

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

UNITED STATES OF AMERICA,)
)
and)
)
THE STATE OF TEXAS)
)
Plaintiffs,)
)
)
v.) Civil Action No. 4:13-cv-00935
)
ARKEMA INC.,)
)
Defendant.)

CONSENT DECREE ADDRESSING NATURAL RESOURCE DAMAGES

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CONSENT DECREE ADDRESSING NATURAL RESOURCE DAMAGES

I. BACKGROUND

A. WHEREAS the Arkema facility is a former agricultural pesticide producer, manufacturer of arsenic acid and formulator of herbicides, fungicides and insecticides at its facility located at 201 West Dodge Street in Bryan, Brazos County, Texas (“Facility”). The Facility produced arsenic acid and for a period of time formulated certain insecticides and fungicides some time prior to 1944 until operations ceased in 1993. The Facility is located adjacent to Finfeather Lake, which may have received discharges of arsenic and other hazardous substances from the Facility. Surface water and sediments from Finfeather Lake were discharged through the former Kazmier Pond to the un-named connecting channel downstream to Bryan Municipal Lake (collectively, the “Site”). These unauthorized releases of hazardous substances have allegedly adversely impacted natural resources;

B. WHEREAS contemporaneously with the lodging of this Consent Decree, the United States, on behalf of the Secretary of the United States of America ("United States") Department of the Interior ("DOI"), and the State of Texas, on behalf of the Texas Natural Resource Trustees from the Texas Commission on Environmental Quality ("TCEQ"), Texas Parks and Wildlife Department ("TPWD"), and Texas General Land Office ("TGLO") (collectively, the "Trustees"), filed a Complaint in this matter against the Settling Defendant pursuant to Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9607, and Section 26.265 of the Texas Water Code. In the Complaint, the United States and the State of Texas seek (1) Natural Resource Damages for the injury, loss or destruction of natural resources, including the interim loss of the services or use of such resources at the Site, resulting from the release of hazardous substances at or from the Facility; (2) past and future costs incurred by the Trustees in assessing and restoring these Natural Resource Damages at the Site based on the release of hazardous substances at or from the Facility; and (3) the cost of restoration.

C. WHEREAS the Defendant that has entered into this Consent Decree ("Settling Defendant") does not admit any liability to Plaintiffs arising out of the transactions or occurrences alleged in the complaint but agrees that the allegations of the complaint, if proved, state a claim upon which relief could be granted; and

D. WHEREAS the United States and the State of Texas, and Settling Defendant (the "Parties") agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest;

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, as well as Sections 107 and 113(b) of CERCLA, 42 U.S.C. §§ 9607 and 9613(b). Venue is proper in this Court pursuant to 28 U.S.C. § 139(b) and Section 113(b) of CERCLA, 42 U.S.C. § 9613(b). The Court also has personal jurisdiction over Settling Defendant. Solely for the purposes of this Consent Decree and the underlying complaint, Settling Defendant waives all objections and defenses it may have to jurisdiction of the Court or to venue in this District. Settling Defendant shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States, on behalf of the Secretary of the United States DOI; the State of Texas, on behalf of the Texas Natural Resource Trustees from the TCEQ, the TPWD, and the TGLO, and upon Settling Defendant. Settling Defendant is a Pennsylvania corporation which conducts, or formerly conducted, business in the State of Texas. Any change in ownership or corporate or other legal status, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendant under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree, the following definitions shall apply:

- a. "Assessment Costs" shall mean those past and future assessment costs associated with the alleged damages in this Consent Decree.
- b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*
- c. "Consent Decree" shall mean this Consent Decree.
- d. "Date of Entry" shall mean the date on which either this Consent Decree or an order entering this Consent Decree is filed with the Clerk of Court after the United States and State of Texas have moved for entry and the District Judge has signed the Consent Decree.
- e. "Date of Lodging" shall mean the date on which this Consent Decree is lodged with the Clerk of Court.
- f. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.
- g. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.
- h. "Facility" shall mean the Arkema facility located at 201 West Dodge Street in Bryan, Brazos County, Texas.
- i. "Federal Trustee" shall mean the United States Department of Interior.

