



**CERCLA SECTION 122(h)(1) AGREEMENT
FOR RECOVERY OF PAST RESPONSE COSTS**

INDUSTRIAL POLLUTION CONTROL SUPERFUND SITE
Jackson, Mississippi

FY-2003-3504 *10-1-2003*
1015 28539

**CERCLA SECTION 122(h)(1) AGREEMENT
FOR RECOVERY OF PAST RESPONSE COSTS**

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**CERCLA SECTION 122(h)(1) AGREEMENT
FOR RECOVERY OF PAST RESPONSE COSTS**

IN THE MATTER OF:)	AGREEMENT FOR RECOVERY
)	OF PAST RESPONSE COSTS
Industrial Pollution Control)	
Superfund Site)	
)	U.S. EPA Region 4
Jackson, MS)	CERCLA Docket No. CER-04-2003-3504
)	
SETTLING PARTIES and)	PROCEEDING UNDER SECTION
SETTLING FEDERAL AGENCIES:)	122(h)(1) OF CERCLA
<u>See Appendices A and B</u>)	42 U.S.C. § 9622(h)(1)

I. JURISDICTION

1. This Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA and redelegated through the Director, Waste Management Division to the Chief, CERCLA Program Services Branch by EPA Delegation No. 14-14-D. This Agreement also is entered into pursuant to the authority of the Attorney General of the United States Department of Justice ("DOJ") to compromise and settle claims of the United States.

2. This Agreement is made and entered into by EPA, the Settling Federal Agencies identified in Appendix A, and the persons, corporations, or other entities ("Settling Parties") identified in Appendix B. Each Settling Federal Agency and Settling Party consents to and will not contest EPA's jurisdiction to enter into this Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Agreement concerns the Industrial Pollution Control Superfund Site ("Site") located in Jackson, Hinds County, Mississippi. EPA alleges that the Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9). From 1991 until 1997, Industrial Pollution Control, Inc. (IPC) operated the Site as a waste oil and waste water recycling facility. IPC filed a Chapter 11 bankruptcy petition for liquidation on January 14, 1997. IPC subsequently abandoned the facility. EPA received notice of the Site and the bankruptcy proceedings in November of 1998 when the State of Mississippi requested EPA assistance with the Site.

4. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604. On April 5, 1999, EPA began conducting a time-critical

removal at the Site. EPA conducted such activities as: media sampling, wastewater treatment, underground storage tank removal, and contaminated waste oil disposal. Approximately 269 drums, 200,000 gallons of wastewater, an estimated 132,000 gallons of solidified sludge, and more than 290,000 gallons of waste oil were removed from the site. EPA has assigned a No Further Remedial Action Planned status to the Site.

5. In performing this response action, EPA incurred response costs at or in connection with the Site. As of November 19, 2002, EPA has incurred approximately \$3,688,536.70 in response costs.

6. EPA alleges that the Settling Parties are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and are jointly and severally liable for response costs incurred at or in connection with the Site.

7. EPA, Settling Federal Agencies, and Settling Parties desire to resolve Settling Federal Agencies' and Settling Parties' alleged civil liability for Past Response Costs without litigation and without the admission or adjudication of any issue of fact or law.

III. PARTIES BOUND

8. This Agreement shall be binding upon EPA, the Settling Federal Agencies, and upon Settling Parties and their heirs, successors and assigns. Any change in ownership or corporate or other legal status of a Settling Party, including but not limited to, any transfer of assets or real or personal property, shall in no way alter such Settling Party's responsibilities or rights under this Agreement. Each signatory to this Agreement certifies that he or she is authorized to enter into the terms and conditions of this Agreement and to bind legally the party represented by him or her.

IV. DEFINITIONS

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

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

b. "Agreement" shall mean this Agreement and any attached appendices. In the event of conflict between this Agreement and any appendix, the Agreement shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

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

e. "Interest" shall mean interest at the current rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

f. "Paragraph" shall mean a portion of this Agreement identified by an arabic numeral or a lower case letter.

g. "Parties" shall mean EPA, the Settling Federal Agencies, and the Settling Parties.

h. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or the U.S. Department of Justice on behalf of EPA has incurred at or in connection with the Site, plus accrued Interest on all such costs through the Settling Parties Group Account Date.

i. "Section" shall mean a portion of this Agreement identified by a roman numeral.

j. "Settling Federal Agencies" shall mean those departments, agencies, and instrumentalities of the United States identified in Appendix A, which are resolving any claims which have been or could be asserted against them with regard to this Site as provided in this Agreement.

k. "Settling Parties" shall mean those parties identified in Appendix B.

l. "Settling Parties Group Account Date" shall mean the date that all funds to be submitted for deposit into the Settling Parties' Group Account to fund payment required by Paragraph 10 are due to be submitted. This date is July 18, 2003.

m. "Site" shall mean the Industrial Pollution Control Superfund Site, encompassing approximately 1.85 acres, located at 810 Poindexter, Jackson, Hinds County, Mississippi, and depicted more clearly on the map included in Appendix C.

n. "United States" shall mean the United States of America, including all of its departments, agencies and instrumentalities, which includes without limitation EPA, the

Settling Federal Agencies, and any federal natural resource trustee.

V. REIMBURSEMENT OF RESPONSE COSTS

10. Within 30 days of the effective date of this Agreement, the Settling Parties shall pay to the EPA Hazardous Substance Superfund \$3,355,220.00 in reimbursement of Past Response Costs.

11. As soon as reasonably practicable after the effective date of this Agreement, the United States, on behalf of the Settling Federal Agencies, shall:

a. Pay to the EPA Hazardous Substance Superfund \$85,149.00, in reimbursement of Past Response Costs.

i. If the payment to the EPA Hazardous Substances Superfund required by this subparagraph is not made as soon as reasonably practicable, the appropriate EPA Regional Branch Chief may raise any issues relating to payment to the appropriate DOJ Assistant Section Chief for the Environmental Defense Section. In any event, if this payment is not made within 120 days after the effective date of this Agreement, EPA and DOJ have agreed to resolve the issue within 30 days in accordance with procedures set forth in the letter agreement entitled "Agreement On Procedures To Address Consent Decree Payments By Federal PRPs to the Superfund", dated December 28, 1998.

ii. In the event that payment by the Settling Federal Agencies is not made within 120 days of the effective date of this Agreement, Interest on the unpaid balance shall be paid at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), commencing on the effective date of this Agreement and accruing through the date of the payment.

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

12. The Settling Federal Agencies' and Settling Parties' payment shall be made by either Electronic Funds Transfer, or by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." If made by check, each check shall reference the name and address of the party making payment, the Site name, the EPA Region and Site/Spill ID Number A4N1, and the EPA docket number for this action, and shall be sent to:

EPA Superfund
U.S. EPA Region 4
Superfund Accounting
PO Box 100142
Atlanta, GA 30384
Attention: Collection Officer in Superfund

13. At the time of payment, the Settling Federal Agencies and Settling Parties shall send notice that such payment has been made to:

Paula V. Batchelor
EPA - Region 4
4WD-PSB/11th Floor
61 Forsyth Street, S.W.
Atlanta, GA 30303

VI. FAILURE TO COMPLY WITH AGREEMENT

14. In the event that any payment required by Paragraph 10 is not made when due, Interest shall continue to accrue on the unpaid balance through the date of payment.

15. If any amounts due to EPA under Paragraph 10 are not paid by the required date, Settling Parties shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 14, \$1,000 per violation per day that such payment is late.

16. Stipulated penalties are due and payable within 30 days of the date of demand for payment of the penalties. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made in accordance with Paragraphs 12 and 13.

17. Penalties shall accrue as provided above regardless of whether EPA has notified the Settling Parties of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after performance is due, or the day a violation occurs, and shall continue to accrue through the final day of correction of the noncompliance or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Agreement.

18. In addition to the Interest and Stipulated Penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of Settling Parties' failure to comply with the requirements of this Agreement, any Settling Party who fails or refuses to comply with any term or condition of this Agreement shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Agreement, Settling Parties shall reimburse the United States for

all costs of such action, including but not limited to costs of attorney time.

19. The obligations of Settling Parties to pay amounts owed to EPA under this Agreement are joint and several. In the event of the failure of any one or more Settling Parties to make the payments required under this Agreement, the remaining Settling Parties shall be responsible for such payments.

20. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Agreement.

VII. COVENANT NOT TO SUE BY EPA

21. Except as specifically provided in Paragraph 23 (Reservations of Rights by EPA), EPA covenants not to sue Settling Parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. This covenant shall take effect upon receipt by EPA of all amounts required under Paragraph 10 of Section V (Reimbursement of Response Costs) and Section VI, Paragraphs 14 (Interest on Late Payments) and 15 (Stipulated Penalty for Late Payment). This covenant not to sue is conditioned upon the satisfactory performance by Settling Parties of their obligations under this Agreement. This covenant not to sue extends only to Settling Parties and does not extend to any other person.

22. In consideration of the payments that will be made by the Settling Federal Agencies under the terms of this Agreement, except as specifically provided in Paragraph 23, EPA covenants not to take administrative action against the Settling Federal Agencies pursuant to Section 107(a) of CERCLA for recovery of Past Response Costs. This covenant shall take effect upon receipt of the payments required under Paragraph 11 of Section V (Reimbursement of Response Costs). This covenant is conditioned upon the satisfactory performance by Settling Federal Agencies of their obligations under this Agreement. This covenant extends only to the Settling Federal Agencies and does not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY EPA

23. The covenants not to sue by EPA set forth in Paragraphs 21 and 22 do not pertain to any matters other than those expressly identified therein. EPA reserves, and this Agreement is without prejudice to, all rights against Settling Federal Agencies and Settling Parties with respect to all other matters, including but not limited to:

a. liability for failure of Settling Federal Agencies and Settling Parties to meet a requirement of this Agreement;

b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;

c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;

d. criminal liability; and

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

24. Nothing in this Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a signatory to this Agreement.

IX. COVENANT NOT TO SUE BY SETTLING PARTIES

25. Except to the extent related to the matters addressed in Paragraphs 25.b and 25.c below as to non-settling federal agencies that may be liable at this Site, Settling Parties agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs or this Agreement, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims arising out of the response actions at the Site for which the Past Response Costs were incurred; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs.

26. Settling Parties agree not to assert any claims, and to waive all claims or causes of action that they may have for Past Response Costs relating to the Site, including contribution, against those persons where both of the following items (a) and (b) are met: (a) the liability of that person to the Settling Parties with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, and (b) where the volume actually disposed of or transported was less than 4,000 gallons. This covenant by the Settling Parties does not apply to, and the Settling Parties reserve all rights, claims and causes of action that they may

have against any and all other persons who may be responsible for response costs with respect to this Site.

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

X. COVENANT BY SETTLING FEDERAL AGENCIES

28. The Settling Federal Agencies hereby agree not to assert any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA §§106(b)(2), 107, 111, 112, 113, or any other provision of law with respect to Past Response Costs at the Site.

XI. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

29. Nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Agreement. EPA, Settling Federal Agencies, and Settling Parties each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

30. EPA, Settling Federal Agencies, and Settling Parties agree that the actions undertaken by the Settling Federal Agencies and Settling Parties in accordance with this Agreement do not constitute an admission of any liability by any Settling Federal Agency or Settling Party. Settling Federal Agencies and Settling Parties do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Agreement, the validity of the facts or allegations contained in Section II of this Agreement.

31. The Parties agree that the Settling Federal Agencies and Settling Parties are entitled, as of the effective date of this Agreement, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Agreement. The "matters addressed" in this Agreement are Past Response Costs.

32. Each Settling Federal Agency and Settling Party agrees that with respect to any suit or claim for contribution brought by it for matters related to this Agreement, it will notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Federal Agency and Settling Party also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Agreement, it will notify EPA in writing within 10 days of service of the complaint or claim upon it. In addition, each Settling Federal Agency or Settling Party shall notify EPA 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, for matters related to this Agreement.

33. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs (other than Past Response Costs), or other appropriate relief relating to the Site, Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue by EPA set forth in Paragraph 21.

XII. RETENTION OF RECORDS

34. Until 5 years after the effective date of this Agreement, each Settling Party shall preserve and retain all records and documents now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or to the liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary.

35. After the conclusion of the document retention period in the preceding paragraph, each Settling Party shall notify EPA at least 90 days prior to the destruction of any such records or documents, and, upon request by EPA, shall deliver any such records or documents to EPA. Settling Parties may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If a Settling Party asserts such a privilege, it shall provide EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted. However, no documents, reports, or other information created or generated pursuant to the requirements of this or any other judicial or administrative settlement with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to EPA in redacted form to mask the privileged information only. Each Settling Party shall retain all records and documents that they claim to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Party's favor.

36. By signing this Agreement, each Settling Party certifies individually that, to the best of its knowledge and belief, it has:

a. conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately disclosed to EPA, all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant or contaminant at or in connection with the Site;

b. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to its potential liability regarding the Site, after notification of potential liability or the filing of a suit against the Settling Party regarding the Site; and

c. fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

37. The United States acknowledges that each Settling Federal Agency: (1) is subject to all applicable Federal record retention laws, regulations, and policies; and (2) has certified that it has fully complied with any and all EPA requests for information pursuant to Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), and Section 3007 of the Resource, Conservation and Recovery Act, 42 U.S.C. § 6927.

XIII. NOTICES AND SUBMISSIONS

38. Whenever, under the terms of this Agreement, notice is required to be given or a 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. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Agreement with respect to EPA, Settling Federal Agencies, and Settling Parties.

As to EPA:

Kathleen West
Associate Regional Counsel
U.S. EPA, Region 4
61 Forsyth St, S.W.
Atlanta, GA 30303

As to the Settling Federal Agencies:

Chief, Environmental Defense Section
United States Department of Justice
Environment and Natural Resources Division
P.O. Box 23986
Washington, DC 20026-3986

As to Settling Parties:

Notice as to the Effective Date of this Agreement, to the Steering Committee Chairperson. All other notices to be sent to the Settling Parties'.

XIV. INTEGRATION/APPENDICES

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

Appendix A is a complete list of Settling Federal Agencies.

Appendix B is a complete list of Settling Parties.

Appendix C is a map of the Site.

XV. PUBLIC COMMENT

40. This Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may modify this Agreement with the Parties' prior approval, or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

XVI. TOLLING AGREEMENT

41. The Settling Parties agree to a limited Tolling Agreement as provided in this Paragraph 41. The Settling Parties agree that during this Tolling Agreement they will not assert, plead or raise against EPA or the United States in any fashion, whether by answer, motion or otherwise, any defense to or avoidance of, any claims related to the Site based on laches or the running of any statute of limitations due to forbearance by the United States from filing a complaint for claims related to the Site. This Tolling Agreement shall end 120 days after notice of this Agreement is published in the Federal Register, or the Effective Date of this Agreement, whichever is earlier.

