 007-24-31-0006-0002, and 007-24-31-0006-0005), Plant 3 (Parcel ID No. 007-24-31-0010-0002), Plant 4 (Parcel ID No. 007-24-31-0019-0001), the Frick Property (Parcel ID No. 007-24-31-0018-0001) and the Main Office complex including buildings, garages, and parking lots collectively at 3210 Watling Street in East Chicago, Indiana (Parcel ID No's. 007-24-30-0257-0001, 007-24-30-0257-0013, 007-24-30-0257-0014, and 007-24-30-0250-0012) and Ispat Inland Research Laboratories including all buildings and land located at 3001 E. Columbus Drive also in East Chicago, Indiana (Parcel No. 007-24-31-0027-0008), approximately 2.5 acres of undeveloped property bordering on Lake Michigan at 1919 Lake Michigan Drive in Gary, Indiana (Parcel No. 001-25-40-0173-0013), and a shipping warehouse and surrounding property known as the Cline Avenue Shipping Facility at 1920 Blaine Street in Gary, Indiana (Parcel No. 001-25-40-0101-0011).
United States Steel Corporation	The United States Steel Corporation ("U.S. Steel") Facilities are comprised of properties owned, leased or operated by U. S. Steel in the cities of East Chicago and Gary, Indiana, including the East Chicago Tin Mill located on East 129th Street in East Chicago; the Gary Works Steel Plant in the northern part of the city of Gary located on the southern shore of Lake Michigan; additional properties owned by U.S. Steel on the Grand Calumet River in the vicinities of Bridge Street and Buchanan Road in the city of Gary; and two facilities formerly owned and operated by U.S. Steel on or adjacent to the Grand Calumet River in the vicinity of Bridge Street and the Indiana Toll Road in the city of Gary; all as depicted on the U.S. Steel Property Locator Map attached hereto as Exhibit 1, and all associated real and personal property, buildings, docks, inventory, man-made structures, tanks, piping and other mobile and stationary equipment thereon.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA

UNITED STATES OF AMERICA
AND THE STATE OF INDIANA,

Plaintiffs

v.

Civil No.

ATLANTIC RICHFIELD COMPANY;
ARCO ENVIRONMENTAL
REMEDIATION, L.L.C.; BP PRODUCTS
NORTH AMERICA INC.; E.I. DU PONT
DE NEMOURS AND COMPANY;
EXXON MOBIL CORPORATION;
GATX CORPORATION; GEORGIA-PACIFIC
CORPORATION; ISPAT INLAND INC.;
AND UNITED STATES STEEL,
CORPORATION