- j. "Future Assessment Costs" shall mean the costs incurred by the United States and the State of Texas through restoration of injured resources. Such costs include administrative costs and other costs or expenses associated with providing for public participation which are incurred incident to or in support of the assessment and restoration planning process.
- k. "Interest" shall mean interest at the rate specified for interest on investments of the EPA 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). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.
- l. "Natural Resource Damages" shall mean civil compensatory relief, including the reasonable costs of assessing and restoring such damages, which is recoverable pursuant to Section 107(a)(4)(C) of CERCLA, 42 U.S.C. § 9607(a)(4)(C), 33 U.S.C. § 1321(f), and Tex. Water Code § 26.265, by the Trustees on behalf of the public for injury to, destruction of, loss of, or loss of use of the natural resources or resource services at the Site resulting from the release of hazardous substances at or from the Facility, including due to response actions.
- m. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.
- n. "Parties" shall mean the United States, the State of Texas; and the Settling Defendant.
- o. "Past Assessment Costs" shall mean the costs incurred by the United States and the State of Texas through January 15, 2010, in assessing the natural resources actually or potentially injured, destroyed, or lost at the Site as a result of releases of hazardous substances at or from the Facility; and in identifying and planning for restoration actions to compensate for such injuries and losses. Such costs include administrative costs and other costs or expenses associated with providing for public participation which are incurred incident to or in support of the assessment and restoration planning process.
- p. "Plaintiffs" shall mean the United States and the State of Texas.
- q. "State Trustees" shall mean TPWD, TGLO and TCEQ.
- r. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.
- s. "Settling Defendant" shall mean Arkema Inc.

- a. "Site" shall mean those areas impacted by the release of hazardous substances at or from the Facility, to include Finfeather Lake, No-Name Lake, Kazmeier Pond, the Connecting Channel and Bryan Municipal Lake, located in the City of Bryan, Brazos County, Texas.
- b. "State" shall mean the State of Texas.
- c. "Trustees" shall mean the State Trustees and the Federal Trustee.
- d. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. PURPOSE

4. By entering into this Consent Decree, the mutual objective of the Parties is for Settling Defendant to make cash payment that addresses its alleged liability for Natural Resource Damages at the Site resulting from the release of hazardous substances at or from the Facility, subject to the Reservations of Rights and Re-openers specified in this Decree and in exchange for the Covenant Not to Sue by the Plaintiffs and the Contribution Protection.

VI. PAYMENTS

5. Within 30 days of the Date of Entry of this Consent Decree, Settling Defendant must pay the sum of \$1,400,000.00 as follows:

- A. Compensation for natural resources (Jointly Administered) and Past Assessment Costs of U.S. Department of Interior. All payments specified in or cross-referenced to paragraph 5.A of this Consent Decree must be made at <https://www.pay.gov>, to the U.S. Department of Justice account, in accordance with instructions the Settling Defendant may obtain from the Financial Litigation Unit ("FLU") of the United States Attorney's Office for the Southern District of Texas after Date of Entry of this Decree. Within 30 days after Date of Entry of this Decree, Settling Defendant must pay:
 1. \$1,116,946.62, which will be jointly administered by the Trustees for use only to restore, replace, or acquire the equivalent of the injured natural resources, including reimbursement of their joint Future Assessment Costs, and shall be expended only in accordance with the Settlement Funds Management Agreement entered into among the Trustees and any damage assessment and restoration plan for this Site completed under applicable regulations; and
 2. \$159,169.50, less any applicable charge, in reimbursement of Past Assessment Costs of DOI.

Both sums shall then be held in DOI's Natural Resource Damage Assessment and Restoration Fund ("NARDAR Fund"): Account Number 14X5198 (NRDAR), Site name Arkema, Location of Site: Bryan, Brazos County, Texas.

B. State Trustee Past Assessment Costs

1. The State Trustees have expended time, funds, and resources in assessing the natural resources injured, destroyed, or lost at the Site as a result of releases of hazardous substances at or from the Facility and in arriving at a settlement with the Settling Defendant.
2. Within thirty (30) days of the Date of Entry, the Settling Defendant shall pay each State Trustee's Past Assessment Costs accrued through the date January 15, 2010, by paying the State of Texas \$123,883.88 in the form of a certified check made payable to the "State of Texas" and referencing "Arkema Natural Resource Damages." The check shall bear the identifying numbers "AG#s 08-2520735, 09-3157451, and 08-2538703." Of the total Past Assessment Costs payable to the State, \$58,381.00 shall be allocated to TPWD, \$45,457.35 shall be allocated to TCEQ, and \$20,045.53 shall be allocated to TGLO. The payment shall be mailed to:

Barbara Deane, Chief
Environmental Protection and Administrative Law Division
Texas Attorney General's Office, P.O. Box 1254
Austin, Texas 78711

VII. VIOLATION OF CONSENT DECREE REQUIREMENTS

6. Interest on Late Payments. If Settling Defendant fails to make any payment under Section VI by the required due date, Interest shall accrue on the unpaid balance from the date which is 30 days after the Date of Entry through the date of payment.

