

**APPENDIX D: SETTLING DEFENDANTS AND OWNER SETTLING PARTIES****I. SETTLING WORK DEFENDANTS**

<b>Settling Work Defendant</b>
The Boeing Company
The City of Seattle
King County

**II. SETTLING FUNDING DEFENDANT**

In accordance with ¶ 37 of the Consent Decree (Payments by Settling Funding Defendant), Continental Holdings, Inc., shall pay 1.7406% of Settling Work Defendants' Future Response Costs within 60 days of receiving an assessment from Settling Work Defendants.

**III. SETTLING CASH-OUT DEFENDANTS**

In accordance with ¶ 36 of the Consent Decree (Payments by Settling Cash-Out Defendants), Settling Cash-Out Defendants shall pay the following amounts in contribution towards Settling Work Defendants' Future Response Costs. The Settling Cash-Out Defendants listed in Tables 1 and 2 shall make the payments specified in Table 1 to the Settling Work Defendants within 30 days after the Effective Date of the Consent Decree. South Park Marina Limited Partnership shall make payments to the Settling Work Defendants in accordance with the terms specified in Section III.C (Settling Cash-Out Defendant Required to Pay in Installments) of this Appendix.

**A. Settling Cash-Out Defendants Required to Make Payments within 30 Days of the Effective Date (Table 1)**

<b>Settling Cash-Out Defendants</b>	<b>Total Payment for Settling Work Defendants' Future Response Costs</b>
Pharmacia LLC	\$20,769,251.75
Duwamish Shipyard, Inc.	\$20,697,972.00
PACCAR Inc.	\$17,834,947.00
Manson Construction Co.; 5055 Properties, LLC; and Manson International, Inc.	\$3,467,119.50
Lynden Parties (see Table 2 below for a complete list of the Lynden Parties)	\$5,873,146.50
Crowley Marine Services, Inc., and 8th Avenue Terminals, Inc.	\$5,108,662.00
Holcim (US) Inc., and Surplus Items Inc.	\$4,930,584.75
Seattle Iron & Metals Corporation; The Shalmar Group, LLC; Shalmar 08, LLC; and Simco Properties, LLC	\$4,930,584.75
Earle M. Jorgensen Company	\$3,944,921.50
Linde Inc. (f/k/a Praxair, Inc.)	\$3,707,863.25

**Table 1 Continued**

<b>Settling Cash-Out Defendants</b>	<b>Total Payment for Settling Work Defendants' Future Response Costs</b>
Glacier Northwest, Inc., and Northwest Aggregates Co.	\$3,254,163.25
Seattle Boiler Works, Inc.; Frank H. Hopkins Family L.L.C.; and Frederick J. Hopkins Family L.L.C.	\$3,062,351
Holcim Canada Holdings LLC (f/k/a Lafarge North America Inc.) and Lafarge PNW Inc.	\$3,018,239.25
International Paper Company	\$2,958,124.00
Washington State Department of Transportation	\$2,687,038.25
Boyer Towing, Inc.; Boyer Logistics, Inc.; Mr. Boyer Halvorsen; Ms. Kirsten Halvorsen Stahl; and Ms. Maia Halvorsen	\$2,524,840.50
SeaTac Marine Properties, LLC, and SeaTac Marine Services, LLC	\$2,273,037.00
Puget Sound Energy, Inc.	\$2,071,140.50
Wells Fargo Bank, National Association	\$1,972,460.75
ConGlobal Industries, LLC	\$1,834,082.25
WestRock Longview, LLC (f/k/a Longview Fibre Paper and Packaging, Inc.) and WestRock Services, LLC	\$1,577,741.75
Silver Bay Logging, Inc.	\$1,530,295.10
Ash Grove Cement Company	\$1,183,022.75
Northwest Container Services, Inc.	\$1,084,343.00
Mr. Harald Hurlen; Hurlen Construction Co.; Hurlen Logistics, LLC, a dissolved company; and Six Twenty South Logistics, LLC, a dissolved company	\$1,010,616.75
PSFL Leasing, Inc. (f/k/a Puget Sound Truck Lines, Inc.), a dissolved corporation	\$985,663.25
Weyerhaeuser Company	\$985,663.25
Delta Marine Industries, Inc.	\$533,097.50
Ardagh Glass Inc. (f/k/a Saint-Gobain Containers Inc.)	\$493,398.75
Ball Corporation	\$493,398.75
Bayer CropScience Inc.	\$493,398.75
BNSF Railway Company	\$493,398.75
Centerpoint 8801 Marginal LLC	\$394,719.00
Ford Motor Company	\$394,719.00
General Recycling of Washington, LLC; David J. Joseph Company; and Nucor Steel Seattle, Inc.	\$394,719.00
Chiyoda International Corporation and Chiyoda Corporation	\$197,359.50
S&JA Hale Family Limited Partnership	\$123,633.25
Fox Avenue Building LLC	\$98,679.75

**B. The Lynden Parties (Table 2)**

The following list of Lynden Parties are collectively required to pay \$5,873,146.50 to Settling Work Defendants within 30 days of the Effective Date, as specified in Table 1.