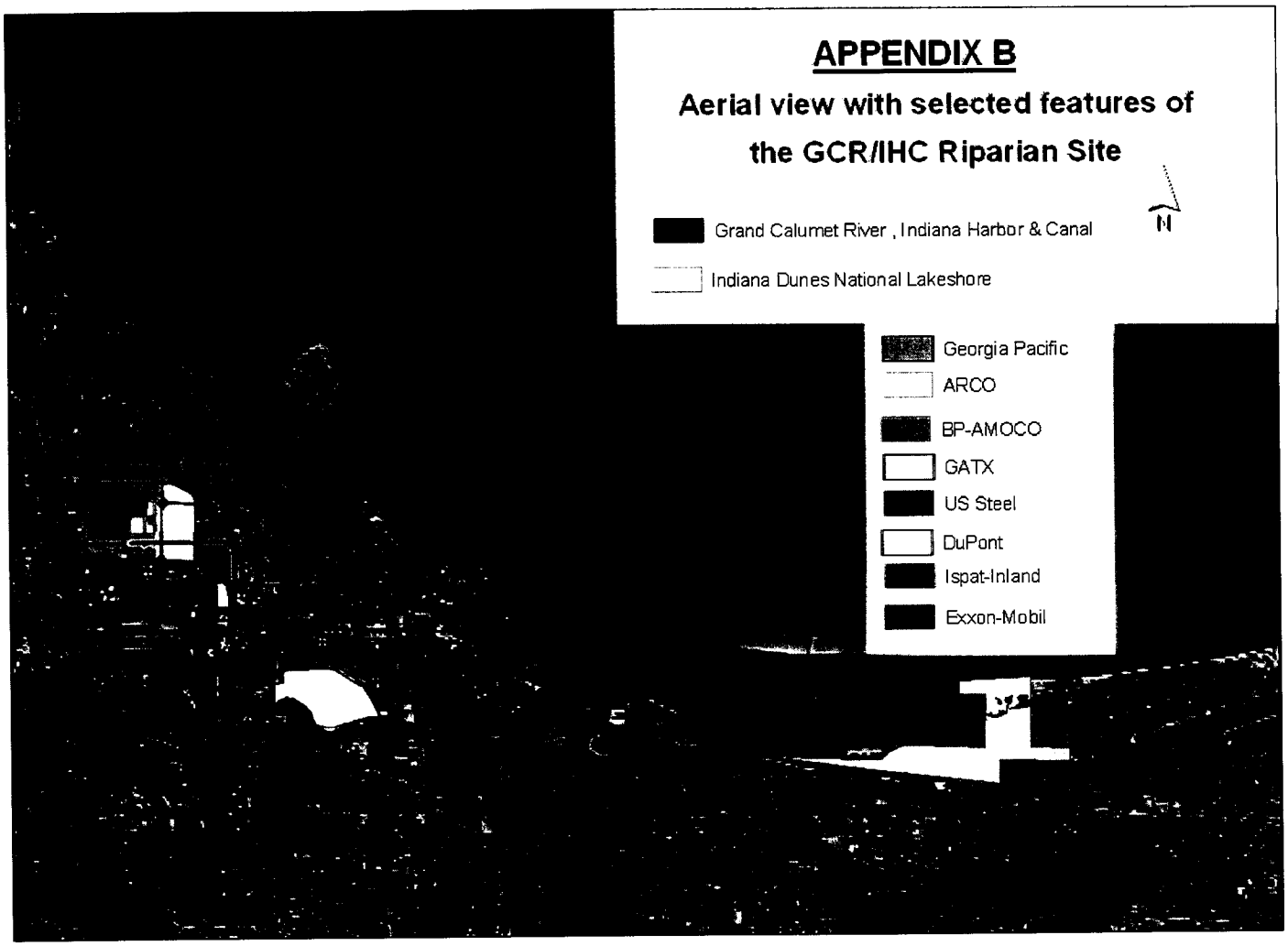
Defendants.
_____/

APPENDIX B

ILLUSTRATIVE MAP
(AERIAL VIEW WITH SELECTED FEATURES OF THE GCR/IHC RIPARIAN SITE)

APPENDIX B

Aerial view with selected features of the GCR/IHC Riparian Site



IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA

UNITED STATES OF AMERICA
AND THE STATE OF INDIANA,

Plaintiffs

v.

ATLANTIC RICHFIELD COMPANY;
ARCO ENVIRONMENTAL
REMEDIATION, L.L.C.; BP PRODUCTS
NORTH AMERICA INC.; E.I. DU PONT
DE NEMOURS AND COMPANY;
EXXON MOBIL CORPORATION;
GATX CORPORATION; GEORGIA-
PACIFIC CORPORATION; ISPAT
INLAND INC.; AND UNITED
STATES STEEL CORPORATION,

Defendants.
_____/

APPENDIX C

LIST OF RESTORATION PROPERTIES
(and CONVEYING PARTY)

1. Lake Mary (approximately 25 acres located south of Lake George Canal). (BP).

2. Amoco Wetlands (approximately 25 acres located south of Lake George Canal). (BP).

3. Approximately 8 acres owned by Republic Technologies International f/n/a Republic Engineered Steels, Inc., located in Calumet Township, Lake County Indiana, part of Section 2, Township 36 North, Range 8 West of the Second Principal Meridian. (United States Steel Corporation).

4. Dupont natural dune and swale parcel (approximately 172 acres located east of the old manufacturing area); to submit the land to a conservation easement for the benefit of the Indiana Department of Natural Resources. (Dupont)

5. Up to three acres of the (former) lagoon property owned by Georgia-Pacific, to be identified by IDEM. (Parcel 1: Part of the Southwest Quarter of Section 31, Township 37 North, Range 8 West of the Second Principal Meridian being more particularly described as beginning at the

Southwest corner of said Section; Parcel 2: Part of the Northwest Quarter of Section 6 Township 36 North, Range 8 West of the Second Principal Meridian being more particularly described as beginning at the Northwest corner of said Section 6). (Georgia-Pacific)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA

UNITED STATES OF AMERICA
AND THE STATE OF INDIANA,

Plaintiffs

v.

Civil No.

