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U.S. DISTRICT COURT
EAST DISTRICT OF LA

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

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LORETTA G. WHYTE
CLERK

UNITED STATES OF AMERICA and)
STATE OF LOUISIANA,)
Plaintiffs,)
)
v.)
)
MARINE SHALE PROCESSORS, INC.)
and RECYCLING PARK, INC.)
)
)
Defendants,)
)
and.)
)
SOUTHERN WOOD PIEDMONT COMPANY)
Intervenor-Defendant)
)
and)
)
GTX, Inc.)
Intervenor)
)
And Counterclaims.)
)

Civil Action No.
CV90-1240

Judge Duplantier

STIPULATION OF SETTLEMENT AND JUDGMENT

WHEREAS, the Second Amended and Supplemental Complaint in Civil Action No. CV 90-1240 ("Complaint"), filed by the Attorney General of the United States of America ("United States") at the request of the Administrator of the United States Environmental Protection Agency ("EPA"), requests civil penalties and injunctive relief against Defendants Marine Sale Processors Inc. ("MSP"), and Recycling Park, Inc. ("RPI"), for violations of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., federal regulations promulgated under RCRA, and regulations

promulgated by the State of Louisiana and approved by EPA under RCRA (First, Second, Third, Fourth, and Fifth Claims for Relief); the Clean Water Act, 42 U.S.C. § 1251 et seq. ("C.A."), and a permit issued under the C.A. (Seventh and Eighth Claims for Relief); and the Clean Air Act, 42 U.S.C. §§ 7401 et seq. ("CAA"), the Louisiana State Implementation Plan approved by EPA under the CAA, and an air emissions permit issued by the State of Louisiana (Ninth, Tenth and Eleventh Claims for Relief); with respect to an alleged incinerator facility owned in part by MSP and in part by RPI, and operated by MSP in Amelia, Louisiana ("MSP Facility") (A description of the MSP Facility real property is attached hereto as Appendix A);

WHEREAS, the Complaint also seeks to recover from MSP costs incurred and to be incurred by the United States in response to the release or threatened release of hazardous substances pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9607 (Sixth Claim for Relief);

WHEREAS, MSP and RPI filed an Answer and Counterclaims in Civil Action No. CV90-1240;

WHEREAS, the Louisiana Department of Environmental Quality ("LDEQ"), on behalf of the State of Louisiana, has intervened as a party Plaintiff in Civil Action No. CV90-1240;

WHEREAS, Recycling Park, Inc. ("RPI"), is the owner of real

Decree addressing all pending matters in this litigation;

WHEREAS, the principal amount of \$4 million plus interest was paid from the Court Registry Funds to satisfy the \$4 million penalty award affirmed by the Court of Appeals;

WHEREAS, on or about May 8, 2002, an order was entered vacating the Consent Decree;

WHEREAS, as of May 30, 2006, the principal amount of \$6,225,995 remains in the Court Registry;

WHEREAS, the United States, the State of Louisiana, MSP, RPI, and John M. Kent, Sr., wish to settle without further litigation claims among the parties as specified below, and have agreed to the terms set forth in this Stipulation of Settlement and Judgment for that purpose;

WHEREAS, as part of such settlement, MSP and RPI have agreed to stipulate to a judgment as described below, and MSP, pursuant to La. R.S. 30:2031, has agreed to grant and donate all funds remaining in the Court Registry to the Secretary of the Louisiana Department of Environmental Quality ("Secretary"), conditioned upon their being escrowed by the Secretary in an interest bearing account, pursuant to La. R.S. 30:2031 (B), and expended solely for closure and remediation of contamination at the MSP Facility and/or the RPI Facility.

WHEREAS, the Parties to this Stipulation of Settlement and Judgment agree and the Court finds that settlement of these

matters without further litigation is in the public interest and that the entry of this Stipulation of Settlement and Judgment is the most appropriate means of resolving these matters.

NOW THEREFORE, it is stipulated and agreed by the United States, the State of Louisiana, MSP, RPI, and John M. Kent, Sr., and ADJUDGED, ORDERED AND DECREED BY THE COURT:

1. Final Judgment is hereby entered pursuant to Rules 54(b), 58 and 79, Fed. R. Civ. P., in favor of Plaintiffs, the United States of America and the State of Louisiana, and against Defendants, Marine Shale Processors, Inc., and Recycling Park, Inc., upon the First, Second, Fourth, and Fifth Claims for Relief in the Complaint; and in favor of Plaintiffs, the United States of America and the State of Louisiana, and against Defendant Marine Shale Processors Inc., upon the Seventh, Eighth, Ninth and Tenth Claims for Relief in the Complaint:

A. Ordering Marine Shale Processors, Inc., to pay a civil penalty to the United States of America and the State of Louisiana in the amount of \$3,325,995 for violations of the Resource Conservation and Recovery Act and the Louisiana Hazardous Waste Control Law, with interest thereon from date of judgment at the rate provided by law, all payments on said fine to be apportioned 50% to the United States and 50% to the State of Louisiana;

B. Ordering Marine Shale Processors, Inc., to pay a

civil penalty to the United States of America and the State of Louisiana in the amount of \$1.2 million for violations of the Clean Air Act, with interest thereon from date of judgment at the rate provided by law, all payments on said fine to be apportioned 50% to the United States and 50% to the State of Louisiana;

C. Ordering Marine Shale Processors, Inc., to pay a civil penalty to the United States of America in the amount of \$1.7 million for violations of the Clean Water Act, with interest thereon from date of judgment at the rate provided by law;

D. Ordering that John M. Kent, Sr., shall refrain from ever: (1) owning or controlling a majority interest in any business involved in treatment, storage or disposal of waste, or recycling of material, including but not limited to any entity that takes over operation of the MSP Facility; and (2) participating in the management of any business involved in treatment, storage or disposal of waste, or recycling of material, including but not limited to any entity that takes over operation of the MSP Facility, provided that this subparagraph shall not prohibit John M. Kent, Sr., from providing, for a period of up to one year, consulting services to an entity that takes over operation of the MSP facility (such consulting services may not include assistance with environmental permitting and compliance issues or the making of management decisions);

E. Ordering that the funds on deposit in the registry

of the Court in the amount of \$6,225,995 as of May 30, 2006, and all interest that has accrued thereon shall be paid to the Secretary of the Louisiana Department of Environmental Quality ("Secretary"). Upon receipt the Secretary shall deposit the funds in an interest bearing escrow account, pursuant to La. R.S. 30:2031 B. The Secretary shall expend such funds solely for closure and remediation of contamination at the MSP Facility and/or the RPI Facility. The payment of such funds shall not satisfy the Judgment for penalties set forth in Subparagraphs 1.A. through 1.C., above. Notwithstanding the above, \$10,000 shall be maintained in the court registry and may be used to pay real property taxes accrued after January 1, 2009, if needed, related to the properties on which the MSP and RPI Facilities are located; and

F. Ordering that MSP and its successors, RPI and its successors, John M. Kent, Sr., in his capacity as an officer and director of said entities, shall provide reasonable access to the MSP and RPI Facilities to representatives of the State of Louisiana Department of Environmental Quality and EPA, including any contractors retained by LDEQ or EPA, for the purposes of closure of the MSP and RPI Facilities and the investigation and cleanup of environmental contamination at the Facilities, and shall allow representatives of LDEQ, including contractors retained by LDEQ, to close, investigate and cleanup the MSP and

RPI Facilities in any manner that complies with applicable law and regulations. Any person not a party to this action seeking access to the MSP or RPI Facilities shall be shown a copy of this order and consent to the institutional controls imposed herein.

G. Ordering that MSP and its successors, RPI and its successors, John M. Kent, Sr., in his capacity as an officer and director of said entities:

(1) consent to the imposition of any institutional or engineering controls, or land use restrictions (collectively "Institutional Controls") that may be deemed appropriate by LDEQ and/or EPA as part of implementing or ensuring the effectiveness of measures that may be selected to remediate or close the MSP and/or RPI Facilities or to protect human health or the environment from contamination at the MSP and/or RPI Facilities.

(a) With respect to the MSP Facility such Institutional Controls shall include, without limitation, the following requirements: (i) the MSP Facility shall only be used for industrial/commercial land use as described in Section 2.9 of the LDEQ's Risk Evaluation/Corrective Action Program ("RECAP"); (ii) the concrete covering the kiln residue under the process area shall not be disturbed or removed; (iii) if any concrete covering the kiln residue under the process area is disturbed or removed, the person or entity who distributes or removes the material shall immediately repair and restore the same; (iv)

except as otherwise approved in advance in writing by EPA and LDEQ, if any kiln material is removed from the MSP Facility, it shall be disposed of in a Hazardous Waste Landfill under Louisiana regulations, LAC 33 Part V, or in an equivalent RCRA Subtitle C Landfill if outside Louisiana; and (v) no persons or entities shall interfere with any remedial or corrective actions approved by EPA and LDEQ and implemented at the MSP Facility.