7. Stipulated Penalty.

a. If any amounts due under Section VI (Payments) are not paid by the required due date, Settling Defendant shall be in violation of this Consent Decree and shall pay, as a stipulated penalty, in addition to the interest required by Paragraph 6, \$1,000 per violation per day that each such payment is late.

b. Stipulated penalties are due and payable within 30 days of the date of the demand for payment of the penalties by any Plaintiff owed them. Nothing in this Decree deprives either the United States or the State of Texas of either sovereign's ability to waive or reduce

penalty payments due them under this Decree, pursuant to their own procedures for exercising such discretion.

c. Stipulated penalties due to any Federal Trustee shall be paid in accordance with the payment instructions set forth in Paragraph 5.A. Stipulated penalties due to any State Trustee shall be paid in accordance with the payment instructions set forth in Paragraph 5.B.

d. Penalties shall accrue as provided in this Paragraph regardless of whether any Plaintiff has notified Settling Defendant 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 payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

8. If the United States or the State brings an action to enforce this Consent Decree, Settling Defendant shall reimburse the United States and the State for all costs of such action, including but not limited to costs of attorney time.

9. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiff[s] by virtue of Settling Defendant's failure to comply with the requirements of this Consent Decree.

10. Payment of stipulated penalties shall not excuse Settling Defendant from payment as required by Section VI or from performance of any other requirements of this Consent Decree.

VIII. COVENANTS NOT TO SUE BY PLAINTIFFS

11. Covenant Not to Sue – Federal. Except as specifically provided in Section IX, the United States covenant not to sue Settling Defendant under Section 107(a)(1-4)(C) of CERCLA, 42 U.S.C. §9607(a)(1-4)(C), and Section 311(f)(4) and (5) of the Clean Water Act (Federal Water Pollution Control Act, "FWPCA") (33 U.S.C. § 1321(f)(4) and (5)) for: a) Natural Resource Damages at the Site resulting from the release of hazardous substances that occurred before lodging of this Consent Decree and b) payment of Assessment Costs. This covenant not to sue shall take effect upon receipt by Plaintiffs of all payments required by Section VI (Payments) and any amount due under Section VII (Violation of Consent Decree Requirements). This covenant not to sue is conditioned upon the satisfactory performance by Settling Defendant of its obligations under this Consent Decree. This covenant not to sue extends only to Settling Defendant and does not extend to any other person.

12. Covenant Not to Sue – State. Except as specifically provided in Section IX, the State covenants not to sue Settling Defendant under Section 107(a)(1-4)(C) of CERCLA, 42 U.S.C. §9607(a)(1-4)(C) or the Texas Water Code § 26.265), and Section 311(f)(4) and (5) of the Clean Water Act (Federal Water Pollution Control Act, "FWPCA") (33 U.S.C. § 1321(f)(4) and (5)) for:

a) Natural Resource Damages at the Site resulting from the release of hazardous substances that occurred before lodging of this Consent Decree and b) payment of Assessment Costs. This covenant not to sue shall take effect upon receipt by Plaintiffs of all payments required by Section VI (Payments) and any amount due under Section VII (Violation of Consent Decree Requirements). This covenant not to sue is conditioned upon the satisfactory performance by Settling Defendant of its obligations under this Consent Decree. This covenant not to sue extends only to Settling Defendant and does not extend to any other person.