<b>Settling Cash-Out Defendants</b>
Alaska Marine Lines, Inc.
Alaska Provider, LLC
Alaska Trader, LLC
Aleutian Trader, LLC
Anchorage Provider, LLC
Anchorage Trader, LLC
Arctic Bear, LLC
Arctic Gull, LLC
Arctic Provider, LLC
Baranof Provider, LLC
Bering Marine Corporation
Bering Trader LLC
Chatham Provider, LLC
Chichagof Provider, LLC
Cordova Provider, LLC
Douglas Management Co.
Fairbanks Provider, LLC
Greta, LLC
Hawaii Trader, LLC
Ivan, LLC
Jore Marine Services, Inc., a dissolved corporation
Kamakani, LLC
Kenai Trader, LLC
Knik Construction Co., Inc.
Koyukuk, LLC
Krystal Sea, LLC
Kuskokwim Trader, LLC
LTI, Inc.
Lynden Incorporated
Lynden Marine Leasing, LLC
Lynden Transport, Inc.
Marine Boneyard, LLC
Naknek Barge Lines, LLC, a dissolved company
Naknek Trader LLC
Northland Services, Inc.
Nunaniq, LLC
Pacific Trader, LLC
Polar Cloud, LLC
Polar Endurance, LLC

**Table 2 Continued**

<b>Settling Cash-Out Defendants</b>
Polar King, LLC
Polar Trader, LLC
Polar Viking, LLC
Polar Wind, LLC
Rampart, LLC
Sam M. Taalak, LLC
Skagway Provider, LLC
Southeast Provider, LLC
Spencer Brewer, LLC
Stickeen, LLC
Stikine Provider, LLC
Swan Bay Holdings, Inc.
Taku Provider, LLC
Togiak Trader, LLC
Tongass Provider, LLC
Westward Trader, LLC
Whittier Provider, LLC
Yukon Trader, LLC
5600 W. Marginal Way, SW, Seattle, LLC
5615 W. Marginal Way SW, Seattle, LLC
7100 1st Ave. S, Seattle, LLC

### **C. Settling Cash-Out Defendant Required to Pay in Installments**

The Settling Work Defendants have reviewed financial and insurance information submitted by South Park Marina Limited Partnership to determine whether it is financially able to make a payment in contribution towards Settling Work Defendants' Future Response Costs within 30 days of the Effective Date. Based upon this financial and insurance information, Settling Work Defendants and South Park Marina Limited Partnership have agreed for payment to be made to Settling Work Defendants in two installments. South Park Marina Limited Partnership shall pay Settling Work Defendants the first installment of \$402,470.17 within 30 days of the Effective Date and the second installment of \$1,076,591.83 on or before May 1, 2025.

## IV. OWNER SETTLING PARTIES

<b>Owner Settling Party</b>	<b>Property Location within the Site</b>
Ash Grove Cement Company	Lower Reach
The Boeing Company	Middle Reach and Upper Reach
Boyer Logistics, Inc.	Middle Reach
Boyer Towing, Inc.	Middle Reach
Centerpoint 8801 Marginal LLC	Upper Reach
The City of Seattle	Lower Reach, Middle Reach, and Upper Reach
ConGlobal Industries, LLC	Lower Reach
Crowley Marine Services, Inc.	Middle Reach
Delta Marine Industries, Inc.	Upper Reach
Duwamish Shipyard, Inc.	Lower Reach
Frank H. Hopkins Family L.L.C.	Middle Reach
Frederick J. Hopkins Family L.L.C.	Middle Reach
General Recycling of Washington, LLC	Lower Reach
Glacier Northwest, Inc.	Lower Reach and Middle Reach
King County	Lower Reach
Mr. Boyer Halvorsen	Middle Reach
Ms. Kirsten Halvorsen Stahl	Middle Reach
Ms. Maia Halvorsen	Middle Reach
Lafarge PNW Inc.	Lower Reach
Manson Construction Co.	Lower Reach
Northland Services, Inc.	Middle Reach
Northwest Aggregates Co.	Lower Reach
SeaTac Marine Properties, LLC	Middle Reach
Seattle Boiler Works, Inc.	Middle Reach
Seattle Iron & Metals Corporation	Middle Reach
The Shalmar Group, LLC	Middle Reach
Simco Properties, LLC	Middle Reach
Silver Bay Logging, Inc.	Middle Reach
South Park Marina Limited Partnership	Upper Reach
Washington State Department of Transportation	Middle Reach
5055 Properties, LLC	Lower Reach
5600 W. Marginal Way, SW Seattle, LLC	Lower Reach
7100 1st Ave. S, Seattle, LLC	Middle Reach
8th Avenue Terminals, Inc.	Middle Reach