As to the Settling Federal Agencies:

Chief, Environmental Defense Section
United States Department of Justice
Environment and Natural Resources Division
P.O. Box 23986
Washington, DC 20026-3986

As to Settling Parties:

Notice as to the Effective Date of this Agreement, to the Steering Committee Chairperson. All other notices, to the Settling Parties' addresses as listed in Appendix B.

XIV. INTEGRATION/APPENDICES

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

Appendix A is a complete list of Settling Federal Agencies.

Appendix B is a complete list of Settling Parties.

Appendix C is a map of the Site.

XV. PUBLIC COMMENT

40. This Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may modify this Agreement with the Parties' prior approval, or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

XVI. TOLLING AGREEMENT

41. The Settling Parties agree to a limited Tolling Agreement as provided in this Paragraph 41. The Settling Parties agree that during this Tolling Agreement they will not assert, plead or raise against EPA or the United States in any fashion, whether by answer, motion or otherwise, any defense to or avoidance of, any claims related to the Site based on laches or the running of any statute of limitations due to forbearance by the United States from filing a complaint for claims related to the Site. This Tolling Agreement shall end 120 days after notice of this Agreement is published in the Federal Register, or the Effective Date of this Agreement, whichever is earlier.

XVII. ATTORNEY GENERAL APPROVAL

42. The Attorney General or his designee has approved the settlement embodied in this Agreement in accordance with Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1).

XVIII. EFFECTIVE DATE

43. The effective date of this Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 40 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Agreement.

IT IS SO AGREED:

U.S. Environmental Protection Agency

By: Rosalind Brown

DATE: 9-7-03

Rosalind Brown, Chief
CERCLA Superfund Enforcement
and Information Management Branch
Waste Management Division

Industrial Pollution Control Superfund Site - 122(h)(1) Cost
Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY:

Tracy Gruis [Date]
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: _____
[Print PRP Name]

[Address]

By: _____
[Signature]

[Date]

[Printed Name]

[Title]

APPENDIX A

SETTLING FEDERAL AGENCIES

1. U.S. Army Corps of Engineers
2. Department of the Army (MS National Guard)
3. Defense Logistics Agency (DLA)
4. Department of Labor
5. Tennessee Valley Authority

APPENDIX B

LIST OF SETTLING PARTIES

Air Liquide America L.P. (on behalf of Cardox)
c/o John N. Baird
Vice President, Legal and Corporate Affairs
2700 Post Oak Boulevard, Suite 1800
Houston, Texas 77056

Aircraft Service International Group, Inc.
c/o Joseph I. Goldstein
Vice President & General Counsel
201 South Orange Avenue
Suite 1205
Orlando, FL 32801

Alcatel Telecommunications Cable
Division of Alcatel NA Cable Systems, Inc.
c/o John W. Steen
Chief Operating Officer
Alcatel Optical Fiber Division
PO Box 39, 2512 Penny Road
Claremont, NC 28610

Allied Systems - The Motor Convoy, Inc/Auto
Convoy Co.
c/o Cornelia M. Butler
Regulatory Compliance Manager
160 Clairemont Avenue
Decatur, GA 30030

Appleton Mills/Lindsey Wire (n.k.a. Voith Fabrics)
c/o Robert W. Gain Jr.
Manufacturing Manager
220 Price Street
Florence, MS 39073

Arizona Chemical (a wholly owned subsidiary
of International Paper Company)
c/o Steven J. Ginski
Senior Counsel Environment,
Health, Safety and Logistics
6400 Poplar Avenue
Memphis, TN 38197

Arkansas Terminaling & Trading
c/o Steve McMillen
Secretary
701 S. Robinson Road
Texarkana, Texas 75501

ATM Oil Co., Inc.
c/o J. Lance Berryhill
Vice President
435 Dacus Road
Marion, AR 72364

Atwood Chevrolet-Olds, Inc.
c/o Alan Atwood
President
2339 N Frontage Rd.
Vicksburg, MS 39180

Automatic Machine Products, Inc.
c/o J. D. Manahan
President
P.O. Box 2228
Corinth, MS 38835-2228

Avondale Industries, Inc. and
Ingalls Shipbuilding, Inc.
c/o Robert B. Spiker
Vice President, Chief Financial Officer
Northrop Grumman Ship Systems
P.O. Box 149
Pascagoula, MS 39568-0149

B&E Equipment Co Inc.
c/o Ralph W. Byars
President
PO Box 2584
Columbus, MS 39704

Bailey Oil Co. (a.k.a. J. S. Bailey, Inc.)
c/o John Scott Bailey
President
P.O. Box 8615
Jackson, MS 39284

Baker Performance Chemicals, Inc.
(n.k.a Baker Petrolite)
c/o Halina E. Caravello
Director, HSE/Q&RA
12645 West Airport Blvd
Sugar Land, TX 77478

BASF Corporation
(as successor to Chemdal Corporation)
c/o Nan Bernardo
3000 Continental Drive North
Mt. Olive, NJ 07828

APPENDIX B

LIST OF SETTLING PARTIES

Batesville Manufacturing, Inc.
(d.b.a. Batesville Casket Company, Inc.)
c/o Michael J. Newton
Vice President
1 Batesville Blvd.
Batesville, IN 47006

BellSouth Telecommunications, Inc.
c/o Wayne T. McGaw
General Attorney
365 Canal Street, Suite 3060
New Orleans, LA 70130

Blackwell Chevrolet Co
c/o R.B. Blackwell
President
5395 I-55 North
Jackson, MS 39206

Blackwell Import Motors
c/o R.B. Blackwell
President
5395 I-55 North
Jackson, MS 39206

Bodin Oil Recovery, Inc.
c/o Charles K. Bodin
President
18101 W. LA Hwy 330
Abbeville, LA 70510

Bolton Chevron Service Station
(n.k.a. Mellon Bros., Inc.
d.b.a. Chevron Food Mart)
c/o Joe S. Mellon, Jr.
President
P.O. Box 218
Bolton, MS 39041

BFI Waste Systems of North America, Inc. (as
successor to Browning-Ferris Industries of
Mississippi, Inc. - Little Dixie Landfill; Browning-
Ferris Services (BFI) - Biloxi Landfill; and
Browning-Ferris Services (BFI) - Old Brandon
Road Landfill)
c/o Steve Doss
Manager, CERCLA Activities
15880 N. Greenway-Hayden Loop, Ste 100
Scottsdale, AZ 85260

Bryan Foods, Inc.
(a.k.a. Bryan Foods Truck Maintenance Shop)
c/o Guy Jackson
Group Safety/Environmental Manager
P.O. Box 1177
West Point, MS 39773

Car Wash Shell Service Station
c/o Charles L. Morris
Secretary/Treasurer
P.O. Box 227
Ridgeland, MS 39158

Carter Brothers Farms
(a.k.a. Carter Plantation Limited)
c/o James R. Carter
President
P.O. Box 458
Rolling Fork, MS 39159

Central Digging Service Inc.
c/o Billy Traxler
Secretary & Treasurer
P.O. Box 183
Crystal Springs, MS 39059

Central Wire Industries (a.k.a Wire Ind.)
c/o Patrick Mitchell
Vice President & General Manager
P.O. Box 186
Dumas, Arkansas 71639

Hanson Pipe & Products, Inc.
(f.n.a. Choctaw, Inc.)
c/o Joe Aldridge
Vice President
1975 Nonconnah Blvd.
Memphis, TN 38132

CITGO Petroleum Corporation
c/o Dana A. Burch
Senior Counsel
P.O. Box 3758
Tulsa, OK 74102

Clarke Detroit Diesel - Allison
c/o Paul E. Loebig
Chief Financial Officer
3133 E. Kemper Road
Cincinnati, OH 45241

APPENDIX B

LIST OF SETTLING PARTIES

Coast Transit Authority
c/o Kevin Coggin
Maintenance Director
333 Debuys Road
Gulfport, MS 39507

Cooper Industries, Inc. (on behalf of Cooper Steel
and Cooper Lighting Industries)
c/o Robert W. Teets
Vice President, Environmental Affairs and Risk
Management
600 Travis Street, Suite 5800
Houston, TX 77002

Columbus McKinnon Corporation (on behalf of
Yale Industrial Products, Inc.)
c/o R. L. Montgomery
Executive Vice President
140 John James Audubon Parkway
Amherst, New York 14228-1197

Crescent Uniform & Linen Service
(n.k.a Van Dyne)
c/o Steven P. Schoenlein
Corporate Engineer
735 N. Farish St.
Jackson, MS 39225

Cummings Marine
c/o Thomas C. Cummings
P.O. Box 13262
Memphis, TN 38113

Delta Barge Services (n.k.a Runyon Industries)
c/o Stan Runyon
President
4300 Millington Road
Memphis, Tennessee 38127

Delta Pride Catfish, Inc.
c/o Beverly M. Nobile
Vice President Administration
& Corporate Secretary
Industrial Park
Indianola, MS 38751

Delta Terminal, Inc.
c/o John W. McPherson
President
P.O. Box 690
Indianola, MS 38751

DeVilbiss Air Power Company
c/o Louis L. Ainsworth
Secretary
5500 Wayzata Blvd., Suite 800
Golden Valley, MN 55416

Dickerson & Bowen, Inc.
c/o Cecil P. Estess
Secretary/Treasurer
P.O. Box 1008
Brookhaven, MS 39602

Diesel Recon Division of Cummins Inc.
c/o John A. Rubino III
Senior Counsel
500 Jackson Street
Columbus, IN 47202-3005

Dutch Oil Company
c/o Joe Gillis
President
P.O. Box 2323
Columbus, MS 39704

Thyssenkrupp Elevator Manufacturing, Inc.
(f.k.a Dover Elevator)
c/o Jesse L. Matuson
Director of Real Estate & Leasing
1125 Schilling Blvd., Suite 101
Collierville, Tennessee 38017

Dufour Petroleum, Inc.
c/o Mike Howell
President
1374 Highway 11
Petal, MS 39465

Fitzner Pontiac
c/o William T. Cooper
Gholson, Hicks & Nichols
P.O. Box 1111
Columbus, Mississippi 39703-1111

APPENDIX B

LIST OF SETTLING PARTIES

FMC Technologies, Inc. (as successor to FMC Corp. for purposes of this matter)
c/o Fernando Camuzzi
Manufacturing Manager
Highway 145 North
Tupelo, MS 38801

Fuel Mart #622
c/o William C. Ports
Chief Executive Officer
P.O. Box 1046
Wooster, OH 44691

Galloway Memorial United Methodist Church
c/o Jim Walden
Chair of Trustee
305 N. Congress St.
Jackson, MS 39201

GATX Terminals Corporation
(n.k.a. Kinder Morgan Liquids Terminals, LLC)
c/o Harold D. King
Vice President
405 Clinton Drive
Galena Park, TX 77547

Georgia-Pacific Corporation
c/o Ronald T. Allen
Principal Counsel-Environmental
133 Peachtree Street
Atlanta, GA 30303

Georgia Gulf Corporation - Gallman
c/o Daniel J. Brown
Corporate Counsel
20043 Highway 51
Gallman, Mississippi 39077

Goldman Equipment Co.
c/o Kenneth W. Vines
General Manager
P.O. Box 368
Waterproof, LA 71375

- Goolsby Trucking
c/o Lee Goolsby
President
1218 West Bankhead
New Albany, MS 38652

Gray Daniels Ford
c/o Robert E. Gray
President
P.O. Box 1269
Brandon, MS 39043

Griner Drilling Service, Inc.
c/o Greg Rayborn
Safety Director
1014 Hwy 98 ByPass
Columbia, MS 39429

Grinnell Corporation
c/o Peter Flemister
16100 S. Lathrop Avenue
Harvey, IL 60426

GSI Plastics (n.k.a. Outdoor Technologies)
c/o Brian Hammerbacher
President
1576 Magnolia Drive
Macon, MS 39341

H & H Oil Recovery, Inc.
c/o David Hardin
President
3580 Hwy 6415
Camden, TN 38320

HBM Environmental, Inc.
c/o Jeffrey Armstrong
President
405 Clinton Drive
Galena Park, TX 77547

Haygood of Mississippi
Stephens Inc.
c/o Todd C. Ferguson
111 Center Street
Little Rock, AR 72201

Haynes International Inc.
c/o Robert I. Hanson
General Manager
3786 Second Street
Arcadia, LA 71001

APPENDIX B

LIST OF SETTLING PARTIES

Heatcraft, Inc.
(n.k.a. Lennox International Inc.)
c/o Mark Yohman
Director, Environmental Affairs
P.O. Box 799900
Dallas, TX 75379

The Hertz Corporation
c/o Eric Swartwood
Vice President - Facilities & Construction
225 Brae Boulevard
Park Ridge, NJ 07656

Hill City Oil Co., Inc. (f.k.a. Mapco)
c/o Jeanette Roberts
Corp. Secretary
P.O. Box 168
Vicksburg, MS 39181

Holmes Trucking
(a.k.a. Holmes Company of Jackson)
c/o Jack Holmes
Vice President/Secretary/Treasurer
P.O. Box 180549
Richland, MS 39218

Holnam Artesia
(n.k.a. Holcim (US) Inc.)
c/o James Boyd
Plant Manager
P.O. Box 185
Artesia, MS 39736

Howard Industries, Inc.
c/o Richard L. Yoder
P.O. Box 106
Laurel, MS 39441-0106

Hughes Aircraft (n.k.a. Raytheon Systems)
c/o Regina L. Bass
EHS/Facilities Manager
19859 Highway 80
Forest, MS 39074

Hydro Aluminum Puckett
c/o Robert Wilson
HES Administrator
2650 Hwy 18; P.O. Box 306
Puckett, MS 39151

Hydro/Power
c/o McCoy L. Hamilton
General Manager/President
318 Airport Road
Pearl, MS 39208

ITW Paslode
Division of Illinois Tool Works Inc.
c/o Philip S. Dalosto
Assistant Secretary
3600 West Lake Avenue
Glenview, IL 60025

Illinois Central/Canadian National
c/o N. Pellerin
AVP Environment
455 N. City Front Plaza
Chicago, IL 60611-5504

International Paper Company
c/o Steven J. Ginski
Senior Counsel, Environment,
Health, Safety and Logistics
6400 Poplar Avenue
Memphis, TN 38197