ATLANTIC RICHFIELD COMPANY;
ARCO ENVIRONMENTAL
REMEDIATION, L.L.C.; BP PRODUCTS
NORTH AMERICA INC.; E.I. DU PONT
DE NEMOURS AND COMPANY;
EXXON MOBIL CORPORATION;
GATX CORPORATION; GEORGIA-
PACIFIC CORPORATION; ISPAT
INLAND INC.; AND UNITED
STATES STEEL CORPORATION,

Defendants.
_____/

APPENDIX D

LIST OF COMPANIES ASSOCIATED WITH CERTAIN SETTLING DEFENDANTS

SETTLING DEFENDANT	OTHER PARTIES
BP Products North America Inc.	BP Amoco Chemical Company BP Pipelines (North America) Inc. BP Corporation North America Inc.
GATX Corporation	GATX Financial Corporation, a Delaware corporation GATX Tank Erection Corporation, a Delaware corporation
Ispat Inland Inc.	Inland Steel Company Inland Steel Industries Ryerson Tull
United States Steel Corporation	Elgin, Joliet & Eastern Railway Company

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA

UNITED STATES OF AMERICA
AND THE STATE OF INDIANA,

Plaintiffs

v.

Civil No.

ATLANTIC RICHFIELD COMPANY;
ARCO ENVIRONMENTAL
REMEDIATION, L.L.C.; BP PRODUCTS
NORTH AMERICA INC.; E.I. DU PONT
DE NEMOURS AND COMPANY;
EXXON MOBIL CORPORATION;
GATX CORPORATION; GEORGIA-PACIFIC
CORPORATION; ISPAT INLAND INC.;
AND UNITED STATES STEEL,
CORPORATION

Defendants.
_____/

APPENDIX E

PAYMENT OBLIGATIONS OF SETTLING DEFENDANTS

COMPANY	RESTORATION COST PAYMENT	ASSESSMENT COST PAYMENT TO DOI	ASSESSMENT COST PAYMENT TO IDEM	TOTAL ASSESSMENT COST PAYMENT	TOTAL PAYMENTS
Atlantic Richfield Company/AERL	$5,700,000	$182,143	$107,143	$289,286	$5,989,286
BP	$2,500,000	$79,887	$46,992	$126,879	$2,626,879
DuPont	$10,000,000	$319,549	$187,970	$507,519	$10,507,519
Exxon Mobil Corporation	$2,400,000	$76,692	$45,113	$121,805	$2,521,805
GATX	$2,300,000	$73,496	$43,233	$116,729	$2,416,729
Georgia Pacific	$2,400,000	$76,692	$45,113	$121,805	$2,521,805
Ispat Inland	$7,900,000	$252,444	$148,496	$400,940	$8,300,940
United States Steel	$20,453,000	$639,097	$375,940	$1,015,037	$21,468,037
TOTAL	$53,653,000	$1,700,000	$1,000,000	$2,700,000	$56,353,000

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA

UNITED STATES OF AMERICA
AND THE STATE OF INDIANA,

Plaintiffs

v.

Civil No.

ATLANTIC RICHFIELD COMPANY; ARCO ENVIRONMENTAL REMEDIATION, L.L.C.; BP PRODUCTS NORTH AMERICA INC.; E.I. DU PONT DE NEMOURS AND COMPANY; EXXON MOBIL CORPORATION; GATX CORPORATION; GEORGIA-PACIFIC CORPORATION; ISPAT INLAND INC.; AND UNITED STATES STEEL CORPORATION,

Defendants.
_____/

APPENDIX F

PAYMENT SCHEDULES FOR RESTORATION COSTS

COMPANY	60 days after Effective Date of Consent Decree (P1)	P1 + 1 year[1]	P1 + 2 years[1]	P1 + 3 years[1]	P1 + 4 years[1]
Atlantic Richfield Company/AERL	$1,140,000	$1,140,000	$1,140,000	$1,140,000	$1,140,000
BP	$500,000	$500,000	$500,000	$500,000	$500,000
DuPont	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000
Exxon Mobil Corporation	$2,400,000				
GATX	$460,000	$460,000	$460,000	$460,000	$460,000
Georgia Pacific	$480,000	$480,000	$480,000	$480,000	$480,000
Ispat Inland	$1,580,000	$1,580,000	$1,580,000	$1,580,000	$1,580,000
United States Steel	$4,453,000	$4,000,000	$4,000,000	$4,000,000	$4,000,000

[1] Amounts shown in these columns are base amounts only. Actually payments in these years will include accumulated interest calculated from the Effective Date pursuant to the terms of the Consent Decree.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA

UNITED STATES OF AMERICA
AND THE STATE OF INDIANA,

Plaintiffs

v.

Civil No.