(b) With respect to the RPI Facility such Institutional Controls shall include, without limitation, the following requirements: (i) the RPI Facility shall only be used for industrial/commercial land use as described in Section 2.9 of the LDEQ's Risk Evaluation/Corrective Action Program; (ii) any cap placed over the kiln residue shall not be disturbed or removed; (iii) if any cap material is disturbed or removed, the person or entity who distributes or removes the material shall immediately repair and restore the same; (iv) if any kiln material is removed from the RPI Facility, it shall be disposed of in a Type I Industrial Solid Waste Landfill under Louisiana regulations, LAC 33 Part VII, or in an equivalent RCRA Subtitle D Landfill if to be disposed of outside Louisiana, in a segregated cell containing no material other than the removed kiln residue, unless the total volume of the kiln residue removed from the RPI Facility is less than 100 tons, in which case a segregated cell is not required; and (v) no persons or entities shall interfere

with any remedial or corrective actions approved by EPA and LDEQ and implemented at the RPI Facility.

(2) shall execute any and all documents, including but not limited to any conveyance notices, easements, covenants, restrictions, servitudes, or future act of sale, deemed appropriate by LDEQ or EPA to implement such Institutional Controls, and, upon request by LDEQ or EPA shall file such documents for record in the official real property records of the Clerk of Court of St. Mary Parish, Louisiana. MSP shall sign and record in the official conveyance records of the Clerk of St. Mary Parish, Louisiana, a Conveyance Notification in the form attached hereto as Appendix C. MSP shall include in any future act of sale, transfer, or other conveyance of any interest or right in all or part of the MSP facility, the form of transfer provisions attached hereto as Appendix D. RPI shall sign and record in the official conveyance records of the Clerk of St. Mary Parish, Louisiana, a Conveyance Notification in the form attached hereto as Appendix E; and RPI shall include in any future act of sale, transfer, or other conveyance of any interest or right in all or part of the RPI facility, the form of transfer provisions attached hereto as Appendix F; and

(3) shall cooperate in obtaining any state or local government approval required for such Institutional Controls and shall complete and execute any required

applications.

H. Ordering that MSP and its successors, RPI and its successors, John M. Kent, Sr., in his capacity as an officer and director of said entities, shall:

(1) pay any and all current, outstanding, and future taxes for the years 2006, 2007, and 2008 on any of the real properties on which the MSP and RPI Facilities are located;

(2) be prohibited from conveying, transferring, encumbering, or otherwise assigning title to or any interest in any of the real properties on which the MSP and RPI Facilities are located, including to John M. Kent Sr., any entity in which John M. Kent Sr. has a legal or equitable interest, or any third party, without the consent of EPA and LDEQ;

(3) provide the Plaintiffs with a renewable option for periods of five years, in the form attached hereto as Appendix G, for the transfer to a trust of title to the real properties on which the MSP and RPI Facilities are located for the purpose of sale for the benefit of the Plaintiffs after the Plaintiffs have certified that closure and remediation have been completed at the MSP and/or RPI Facilities. If the Plaintiffs exercise such option, the transfer to the trust of title to such real properties, shall satisfy the Judgment for penalties set forth in Subparagraphs I.A. through I.C., except for purposes of Subparagraph J below, provided that MSP, RPI and Jack Kent, Sr.

have complied with Subparagraphs I.F. through I.H. herein.

I. Ordering that MSP, RPI, and John M. Kent, Sr. shall not object to, challenge, or in any way seek to delay or impede the drawing of funds by the Secretary of the Louisiana Department of Environmental Quality ("Secretary") against the Letter of Credit #SB-007674-AD issued by Hibernia National Bank, for the benefit of the Secretary, as financial security for expenses of closure and post-closure activities at the MSP Facility, nor shall MSP, RPI, and John M. Kent, Sr. assert any claim to any such funds. Upon receipt of such funds, the Secretary shall deposit the funds in an interest bearing escrow account, and shall expend such funds solely for closure and remediation of contamination at the MSP Facility and/or the RPI Facility. The payment of such funds shall not satisfy the Judgment for penalties set forth in Subparagraphs 1.A. through 1.C., above.

J. Ordering that after the Plaintiffs have certified that closure and remediation have been completed at the MSP and/or RPI Facilities, if the properties on which the MSP and/or RPI Facilities are located are seized and sold in accordance with the provisions of R.S. 13:3851 through 13:3861, or if the EPA and LDEQ exercise their option for the trustee to sell the properties as set forth in Subparagraph 1.H.(3); MSP and its successors, RPI and its successors, John M. Kent, Sr., or any other entity in

which John Kent Sr. is an interested party may not offer to purchase or purchase such properties unless the Judgment for penalties set forth in Subparagraphs 1.A. through 1.C. above has been satisfied.

2. Final Judgment is hereby entered pursuant to Rules 54(b), 58 and 79, Fed. R. Civ. P., in favor of the United States of America and the Environmental Protection Agency and against Marine Shale Processing, Inc., and Recycling Park, Inc., on the Counterclaims of Marine Shale Processors, Inc., and Recycling Park, Inc.:

A. Ordering that Marine Shale Processors, Inc., and Recycling Park, Inc., take nothing on their Counterclaims; and

B. Ordering that the Counterclaims of Marine Shale Processors, Inc., and Recycling Park, Inc., are dismissed with prejudice.

3. The Sixth Claim for Relief in the Complaint is hereby dismissed without prejudice.

4. The United States of America and the State of Louisiana hereby release John M. Kent, Sr., from all civil liability for claims alleged either by the United States or the State of Louisiana in:

A. The First, Second, Third, Fourth, Fifth, Seventh, Eighth, Ninth, Tenth, and Eleventh Claims for Relief in the Complaint in Civil Action No. CV 90-1240;

B. The complaint in intervention filed by the State of Louisiana in Civil Action No. CV 90-1240;

C. Any complaint, penalty notice, compliance order, order or notice of violation in any pending (as of the date of lodging of this Stipulation of Settlement and Judgment) environmental administrative action, including but not limited to Compliance Order No. HE-C-02-0167 issued by LDEQ on or about April 21, 2002 and the Closure Order issued by EPA on or about September 30, 2002, by either the United States or the State of Louisiana with respect to the MSP Facility or with respect to the materials produced by operation of the MSP Facility, except for claims under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("CERCLA"); and

D. Any claim for payment of fees assessed by the LDEQ with respect to the MSP Facility, which are or have been in dispute.

5. In addition to and without limiting the release of John M. Kent, Sr., set forth in Paragraph 4 above, the United States and the State of Louisiana hereby release John M. Kent, Sr., from all civil claims under RCRA, the Clean Air Act, the Clean Water Act, the Louisiana Air Control Law, the Louisiana Water Control Law, regulations promulgated by EPA or the State of Louisiana thereunder, or permits issued by EPA or the State of Louisiana

thereunder, based on: (a) the operation or existence of combustion units and associated treatment, storage and disposal facilities at the MSP Facility prior to the date of lodging of this Stipulated Settlement and Judgment; or (b) the treatment, storage or disposal at the MSP Facility or the RPI Facility, prior to the date of lodging of this Stipulation of Settlement and Judgment, of materials generated by operation of the combustion units.

6. Except as provided in Paragraphs 7 and 8, the United States and the State of Louisiana hereby covenant not to sue or take administrative action against John M. Kent, Sr., for injunctive relief pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a), or for costs of removal or remedial action pursuant to Section 107(a)(4)(A) of CERCLA, 42 U.S.C. § 9607(a)(4)(A) relating to the MSP Facility and the RPI Facility.

7. Notwithstanding any other provision of this Stipulation of Settlement and Judgment, the United States and the State of Louisiana reserve, and this Stipulation of Settlement and Judgment is without prejudice to, the right to institute proceedings under CERCLA in this action or in a new action, or to issue an administrative order seeking to compel John M. Kent, Sr.:

(a) to perform response actions relating to the MSP Facility and/or the RPI Facility; or

(b) to reimburse the United States for costs of removal or remedial action if:

(i) conditions at the MSP Facility and/or the RPI Facility, previously unknown to EPA, are discovered; or

(ii) information, previously unknown to EPA, is received, in whole or in part,

and EPA determines that these previously unknown conditions or information together with any other relevant information indicates that contamination or a threat of a type that was unknown or of a magnitude greater than was known is present at the MSP Facility and/or the RPI Facility.