J.B Truck Repair
c/o Jerry Brandon
Owner
1212 Simpson Hwy 49
Magee, MS 39111

Jackson Industrial Uniform Service, Inc.
c/o Jeffrey L. Wright
Chief Financial Officer and Secretary
G&K Services, Inc.
5995 Opus Parkway, Suite 500
Minnetonka, MN 55343

Jackson Oil Products
c/o Henry Williams
P.O. Box 5568
Jackson, MS 39288

APPENDIX B

LIST OF SETTLING PARTIES

Jackson Public Transportation Co., Inc.
(a.k.a Jatran)
c/o Robert Babbitt
President
McDonald Transit Associates, Inc.
4040 Fossil Creek Boulevard, Suite 200
Forth Worth, TX 76137

Jim's Tank Service
c/o J. Lance Berryhill
Chief Manager
P.O. Box 281431
Memphis, TN 38168

JR Food Mart (a.k.a. JFM Inc.)
c/o Regina Jones
Exec VP & Treasurer
4276 Lakeland Drive
Flowood, MS 39232

Kenworth of Jackson, Inc.
c/o C. R. Connor
President
421 Hwy 49 S.
Richland, MS 39218

Kerr-McGee Chemical LLC
(as successor to Kerr-McGee
Chemical Corporation)
c/o George D. Christiansen
Vice President
123 Robert S. Kerr Avenue
Oklahoma City, OK 73102

Koch Nitrogen Company
c/o James R. Hannan
Vice President
P.O. Box 2256
Wichita, KS 67201

Kuhlman Electric Corporation
c/o Paul Acheson
Vice President & General Manager
101 Kuhlman Blvd.
Crystal Springs, MS 39059

L.E. Bell Construction Co., Inc.
c/o Larry E. Bell
President
1226 County Road #11
Heflin, AL 36264

La Gloria Oil and Gas Company
c/o Andrew Lapayowker
Secretary
425 McMurrey Drive
Tyler, Texas 75702

LA I-20 East Travel Center
c/o Kyle Dorbeck
Secretary, Treasurer
I-20 and US 65 Exit 171
Tallulah, LA 71282

Labour Pump Company
c/o Arthur Kodroff
V.P. Finance
2005 Dr. M. L. King Jr. St.
Indianapolis, IN 46202

Lady Luck Gaming Corporation
c/o Richard F. Bulger
Mayer, Brown, Rowe & Maw
190 South LaSalle Street
Chicago, Illinois 60603

L & P Mississippi Manufacturing, Inc./
Leggett & Platt, Inc.
c/o Scott Douglas
Assoc. General Counsel/Asst. Sec.
No. 1 Leggett Road
Carthage, MO 64836

Lehman-Roberts Company
c/o William L. Penny
Wyatt, Tarrant & Combs, LLP
2525 West End Avenue, Suite 1500
Nashville, Tennessee 37203

MLTC Co. (f.k.a. Marathon
Le Tourneau Company)
c/o Jonathan A. Conte
Blank Rome LLP
PNC Center, 201 East Fifth Street, Suite 1700
Cincinnati, OH 45202

APPENDIX B

LIST OF SETTLING PARTIES

Louisiana-Pacific Corporation
c/o William L. Hebert
Vice President - Business Development
805 SW Broadway, Suite 700
Portland, OR 97205

Mack Zito's (a.k.a. Intercoastal Marine Repair)
c/o Barry J. Boudreaux
Executive Vice President
P.O. Box 10306
Jefferson, LA 70181-0306

Magee Tire & Service, Inc.
c/o Billy H. Blair
President
425 Simpson Hwy 149
Magee, MS 39111

Magnetek, Inc.
c/o David P. Reiland
Executive Vice President and
Chief Financial Officer
26 Century Blvd, Suite 600
Nashville, TN 37214

Maurey Manufacturing Corp.
c/o George T. Walker
President
410 Industrial Park Drive
Holly Springs, MS 38635

McLane Southern, Inc.
c/o Len E. Mewhinney
Secretary & General Counsel
4747 McLane Parkway
Temple, Texas 76504

Memphis Light, Gas and Water Division
c/o Herman Morris, Jr.
President and CEO
220 S. Main St.
Memphis, Tennessee 38103

Metal Processors, Inc.
c/o Monroe M. Wright
Asst. Secretary & CFO
120 Beatty Street
P.O. Box 23309
Jackson, MS 39225-3309

Michelin North America, Inc.
(as successor to Uniroyal Goodrich Tire Company)
c/o Jo Anne B. Hennigan
Corporate Counsel
P.O. Box 19001, One Parkway South
Greenville, SC 29602-9001

Mid South Tire & Truck Service, Inc.
c/o John B. Macoy
President
1200 I-20 W Frontage Rd.
Jackson, MS 39204

Midland Container
c/o Dan Bowman
General Manager
100 Willie Drive
Jackson, MS

Mississippi Department of Environmental Quality
c/o Charles H. Chisolm
Executive Director
P.O. Box 20305
Jackson, MS 39289-1305

Mississippi Department of
Transportation/Mississippi Transportation
Commission
c/o Larry L. Brown
Executive Director of the Mississippi Department
of Transportation
401 N. West Street
Jackson, MS 39201

Mississippi Export Railroad
c/o Greg Luce
President
P.O. Box 8743
Moss Point, MS 39562

Mississippi Forestry Commission
c/o Everard G. Baker
Asst. State Forester
301 N. Lamar Street, Suite 300
Jackson, MS 39201

APPENDIX B

LIST OF SETTLING PARTIES

Mississippi Materials Company
c/o Daniel L. Rodgers
President
P.O. Box 307
815 West Fortification Street
Jackson, Mississippi 39205

Morris Petroleum, Inc.
c/o Charles L. Morris
Secretary/Treasurer
P.O. Box 227
Ridgeland, MS 39158

Morton International, Inc.
(a Rohm and Haas Subsidiary)
c/o Jeffrey C. Wyant
Chief Regulatory Counsel
100 Independence Mall West
Philadelphia, PA 19106

Mueller Copper Fittings Company, Inc.
c/o John P. Fonzo
Vice President - Legal Secretary
P.O. Box 457
1033 Spring Street Ext.
Fulton, MS 38843

Multicraft International Limited Partnership
c/o A Mallinson
President
4500 I 55 N, Ste 279
Jackson, MS 39211

Multitec Engineering, Inc., and
Preferred Technical Group, Inc.
(subsidiaries of Dana Corp.)
c/o Lisa Wurster
Managing Attorney
4500 Dorr Street
Toledo, Ohio 43615

Murphy Environmental
(n.k.a Murphy & Sons)
c/o David G. Murphy
President
P.O. Box 492
Southaven, MS 38671

NTN Bower Corporation
c/o Dwight Nixon
Plant Manager
2086 Military Street South
Hamilton, AL 35570

Pennzoil Lube & Go
c/o Winnie Walker
2004 Hwy 82 W
Greenwood, MS 38930

Pennzoil-Quaker State Company
c/o T. Allen Kirkley
Vice President - Supply Chain
P.O. Box 2967
Houston, TX 77252-2967

Penske Truck Leasing Co., L.P.
c/o Andrew E. Cullen
Director, Envir. Services
P.O. Box 7635
Reading, PA 19603

Performance Oil Equipment, Inc.
c/o Jimmy Ratcliff
President
920 East McDowell Road
Jackson, MS 39204

Phifer Wire Products, Inc.
c/o Charles E. Morgan
Sr. Executive VP and General Counsel
P.O. Box 1700
Tuscaloosa, Alabama 35403-1700

Precoat Metals
c/o Robert L. Mead
Director Environmental Affairs
1095 Mendall Davis Drive
Jackson, MS 39272

Premium Tank Lines, Inc.
c/o Terry L. Malone
Vice President
P.O. Box 1123
Jackson, MS 39215-1123

APPENDIX B

LIST OF SETTLING PARTIES

Presto Manufacturing
c/o J. Michael Prairie, Jr.
Resident Counsel
P.O. Box 10057
Jackson, Mississippi 39206

The Procter & Gamble Manufacturing Company
c/o Margaret W. Dewan
Senior Counsel
1 Procter & Gamble Plaza
Cincinnati, OH 45202

Rail Bearing Service, Inc.
c/o Nathan H. Turbeville
Trustee in Dissolution
100 Shockoe Slip
Richmond, VA 23219-4140

Rapid Oil Change, Inc. (#1, 2 and 3)
c/o Stanley E. Sullivan Jr
President
1030 C Lakevillage Cir
Brandon, MS 39047

Resource Recovery, Inc.
c/o Henry Williams
Gen. Manager
P.O. Box 5568
Jackson, MS 39288

The Rival Company
(f.n.a. Rival Manufacturing Company)
c/o Paul Izzo
Sr. V. P. and General Counsel
One Holmes Way
Milford, MA 01757

Ryder #1568
c/o Art A. Garcia
VP & Controller
3600 NW 82 Avenue
Miami, FL 33166

Ryder Truck Rental, Inc. - Corporate Office
c/o Art A. Garcia
VP & Controller
3600 NW 82 Avenue
Miami, FL 33166

Samson Resources Company
c/o Jack A. Canon
Senior Vice President
Two West Second St.
Tulsa, OK 74103

Siemens Power Transmission & Distribution, Inc.
c/o Marcus A. Horn
VP, Transmission Products Division
P.O. Box 6289
Jackson, MS 39288-6289

Signature Works
c/o Jeff S. Easterling
Vice President
1 Signature Drive
Hazlehurst, MS 39083

Singley Construction Co., Inc.
c/o Richard Ellis
Technical Manager, Environmental Projects
P.O. Box 389
Columbia, MS 39429

Slidell Travel Center, Inc.
(f.k.a. 76 Truck Stop, a.k.a. Slidell Union 76 Auto)
c/o G. Robert Morris
Vice President
1682 Gause Blvd.
Slidell, LA 70459

Smith & Nephew Richards
(n.k.a. Smith & Nephew, Inc.)
c/o Robert A. Lucas
Assistant Secretary
1450 Brooks Rd.
Memphis, TN 38116

Sojourner Trucking Company
c/o Charlie Sojourner
President
26113 Hwy 27 South
Crystal Springs, MS 39059

South Mississippi Electric Power Assn.
c/o Henry Thomas
General Manager
P.O. Box 15849
Hattiesburg, MS 39404-5849

APPENDIX B

LIST OF SETTLING PARTIES

Southern Belle Foods
(a.k.a. Bryan Foods Group Corp.,
n.k.a. Southern Family Foods)
c/o Guy Jackson
Group Safety/Environmental Manager
100 Churchill Road
West Point, MS 39773

The Southern Co., Inc. (FIN 62-0431750)
c/o Eric M. Scott
President and C.E.O.
P.O. Box 2059
Memphis, TN 38101

Southern Cotton Oil Co.
c/o William H. Camp
Senior Vice President
4666 Faries Parkway, P.O. Box 1470
Decatur, IL 62526

Southern Natural Gas Company
c/o Greg Odegard
Vice President
P.O. Box 2511
Houston, TX 77002

Southwire Company
(a.k.a. Arkansas Building Wire Plant
a.k.a. Southwire Specialty Products)
c/o Stanley L. Tate
Vice-President and General Counsel
One Southwire Drive
Carrollton, Georgia 30119

Sullivan Ford (a.k.a. Allbritton Sullivan Ford)
c/o A. Lavelle Sullivan
GM-Sect./Treas.
P.O. Box 3010
Brookhaven, MS 39603

Sunbeam Products, Inc.
c/o Vic Michels
VP - Legal
2381 Executive Center Drive
Boca Raton, FL 33431

Superior Asphalt, Inc.
c/o Hamp Sterling
Environmental Manager
P.O. Box 720099
Jackson, MS 39272-0099

TEPPCO, Inc.
(n.k.a. TE Products Pipeline Company, L.P.)
c/o L. Kristine Aparicio
Manager Environmental Protection
2929 Allen Parkway
Houston, Texas 77019

The Thermos Company
c/o Frank McCosh
Plant Manager
355 Thermos Road
Batesville, MS 38606

Emhart Industries, Inc.
(on behalf of True Temper Sports)
c/o Linda H. Biagioni
Vice-President
701 East Joppa Road
Towson, Maryland 21286

Truman Arnold Companies
c/o James H. Day
Vice President
701 S. Robinson Road
Texarkana, TX 75501

Tyson Foods, Inc.
c/o James H. Mardis
Director Environmental Compliance
2210 Oaklawn Drive
Springdale, AR 72762-6999

UNR Leavitt
c/o Timothy W. Kirk
Attorney
Rohn Industries, Inc.
6718 W. Plank Road
Peoria, IL 61604

United Parcel Service, Inc., an Ohio Corporation
c/o Cathy A. Harper
Asst. Secretary
55 Glenlake Parkway, NE
Atlanta, GA 30328

APPENDIX B

LIST OF SETTLING PARTIES

U. S. Motors
c/o Michele Morhenn
Shaw Pittman LLP
2300 N Street, N.W.
Washington, DC 20037

Van Camp Trailer & Body, Inc.
c/o Joe W. Lesley
President
6045 I-55 South
Jackson, MS 39272

Vaughan Const. Co. Inc.
c/o Dean E. Gerber
President
115 Old 49 South
Richland, MS 39218

Velsicol Chemical Corporation
(a.k.a. Memphis Environmental Center, Inc.)
c/o Charles R. Hanson
Vice President EHS
2603 Corporate Ave., Suite 150
Memphis, Tennessee 38132

Vickers, Inc. (n.k.a. Eaton Aerospace LLC)
c/o Lynn R. Rogozinski
Corporate Attorney
1111 Superior Ave
Cleveland, OH 44114

City of Vicksburg
c/o Gertrude A. Young
Mayor Pro-Tem
P.O. Box 150
Vicksburg, MS 39181

Walker Manufacturing
(n.k.a. Tenneco Automotive
Operating Company Inc.)
c/o Robert P. Zapinski
Corporate Counsel
500 North Field Drive
Lake Forest, Illinois 60045

Wal-Mart Transportation LLC
c/o Dave Reiff
Senior Vice President Transportation
311 North Walton Blvd
Bentonville, AR 72716

Waste Management of Mississippi, Inc.
(Waste Management Natchez, Waste Management
Prairie Bluff, Waste Management
Summit/McComb)
c/o March Smith
Director of Closed Sites
2859 Paces Ferry Road
Atlanta, Georgia 30339

West Implement Company
c/o Jeff L. Morgan
V. Pres.
P.O. Box 1389
Cleveland, MS 38732

Wilson Waste Service
c/o James E. Wilson
405 E Hoadley
Pine Bluff, AR 71602

W.G. Yates & Sons
(f.k.a. Yates Construction Co.)
c/o Hamp Sterling
Environmental Manager
P.O. Box 720147
Jackson, MS 39272-0147

Yellow Freight System, Inc.
(n.k.a. Yellow Transportation, Inc.)
c/o Jerry C. Bowlin
Asst. Secretary
10990 Roe
Overland Park, KS 66211

Thomas D. Crowson, MD
5016 4th Pl
Meridian, MS 39305

APPENDIX C

Map of the Site



DEPARTMENT OF THE ARMY
UNITED STATES ARMY LEGAL SERVICES AGENCY
801 NORTH STUART STREET
ARLINGTON VA 22203-1837



REPLY TO
ATTENTION OF

July 28, 2003

Environmental Law Division

U. S. Department of Justice
Environmental and Natural Resources Division
Environmental Defense Section
ATTN: Tracy Gruis
Box 23986
Washington, DC 20026-3986

Re: Industrial Pollution Control Superfund Site

Dear Ms. Gruis:

Subject to the comments below, the United States Army concurs with the terms of the proposed Administrative Order on Consent (AOC) regarding the Industrial Pollution Control Superfund (Site).