ATLANTIC RICHFIELD COMPANY;
ARCO ENVIRONMENTAL
REMEDIATION, L.L.C.; BP PRODUCTS
NORTH AMERICA INC.; E.I. DU PONT
DE NEMOURS AND COMPANY;
EXXON MOBIL CORPORATION;
GATX CORPORATION; GEORGIA-PACIFIC
CORPORATION; ISPAT INLAND INC.;
AND UNITED STATES STEEL,
CORPORATION

Defendants.
_____/

APPENDIX G

PAYMENT PROCEDURES

1. Each Settling Defendant shall make the payments required by Paragraph 6 (Restoration Costs and Interest thereon) and Paragraph 8.a. (Assessment Costs to be paid to DOI) by Fedwire Electronic Funds Transfer, in accordance with the procedures set forth in paragraph 2 below. The payments must reference NRDAR Account No. 14X5198, the Grand Calumet River/Indiana Harbor Canal Site ("GCR/IHC Riparian Site"); U.S. DOJ Reference Numbers 90-11-3-1683 and 90-11-3-1683/1, and U.S. Attorney's Office No. 2004v00049. Any payments received after 4:00 p.m. Eastern Time shall be credited on the next business day.

2. Exhibit 1 to this Appendix is an example of the electronic fund transfer procedures to be utilized in this matter. Before making any payment, each Settling Defendant must obtain additional or specific coding instructions from Anita Hoover, Office of the United States Attorney, N.D. Indiana: Telephone (219) 937-5500.

FEDWIRE Electronic Funds Transfer
to the
United States Department of Justice

TO: Settlors under Consent Decree in U.S.A, et al. v. Atlantic Richfield Co., et al.

To transfer funds electronically to the Federal Reserve/United States Treasury Department in New York City for credit to the United States Department of Justice, the following information must be provided to the bank from which the funds are to be transferred. This information will enable the sending bank to complete those fields associated with the beneficiary bank of a ***"FedWire Structured Third Party Format"*** electronic funds transfer.

ITEM	DESCRIPTION	CODING INFORMATION FOR FEDWIRE FORMAT
2	Receiving Bank ABA Code	
3	Message Type Code	1000
7	Wire Amount	$[Amount to be Wired]
9 10 11	Receiving Beneficiary Bank, Name & Account No.	TREAS NYC/CTR/BNF=DEPT OF JUSTICE
12	Required Beneficiary Information: *Collection Office Identifier *Debtor Name *Collection Office Claim No.	 USAO/INN Atlantic Richfield Co., et al. [USAO Number - - to be provided]

ATTENTION FINANCIAL LITIGATION PERSONNEL:

Each of the above blank spaces **"MUST"** be completed before providing this form to the debtor/debtor's attorney. Once completed, the debtor/debtor's attorney must provide this form to the bank from which the funds are to be transferred to ensure that the electronic transfer of funds is accomplished and properly credited to the United States Department of Justice/Debt Accounting Operations Group.

AUTHORITY:

The above information requirements are in accordance with the United States Treasury Department "Treasury Requirements Manual/Part 6 - Chapter 8000"; Appendix E of the "Federal Reserve Bank Funds Transfer Systems Manual"; and, 31 CFR Part 206 (Federal Register - Vol. 59, No. 20).

Questions regarding this FedWire EFT should be directed to the responsible Collection Office:

POINT OF CONTACT: Anita Hoover

TELEPHONE NUMBER: (219) 937-5500

Revised 12/98

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA

UNITED STATES OF AMERICA
AND THE STATE OF INDIANA,

Plaintiffs

v.

Civil No.

ATLANTIC RICHFIELD COMPANY; ARCO ENVIRONMENTAL REMEDIATION, L.L.C.; BP PRODUCTS NORTH AMERICA INC.; E.I. DU PONT DE NEMOURS AND COMPANY; EXXON MOBIL CORPORATION; GATX CORPORATION; GEORGIA-PACIFIC CORPORATION; ISPAT INLAND INC.; AND UNITED STATES STEEL CORPORATION,

Defendants.
_____/

APPENDIX H

LIST OF PRE-APPROVED RESTORATION PROPERTIES

1. Lake Mary (approximately 25 acres located south of Lake George Canal). (BP).

2. Amoco Wetlands (approximately 25 acres located south of Lake George Canal). (BP).

3. Approximately 8 acres owned by Republic Technologies International f/n/a Republic Engineered Steels, Inc., located in Calumet Township, Lake County Indiana, part of Section 2, Township 36 North, Range 8 West of the Second Principal Meridian. (United States Steel Corporation).

4. Dupont natural dune and swale parcel (approximately 172 acres located east of the old manufacturing area); to submit the land to a conservation easement for the benefit of the Indiana Department of Natural Resources. (Dupont)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA

UNITED STATES OF AMERICA
AND THE STATE OF INDIANA,

Plaintiffs

v.

Civil No.

ATLANTIC RICHFIELD COMPANY
et al.