8. The United States and the State of Louisiana reserve and this Stipulation of Settlement and Judgment is without prejudice to, all rights against John M. Kent, Sr., not expressly included within Paragraphs 4, 5 and 6. Notwithstanding any other provision of this Stipulation of Settlement and Judgment, the United States reserve and the State of Louisiana reserve all rights under CERCLA against John M. Kent, Sr., with respect to:

A. liability arising from the past, present, or future disposal, release, or threat of release of waste material outside of the MSP Facility, the RPI Facility, and the locations referred to in VIII.B of the Consent Decree attached hereto as Appendix H;

B. liability for damages for injury to, destruction of,

claims brought under the Freedom of Information Act, 5 U.S.C. § 552;

B. MSP's complaint filed in Civil Action No. CV 92-0022; and

C. the counterclaim, answer, or similar pleading filed by any Defendant, or intervenor in any pending (as of the date of execution of this Stipulation of Settlement and Judgment) environmental administrative action before the EPA with respect to the MSP Facility and/or the RPI Facility or alleged waste generated at the MSP Facility and/or the RPI Facility, except that John M. Kent, Sr., reserves all rights to defend any claims which may be pursued against them under CERCLA other than claims for reasonable access to the RPI and MSP Facilities for the purposes of closure, investigation and clean up of the Facilities.

10. John M. Kent, Sr., hereby covenants not to sue and agree not to assert any claims or causes of action against the United States and the State of Louisiana under CERCLA with respect to the MSP Facility and the RPI Facility, including but not limited to:

A. 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 Sections 106(b)(2), 107, 111, 112, 113 or any other provision of law; or

B. any claims against the United States, including any department, agency or instrumentality of the United States under CERCLA Sections 107 or 113 related to the MSP Facility or the RPI Facility.

11. The releases and covenants not to sue set forth in Paragraphs 4-11 shall become effective following entry of this Stipulation of Settlement and Judgment, upon payment of the remaining Court Registry Funds to the State Of Louisiana.

12. This Stipulation of Settlement and Judgment is without prejudice to any further proceedings for injunctive relief against Marine Shale Processors, Inc., or Recycling Park, Inc., including injunctive relief on the claims that are the subject of this Stipulation of Settlement and Judgment.

13. This Stipulation of Settlement and Judgment shall be lodged with the Court for a period of not less than 30 days for public notice and comment. Further, the signature of the LDEQ Secretary (or his authorized representative) shall not be effective until the public notice and public comment requirements of La. R.S. 30:2050.7 have been satisfied. The United States and the State of Louisiana reserve the right to withdraw or withhold its consent if comments regarding the Stipulation of Settlement and Judgment disclose facts or considerations which indicate that this Stipulation of Settlement and Judgment is inappropriate, improper, or inadequate. MSP, RPI, and John M. Kent, Sr.,

consent to the entry of this Stipulation of Settlement and
Judgment without further notice.

_____, 2006

UNITED STATES DISTRICT JUDGE

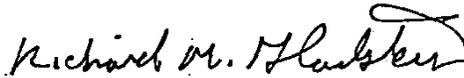
FOR UNITED STATES OF AMERICA:

Dated: June 5, 2006



SUE ELLEN WOOLDRIDGE
Assistant Attorney General
Environment and Natural Resources
Division

Dated: June 5, 2006



RICHARD M. GLADSTEIN
Senior Counsel
Environmental Enforcement Section
Environment & Natural Resources
Div.
United States Department of Justice
P. O. Box 7611
Washington, D.C. 20044-7611
202-514-1711

FOR THE ENVIRONMENTAL PROTECTION AGENCY:

Date: 6/5/06


RICHARD E. GREENE
Regional Administrator
U.S. EPA, Region VI
1445 Ross Avenue
Dallas, Texas 75202-2733

Date: 6/5/06


TERRY SYKES
Associate Regional Counsel (6RC-EW)
U.S. EPA, Region VI
1445 Ross Avenue
Dallas, Texas 75202

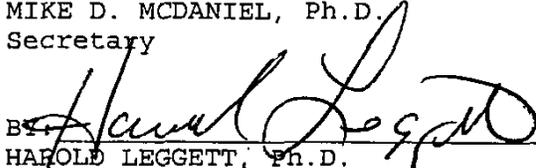
OF COUNSEL:

GREG MADDEN
Attorney/Advisor
Office of Regulatory Enforcement
United States Environmental Protection Agency
1200 Pennsylvania Ave, NW
Washington, D.C. 20460

FOR THE LOUISIANA DEPARTMENT OF ENVIRONMENTAL
QUALITY

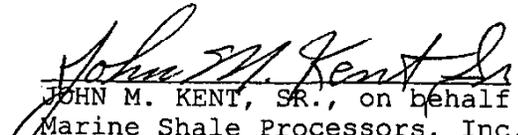
MIKE D. MCDANIEL, Ph.D.
Secretary

Date: 5/31/06


HAROLD LEGGETT, Ph.D.
Assistant Secretary
Office of Environmental Compliance

Date: 5/31/06

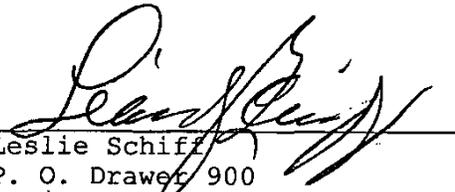

CHRISTOPHER A. RATCLIFF
Attorney Supervisor
Special Assistant Attorney General
For the State of Louisiana
Department of Environmental Quality
P.O. Box 4302
Baton Rouge, LA 70821-4302
(225) 219-3985


JOHN M. KENT, SR., on behalf of
Marine Shale Processors, Inc.,
Recycling Park, Inc., and
in his individual capacity

SCHIFF LAW CORPORATION

Dated:

June 6, 2006


Leslie Schiff
P. O. Drawer 900
Opelousas, Louisiana 70571-0900
337-942-9771
Attorney for Marine Shale
Processors,
Inc., Recycling Park, Inc., and
John M. Kent, Sr.

MSP FACILITY

Located in Section 44, T16S-R13E
St. Mary Parish, Louisiana

Commencing on the property line common to the Estate of Biaggio Domino and the subject tract at the right descending bank of Bayou Boeuf. Said point being the POINT OF BEGINNING,

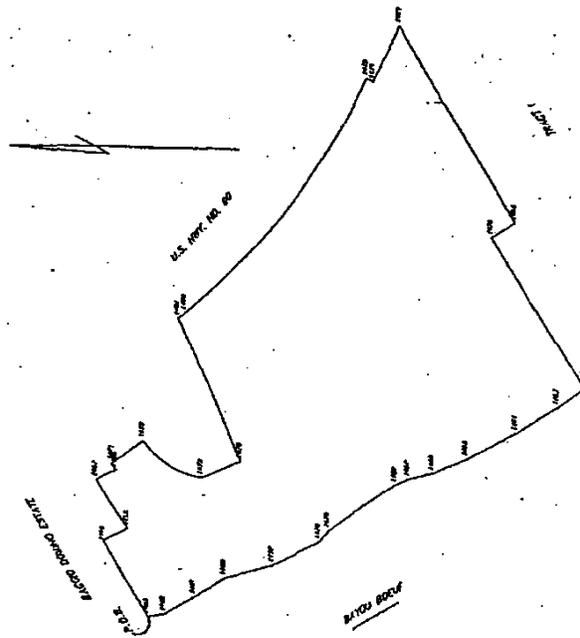
Thence N 58-09-48.0 E 364.996 Feet to a point,
Thence S 24-48-12.0 E 123.150 Feet to a point,
Thence N 55-57-57.1 E 218.368 Feet to a point,
Thence S 26-06-39.9 E 87.405 Feet to a point,
Thence N 63-40-34.7 E 31.331 Feet to a point,
Thence S 36-06-56.7 E 149.558 Feet to a point,
Thence 281.943 Feet along a curve to the left having a radius of 362.330 Feet to a point,
Thence N 80-36-02.4 E 639.585 Feet to a point,
Thence S 40-41-36.5 E 32.854 Feet to a point,
Thence 1194.703 Feet along a curve to the left having a radius of 2944.926 Feet to a point,
Thence S 26-03-45.5 W 30.000 Feet to a point,
Thence 242.206 Feet along a curve to the left having a radius of 2974.926 Feet to a point,
Thence S 57-41-55.9 W 905.446 Feet to a point,
Thence N 32-18-04.1 W 111.682 Feet to a point,
Thence S 57-37-25.1 W 710.200 Feet to a point,
Thence N 36-11-32.1 W 133.775 Feet to a point,
Thence N 32-16-39.6 W 190.793 Feet to a point,
Thence N 28-49-35.4 W 218.344 Feet to a point,
Thence N 24-01-05.7 W 145.652 Feet to a point,
Thence N 14-07-49.9 W 101.710 Feet to a point,
Thence N 23-02-26.4 W 61.334 Feet to a point,
Thence N 34-45-36.5 W 329.876 Feet to a point,
Thence N 49-25-12.8 W 57.133 Feet to a point,
Thence N 25-22-16.2 W 211.633 Feet to a point,
Thence N 16-06-17.2 W 199.980 Feet to a point,
Thence N 31-51-51.3 W 145.655 Feet to a point,
Thence N 30-46-13.5 W 138.776 Feet to a point,
Thence N 10-34-57.5 W 79.072 Feet back to the POINT OF BEGINNING.