To summarize our understanding of the terms of the AOC, the United States, on behalf of the settling federal agencies, will agree to settle their liability for response costs incurred at the Site. The amount of the Army's contribution for these response costs to be incurred is \$5,883. This is based upon a volumetric share of 12,950 gallons of hazardous wastes multiplied by .454316 Cents per gallon. We understand that you will seek certification of the required amount for payment from the Judgment Fund. We do not have an appropriation available to pay the amount discussed.

Under the terms of the AOC, the United States, to include the settling federal agencies, shall be released from liability regarding past response costs and all CERCLA and other claims associated with any and all environmental remediation of the Site, other than natural resource damage claims. AOC para. 21 & 25. The AOC also provides for the United States to receive CERCLA section 113(f)(2) contribution protection for past response costs associated with the Site. AOC para. 25.

I find that entering into the AOC regarding the Industrial Pollution Control Superfund Site is in the best interest of the Army and I agree that it should be presented for payment from the Judgment Fund. Please forward the fully executed AOC to this

office, to the attention of CPT Tom Carter, once it is available. If you have any questions, do not hesitate to call CPT Tom Carter or myself at (703) 696-1230.

Sincerely,



Craig B. Teller
Colonel, U.S. Army
Chief, Environmental Law Division

As between the below-signed Settling Federal Agency and EPA, the following paragraphs of the above agreement are amended as follows:

Paragraph 11.a. is revised to clarify the amount being paid by TVA from its own funds, and the amount being paid by the United States on behalf of all other Settling Federal Agencies, Subparagraph 11.a.i- 11.a.iii shall apply as written:

"11.a. Pay to the EPA Hazardous Substance Superfund \$72,155.00 in reimbursement of Past Response Costs on behalf of all Settling Federal Agencies except the Tennessee Valley Authority (TVA); TVA shall pay to the EPA Hazardous Substance Superfund \$12,994.00 in reimbursement of Past Response Costs on behalf of TVA."

Paragraph 13 is revised to reflect that only TVA and the Settling Parties shall send notice that such payment has been made to EPA in accordance with the paragraph.

Paragraph 32 is amended to reflect that only TVA and the Settling Parties will provide EPA with notice in writing of initiation of a suit or claim for contribution brought by them for matters related to this Agreement.

FOR THE DEPARTMENT OF THE ARMY:
(Army Environmental Law Division)


COL Craig Teller
Chief, Environmental Law Division
7-31-03
Date

FOR THE MISSISSIPPI ARMY NATIONAL GUARD:


JAMES H. LIPSCOMB III
Major General
The Adjutant General
7-25-03
Date

As between the below-signed Settling Federal Agency and EPA, the following

Title

Date

As between the below-signed Settling Federal Agency and EPA, the following paragraphs of the above agreement are amended as follows:

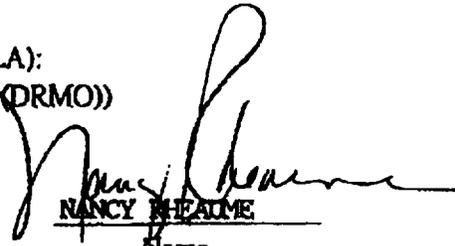
Paragraph 11.a. is revised to clarify the amount being paid by TVA from its own funds, and the amount being paid by the United States on behalf of all other Settling Federal Agencies; Subparagraphs 11.a.i - 11.a.iii shall apply as written:

"11.a. Pay to the EPA Hazardous Substance Superfund \$72,155.00 in reimbursement of Past Response Costs on behalf of all Settling Federal Agencies except the Tennessee Valley Authority (TVA); TVA shall pay to the EPA Hazardous Substance Superfund \$12,994.00 in reimbursement of Past Response Costs on behalf of TVA."

Paragraph 13 is revised to reflect that only TVA and the Settling Parties shall send notice that such payment has been made to EPA in accordance with the paragraph.

Paragraph 32 is amended to reflect that only TVA and the Settling Parties will provide EPA with notice in writing of initiation of a suit or claim for contribution brought by them for matters related to this Agreement.

FOR THE DEFENSE LOGISTICS AGENCY (DLA):
(U.S. Defense Reutilization and Marketing Office (DRMO))


NANCY BEAHM

Name

EXECUTIVE DIRECTOR

Title

July 17, 2003
Date

As between the below-signed Settling Federal Agency and EPA, the following paragraphs of the above agreement are amended as follows:

Paragraph 11.a. is revised to clarify the amount being paid by TVA from its own funds, and the amount being paid by the United States on behalf of all other Settling Federal Agencies, Subparagraphs 11.a.i - 11.a.iii shall apply as written:

"11.a. Pay to the EPA Hazardous Substance Superfund \$72,155.00 in reimbursement of Past Response Costs on behalf of all Settling Federal Agencies except the Tennessee Valley Authority (TVA); TVA shall pay to the EPA Hazardous Substance Superfund \$12,994.00 in reimbursement of Past Response Costs on behalf of TVA."

Paragraph 13 is revised to reflect that only TVA and the Settling Parties shall send notice that such payment has been made to EPA in accordance with the paragraph.

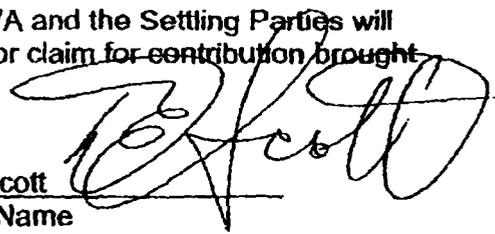
Paragraph 32 is amended to reflect that only TVA and the Settling Parties will provide EPA with notice in writing of initiation of a suit or claim for contribution brought by them for matters related to this Agreement.

FOR THE DEPARTMENT OF LABOR:

D. E. Scott
Name

Contracting Officer
Title

July 15, 2003
Date





DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS
WASHINGTON, D.C. 20314-1000

REPLY TO
ATTENTION OF.

Office of the Chief Counsel

July 17, 2003

Ms. Letitia Grishaw
U.S. Department of Justice
Environment & Natural Resources Division
Environmental Defense Section
601 D St., N.W.
Washington, D.C. 20004

RE: Industrial Pollution Control Site

Dear Ms. Grishaw:

The U.S. Army Corps of Engineers (Corps) is responsible for settlement matters related to waste that the Corps' Vicksburg District is claimed to have sent to the Industrial Pollution Control Site (IPC), a waste oil/waste recycling facility located in Hinds County, Jackson, Mississippi.

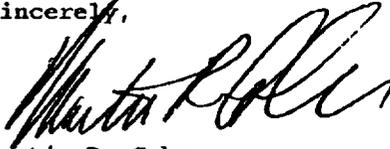
I have reviewed the proposed settlement, which embodies an Administrative Order on Consent (AOC), as well as supplementary information and recommendations for approval from both the Corps' Mississippi Valley Division and the Vicksburg District. The Environmental Protection Agency (EPA) originally cleaned up the Site, at its own cost, and it is looking for reimbursement of its \$3,688,537 of clean-up costs from the several Potentially Responsible Parties (PRPs), which include the Corps. The EPA issues AOCs pursuant to section 106(a) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9606(a). I am advised that the Assistant Attorney General will be provided the AOC in order to approve its issuance.

The work done at the Site is concluded. The United States will make a settlement payment on behalf of four Federal Agencies, including the Corps, and the Tennessee Valley Authority will make its own payment in settlement of the matter. The settlement amount is based on the gallons of waste sent by each party to the IPC site, the total number of gallons of waste at the Site, EPA's costs of remediation, and the PRP steering committee's additions to and subtractions from the total amount due to EPA. The documentation shows that the Corps sent 127,814 gallons of waste to the Site, and the United States is being asked to pay a total of \$72,155 for all four of the Agencies involved.

I have no legal objection to execution of the AOC by the Vicksburg District Engineer as recommended both by the District and Division Counsels. However, since the Corps has no appropriations available to make the payments required by the AOC, my agreement with execution of the AOC is subject to all federal respondent payment requirements being certified to and paid from the Judgment Fund. My understanding from DoJ is that it anticipates the Assistant Attorney General will approve issuance of the AOC, and then, DoJ will certify

this matter to the Department of the Treasury (Treasury) for payment from the Judgment Fund. I also understand that DoJ anticipates Treasury will pay the amounts required by the AOC.

Sincerely,



Martin R. Cohen
Assistant Chief Counsel
For Litigation

CC: CEMVD-OC
CEMVK-OC

4. 2003 10:30AM OFFICE OF COUNSEL

NO. 0461 P. 2

As between the below-signed Settling Federal Agency and EPA, the following paragraphs of the above agreement are amended as follows:

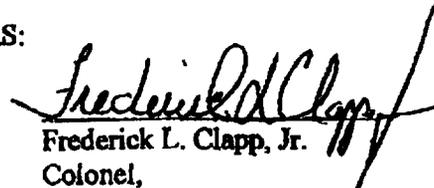
Paragraph 11.a. is revised to clarify the amount being paid by TVA from its own funds, and the amount being paid by the United States on behalf of all other Settling Federal Agencies, Subparagraphs 11.a.i - 11.a.iii shall apply as written:

"11.a. Pay to the EPA Hazardous Substance Superfund \$72,155.00 in reimbursement of Past Response Costs on behalf of all Settling Federal Agencies except the Tennessee Valley Authority (TVA); TVA shall pay to the EPA Hazardous Substance Superfund \$12,994.00 in reimbursement of Past Response Costs on behalf of TVA."

Paragraph 13 is revised to reflect that only TVA and the Settling Parties shall send notice that such payment has been made to EPA in accordance with the paragraph.

Paragraph 32 is amended to reflect that only TVA and the Settling Parties will provide EPA with notice in writing of initiation of a suit or claim for contribution brought by them for matters related to this Agreement.

FOR THE U.S. ARMY CORPS OF ENGINEERS:



Frederick L. Clapp, Jr.
Colonel,
Corps of Engineers
District Engineer

July 22, 2003



Tennessee Valley Authority, 400 West Summit Hill Drive, Knoxville, Tennessee 37902-1401

July 23, 2003

Tracy N. Gruis, Esq.
U. S. Department of Justice
ENRD-EDS, Room 8143
601 D Street, NW
Washington, D.C. 20004

Dear Ms. Gruis:

We are enclosing the signed signature page evidencing the Tennessee Valley Authority's (TVA) consent to settlement of this matter. TVA's consent is based on the terms of the agreement attached to your July 7, 2003, e-mail to me, as amended by the language added to the TVA signature page, and including "Appendix A" attached to your July 16, 2003, e-mail to me, which identifies the "Settling Federal Agencies." TVA has never received "Appendix B," which identifies the "Settling Parties." We would appreciate it if you would send us Appendix B at your convenience so that our files will be complete.

Paragraph 37 of the agreement contains an acknowledgment by the United States that each Settling Federal Agency has certified its compliance "with any and all EPA requests for information pursuant to" certain sections of the Comprehensive Environmental Response, Compensation, and Liability Act, and the Resource Conservation and Recovery Act. Please be advised that the Environmental Protection Agency (EPA) did not serve any such requests on TVA and, accordingly, TVA has not provided information to EPA in response to such requests. TVA's agreement to the settlement should not be viewed as implying that there were such requests, or that TVA has provided information to EPA in response to such requests. TVA makes no representation as to what information would have been provided to EPA if information requests had been made.

TVA understands that the settlement amounts allocated to it and the other Settling Federal Agencies were provided to you by counsel for the non-federal group of potentially responsible parties, and that the amounts are based on volumetric information provided by EPA. TVA makes no representation as to the accuracy of the volumetric information provided by EPA.

Tracy N. Gruis, Esq.
Page 2
July 23, 2003

Thank you for your assistance in resolving this matter.

Sincerely,

D. Mark Hastings

D. Mark Hastings
Senior Attorney

Enclosure

cc (Enclosure):

Kathleen West, Esq.
Associate Regional Counsel
Environmental Protection Agency
Region 4
Atlanta Federal Center
61 Forsyth St., SW
Atlanta, Georgia 30303

As between the below-signed Settling Federal Agency and EPA, the following paragraphs of the above agreement are amended as follows:

Paragraph 11.a. is revised to clarify the amount being paid by TVA from its own funds, and the amount being paid by the United States on behalf of all other Settling Federal Agencies:

"11.a. Pay to the EPA Hazardous Substance Superfund \$72,155.00 in reimbursement of Past Response Costs on behalf of all Settling Federal Agencies except the Tennessee Valley Authority (TVA); TVA shall pay to the EPA Hazardous Substance Superfund \$12,994.00 in reimbursement of Past Response Costs on behalf of TVA."

Paragraph 11.a.i. is amended to reflect that as to TVA, EPA may raise issues relating to payment to TVA's General Counsel, and that if TVA does not make its payment within the time specified in this Agreement, appropriate decision-making officials of EPA and TVA will meet within the next 30 days to resolve the issue finally.

Paragraph 11.a.iii is amended to reflect that TVA's payment will not be made with appropriated funds.

Paragraph 12 is amended to reflect that TVA shall make its payment by check from TVA.

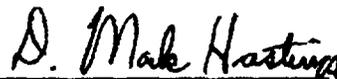
Paragraph 13 is revised to reflect that only TVA and the Settling Parties shall send notice that such payment has been made to EPA in accordance with the paragraph.