IX. RESERVATION OF RIGHTS & RE-OPENERS BY UNITED STATES AND STATE

13. General Reservations of Rights by both the United States and the State. The United States and the State each reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendant with respect to all matters not expressly included within the Covenants Not to Sue (Section VIII). The United States and the State acknowledge and agree that nothing in this Consent Decree in any way alters or modifies any provision set forth in Agreed Order SWR 31695 as amended by TNRCC Agreed Order Docket No. 1998-1169-IHW-E. Notwithstanding any other provision of this Consent Decree, except as provided in the immediately preceding sentence, the United States and the State each reserves (as applicable) all rights against Settling Defendant with respect to:

- a. liability for failure of Settling Defendant to meet a requirement of this Consent Decree;
- b. criminal liability;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606 and/or Chapter 7 of the Texas Water Code;
- d. liability for response costs incurred or to be incurred under CERCLA or the Texas Solid Waste Disposal Act (TSWDA), Chapter 361 of the Texas Health and Safety Code;
- e. liability based upon Settling Defendant's ownership or operation of the Facility, or upon Settling Defendant's transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Consent Decree by Settling Defendant;
- f. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site or;
- g. liability arising from any obligations now in place concerning the Site including those relating to RCRA or TSWDA.

14. Re-opener for United States and State. Notwithstanding any other provision of this Consent Decree, including but not limited to covenants not to sue extended by Plaintiffs (Section VIII), the United States and the State each reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action to secure natural resource damages or the cost of assessment of possible natural resource damages relating to the Site and resulting in part from the release of hazardous substances, where:

- (i) conditions at the Site, previously unknown to the State and Federal Trustees, are discovered, or
- (ii) information, previously unknown to the State and Federal Trustees, is received,

in whole or in part, and any Trustee determines that these previously unknown conditions or information together with any other relevant information indicates that the damages from the release of hazardous substances may be greater than assessed by the State and Federal Trustees at the time this Consent Decree was lodged with the District Court. Conditions and information known to the State and Federal Trustees are those conditions and information set forth in any submission made to TCEQ on or before January 12, 2010, under Agreed Order SWR 31695 as amended by TNRCC Agreed Order Docket No. 1998-1169-IHW-E, plus information and conditions contained in any of the following:

- Interim Assessment of the Presence and Causes of Sediment Toxicity in Bryan Municipal Lake, Segment 1209A and Finfeather Lake, Segment 1209 B Prepared for TMDL Program, TNRCC, February 2003;
- Biological Monitoring For Arsenic in Finfeather and Bryan Municipal Reservoirs, Bryan, TX by Roxie Cantu and Jarrett Woodrow , TPWD, July 1996;
- Cytological Changes in the Fish Liver Following Chronic, Environmental Arsenic Exposure, by Sorensen, Ramirez-Mitchell, Harlan and Bell, 1980;
- Uptake of Arsenic and Metals by Tadpoles at an Historically Contaminated Texas Site, by Clark, Cantu, Cowman and Maxson, 1998; Environmental Contaminants in Texas, USA, Wetland Reptiles: Evaluation Using Blood Samples, by Clark, Bickham, Baker, Cowman, 2000;
- Correspondence from TPWD to Mr. Geoff Meyer of the TWC, dated April 22, 1992;
- Correspondence from TPWD to Mr. Jesus Garza of the TWC dated January 29, 1993;
- Correspondence from TPWD to Mr. Gilbert Angelle of the TWC dated June 30, 1993;
- Any Natural Resource assessment, preliminary, draft or final, prepared by or for the State and/or Federal Trustees in connection with this matter; and
- Any analyses of injuries occurring due to releases at or from the Arkema facility conducted by or for the State and/or Federal Trustees in connection with this matter.

X. COVENANT NOT TO SUE BY SETTLING DEFENDANT

15. Settling Defendant covenants not to sue and agrees not to assert any claims or causes of action against the United States, the State, or their contractors, agents, officials or employees, with respect to this Consent Decree, including but not limited to the subject matter covered by Plaintiffs' covenants not to sue (Section VIII), or for:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund 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 claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Constitution of the State of Texas, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States or the State pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the release of hazardous substances at the Site.

16. Nothing in this Consent Decree 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).

XI. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

17. This Consent Decree shall not be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. The Parties expressly 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.

18. The Parties agree, and by entering this Consent Decree this Court finds, that Settling Defendant is entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are: a) Natural Resource Damages at the Site resulting from the release of hazardous substances that occurred before lodging of this Consent Decree and b) Past and Future Assessment Costs. The "matters addressed" in this Consent Decree do not include those matters as to which the United States or the State has reserved their rights under this Consent Decree (except for claims for failure to comply with this Decree).

19. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, recovery of response costs, damages, penalties, or other relief relating to the Site, Settling Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenants Not to Sue by Plaintiffs set forth in Section VIII.