Said Tract contains an area of 2103434.76 Square Feet (48.2882 Acres)

APPENDIX A

MSP FACILITY MAP

(B0386372.2)



(B0386372.2)

(B0386372.2)

**PORTION OF THE MSP FACILITY
OWNED, NOW OR FORMERLY, BY
MARINE SHALE PROCESSORS, INC.**

IMMOVABLE PROPERTY

ALL THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, means, privileges, servitudes, prescriptions, appurtenances and advantages thereunto belonging or in anywise appertaining thereto, situated in the Parish of St. Mary, State of Louisiana, in Section 44, Township 16 South, Range 13 East, described in accordance with a survey by Robert E. Miller, Jr., dated November 12, 1984, copy of which is attached hereto and made part hereof, as follows, to-wit:

From the Northwest corner of Section 16, Township 16 South, Range 13 East, St. Mary Parish, Louisiana, go South 37 degrees 43 minutes 04 seconds East 10,257.19 feet to an iron situated at the northeast corner of the subject property and the point of intersection of the line dividing the property of Pelican State Lime, (a division of S I Lime Company) from the property of Domino Estates Partnership and the original survey line of property by T. F. Kramer, dated September 6, 1952, and the point of beginning.

From the point of beginning, go along the line dividing the property owned by Domino Estates Partnership from the property of S I Lime Company, South 58 degrees 31 minutes 59 seconds West 351 feet to a corner "C"; thence recommence at the point of beginning labeled corner "D" on the referenced plat and go along a line located within the 60 foot wide right of way South 24 degrees 28 minutes 01 seconds East 968 feet to corner "E"; thence go South 22 degrees 27 minutes 01 seconds East 200 feet to a corner "A" on the line dividing the property of S I Lime Company from the property of the Kurzweg-Miller family; thence leaving said right of way go along the line dividing the property of S I Lime Company from the property of the Kurzweg-Miller family South 61 degrees 42 minutes 59 seconds West 287 feet to a corner "B" located on the bank of Bayou Boeuf, thence go along the meanderings of Bayou Boeuf in a northerly direction 1105 feet, more or less, to corner "C" previously established, including all of vendor's right, title and interest in and to any and all accretions, alluvion, artificial fill or other projections of any kind or nature into Bayou Boeuf

Vendor further transfers all of its right, title and interest in and to a certain servitude of use and permit granted by the Estate of Lucia R. Domino to Radcliff Materials, Inc., dated April 1, 1971, recorded in Conveyance Book 16-P, at folio 629 of the official records of St. Mary Parish, Louisiana.

Being the same property acquired by S I Lime Company, an Alabama Corporation, from Radcliff Materials, Inc., an Alabama Corporation, by deed under private act acknowledged in August, 1973, of record in Conveyance Book 17-W at folio 580 of the official records of St. Mary Parish, Louisiana.

**PORTION OF THE MSP FACILITY
OWNED, NOW OR FORMERLY, BY
RECYCLING PARK, INC.**

**DESCRIPTION A 37.7174 ACRE TRACT
LOCATED IN SECTION 44, T16S-R13E
ST MARY PARISH, LOUISIANA**

Commencing on the line common to the property of or subject to the Lee Vac, Inc. Lease (Tract "J"), now or formerly, and the subject tract at the right descending bank of Bayou Boeuf. Said point being the POINT OF BEGINNING,

Thence N 36-11-32.1 W 133.775 Feet to a point,
Thence N 32-16-39.6 W 190.793 Feet to a point,
Thence N 28-49-35.4 W 218.344 Feet to a point,
Thence N 24-01-05.7 W 145.652 Feet to a point,
Thence N 14-07-49.9 W 101.710 Feet to a point,
Thence N 23-02-28.9 W 61.334 Feet to a point,
Thence N 61-17-27.6 E 281.398 Feet to a point,
Thence N 22-22-55.1 W 202.136 Feet to a point,
Thence N 24-19-12.9 W 844.854 Feet to a point,
Thence N 55-57-57.1 E 218.368 Feet to a point,
Thence S 26-06-39.9 E 87.405 Feet to a point,
Thence N 63-40-34.7 E 31.331 Feet to a point,
Thence S 36-06-56.7 E 149.558 Feet to a point,
Thence 281.943 Feet along a curve to the left having a radius of 362.330 Feet to a point,
Thence S 23-40-20.7 E 169.462 Feet to a point,
Thence N 65-14-21.1 E 619.954 Feet to a point,
Thence S 40-41-36.5 E 32.854 Feet to a point,
Thence 1194.703 Feet along a curve to the left having a radius of 2944.926 Feet to a point,
Thence S 26-03-45.5 W 30.000 Feet to a point,
Thence 242.206 Feet along a curve to the left having a radius of 2974.926 Feet to a point,
Thence S 57-41-55.9 W 905.446 Feet to a point,
Thence N 32-18-04.1 W 111.682 Feet to a point,
Thence S 57-37-25.1 W 710.200 Feet to the POINT OF BEGINNING.

Said Tract contains an area of 1642971.91 Square Feet (37.7174 Acres)

**MAP SHOWING THE PORTIONS OF THE MSP FACILITY
OWNED, NOW OR FORMERLY, BY MARINE SHALE
PROCESSORS, INC. AND RECYCLING PARK, INC.,
RESPECTIVELY**

(B0386372.2)

RPI FACILITY

Area A

That area allocated in the tract of land designated at Tract O, Lot 6 on the attached map prepared by Keneth L. Rembert, Land Surveyor, dated October 31, 1991, Rev. December 31, 1991, and entitled Map Showing Properties of Englewood Partnership in Sections 23, 44, 46, T16S-R13E, St. Mary Parish, Louisiana.