Paragraph 32 is amended to reflect that only TVA and the Settling Parties will provide EPA with notice in writing of initiation of a suit or claim for contribution brought by them for matters related to this Agreement.

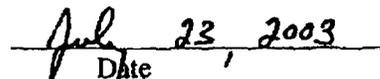
Paragraph 38 is amended to reflect that in addition to notice being provided to DoJ, any notice involving TVA shall also be provided to:

General Counsel
Tennessee Valley Authority
400 West Summit Hill Drive
Knoxville, Tennessee 37902-1401.

FOR THE TENNESSEE VALLEY AUTHORITY:



D. Mark Hastings
Senior Attorney
Tennessee Valley Authority
400 West Summit Hill Drive
Knoxville, Tennessee 37902-1401
865/632-4188


Date

Industrial Pollution Control Superfund Site - 122(b)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Rapid Oil Change Inc. #1, 2, & 3
[Print PRP Name]

10300 LAKEVILLAGE CR.

BRANDON MS 39047
[Address]

BY: Stanley E Sullivan Pres 7-16-03
[Signature] [Date]

STANLEY E SULLIVAN JR Pres
[Printed Name]

ROX INC #1, 2 & 3
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Resource Recovery, Inc.
[Print PRP Name]
P.O. Box 5568
Jackson, MS 39288
[Address]

By: 
[Signature]

7-14-03
[Date]

Henry Williams
[Printed Name]

Gen. Manager
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: The Rival Company (formerly Rival Manufacturing Company)
[Print PRP Name]

One Holmes Way

Milford, MA 01757
[Address]

By: Paul Izzo [Signature] 7/14/03 [Date]

Paul Izzo
[Printed Name]

SR. V. P. and General Counsel
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: _____
Ryder #1568
[Print PRP Name]
3600 NW 82 Avenue

Miami, FL 33166
[Address]

By: Art A. Garcia July 17, 2003
[Signature] [Date]
Art A. Garcia
[Printed Name]
VP 4 CONTRACTS
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Ryder Truck Rental, Inc. - Corporate Office
[Print PRP Name]
3600 NW 82 Avenue
Miami, FL 33166
[Address]

By:  [Signature] July 17, 2003 [Date]
Art A. Garcia [Printed Name]
IPA Controller [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: JAMSON RESOURCES COMPANY
[Print PRP Name]
Two West Second St.
Tulsa, OK 74103
[Address]

By: _____ [Signature] _____ [Date]
[Signature] 2/18/08
JACK A. CANON
[Printed Name]
Sr. Vice President
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: SIEMENS POWER TRANSMISSION & DISTRIBUTION, INC.
[Print PRP Name]

P. O. Box 6289

JACKSON, MS 39288-6289

[Address]

By: _____
[Signature]

JULY 10, 2003
[Date]

MARCUS A. HORN
[Printed Name]

VP, TRANSMISSION PRODUCTS DIVISION
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Signature Works
[Print PRP Name]
1 Signature Drive
Hazlehurst, MS 39083
[Address]

By: Jeff S. Easterling [Signature] 10 July 2003 [Date]
Jeff S. Easterling [Printed Name]
Vice President [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Singley Construction Co., Inc.
[Print PRP Name]
P. O. Box 389
Columbia, MS 39429
[Address]

By:  [Signature] July 14, 2003 [Date]
Richard Ellis
[Printed Name]
Technical Manager, Environmental Projects
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: SlideLL Travel Center, Inc., AKA 76 Truck Stop,
AKA SLideLL UNION 76 AUTO
[Print PRP Name]

1682 GAUSE BLVD.

SLideLL, LA 70459
[Address]

BY: 
[Signature]

JULY 8, 2003
[Date]

G. Robert Morris
[Printed Name]
Vice President
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Smith & Nephew Richards (now Smith & Nephew, Inc.)
[Print PRP Name]

1450 Brooks Rd.

Memphis, TN 38116
[Address]

By: [Signature]
[Signature]

July 1, 2003
[Date]

Robert A. Lucas
[Printed Name]

Assistant Secretary
[Title]

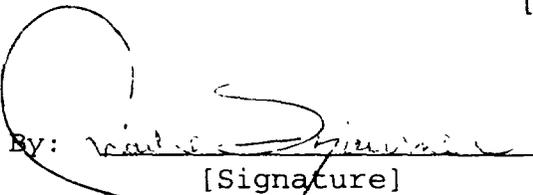
Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: SOJOURNER TRUCKING COMPANY
[Print PRP Name]
26113 HWY 27 SOUTH
CRYSTAL SPRINGS, MS 39059
[Address]

By: 
[Signature]

7/14/03
[Date]

CHARLIE SOJOURNER
[Printed Name]

PRESIDENT
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: SOUTH MISSISSIPPI ELECTRIL POWER ASSN.
[Print PRP Name]
P.O. BOX 15047
HATTIESBURG, MS 39404-5047
[Address]

By: X Henry Thomas [Signature] July 8, 2003 [Date]
HENRY THOMAS
[Printed Name]
GENERAL MANAGER
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Southern Belle Foods, aka Bryan Food Group Corp., N/K/A Southern Family Foods
[Print PRP Name]

Guy Jackson
100 Churchill Road
West Point, Ms 39773
[Address]

By: Guy Jackson [Signature] av. [Date] 7-17-2003

Guy Jackson
[Printed Name]
Group Safety / Environmental Manager
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

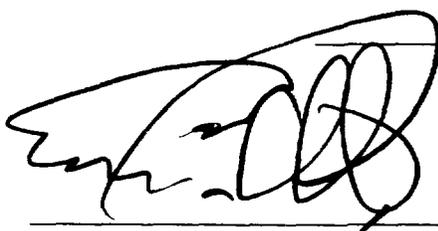
THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: The Southern Co., Inc. FIN 62-0431750

[Print PRP Name]
P.O. Box 2059

Memphis, TN. 38101

[Address]

By:  _____ [Date]
[Signature] 2-4-03

Eric M. Scott as President and C.E.O. of The Southern CO., Inc.

[Printed Name]

As Pres and C.E.O.

[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: SOUTHERN COTTON OIL Co.
[Print PRP Name]
4666 FABRIES PARKWAY, P.O. Box 1470
DECATUR, IL 62526
[Address]

By: William H. Camp, Inc [Signature] 7-9-03 [Date]
WILLIAM H. CAMP [Printed Name]
SENIOR VICE PRESIDENT [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY. _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Southern Natural Gas Company
[Print PRP Name]

P.O. Box 2511

Houston, TX 77002
[Address]

By: [Signature] _____ [Date]
[Signature] 7/8/03
CREG COEGRAN SJM
[Printed Name]
VICE PRES
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

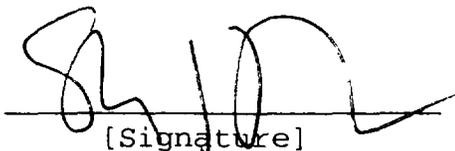
FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Southwire Company a/k/a Arkansas Building Wire Plant a/k/a Southwire Specialty Products
[Print PRP Name]

One Southwire Drive
Carrollton, Georgia 30119
[Address]

By:  [Signature] July 11, 2003 [Date]

Stanley L. Tate
[Printed Name]
Vice-President and General Counsel
[Title]

202.223.1225

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Sullivan Fund For Allbritton - Sullivan PRP
[Print PRP Name]

P.O. Box 3010 Brooklynms 39603
[Address]

By: [Signature] _____ [Date]
A. Lavelle Sullivan
[Printed Name]
6M - Sec. Treas.
[Title]

Sammy Denise Lewis

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Sunbeam Products, Inc.
[Print PRP Name]
2381 Executive Center Drive
Boca Raton, FL 33431
[Address]

By: Vic Michers [Signature] 7/16/03 [Date]
Vic Michers [Printed Name]
VP - Legal [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Superior Asphalt, Inc.
[Print PRP Name]
P. O. Box 720099
Jackson, Ms. 39272-0099
[Address]

By:  [Date]
[Signature] July 14, 2003
Hamp Sterling
[Printed Name]
Environmental Manager

[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: "TEPPCO, INC"
[Print PRP Name]

TE PRODUCTS PIPELINE COMPANY, L.P.
2929 ALLEN PARKWAY
HOUSTON, TEXAS 77019
[Address]

By: [Signature] 08-06-03
[Signature] [Date]

L. KRISTINE APARICIO
[Printed Name]
Manager, Environmental Protection
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: THE THERMOS COMPANY ^{NCU} Thermos LLC
[Print PRP Name] _{SAME ADDRESS}
355 THERMOS ROAD
BATESVILLE MS 38606
[Address]

By: Frank McCosh 7-9-03
[Signature] [Date]
FRANK MCCOSH
[Printed Name]
PLANT MANAGER

[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

EMHART INDUSTRIES, INC.
FOR SETTLING PARTY: ON BEHALF OF TRUE TEMPER SPORTS
[Print PRP Name]

701 East Joppa Road

Towson, Maryland 21286

[Address]

By: Linda H. Biagioni [Signature] 7/11/03 [Date]
Linda H. Biagioni

[Printed Name]
Vice-President

[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Truman Arnold Companies
[Print PRP Name]

701 S. Robison Road

Texarkana, Texas 75501
[Address]

By:  [Signature] August 1, 2003 [Date]

James H. Day
[Printed Name]

Vice President
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Tyson Foods, Inc
[Print PRP Name]

2210 Oaklawn Drive

Springdale AR 72762-6999
[Address]

By: James H. Merdis
[Signature]

July 15, 2003
[Date]

James H. Merdis
[Printed Name]

Director Environmental Compliance
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: UNR LEAVITT
[Print PRP Name]
c/o ROW Industries, Inc.
6718 W. Plank Road
PEORIA, IL 61604
Att'n: Tim Kirk
[Address]

By: Timothy W. Kirk [Signature] _____ 7/17/03 [Date]
Timothy W. Kirk [Printed Name]
Attorney [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: United Parcel Service, Inc, (an Ohio corporation)
[Print PRP Name]
55 Glenlake Parkway, NE
Atlanta, GA 30328
[Address]

By: Cathy A. Harper [Signature] July 15, 2003 [Date]
Cathy A. Harper [Printed Name]
Asst. Secretary [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: U. S. Motors
[Print PRP Name]

[Address]

By: Harold J. Lamboley, Jr.
[Signature]
Harold J. Lamboley, Jr.
[Printed Name]
Vice President

[Title]

July 10, 2003
[Date]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Van Camp Trailer & Body, Inc.
[Print PRP Name]
6045 I-55 South
Jackson, MS 39272
[Address]

By: Joe w. Lesley [Signature] July 14, 2003 [Date]
Joe w. Lesley [Printed Name]
President [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: VAUGHAN COUSE CO INC #72
[Print PRP Name]
115 OLD 49 SOUTH
RICHLAND, MS 39218
[Address]

By: Dean E. Gerber [Signature] 7-14-03 [Date]
DEAN E. GERBER [Printed Name]
PRESIDENT [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Velsicol Chemical Corporation (Memphis Environmental Center, Inc.)
[Print PRP Name]
2603 Corporate Ave. Suite 150
Memphis, Tennessee 38153 38132
[Address]

By: CH Hanson [Signature] 7/11/03 [Date]
CHARLES R. HANSON
[Printed Name]
Vice President EHS
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: VICKERS, INC. (w/k/a EATON AEROSPACE LLC)
[Print PRP Name]

1111 SUPERIOR AVE

CLEVELAND OH 44114
[Address]

By: [Signature] [Signature] JULY 8, 2003 [Date]

LYNN R. ROGOZINSKI
[Printed Name]

CORPORATE ATTORNEY
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: City of Vicksburg
[Print PRP Name]
P. O. Box 150
Vicksburg, MS 39181
[Address]

By:  [Signature] July 15, 2003 [Date]
Gertrude A. Young
[Printed Name]
Mayor Pro-Tem
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Walker Manufacturing, m/k/a Tenneco Automotive Operating Company Inc.
[Print PRP Name]
500 North Field Drive
Lake Forest, Illinois 60045
[Address]

By: Robert P. Zapinski [Signature] 7-17-03 [Date]
ROBERT P. ZAPINSKI [Printed Name]
CORPORATE COUNSEL [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Wal-Mart Transportation LLC
[Print PRP Name]
311 North Walton Blvd.
Bentonville, AR 72716
[Address]

By:  [Signature] 7-14-03 [Date]
DAVE REIFF
[Printed Name]
SR VP TRANSPORTATION
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Waste Management of Mississippi, Inc.*
[Print PRP Name]
2859 Paces Ferry Road

Atlanta, Georgia 30339

[Address]
*Waste Management Natchez
Waste Management Prairie Bluff
Waste Management Summit/McComb

By: March Smith [Signature] July 15, 2003 [Date]

March Smith
[Printed Name]
Director of Closed Sites
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: West Implement Company
[Print PRP Name]
P.O. Box 1389
Cleveland, MS 38732
[Address]

By: Jett L. Morgan [Signature] 7/10/03 [Date]
Jett L. Morgan
[Printed Name]
V. Pres.

[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: WILSON WASTE SERVICE
[Print PRP Name]

405 E. WOODLEY, PINE BLUFF, AR 71602
[Address]

BY: James E. Wilson
[Signature]

7-9-03
[Date]

JAMES E WILSON
[Printed Name]

Owner
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

W.G. Yates & Sons, F/K/A

FOR SETTLING PARTY: **Yates Construction Co.**
_____ [Print PRP Name]

P. O. Box 720147

Jackson, Ms. 39272-0147
_____ [Address]

By: *Hamp Sterling* [Signature] July 14, 2003 [Date]

Hamp Sterling
_____ [Printed Name]

Environmental Manager
----- [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: YELLOW FREIGHT SYSTEM, INC
[Print PRP Name]
now known as yellow transportation, Inc
1099P ROE
OVERLAND PARK KS 66211
[Address]

By: [Signature] [Signature] 7/9/03 [Date]
JERRY C. BOWLIN [Printed Name]
Asst Secretary [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: THOMAS D. CROWSON MD.
[Print PRP Name]
5016 4th St.