XII. NOTICES AND SUBMISSIONS

20. Whenever, under the terms of this Consent Decree, 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 the Consent Decree with respect to the United States, the State, and Settling Defendant, respectively.

As to the United States (then give notice to DOJ and DOL/FWS):

As to DOJ only:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DJ # 90-11-3-09893)
P.O. Box 7611, Washington, D.C. 20044-7611; and

As to DOI/FWS only:

NARDAR Coordinator, Southwest Region
U.S. Fish and Wildlife Service
500 Gold Avenue, Suite 4016 (zip: 87102)
P.O. Box 1306 (zip: 87103)
Albuquerque, New Mexico

As to the State:

Chief
Environmental Protection and Administrative Law
Office of the Attorney General of Texas
300 West 15th Street
Austin, Texas 78701

As to Settling Defendant:

Gary Shelby
Legacy Site Services LLC, agent for Arkema Inc.

468 Thomas Jones Way
Suite 150
Exton, PA 19341-2528

With a copy to

Karen Davis, Esq.
Legacy Sites Services LLC, agent for Arkema Inc.
468 Thomas Jones Way
Suite 150
Exton, PA 19341-2528

XIII. RETENTION OF JURISDICTION

21. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XIV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

22. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States and the State each reserves the right to withdraw or withhold consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendant consents to the entry of this Consent Decree without further notice.

23. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XV. SIGNATORIES/SERVICE

24. Each undersigned representative of Settling Defendant to this Consent Decree, the United States Department of Justice, and the Attorney General of the State certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

25. Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States or the State has notified Settling Defendant in writing that either one of them no longer supports entry of the Consent Decree.

26. Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendant hereby agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons. The Parties agree that Settling Defendant need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

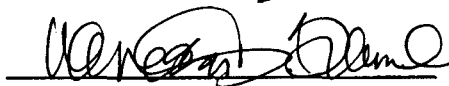
XVI. FINAL JUDGMENT

27. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States the State and Settling Defendant. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

XVII. INTEGRATION

28. This Consent Decree constitutes the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree.

SO ORDERED THIS ^{27th} DAY August, 2013



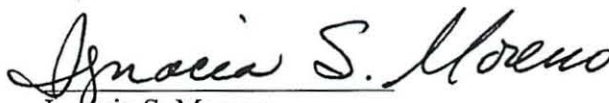
UNITED STATES DISTRICT JUDGE

U.S. and Texas v. Arkema, Inc.

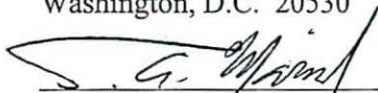
THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of the former Arkema Facility, relating to Natural Resource Damages at the Site in the City of Bryan, Brazos County, Texas.

FOR THE UNITED STATES OF AMERICA

Date: 3/8/13

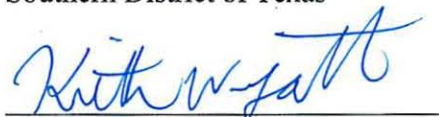


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Assistant Attorney General
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Telephone: 713.567.9713; Facsimile: 713.718.3303
Keith.Wyatt@usdoj.gov

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of the former Arkema Facility, relating to Natural Resource Damages at the Site in the City of Bryan, Brazos County, Texas.

FOR THE PLAINTIFF STATE OF TEXAS:

GREG ABBOTT
Attorney General of Texas

DANIEL T. HODGE
First Assistant Attorney General

JOHN B. SCOTT
Deputy Attorney General for Civil Litigation

JON NIERMANN
Chief, Environmental Protection Division



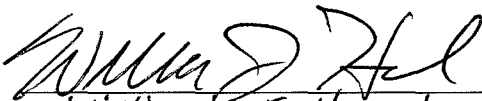
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ATTORNEYS FOR THE STATE OF TEXAS

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of the former Arkema Facility, relating to Natural Resource Damages at the Site in the City of Bryan, Brazos County, Texas.

FOR SETTling DEFENDANT

Date: Oct. 6, 2011


Name: William J. Hamel

Arkema, Inc.
2000 Market Street
Philadelphia, PA 19103

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Gary Shelby
Legacy Site Services LLC, agent for Arkema Inc.
468 Thomas Jones Way
Suite 150
Exton, PA 19341-2528

Legal Counsel Authorized to Accept Service on Behalf of Above-signed Party:

Karen Davis, Esq.
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