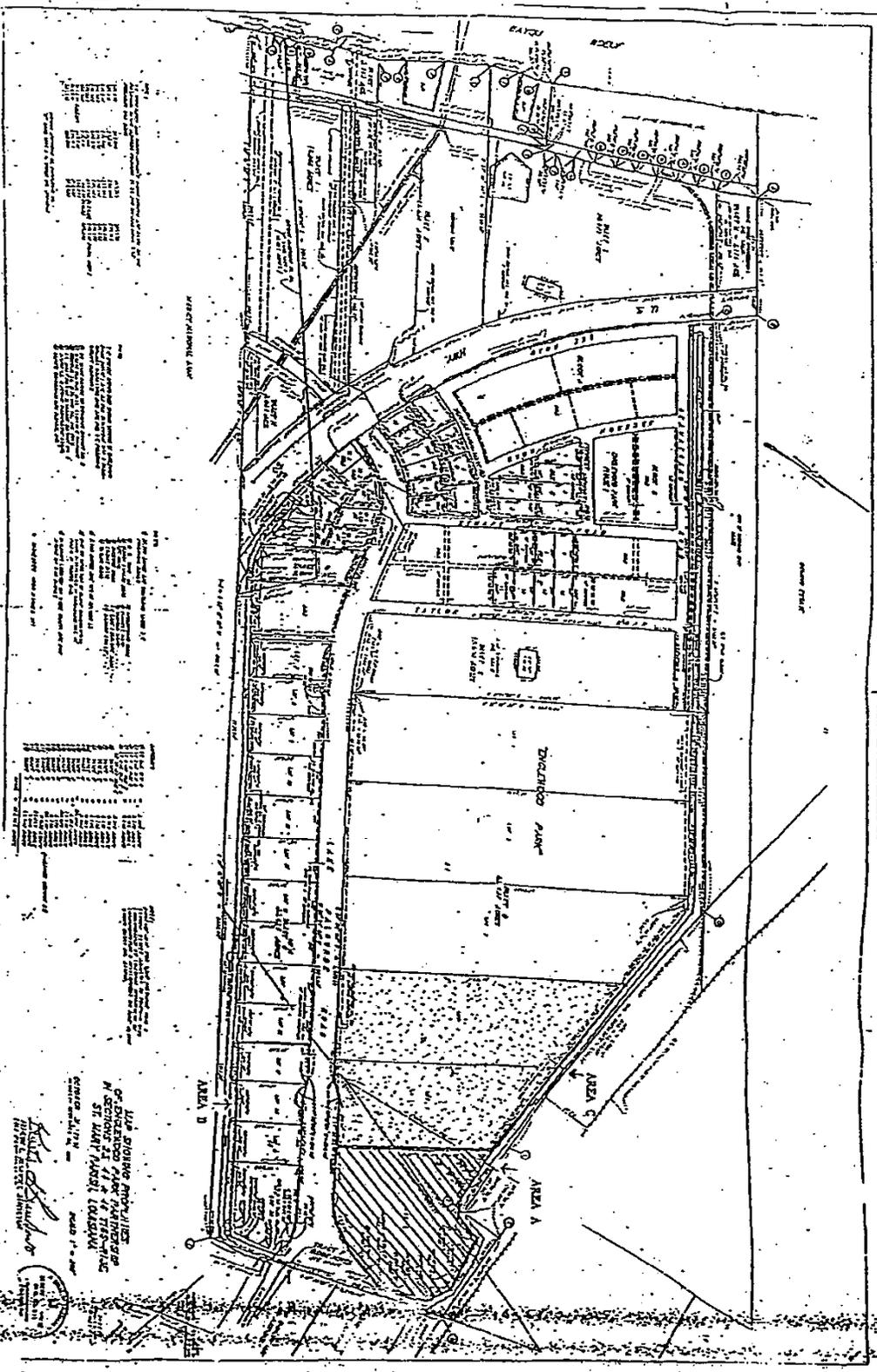
Area B

That area located in the tract of land designated as Tract Q, Lots 16, 17, 18, 19, and 20 on the attached map prepared by Keneth L. Rembert, Land Surveyor, dated October 31, 1991, Rev. December 31, 1991, and entitled Map Showing Properties of Englewood Park Partnership in Sections 23, 44, and 46 T16S-R13E, St. Mary Parish, Louisiana.

Area C

That area located in tract of land designated as Tract O, Lots 4 and 5 on the attached map prepared by Keneth L. Rembert, Land Surveyor, dated October 31, 1991, Rev. December 31, 1991, and entitled Map Showing Properties of Englewood Park Partnership in Sections 23, 44, and 46 T16S-R13E, St. Mary Parish, Louisiana.

APPENDIX B



Room No.	Room Name	Area (sq. ft.)	Notes
101
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103
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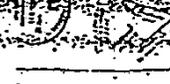
Room No.	Room Name	Area (sq. ft.)	Notes
201
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Room No.	Room Name	Area (sq. ft.)	Notes
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Room No.	Room Name	Area (sq. ft.)	Notes
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Room No.	Room Name	Area (sq. ft.)	Notes
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LIA DIONIS ARCHITECTS
 6000 DIXON AVENUE
 N. SECTOR 21 & 14 TH ST. N.E.
 ST. MARY PARISH, LOUISIANA
 70082-1117
 504-833-1117
 504-833-1118
 504-833-1119
 504-833-1120
 504-833-1121
 504-833-1122
 504-833-1123
 504-833-1124
 504-833-1125
 504-833-1126
 504-833-1127
 504-833-1128
 504-833-1129
 504-833-1130
 504-833-1131
 504-833-1132
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 504-833-1146
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 504-833-1148
 504-833-1149
 504-833-1150



CONVEYANCE NOTIFICATION

Marine Shale Processors, Inc., a Louisiana corporation, hereby notifies the public that it is informed that a preliminary risk assessment (the "Preliminary Assessment") has been performed on the following described Area of Investigation (the "Site"),¹ Louisiana Department of Environmental Quality (LDEQ) Agency Interest Number (AI No.) 5414, and that the Site is the subject of a Stipulation of Settlement and Judgment (the "Stipulation") lodged with the United States District Court, Western District of Louisiana, Lafayette Division, in the matter captioned "United States of America v. Marine Shale Processors, Inc., et al", Civil Action No. CV90-1240 (Judge Adrian G. Duplantier, United States District Court, Eastern District of Louisiana, presiding), on June __, 2006, which provides for \$6,225,995 in the court registry to be paid to LDEQ and expended solely for the closure and remediation of the contamination at the MSP and/or RPI facilities. EPA and LDEQ have indicated that LDEQ intends to use those funds to properly remove and dispose of hazardous constituents remaining in tanks and barges at the Site.

Site Description:

The Site is identified as being the Marine Shale Processors, Inc. property located on the bank of Bayou Boeuf in St. Mary Parish, Louisiana. A legal description of the Site is attached hereto as Attachment 1.

Marine Shale Processors, Inc. hereby further notifies the public that kiln residue will remain at the Site after completion of the removal and disposal of the hazardous waste with contaminant levels that are acceptable for industrial/commercial use of the property as described in the LDEQ's Risk Evaluation/Corrective Action Program (RECAP) dated October 20, 2003, Section 2.9, and that:

1. The Site shall not be used for any use other than an industrial/commercial land use as described in RECAP, Section 2.9.
2. The concrete covering the kiln residue under the process area shall not be disturbed or removed.
3. If any concrete covering the kiln residue under the process area is disturbed or removed in violation of provision 2 above, the person or entity that disturbs or removes the material shall immediately repair and restore same.
4. Except as otherwise approved in advance in writing by EPA and LDEQ, if any kiln material is removed from the Site, it shall be disposed of in a Hazardous Waste landfill under Louisiana regulations, LAC 33, Part V, or in an equivalent RCRA Subtitle D landfill if disposed of outside of Louisiana.

APPENDIX C

¹ Expert Report of Dr. June Sutherland, D.V.M., Ph.D., April 7, 2006, submitted in United States et al v. Marine Shale Processors, CV 90-1240.

5. No persons or entities shall interfere with any remedial or corrective actions approved by EPA and LDEQ and implemented at the MSP Facility.

The foregoing institutional controls shall run with the land and shall be incidental to ownership of the Site, and shall be binding on Marine Shale Processors, Inc. and its successors, assigns, including all future owners of all or any part of or interest in the Site.

No person shall allow, cause, or attempt to cause this Conveyance Notification to be modified in any manner or canceled from the official conveyance records of the Clerk of Court of St. Mary Parish, Louisiana, except with the prior written consent of EPA and LDEQ, or their respective successor agencies or departments.

Information regarding this site is available in the LDEQ public record and may be obtained by contacting the LDEQ Records Manager for LDEQ at (225) 219-3168. Inquiries regarding the contents of this site may be directed to:

Louisiana Department of Environmental Quality
Remediation Services Division
Post office Box 4314
Baton Rouge, Louisiana 70821-4314

John M. Kent, President
Marine Shale Processors, Inc.

(Signature of Person Filing Parish Records)

Date

(A true copy of the document certified by the parish clerk of court must be sent to the Remediation Services Division, Post Office Box 4314, Baton Rouge, Louisiana 70821-4314.)

MSP FACILITY

Located in Section 44, T16S-R13E
St. Mary Parish, Louisiana

Commencing on the property line common to the Estate of Biaggio Domino and the subject tract at the right descending bank of Bayou Boeuf. Said point being the POINT OF BEGINNING,