MERIDIAN MS 39305
[Address]

By: Thomas D. Crowson MD, 7/9/03
[Signature] [Date]

THOMAS D. CROWSON
[Printed Name]
STOCKHOLDER
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: HOLNAM ARTESIA
[Print PRP Name]

HOLCIM (US) Inc
PO BOX 185
ARTESIA, MS 39736
[Address]

By: James Boyd
[Signature]

July 16, 2003
[Date]

JAMES BOYD
[Printed Name]

PLANT MANAGER
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Howard Industries, Inc.
[Print PRP Name]
c/o Richard L. Yoder
P.O. Box 106

Liquid, MS 39441-0106
[Address]

By: Steven L. Howard [Signature] July 10, 2003 [Date]
Steven L. Howard [Printed Name]
Vice-President of Finance [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Hughes Aircraft n/k/a Raytheon Systems
[Print PRP Name]
19859 Hwy 80
FOREST MS 39074
[Address]

By: [Signature] _____ [Date]
[Signature] 7-16-03
REGINA L. BASS [Date]
[Printed Name]
EHS/FACILITIES Manager
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Hydro Aluminium Puckett
[Print PRP Name]
2650 Hwy 18; POB 306
Puckett, MS 39151
[Address]

By: Robert Wilson [Signature] 14 JUL 03 [Date]
Robert Wilson [Printed Name]
HES Administrator [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Hydro/Power
[Print PRP Name]
318 Airport Road
PEARL, MS 39208
[Address]

By:  [Signature] 7/14/03 [Date]
McCoy L. Hamilton
[Printed Name]
General Mgr./President
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: ITW Paslode
[Print PRP Name]
3600 West Lake Avenue
Glenview, IL 60025
[Address]

By: _____ [Signature] 1/14/03 [Date]
Philip S. Dalosto
[Printed Name]
Assistant Secretary
Illinois Tool Works Inc.

[Title]

ITW Paslode is a division of Illinois Tool Works Inc.

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: ILLINOIS CENTRAL/CANADIAN NATIONAL
[Print PRP Name]
455 N CITY FRONT PLAZA
CHICAGO ILL 60611-5504
[Address]

By: [Signature] [Signature] July 14/03 [Date]
N. PELLERIN [Printed Name]
AVP ENVIRONMENT [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: International Paper Company (facilities located @:
[Print PRP Name] (Moss Point, Mississippi
Natchez " "
6400 Poplar Ave Vicksburg " "
Memphis, TN 38197 (Bastrop, Louisiana
Houston, MS (containers)
[Address]

By: [Signature] [Date] 7/18/03
[Signature]
Steven T. Griske
[Printed Name]
Senior Counsel, Environment, Health,
[Title] Safety and Logistics

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: J.B Truck Repair
[Print PRP Name]
1212 Simpson Hwy 49
Moscoe, MS 39111
[Address]

By: Jerry Brandon [Signature] 7-15-03 [Date]
Jerry Brandon [Printed Name]
Owner [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost
Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

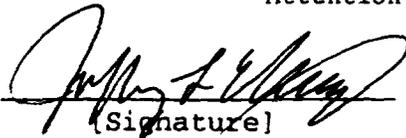
THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the
matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial
Pollution Control Superfund Site:

FOR SETTLING PARTY: Jackson Industrial Uniform Service, Inc.
[Print PRP Name]

c/o G&K Services, Inc.
5995 Opus Parkway, Suite 500
Minnetonka, MN 55343

[Address]

Attention: Chief Financial Officer

By:  _____ July 17, 2003
[Signature] [Date]

Jeffrey L. Wright

[Printed Name]

Chief Financial Officer and Secretary
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Jackson Oil Products
[Print PRP Name]
P. O. Box 5568
Jackson, MO 64501
[Address]

By: Henry Williams [Signature] 7/14/03 [Date]
Henry Williams [Printed Name]

[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

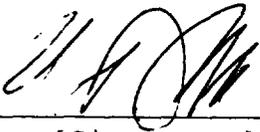
FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Jackson Public Transportation Co., Inc. a/k/a Jatran
[Print PRP Name]
% McDonald Transit Associates, Inc.
4040 Fossil Creek Blvd., Suite 200

Fort Worth, TX 76137
[Address]

By:  _____ [Signature] 07-10-03 [Date]

Robert Babbitt
[Printed Name]
President

[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Jim's Tank Service, LLC PRP# 7
[Print PRP Name]
P.O. Box 281431
Memphis, TN 38168
[Address]

BY: J. Lance Berryhill [Signature] 7/10/03 [Date]
J. Lance Berryhill [Printed Name]
Chief Manager [Title]

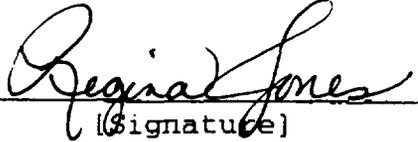
Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: JR Food Mart, aka JFM Inc.
[Print PRP Name]
4276 Lakeland Drive
Flowood, MS 39232
[Address]

By:  [Signature] 7/11/2003 [Date]
Regina Jones [Printed Name]
Exec VP + Treasurer [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDESIGNED SETTTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTTLING PARTY: KENICATH of JACKSON, INC
[Print PRP Name]

421 4th St S.

RICHMOND, MS 39218
[Address]

By: [Signature] [Signature] 7/14/03 [Date]
C.R. Connor [Printed Name]
President [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: _____
Kerr-McGee Chemical LLC,
successor in interest to
Kerr-McGee Chemical Corporation
[Print PRP Name]

123 Robert S. Kerr Avenue
Oklahoma City, OK 73102

[Address]

By: George D. Christianson wog, July 18, 2003
[Signature] [Date]
George D. Christianson
[Printed Name]
Vice President
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Koch Nitrogen Company
[Print PRP Name]
P.O. Box 2256
Wichita, KS 67201
[Address]

By:  [Signature] July 11, 2003 [Date]
James R. Hannan [Printed Name]
Vice President [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: KUHLMAN ELECTRIC CORPORATION
[Print PRP Name]
101 KUHLMAN BLVD.
CRYSTAL SPRINGS, MS 39059
[Address]

By: Paul Arkeson [Signature] July 18, 2003 [Date]
PAUL ARKESON [Printed Name]
V.P. & GENERAL MANAGER [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: L.E. Bell Construction Co., Inc.
[Print PRP Name]
1226 County Road #11
Heflin, AL 36264
[Address]

By: Larry E. Bell [Signature] 7/16/2003 [Date]
Larry E. Bell [Printed Name]
President [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: La Gloria Oil and Gas Company
[Print PRP Name]
425 McMurrey Drive
Tyler, Texas 75702
[Address]

By:  [Signature] July 10, 2003 [Date]
Andrew Lapayowker
[Printed Name]
Secretary

[Title]

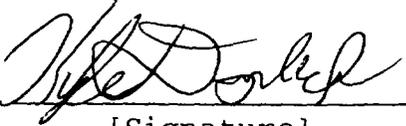
Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: LA I-20 EAST TRAVEL CENTER
[Print PRP Name]
I-20 at US 65 exit 171
TALLULAH LA 71282
[Address]

By:  [Signature] 7-17-03 [Date]
Kyle Donbeck [Printed Name]
SEC TREAS [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: LABOUR PUMP COMPANY
[Print PRP Name]
2005 DR. M L KING JR. ST.
INDIANAPOLIS, IN 46202
[Address]

By: Arthur Kodroff [Signature] 7/10/03 [Date]
ARTHUR KODROFF
[Printed Name]
V.P. FINANCE
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Lady Luck Gaming Corporation
[Print PRP Name]
c/o Richard F. Bulger
Mayer, Brown, Rowe & Maw
190 South LaSalle Street
Chicago, Illinois 60603
[Address]

By:  July 17, 2003
[Signature] [Date]
Richard F. Bulger
[Printed Name]
Counsel
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: L & P Mississippi Manufacturing, Inc.
Leggett & Platt, Incorporated
[Print PRP Name]
No. 1 Leggett Road
Carthage, MO 64836
[Address]

By: _____ [Signature] _____ 7/17/03 [Date]

[Printed Name]

[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

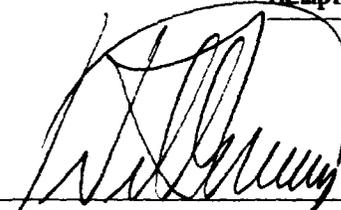
FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Lehman-Roberts Company
[Print PRP Name]
1111 Wilson Street

Memphis, TN 38101
[Address]

By:  _____
[Signature]

7/14/03
[Date]

William L. Penny
[Printed Name]

Attorney for Lehman-Roberts
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: MLTC Co. (f/k/a Marathon LeTourneau Company)
[Print PRP Name]
One East Fourth St.
Cincinnati, Ohio 45202
[Address]

By: Jonathan A. Coite [Signature] 7/15/03 [Date]
Jonathan A. Coite [Printed Name]
Authorized Agent [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Louisiana-Pacific Corporation
[Print PRP Name]
805 SW Broadway, Suite 700
Portland, OR 97205
[Address]

By: William L. Hebert [Signature] July 14, 2003 [Date]
William L. Hebert [Printed Name]
Vice President - Business Development [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

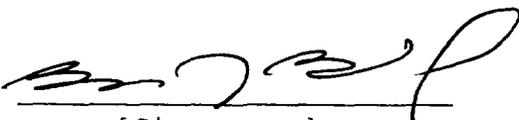
BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Mack Zito's (Intracoastal Marine Repair)
[Print PRP Name]

P.O. 10306

Jefferson, La 70181-0306
[Address]

By:  [Signature] 7/22/03 [Date]

Barry J. Boudreau
[Printed Name]

Executive Vice President
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Magee Tire & Service, Inc.
[Print PRP Name]
425 Simpson Hwy 149
Magee, MS 39111
[Address]

By: Billy H. Blair [Signature] 7-14-03 [Date]
Billy H. Blair [Printed Name]
President [Title]

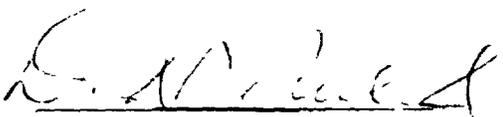
Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Magnetek, Inc.
[Print PRP Name]
26 Century Blvd, Suite 600
Nashville, TN. 37214
[Address]

By:  July 13, 2003
[Signature] [Date]
David P. Reiland
[Printed Name]
Executive Vice President and Chief Financial Officer
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: MAVREY MANUFACTURING CORP.
[Print PRP Name]
410 INDUSTRIAL PARK DRIVE
HOLLY SPRINGS, MS 38635
[Address]

By: [Signature] [Signature] 7/17/03 [Date]
Crescent T. Walker [Printed Name]
President [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: McLane Southern, Inc.
[Print PRP Name]
4747 McLane Parkway
Temple, Texas 76504
[Address]

By:  [Signature] 7/9/03 [Date]
Len E. McWhinney
[Printed Name]
Secretary & General Counsel
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Memphis Light, Gas and Water Division
[Print PRP Name]

220 S. Main St.

Memphis, Tennessee 38103
[Address]

By:  _____
[Signature]

July 14, 2003
[Date]

Herman Morris, Jr.
[Printed Name]
President and CEO
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: MRTM PROCESSORS, INC.
[Print PRP Name]
120 BEATTY STREET, P.O. BOX 29309
JACKSON, MS. 39225-9309
[Address]

By:  [Signature] 7-11-03 [Date]
MONROE M. WRIGHT [Printed Name]
ASST. SECRETARY + CVO [Title]

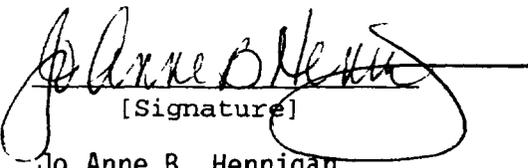
Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Michelin North America, Inc. (Successor-in-Interest to
[Print PRP Name] the Uniroyal Goodrich Tire Company)
P.O. Box 19001, One Parkway South
Greenville, SC 29602-9001
[Address]

BY:  [Signature] 7/11/03 [Date]
Jo Anne B. Hennigan
[Printed Name]
Corporate Counsel-----
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: MID South TIRE & TRUCK Ser. INC.
[Print PRP Name]

1200 I20 FRONTAGE Rd.

JACKSON MS. 39204
[Address]

By: John B Macoy
[Signature]

7-22-2003
[Date]

John B MACOY
[Printed Name]

president
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Midland Container
[Print PRP Name]
100 Wilkie Drive
Jackson Ms.
[Address]

By: Don Bowman [Signature] 7-14-03 [Date]
Don Bowman [Printed Name]
General Manager [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Mississippi Department of Environmental Quality
[Print PRP Name]
P.O. Box 20305
Jackson, MS 39289-1305
[Address]

By:  7/16/03
[Signature] [Date]

Charles H. Chisolm
[Printed Name]
Executive Director
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

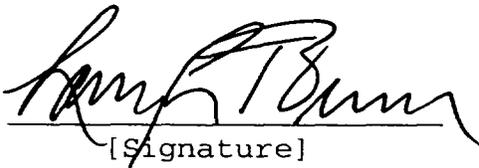
FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Mississippi Department of Transportation/
Mississippi Transportation Commission
[Print PRP Name]
401 N. West Street
Jackson, MS 39201

[Address]

By:  [Signature] July 9, 2003 [Date]

Larry L. Brown
[Printed Name]

Executive Director of the Mississippi Department of Transportation

Mississippi Transportation Commission
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Mississippi Export Railroad
[Print PRP Name]

P. O. Box 8743 Moss Point, MS 39562
[Address]

By:  _____ [Signature] July 14, 2003 [Date]
Greg Luce

[Printed Name]
President

[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Mississippi Forestry Commission
[Print PRP Name]
301 N. Lamar Street, Suite 300
Jackson, MS 39201
[Address]

By:  [Signature] 2/17/03 [Date]
EVERARD G. BAKER
[Printed Name]
ASST. STATE FORESTER
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Mississippi Materials Company
[Print PRP Name]

P.O. Box 307, 815 West Fortification Street

Jackson, Mississippi 39205
[Address]

By: Daniel L. Rodgers
[Signature]

July 16, 2003
[Date]

Daniel L. Rodgers
[Printed Name]

President
[Title]

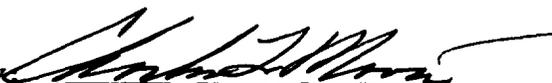
Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: MORRIS PETROLEUM, INC. EPA RANK # 73
[Print PRP Name]
P.O. Box 227
RIDGELAND, MS 39158
[Address]

By:  [Signature] 7-11-03 [Date]
CHARLES L. MORRIS [Printed Name]
SECRETARY/TREASURER [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Morton International, Inc. (a Rohm and Haas Subsidiary)
[Print PRP Name]
100 Independence Mall West
Philadelphia, PA 19106
[Address]

By: Jeffrey C. Wyant [Signature] July 15, 2003 [Date]
Jeffrey C. Wyant
[Printed Name]
Chief Regulatory Counsel