Defendants.
_____/

APPENDIX I

UNITED STATES STEEL CORPORATION FINANCIAL ASSURANCE PROCEDURES

1. Within 30 days of the effective date of the Consent Decree to which this document is appended ("Consent Decree"), or by January 15, 2004, whichever is later, United States Steel Corporation ("U.S. Steel") shall provide the United States Department of Interior, Office of the Solicitor, at the address set forth in Section XVI of the Consent Decree:

a. A document certified by the Vice President and Controller, United States Steel Corporation, that shows that, as of the Effective Date of the Consent Decree, U.S. Steel is able to meet the following criteria consistent with the financial test requirements set forth in 40 C.F.R. § 264.143(f)(1)(ii)(B)-(D):

(i) U.S. Steel has a tangible net worth at least six times the sum of its current closure and post-closure cost estimates and its remaining NRD consent decree restoration cost payment obligation ($16 million);

(ii) U.S. Steel has a tangible net worth of a least $10 million; and

(iii) U.S. Steel possesses title to assets located in the United States amounting to at least six times the sum of its current closure and post-closure cost estimates and its remaining NRD consent decree restoration cost payment obligation; and

b. A letter of credit for the restoration cost payments to be made in Years 4 and 5 ($8 million) under the schedule set forth on Appendix G of the Consent Decree. This letter of credit shall expire no earlier than the first anniversary of the Effective Date of the Consent Decree.

2. Upon the first anniversary of the Effective Date of the Consent Decree, U.S. Steel shall

provide the Office of the Solicitor:

a. A document certified by the Vice President and Controller, United States Steel Corporation, that shows that, as of the date of the first anniversary of the effective date, U.S. Steel is able to meet the following criteria, consistent with the financial test requirements set forth in 40 C.F.R. § 264.143(f)(1)(ii)(B)-(D):

> (i) U.S. Steel has a tangible net worth at least six times the sum of its current closure and post-closure cost estimates and its remaining NRD consent decree restoration cost payment obligation under the schedule set forth on Appendix G of the Consent Decree ($12 million);
>
> (ii) U.S. Steel has a tangible net worth of a least $10 million; and
>
> (iii) U.S. Steel possesses title to assets located in the United States amounting to at least six times the sum of its current closure and post-closure cost estimates and its remaining NRD consent decree restoration cost payment obligation; and

b. A letter of credit for the restoration cost payments to be made in Year 5 ($4 million) under the schedule set forth on Appendix G of the Consent Decree. This letter of credit shall expire no earlier than the second anniversary of the Effective Date of the Consent Decree.

3. Upon the second anniversary of the Effective Date of the Consent Decree, U.S. Steel shall provide the Office of the Solicitor - -

A document certified by the Vice President and Controller, United States Steel Corporation, that shows that, as of the date of the second anniversary of the Effective Date, U.S. Steel is able to meet the following criteria, consistent with the financial test requirements set forth in 40 C.F.R. § 264.143(f)(1)(ii)(B)-(D):

> (i) U.S. Steel has a tangible net worth at least six times the sum of its current closure and post-closure cost estimates and its remaining NRD consent decree restoration cost payment obligation under the schedule set forth on Appendix G of the Consent Decree ($8 million);
>
> (ii) U.S. Steel has a tangible net worth of a least $10 million; and
>
> (iii) U.S. Steel possesses title to assets located in the United States amounting to at least six times the sum of its current closure and post-closure cost estimates and its remaining NRD consent decree restoration cost payment obligation.

4. Upon the third anniversary of the Effective Date of the Consent Decree, U.S. Steel shall provide the Office of the Solicitor - -

A document certified by the Vice President and Controller, United States Steel

Corporation, that shows that, as of the date of the third anniversary of the Effective Date, U.S. Steel is able to meet the following criteria, consistent with the financial test requirements set forth in 40 C.F.R. § 264.143(f)(1)(ii)(B)-(D):

> (i) U.S. Steel has a tangible net worth at least six times the sum of its current closure and post-closure cost estimates and its remaining NRD consent decree restoration cost payment obligation under the schedule set forth on Appendix G of the Consent Decree ($4 million);
>
> (ii) U.S. Steel has a tangible net worth of a least $10 million; and
>
> (iii) U.S. Steel possesses title to assets located in the United States amounting to at least six times the sum of its current closure and post-closure cost estimates and its remaining NRD consent decree restoration cost payment obligation.

5. Should U.S. Steel not be able to satisfy the above financial tests in any given year, it shall provide the Office of the Solicitor an alternative form of financial assurance consistent with Section XVII of the Consent Decree.

6. Compliance with the requirements of this Appendix shall fulfill the requirements of Section XVII of the Consent Decree.