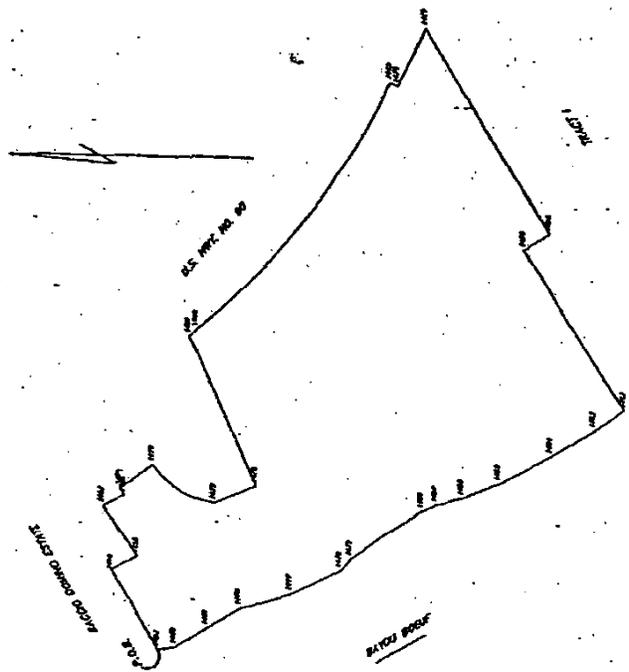
Thence N 58-09-48.0 E 364.996 Feet to a point,
Thence S 24-48-12.0 E 123.150 Feet to a point,
Thence N 55-57-57.1 E 218.368 Feet to a point,
Thence S 26-06-39.9 E 87.405 Feet to a point,
Thence N 63-40-34.7 E 31.331 Feet to a point,
Thence S 36-06-56.7 E 149.558 Feet to a point,
Thence 281.943 Feet along a curve to the left having a radius of 362.330 Feet to a point,
Thence N 80-36-02.4 E 639.585 Feet to a point,
Thence S 40-41-36.5 E 32.854 Feet to a point,
Thence 1194.703 Feet along a curve to the left having a radius of 2944.926 Feet to a point,
Thence S 26-03-45.5 W 30.000 Feet to a point,
Thence 242.206 Feet along a curve to the left having a radius of 2974.926 Feet to a point,
Thence S 57-41-55.9 W 905.446 Feet to a point,
Thence N 32-18-04.1 W 111.682 Feet to a point,
Thence S 57-37-25.1 W 710.200 Feet to a point,
Thence N 36-11-32.1 W 133.775 Feet to a point,
Thence N 32-16-39.6 W 190.793 Feet to a point,
Thence N 28-49-35.4 W 218.344 Feet to a point,
Thence N 24-01-05.7 W 145.652 Feet to a point,
Thence N 14-07-49.9 W 101.710 Feet to a point,
Thence N 23-02-26.4 W 61.334 Feet to a point,
Thence N 34-45-36.5 W 329.876 Feet to a point,
Thence N 49-25-12.8 W 57.133 Feet to a point,
Thence N 25-22-16.2 W 211.633 Feet to a point,
Thence N 16-06-17.2 W 199.980 Feet to a point,
Thence N 31-51-51.3 W 145.655 Feet to a point,
Thence N 30-46-13.5 W 138.776 Feet to a point,
Thence N 10-34-57.5 W 79.072 Feet back to the POINT OF BEGINNING.

Said Tract contains an area of 2103434.76 Square Feet (48.2882 Acres)

ATTACHMENT 1

{B0386372.2}

MSP FACILITY MAP



(B0386372.2)

(B0386372.2)

**PORTION OF THE MSP FACILITY
OWNED, NOW OR FORMERLY, BY
MARINE SHALE PROCESSORS, INC.**

IMMOVABLE PROPERTY

ALL THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, means, privileges, servitudes, prescriptions, appurtenances and advantages thereunto belonging or in anywise appertaining thereto, situated in the Parish of St. Mary, State of Louisiana, in Section 44, Township 16 South, Range 13 East, described in accordance with a survey by Robert E. Miller, Jr., dated November 12, 1984, copy of which is attached hereto and made part hereof, as follows, to-wit:

From the Northwest corner of Section 16, Township 16 South, Range 13 East, St. Mary Parish, Louisiana, go South 37 degrees 43 minutes 04 seconds East 10,257.19 feet to an iron situated at the northeast corner of the subject property and the point of intersection of the line dividing the property of Pelican State Lime, (a division of S I Lime Company) from the property of Domino Estates Partnership and the original survey line of property by T. F. Kramer, dated September 6, 1952, and the point of beginning.

From the point of beginning, go along the line dividing the property owned by Domino Estates Partnership from the property of S I Lime Company, South 58 degrees 31 minutes 59 seconds West 351 feet to a corner "C"; thence recommence at the point of beginning labeled corner "D" on the referenced plat and go along a line located within the 60 foot wide right of way South 24 degrees 28 minutes 01 seconds East 968 feet to corner "E"; thence go South 22 degrees 27 minutes 01 seconds East 200 feet to a corner "A" on the line dividing the property of S I Lime Company from the property of the Kurzweg-Miller family; thence leaving said right of way go along the line dividing the property of S I Lime Company from the property of the Kurzweg-Miller family South 61 degrees 42 minutes 59 seconds West 287 feet to a corner "B" located on the bank of Bayou Boeuf, thence go along the meanderings of Bayou Boeuf in a northerly direction 1105 feet, more or less, to corner "C" previously established, including all of vendor's right, title and interest in and to any and all accretions, alluvion, artificial fill or other projections of any kind or nature into Bayou Boeuf.

Vendor further transfers all of its right, title and interest in and to a certain servitude of use and permit granted by the Estate of Lucia R. Domino to Radcliff Materials, Inc., dated April 1, 1971, recorded in Conveyance Book 16-P, at folio 629 of the official records of St. Mary Parish, Louisiana.

Being the same property acquired by S I Lime Company, an Alabama Corporation, from Radcliff Materials, Inc., an Alabama Corporation, by deed under private act acknowledged in August, 1973, of record in Conveyance Book 17-W at folio 580 of the official records of St. Mary Parish, Louisiana.

**PORTION OF THE MSP FACILITY
OWNED, NOW OR FORMERLY, BY
RECYCLING PARK, INC.**

**DESCRIPTION A 37.7174 ACRE TRACT
LOCATED IN SECTION 44, T16S-R13E
ST MARY PARISH, LOUISIANA**

Commencing on the line common to the property of or subject to the Lee Vac, Inc. Lease (Tract "J"), now or formerly, and the subject tract at the right descending bank of Bayou Boeuf. Said point being the POINT OF BEGINNING,

Thence N 36-11-32.1 W 133.775 Feet to a point,
Thence N 32-16-39.6 W 190.793 Feet to a point,
Thence N 28-49-35.4 W 218.344 Feet to a point,
Thence N 24-01-05.7 W 145.652 Feet to a point,
Thence N 14-07-49.9 W 101.710 Feet to a point,
Thence N 23-02-28.9 W 61.334 Feet to a point,
Thence N 61-17-27.6 E 281.398 Feet to a point,
Thence N 22-22-55.1 W 202.136 Feet to a point,
Thence N 24-19-12.9 W 844.854 Feet to a point,
Thence N 55-57-57.1 E 218.368 Feet to a point,
Thence S 26-06-39.9 E 87.405 Feet to a point,
Thence N 63-40-34.7 E 31.331 Feet to a point,
Thence S 36-06-56.7 E 149.558 Feet to a point,
Thence 281.943 Feet along a curve to the left having a radius of 362.330 Feet to a point,
Thence S 23-40-20.7 E 169.462 Feet to a point,
Thence N 65-14-21.1 E 619.954 Feet to a point,
Thence S 40-41-36.5 E 32.854 Feet to a point,
Thence 1194.703 Feet along a curve to the left having a radius of 2944.926 Feet to a point,
Thence S 26-03-45.5 W 30.000 Feet to a point,
Thence 242.206 Feet along a curve to the left having a radius of 2974.926 Feet to a point,
Thence S 57-41-55.9 W 905.446 Feet to a point,
Thence N 32-18-04.1 W 111.682 Feet to a point,
Thence S 57-37-25.1 W 710.200 Feet to the POINT OF BEGINNING.

Said Tract contains an area of 1642971.91 Square Feet (37.7174 Acres)

**MAP SHOWING THE PORTIONS OF THE MSP FACILITY
OWNED, NOW OR FORMERLY, BY MARINE SHALE
PROCESSORS, INC. AND RECYCLING PARK, INC.,
RESPECTIVELY**

Form of Transfer Provisions¹

"Agreements by [Transferee]"

a. [Transferee]: (1) acknowledges and agrees that the property described herein is subject to all provisions, restrictions, and requirements set forth in that certain Conveyance Notification recorded in the official conveyance records of the Clerk of Court of St. Mary Parish, Louisiana, under File No. _____ (the "Conveyance Notification"); (2) [Transferee] shall fully comply with all provisions, restrictions, and requirements set forth in the Conveyance Notification; (3) [Transferee] shall not allow any person that is present on the Property with the permission of [Transferee], its tenants, contractors, agents, or invitees, or subject to the control of [Transferee], to violate any provisions, restrictions, and requirements set forth in the Conveyance Notification; and (4) [Transferee] shall not allow, cause, or attempt to cause the Conveyance Notification to be modified in any manner or canceled from the official conveyance records of the Clerk of Court of St. Mary Parish, Louisiana, except with the prior written consent of the United States Environmental Protection Agency ("EPA") and the Louisiana Department of Environmental Quality ("LDEQ"), or their respective successor agencies or departments.

b. It is the intent and agreement [Transferee] to ensure that every future owner or transferee of any interest or rights in all or any part of the property described herein ("Transferee") shall fully comply with all provisions, restrictions, and requirements set forth in the Conveyance Notification, and that the subject property shall remain subject to all provisions, restrictions, and requirements set forth in the Conveyance Notification, unless and until the Conveyance Notification is modified or canceled by, or with the prior written consent of, EPA and LDEQ, or their respective successor agencies or departments. Accordingly, [Transferee] agrees that it shall not sell, exchange, donate, grant a servitude in, or otherwise convey, transfer, or grant of any interest or rights in ("Transfer") all or any part of the subject property unless [Transferee] includes sections identical to this section entitled "Agreements by [Transferee]" and the following section entitled "Third Party Beneficiaries; Violation; Injunctive Relief" in any future sale, exchange, donation, lease, servitude, or other conveyance, transfer, or grant of any interest or rights in all or any part of the subject property.

c. Marine Shale Processors, Inc. ("MSP") and John M. Kent, Sr., in his capacity as an officer and director of MSP, and their respective successor and assigns shall be prohibited from conveying, transferring, encumbering, or otherwise assigning title to or any interest in any of the Property that is subject to this Agreement without the consent of EPA and LDEQ.