[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: MUELLER COPPER FITTINGS COMPANY, INC.
[Print PRP Name]

P.O. Box 457
1033 Spring Street Ext.
Fulton, MS 38843
[Address]

By:  [Signature] 7/10/03 [Date]
JOHN P. FONZO
[Printed Name]
VICE PRESIDENT - LEGAL SECRETARY
[Title]

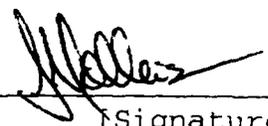
Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: MULTICLART INTERNATIONAL LIMITED PARTNERSHIP
[Print PRP Name]
4500 ISS N, Ste 279
JACKSON MS 39211
[Address]

By:  [Signature] 7/9/2003 [Date]
A. MALLINSON [Printed Name]
PRESIDENT [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Multitec Engineering, Inc. and Preferred Technical Group, Inc. subsidiaries of Dana Corporation
[Print PRP Name]
4500 Dorr Street
Toledo, Ohio 43615
[Address]

By: Lisa Wurster [Signature] July 15, 2003 [Date]
Lisa Wurster [Printed Name]
Managing Attorney [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

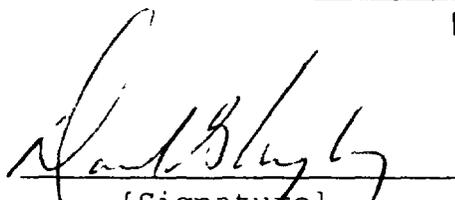
FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Murphy Environmental n/k/a Murphy & Sons
[Print PRP Name]

P.O. Box 492
Southaven , MS 38671
[Address]

By:  _____ [Signature] 7-30-02 [Date]

David G. Murphy
[Printed Name]
President

[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: ~~NTN Bower Corporation~~
[Print PRP Name]
2086 Military Street South
Hamilton, AL 35570
[Address]

By: Dwight Nixon [Signature] 7/9/03 [Date]
Dwight Nixon [Printed Name]
Plant Manager [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Pennzail Lube & Co
[Print PRP Name]
2004 Hwy 82 W
Greenwood, MS 38930
[Address]

By: Winnie Walker [Signature] 7/17/03 [Date]
Winnie Walker [Printed Name]
co-owner [Title]

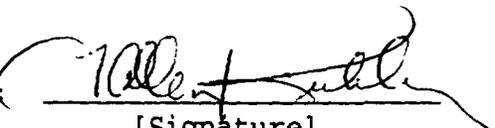
Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Pennzoil-Quaker State Company
[Print PRP Name]
P.O. Box 2967
Houston, TX 77252-2967
[Address]

By:  [Signature] July 10, 2003 [Date]
T. Allen Kirkley [Printed Name]
Vice President - Supply Chain [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Penske Truck Leasing Co., L.P.
[Print PRP Name]
P.O. Box 7635
Reading, PA 19603
[Address]

By: A E Cullen [Signature] 2/15/03 [Date]
Andrew E. Cullen
[Printed Name]
Director, Envir. Services.
[Title]

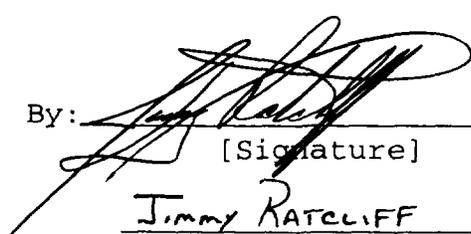
Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Performance Oil Equipment, Inc.
[Print PRP Name]
920 East McDowell Road
Jackson, MS. 39204
[Address]

By:  _____ [Signature] 7/14/03 [Date]
Jimmy RATCLIFF [Printed Name]
PRESIDENT [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: PHIFER WIRE PRODUCTS, INC.
[Print PRP Name]
P O BOX 1700
TUSCALOOSA, ALABAMA 35403-1700
[Address]

By: Charles E Morgan [Signature] JULY 8, 2003 [Date]
CHARLES E. MORGAN
[Printed Name]
SR. EXECUTIVE VP AND GENERAL COUNSEL
[Title]

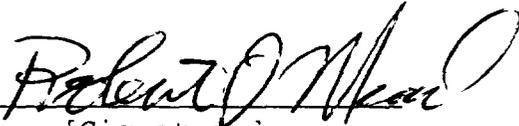
Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Precoat Metals
[Print PRP Name]
1095 Mendall Davis Drive
Jackson, MS 39272
[Address]

BY:  [Signature] 7/11/03 [Date]
Robert L. Mead
[Printed Name]
Director Environmental Affairs
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Premium Tank Lines, Inc
[Print PRP Name]

P.O. Box 1123

Jackson, MS. 39215-1123
[Address]

By: Terry L. Malone [Signature] 7-11-03 [Date]

Terry L. Malone
[Printed Name]

Vice President
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: _____ [Print PRP Name]

_____ 3/200 [Address]

By: _____ [Signature] _____ 7/11/03 [Date]

[Printed Name]

[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: The Procter & Gamble Manufacturing Company
[Print PRP Name]
1 Procter & Gamble Plaza
Cincinnati, OH 45302
[Address]

By: Margaret W. Dewan [Signature] July 11, 2003 [Date]
Margaret W. Dewan [Printed Name]
Senior Counsel [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Paul Besting Service, Inc.
[Print PRP Name]
100 Starline St
Richmond, VA 23219
[Address]

By: X Nathan H. Torbeville [Signature] 7/8/03 [Date]
NATHAN H. TORBEVILLE
[Printed Name]
Trustee in Liquidation
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Air Liquide America L.P. settling for Cardox
[Print PRP Name]

2700 Post Oak Boulevard, Suite 1800

Houston, Texas 77056
[Address]

By:  _____ [Signature] July 8, 2003 [Date]

John N. Baird
[Printed Name]
Vice President, Legal
and Corporate Affairs

[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Aircraft Service International Group, Inc.
[Print PRP Name]

201 South Orange Avenue
Suite 1205
Orlando, Florida 32801

[Address]

By: _____ [Signature] _____ 8/4/03 [Date]

Joseph I. Goldstein
[Printed Name]
Vice President & General Counsel
[Title]

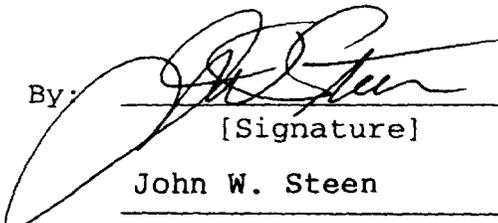
Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: _____
Alcatel Telecommunications Cable
Division of Alcatel NA Cable Systems, Inc,
Fordyce, AK (now closed)
[Print PRP Name]
% Alcatel Optical Fiber Division
PO Box 39, 2512 Penny Road
Claremont, NC 28610
[Address]

By:  _____
[Signature]
John W. Steen

[Printed Name]
Chief Operating Officer

[Title]

7-14-03
[Date]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Allied Systems - The Motor Convoy, Inc/Auto Convoy Co.
[Print PRP Name]

160 Clairemont Avenue

Decatur, GA 30030
[Address]

By: Cornelia M Butler July 11, 2003
[Signature] [Date]

Cornelia M. Butler
[Printed Name]

Regulatory Compliance Manager
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Appleton Mills/Lake Umbagog Textile Fabrics
[Print PRP Name]
220 Park Street
1 Lawrence St 39013
[Address]

By: Robert W. Gaudin [Signature] 7/10/03 [Date]
Robert W. Gaudin Tim Cook
[Printed Name]
Manufacturing Mgr. Sirecity Contracting
[Title] 7/10/03

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Arizona Chemical Company, a wholly owned subsidiary of International Paper Company
[Print PRP Name]
6400 Poplar Ave
Memphis, TN 38197
[Address]

By: [Signature] 7/18/03
[Signature] [Date]
Steven J. Gurski
[Printed Name]
Senior Counsel - Environment, Health, Safety, and Logistics
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

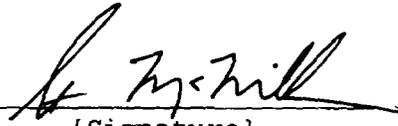
BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Arkansas Terminaling & Trading
[Print PRP Name]

701 S. Robison Road

Texarkana, Texas 75501
[Address]

By: 
[Signature]

August 1, 2003
[Date]

Steve McMillen
[Printed Name]

Secretary
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: ATM Oil Co., Inc PRP# 91
[Print PRP Name]
435 Dacus Rd
Marion, AR 72364
[Address]

BY: J. Lorie Beattyhill [Signature] 7/10/03 [Date]
J. Lorie Beattyhill [Printed Name]
V. President [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

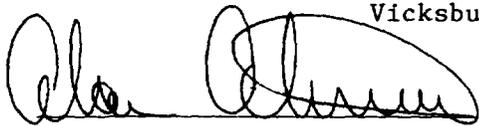
FOR SETTLING PARTY: Atwood Chevrolet-Olds, Inc.
[Print PRP Name]

Atwood Chevrolet-Olds, Inc.

2339 N Frontage Rd.

[Address]

Vicksburg, MS 39180

By: 
[Signature]

7-15-03
[Date]

Alan Arwood
[Printed Name]

-----President-----
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Automatic Machine Products, Inc.
[Print PRP Name]

P. O. Box 2228
1702 Sawyer Road

Corinth, MS 38835-2228
[Address]

By: J. D. Manahan
[Signature]

7-9-03
[Date]

J. D. Manahan
[Printed Name]

President
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: AVONDALE INDUSTRIES, INC. AND
INGALLS SHIPBUILDING, INC.
[Print PRP Name]

NORTHROP GRUMMAN SHIP SYSTEMS
P. O. Box 149
PASCAGOULA, MS 39568-0149
[Address]

By: Robert B. Spiker [Signature] 7/11/03 [Date]

ROBERT B. SPIKER
[Printed Name]

VICE PRESIDENT, CHIEF FINANCIAL OFFICER
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: B+E Equipment Co Inc
[Print PRP Name]
PO Box 2584
Columbus, MS 39704
[Address]

BY: Ralph Byars [Signature] 7-9-03 [Date]
Ralph Byars [Printed Name]
President [Title]

check #

\$ 4159.00

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

(# 24)
FOR SETTLING PARTY: BATLEY OIL CO. AKA J.S. BATLEY, INC.
[Print PRP Name]
P.O. Box 8615
JACKSON, MS. 39254
[Address]

By: John Scott Batley, Jr. [Signature] 7-14-03 [Date]
JOHN SCOTT BATLEY [Printed Name]
PRESIDENT

[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Baker Performance Chemicals, Inc (W/K/A) Baker Petrolite
[Print PRP Name]
12645 West Airport Blvd
Sugar Land, Tx 77478
[Address]

By: Halina E. Caravello [Signature] 7/14/03 [Date]
Halina E Caravello [Printed Name]
Director, HSE/Q+RA [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: BASF CORPORATION AS SUCCESSOR TO
[Print PRP Name] CHENDAL CORPORATION
3000 continental Drive North
Mt. Olive, NJ 07828
[Address]

By: Nan Bernardo [Signature] July 11, 2003 [Date]
NAN BERNARDO [Printed Name]
Attorney [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Batesville Manufacturing, Inc. dba Batesville
[Print PRP Name] caskey company, INC.
1 Batesville Blvd.
Batesville, IN 47006
[Address]

By: Michael J. Newton [Signature] 7/9/03 [Date]
Michael J. Newton [Printed Name]
Vice President [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: BellSouth Telecommunications, Inc
[Print PRP Name]
AND Affiliates and Associates.
365 CANAL ST
Suite 3060
NEW ORLEANS, LA 70130
[Address]

By: WJ McFau [Signature] 7/10/03 [Date]
WAYNE T. MCFAU [Printed Name]
General Attorney [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

INDUSTRIAL POLLUTION CONTROL
FOR SETTLING PARTY: SUPERFUND SITE PRP GROUP
[Print PRP Name]

BLACKWELL CHEVROLET CO
5395 I-55 NORTH
JACKSON, MS 39206
[Address]

By: R.B. Blackwell [Signature] 7/16/03 [Date]

R. B. BLACKWELL
[Printed Name]

PRESIDENT
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

INDUSTRIAL POLLUTION CONTROL
FOR SETTLING PARTY: SUPERFUND SITE PRP GROUP
[Print PRP Name]

BLACKWELL IMPORT MOTORS
5395 I-55 NORTH
JACKSON, MS 39206
[Address]

By: R.B. Blackwell [Signature] 7/16/03 [Date]

R.B. BLACKWELL
[Printed Name]
PRESIDENT
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Bodin Oil Recovery Inc.
[Print PRP Name]

18101 W.L.A. Hwy 330

ABBEVILLE LA 70510
[Address]

By: Charles K. Bodin [Signature] 7-11-03 [Date]

Charles K. Bodin
[Printed Name]

President
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: BOLTON CHEVRON SERVICE STATION W/KA MELLON BROS INC. DBA
[Print PRP Name] CHEVRON FOOD MART

P.O. BOX 218

BOLTON, MS 39041
[Address]

By: Joe S. Mellon, Jr. [Signature] 7-16-03 [Date]
JOE S. MELLON, JR. [Printed Name]
PRESIDENT [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: BFI WASTE SYSTEMS OF NORTH AMERICA, INC., AS SUCCESSOR TO:
BROWNING-FERRIS INDUSTRIES OF MISSISSIPPI, INC. - LITTLE DIXIE LANDFILL;
BROWNING FERRIS SERVICES (BFI) - BILOXI LANDFILL; AND
BROWNING FERRIS SERVICES (BFI) - OLD BRANDON ROAD LANDFILL
[Print PRP Name]
C/O BFI
ATTN: STEVE DIES
15880 N GREENWAY, HAYDEN LOOP, STE 100
SCOTTSDALE, AZ 85260
[Address]

By: _____ [Signature] 15 JULY 2003 [Date]
STEVE DIES
[Printed Name]
MANAGER CERCLA ACTIVITIES
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Bryan Foods, Inc
[Print PRP Name]
aka Bryan Foods Truck Maintenance Shop
P.O. Box 1177 West Point, MS 39773
[Address]

By: Guy Jackson [Signature] aa 7-17-03 [Date]
Guy Jackson [Printed Name]
Group Safety/Environmental Manager [Title]

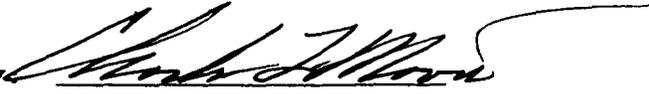
Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: CAR WASH SHELL SERVICE STATION EPA BANK #102
[Print PRP Name]
P.O. Box 227
RIDGELAND, MS 39158
[Address]