¹ The name or designation of the transferee shall be inserted in place of the term "[Transferee]".

Third Party Beneficiaries; Violation; Injunctive Relief.

a. The agreements set forth in the section above entitled "Agreements by [Transferee]" shall be binding upon Transferee and [its/his/her/their] heirs, successors, and assigns. Further, [Transferee] hereby expressly declares and agrees that the agreements set forth in the section above entitled "Agreements by [Transferee]" are intended to and shall confer upon EPA and LDEQ, and their respective successor agencies or departments, legal or equitable rights, benefits, or remedies as set forth herein, and that EPA and LDEQ, and their respective successor agencies or departments, are third party beneficiaries of and may enforce the said agreements and exercise the remedies, including but not limited to injunctive relief, set forth herein.

b. In the event of any violation or threatened violation by [Transferee] of any of the agreements set forth in the section above entitled "Agreements by [Transferee]" and the provisions and requirements of the Conveyance Notification, EPA and LDEQ, and their respective successor agencies or departments, will have, in addition to all other remedies that may be available to them under applicable law, the right to enforce the agreements set forth in the section above entitled "Agreements by [Transferee]" and the provisions and requirements of the Conveyance Notification by specific performance, and the right to enjoin such violation or threatened violation, in a court of competent jurisdiction by injunctive relief. [Transferee] agrees and stipulates that [its/his/her/their] obligations set forth in paragraphs a.(3) and (4) b. and c. of the section above entitled "Agreements by [Transferee]" are "obligations not to do" and that EPA and LDEQ and their respective successors and assigns, may enjoin violations or threatened violations of such obligations without proof of irreparable injury.

CONVEYANCE NOTIFICATION

Recycling Park, Inc., a Louisiana corporation, hereby notifies the public that it is informed that a human health risk assessment (the "Risk Assessment") has been performed on the following described Area of Investigation (the "Site"), Louisiana Department of Environmental Quality (LDEQ) Agency Interest Number (AI No.) 5414, and that the Site is the subject of a Consent Decree (the "Consent Decree") lodged with the by the United States District Court, Western District of Louisiana, Lafayette Division, in the matter captioned "United States of America v. Marine Shale Processors, Inc., et al", Civil Action No. CV90-1240 (Judge Adrian G. Duplantier, United States District Court, Eastern District of Louisiana, presiding), on June ____, 2006, which provides for corrective action (the "Remedial Measures") to be performed at the Site, including placement of a cap over contaminated material referred to in the Consent Decree as "Disputed Material" (the "Disputed Material") at the Site.

Site Description:

The Site is identified as being the Recycling Park, Inc. property located on Lake Palourde Road in St. Mary Parish, Louisiana. A legal description of the Site is attached hereto as Attachment I.

Recycling Park, Inc. hereby further notifies the public that Disputed Material will remain at the Site after completion of the Remedial Measures with constituent concentrations that are acceptable for industrial/commercial use of the property as described in the Louisiana Department of Environmental Quality's ("LDEQ") Risk Evaluation/Corrective Action Program (RECAP) dated October 20, 2003, Section 2.9, and that:

1. The Site shall not be used for any use other than an industrial/commercial land use as described in RECAP, Section 2.9.
2. The cap material at the Site shall not be disturbed or removed.
3. If any cap material at the Site is disturbed or removed in violation of provision 2 above, the person or entity that disturbs or removes the cap material shall immediately repair and restore same.
4. No Disputed Material shall be removed from the Site except with the prior written consent of the United States Environmental Protection Agency ("EPA") and LDEQ, or their respective successor agencies or departments.
5. If any Disputed Material is removed from the Site:
 - a. The Disputed Material shall be managed and transported as solid waste and shall be disposed of in a permitted Type I Industrial Solid Waste landfill under Louisiana Administrative Code Title 33, Part VII, or in an equivalent RCRA Subtitle D landfill if disposed of outside of Louisiana, in a separate and segregated cell containing no material other than the Disputed Material, unless the total volume of the Disputed Material removed from the Site is less than 100 tons; in which case a separate and segregated cell shall not be required; and

b. The person or entity removing the Disputed Material from the Site shall be designated as the sole "generator" of any such Disputed Material removed from the Site on any manifests, records, or other documents related to such removal.

The foregoing institutional controls shall run with the land and shall be incidental to ownership of the Site, and shall be binding on Recycling Park, Inc. and its successors, assigns, including all future owners of all or any part of or interest in the Site.

No person shall allow, cause, or attempt to cause this Conveyance Notification to be modified in any manner or canceled from the official conveyance records of the Clerk of Court of St. Mary Parish, Louisiana, except with the prior written consent of EPA and LDEQ, or their respective successor agencies or departments.

Information regarding this site is available in the LDEQ public record and may be obtained by contacting the LDEQ Records Manager for LDEQ at (225) 219-3168. Inquiries regarding the contents of this site may be directed to:

Louisiana Department of Environmental Quality
Remediation Services Division
Post Office Box 4314
Baton Rouge, Louisiana 70821-4314

Attachment 2 is a figure illustrating the Site and the soil / treated material piles. Attachment 3 contains the RECAP Management Option (MO)-1 industrial/commercial standards for those constituents detected at concentrations above RECAP screening standards, and the 95% UCL-AM constituent concentrations for those constituents remaining at the Site.

John M. Kent, President
Recycling Park, Inc.

(Signature of Person Filing Parish Records)

Date

(A true copy of the document certified by the parish clerk of court must be sent to the Remediation Services Division, Post Office Box 4314, Baton Rouge, Louisiana 70821-4314.)

RPI FACILITY

Area A

That area allocated in the tract of land designated as Tract O, Lot 6 on the attached map prepared by Keneth L. Rembert, Land Surveyor, dated October 31, 1991, Rev. December 31, 1991, and entitled Map Showing Properties of Englewood Partnership in Sections 23, 44, 46, T16S-R13E, St. Mary Parish, Louisiana.