By  [Signature] 7-11-03 [Date]
CHARLES L. MORRIS [Printed Name]
SECRETARY/TREASURER [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

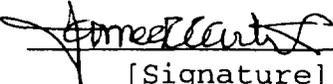
FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Carter Brothers Farms a/k/a Carter Plantation Limited
[Print PRP Name]

P. O. Box 458, Rolling Fork, MS 39159
[Address]

By:  [Signature] 7-18-2003 [Date]
James R. Carter

[Printed Name]
President

[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: CENTRAL ISSUES SERVICE INC
[Print PRP Name]
P.O. Box 183
CRYSTAL SPRINGS 39059
[Address]

By: Bill Traxler [Signature] 8-5-03 [Date]
BILL TRAXLER [Printed Name]
SEC. & TREAS. [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: CENTRAL Wine Industries AK/WINE Ind.
[Print PRP Name]
Patrick Mitchell
DUMAS AR
[Address]

By: Patrick Mitchell [Signature] 7-14-03 [Date]
PATRICK MITCHELL [Printed Name]
VP + Gen Mgr. [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

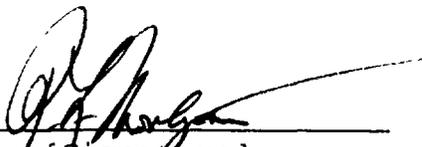
THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: COLUMBUS MCKINNON CORPORATION for
YALE INDUSTRIAL PRODUCTS, INC.
[Print PRP Name]

140 John James Audubon Parkway

Amherst, New York 14228-1197

[Address]

By: 
[Signature]

7/15/03
[Date]

R. L. Montgomery
[Printed Name]

Executive Vice President

[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: HANSON PIPE + PRODUCTS, INC. (FORMERLY CHOCTAW, INC.)
[Print PRP Name]

1975 NONCONNAH BLVD.

Memphis, TN 38132
[Address]

By: Joe Aldridge [Signature] 7-16-03 [Date]
Joe Aldridge [Printed Name]
Vice President [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: CITGO Petroleum Corporation
[Print PRP Name]
P.O. Box 3758
Tulsa, OK 74102

[Address]
Attn: General Counsel

By: Dana A. Burch [Signature] July 15, 2003 [Date]
Dana A. Burch [Printed Name]
Senior Counsel [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: CLARKE DETROIT DIESEL-ALLISON
[Print PRP Name]
3133 E. KEMPER ROAD
CINCINNATI, OH 45241
[Address]

By: Paul E. Loebig [Signature] JULY 9, 2003 [Date]
PAUL E. LOEBIG [Printed Name]
CFO

[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Coast Transit Authority
[Print PRP Name]
333 Debuys Rd.
Gulfport, MS 39507
[Address]

By: Kevin Coggin [Signature] 7/10/03 [Date]
Kevin Coggin [Printed Name]
Maintenance Director [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Cooper Industries, Inc. on behalf of Cooper Steel and
[Print PRP Name] Cooper Lighting Industries

600 Travis Street, Ste. 5800

Houston, TX 77002
[Address]

By:  7-1-03
[Signature] [Date]

Robert W. Teets
[Printed Name]

Vice President, Environmental Affairs and Risk Management
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Crescent Uniformed League Service n/k/a Van Dyne
[Print PRP Name]

735 N Parish St

Jackson, MS 39229
[Address]

By: [Signature] _____ [Date]
[Signature] 7/10/03
[Date]

Steven P Schoenlein
[Printed Name]

Corporate Engineer
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Cummins Marine
[Print PRP Name]
P.O. Box 13282
Memphis TN 38113
[Address]

By: Thomas P. Cummings [Signature] 7-16-03 [Date]
Thomas P. Cummings [Printed Name]
Owner [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Delta Barge Services, n/k/a Runyon Industries
[Print PRP Name]
4300 Millington Road
Memphis, Tennessee 38127
[Address]

By:  [Signature] 7/16/03 [Date]
Stan Runyon
[Printed Name]
President

[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: DELTA PRIDE CATEFISH, INC.
[Print PRP Name]

INDUSTRIAL PARK

INDIANOLA, MS 38751
[Address]

By: *Beverly M. Nobile*
[Signature]

July 10, 2003
[Date]

Beverly M. Nobile
[Printed Name]

Vice President Administration
[Title] & Corporate Secretary

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: DELTA TERMINAL, INC
[Print PRP Name]
P.O. Box 690
INDIANOLA, MS 38751
[Address]

By: John W. McPherson [Signature] 7-8-03 [Date]
JOHN W. McPHERSON [Printed Name]
PRESIDENT [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: DeVilbiss Air Power Company
[Print PRP Name]
5500 Wayzata Blvd, Suite 800
Golden Valley, MN 55416
[Address]

BY: Louis L. Answorth [Signature] 14 July 2003 [Date]
LOUIS L. ANSWORTH
[Printed Name]
SECRETARY
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: DICKELSON + BOWEN, INC.
[Print PRP Name]

P.O. Box 1208

BROOKHAVEN MS 38912
[Address]

By: _____ [Signature] _____ 7-15-23 [Date]
CELESTE E. STESS
[Printed Name]
Settlements
[Title]

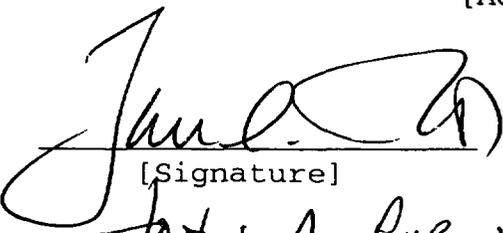
Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

DIESEL RECON DIVISION
FOR SETTLING PARTY: OF Cummins Inc.
[Print PRP Name]
500 JACKSON ST.
COLUMBUS, IN 47202-3005
[Address]

By:  [Signature] 7-18-03 [Date]
JOHN A. RUBINO III [Printed Name]
SENIOR COUNSEL [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: THYSSENKRUPP ELEVATOR MANUFACTURING, INC.
F/K/A DOVER ELEVATOR
[Print PRP Name]
1125 Schilling Blvd., Suite 101
Collierville, Tennessee 38017
[Address]

By:  [Signature] 7/14/03 [Date]

[Printed Name]
JESSE L. MATUSON
DIRECTOR OF REAL ESTATE & LEASING
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Dofar Petroleum, Inc. (# 198 ON List
[Print PRP Name] dated July 3,
2003)
1374 Highway 11
Petal MS 39465
[Address]

By: Mike Howell [Signature] 7-14-03 [Date]
Mike Howell [Printed Name]
President [Title]

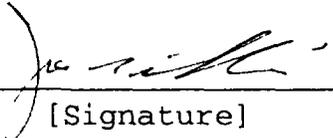
Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Industrial Pollution Control Superfund Site PRP Group
[Print PRP Name]
Jackson, Hinds County
Mississippi
[Address]

By:  [Signature] _____ 7/15/03 [Date]
Joe Gillis
[Printed Name]
Facilitator

[Title]
Detrol Oil Company
PO Box 2323
Columbus, MS 39204

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Fitzner Pontiac
[Print PRP Name]
901 Hwy 45 North
Columbus, MS 39701
[Address]

By: Will Cooper [Signature] 7/14/03 [Date]
Will Cooper [Printed Name]
Att'y for Fitzner Pontiac [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: FMC Technologies, Inc. (Successor in interest to FMC Corp. for purposes of this matter.)
[Print PRP Name]
Highway 145 North
Tupelo, MS 38801
[Address]

By: [Signature] [Signature] 7-17-03 [Date]
FERNANDO CAMUZZI [Printed Name]
MANUFACTURING MANAGER [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: FUEL UNIT #622
[Print PRP Name]
P.O. Box 1046
WOODBRIDGE, CA. 94691
[Address]

By:  [Signature] 7/5/03 [Date]
WILLIAM BOETS
[Printed Name]
CEO

[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Walleway Memorial United Methodist Church
[Print PRP Name]
305 N Congress St
PO Box 1072
Tackson, AL 35261
[Address]

By: [Signature] [Signature] 11/10/03 [Date]
Jim Warden [Printed Name]
Chair of Trustees [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

GATX Terminals Corporation
FOR SETTLING PARTY: n/k/a Kinder Morgan Liquids Terminals, LLC.
[Print PRP Name]

405 Clinton Drive

Galena Park, TX 77547
[Address]

By: Harold D King [Signature] July 14, 2003 [Date]

Harold D. King
[Printed Name]

Vice President
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: ~~Georgia-Pacific Corporation~~
[Print PRP Name]

~~133 Peachtree Street~~

~~Atlanta, GA 30303~~
[Address]

By: Ronald T. Allen [Signature] 07/09/2003 [Date]
Ronald T. Allen [Printed Name]
~~Principal Counsel-Environmental~~ [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Georgia Gulf Corporation - Gallman
[Print PRP Name]
20043 Highway 51
Gallman, Mississippi 39077
[Address]

By: Daniel J. Brown [Signature] July 8, 2003 [Date]
Daniel J. Brown [Printed Name]
Corporate Counsel [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Goldman Equipment Co
[Print PRP Name]
Goldman Equipment Co.
Po. Box 368 Waterproof, LA
[Address]

By: Kenneth Wines [Signature] 7-16-03 [Date]
Kenneth Wines
[Printed Name]

[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

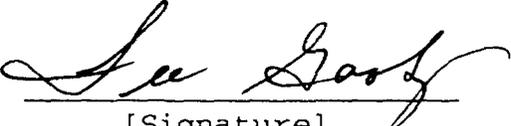
BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Goolsby Trucking
[Print PRP Name]

1218 West Bankhead

New Albany, MS 38652
[Address]

By:  [Signature] 7/16/03 [Date]

Lee Goolsby
[Printed Name]


[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Gray Daniels Ford
[Print PRP Name]
PO Box 1269
Brandon MS 39043
[Address]

By: [Signature] [Signature] 7-9-2003 [Date]
Robert E. Gray [Printed Name]
President [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Griner Drilling Service, Inc.
[Print PRP Name]
1014 Hwy 98 Bypass
Columbia, MS 39429
[Address]

By: Greg Rayborn [Signature] 7-9-03 [Date]
Greg Rayborn [Printed Name]
Safety Director [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

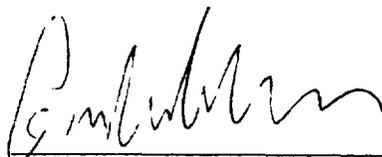
BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Grinnell Corporation
[Print PRP Name]
c/o Mr. Peter Flemister

16100 S. Lathrop Avenue
Harvey, ILL 60426

[Address]

By:  _____ [Signature] July 23, 2003 _____ [Date]
Gardner Courson

[Printed Name]
Vice President

[Title]

Industrial Pollution Control Superfund Site - 122(h) (1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: GSI PLASTICS, N/A / OUTDOOR TECHNOLOGIES
[Print PRP Name]
OUTDOOR TECHNOLOGIES INC
1576 MAGNOLIA DRIVE
WALTON, MS 39371
[Address]

By: [Signature] [Signature] 7-17-03 [Date]
BRIAN HAMMERTAKNER [Printed Name]
AGENT [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: H+H O.I Recovery, Inc
[Print PRP Name]
3580 Hwy 641 S
Camden, TN 38320
[Address]

By: David Hardin [Signature] 7-22-03 [Date]
David Hardin [Printed Name]
President [Title]

Industrial Pollution Control Superfund Site – 122 (h) (1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY:

Tracy Gruis
U.S. Department of Justice
Environmental and Natural Resources Division
Environmental Defense Section

[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

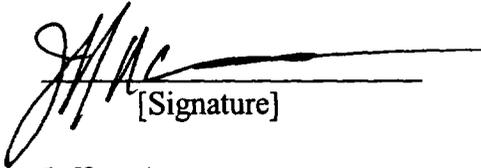
FOR SETTLING PARTY: HBM Environmental, Inc. (PRP Number 40)
[Print PRP Name]

405 Clinton Drive

Galena Park, TX. 77547

[Address]

By:



[Signature]

7/15/03

[Date]

Jeffrey Armstrong

[Printed Name]

President

[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Haygood of Mississippi
[Print PRP Name]

c/o Stephens Inc.
Attention: Todd C. Ferguson
111 Center Street
Little Rock, AR 72201
[Address]

By: Todd C. Ferguson [Signature] 7/14/03 [Date]

Todd C. Ferguson
[Printed Name]
Attorney representing the successors in interest to Haygood of Mississippi

[Title]

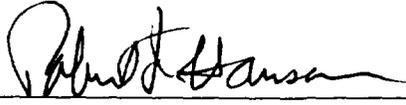
Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Haynes International, Inc.
[Print PRP Name]
3786 Second Street
Arcadia, LA. 71001
[Address]

By:  [Signature] 7-7-03 [Date]
Robert I Hanson [Printed Name]
General Manager [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Heatcraft, Inc., n/k/a LENNOX International Inc.
[Print PRP Name]
P.O. Box 799900
Dallas, Texas 75379
[Address]

By:  [Signature] 7/22/03 [Date]
Mark Yohman [Printed Name]
Director, Environmental Affairs [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: The Hertz Corporation
[Print PRP Name]
225 Brae Blvd.
Park Ridge, NJ 07656
[Address]

By: [Signature] 7/6/03
[Signature] [Date]

Eric Swartwood
[Printed Name]
Vice President - Facilities & Construction
[Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Hill City Oil Co. Inc. - 705 + #153 City of former mapped Pet
[Print PRP Name] no. 3239 Clinton Blvd. (Jackson) AKA
Hill City Oil Co. Inc.
P.O. Box 168
Vicksburg, MS 39181
[Address]

By: Jeanette Roberts [Signature] 7/18/08 [Date]
JEANETTE ROBERTS [Printed Name]
Corp. Secretary [Title]

Industrial Pollution Control Superfund Site - 122(h)(1) Cost Recovery Agreement

FOR THE UNITED STATES OF AMERICA

BY: _____ [Date]
Tracy Gruis
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of EPA Docket No. CER-04-2003-3504, relating to the Industrial Pollution Control Superfund Site:

FOR SETTLING PARTY: Holmes Trucking, a/k/a Holmes Company of Jackson
[Print PRP Name]

P.O. Box 180549

Richland, MS 39218

[Address]

By: Jack Holmes
[Signature]

7/11-03
[Date]

JACK HOLMES
[Printed Name]

v.p./sec/res.
[Title]