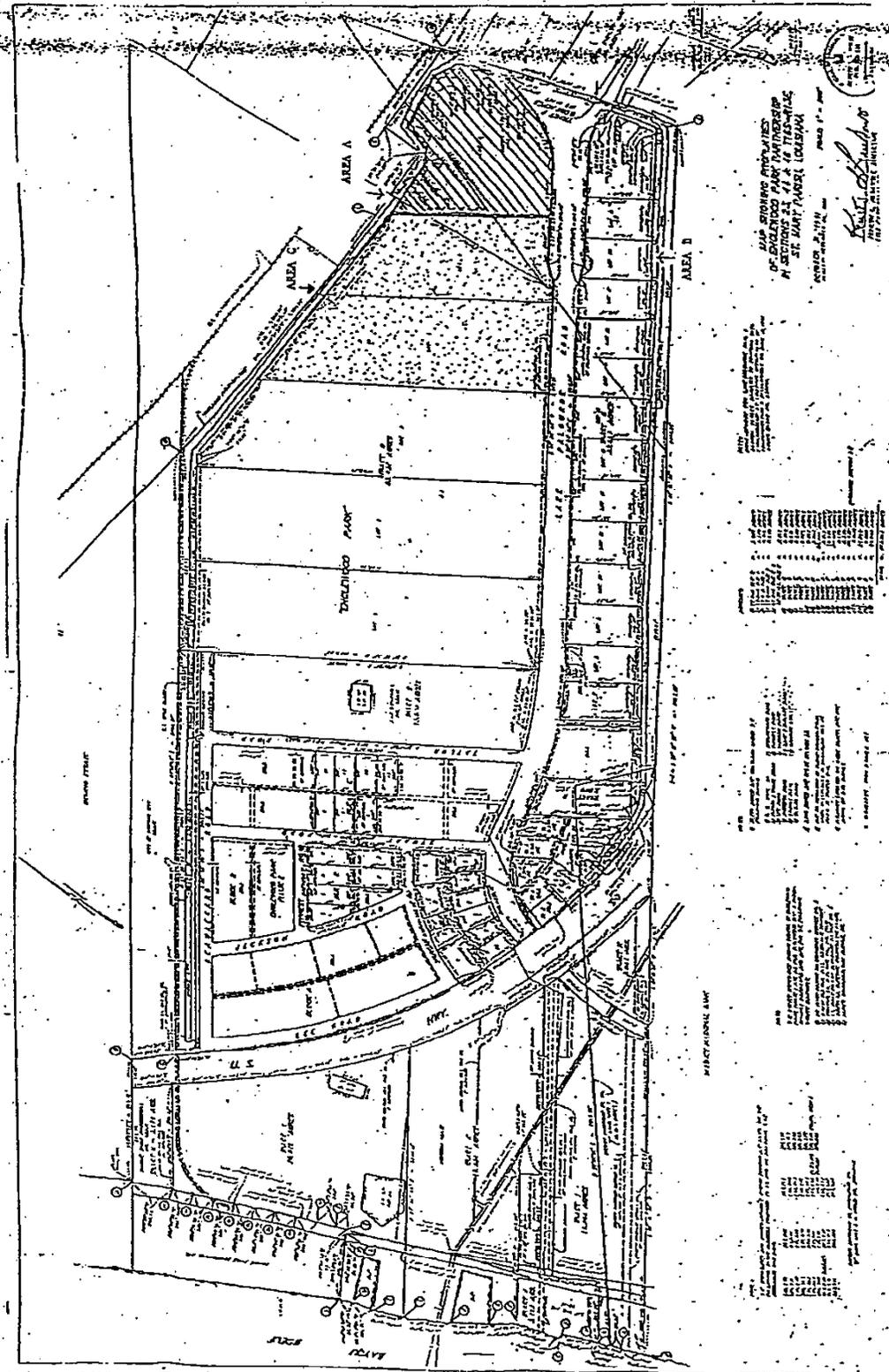
Area B

That area located in the tract of land designated as Tract Q, Lots 16, 17, 18, 19, and 20 on the attached map prepared by Keneth L. Rembert, Land Surveyor, dated October 31, 1991, Rev. December 31, 1991, and entitled Map Showing Properties of Englewood Park Partnership in Sections 23, 44, and 46 T16S-R13E, St. Mary Parish, Louisiana.

Area C

That area located in tract of land designated as Tract O, Lots 4 and 5 on the attached map prepared by Keneth L. Rembert, Land Surveyor, dated October 31, 1991, Rev. December 31, 1991, and entitled Map Showing Properties of Englewood Park Partnership in Sections 23, 44, and 46 T16S-R13E, St. Mary Parish, Louisiana.

ATTACHMENT 1



U.S. AIR FORCE
 OFFICE OF MILITARY AFFAIRS
 WASHINGTON, D.C. 20330
 PROJECT NO. 100-100-100-100
 SHEET NO. 100-100-100-100

U.S. AIR FORCE
 OFFICE OF MILITARY AFFAIRS
 WASHINGTON, D.C. 20330
 PROJECT NO. 100-100-100-100
 SHEET NO. 100-100-100-100

NO.	DESCRIPTION	DATE
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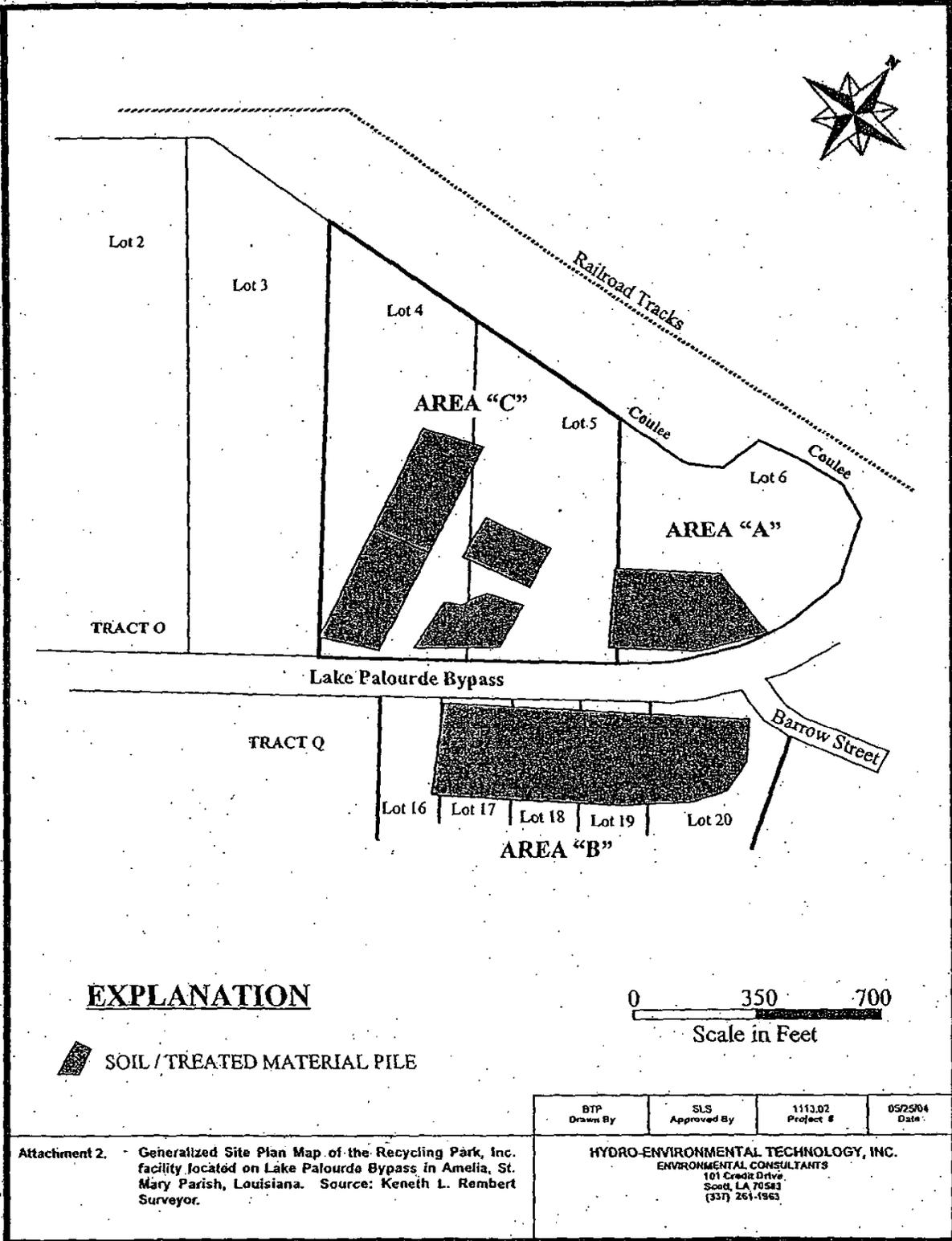
U.S. AIR FORCE
 OFFICE OF MILITARY AFFAIRS
 WASHINGTON, D.C. 20330
 PROJECT NO. 100-100-100-100
 SHEET NO. 100-100-100-100

U.S. AIR FORCE
 OFFICE OF MILITARY AFFAIRS
 WASHINGTON, D.C. 20330
 PROJECT NO. 100-100-100-100
 SHEET NO. 100-100-100-100

NO.	DESCRIPTION	DATE
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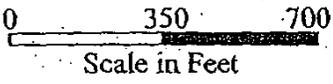


U.S. AIR FORCE
 OFFICE OF MILITARY AFFAIRS
 WASHINGTON, D.C. 20330



EXPLANATION

 SOIL / TREATED MATERIAL PILE



Attachment 2. Generalized Site Plan Map of the Recycling Park, Inc. facility located on Lake Palourde Bypass in Amelia, St. Mary Parish, Louisiana. Source: Kenneth L. Rembert Surveyor.

BTP Drawn By	SLS Approved By	1113.02 Project #	05/25/04 Date
-----------------	--------------------	----------------------	------------------

HYDRO-ENVIRONMENTAL TECHNOLOGY, INC.
 ENVIRONMENTAL CONSULTANTS
 101 Credit Drive
 Scott, LA 70583
 (337) 261-1963

Attachment 3

Area A

Constituent of Concern above R/CAP Screening Standards	95% UCL A/M Soil Constituent Concentration	Limiting M/D R/CAP Standards
Antimony	49.0 mg/kg	820.0 mg/kg
Arsenic	28.0 mg/kg	12.0 mg/kg
Barium	6,622.0 mg/kg	70,000.0 mg/kg
Cadmium	15.0 mg/kg	500.0 mg/kg
Chromium	105.0 mg/kg	1,000,000.0 mg/kg
Lead	603.0 mg/kg	1,400.0 kg/kg

Area B

Constituent of Concern above R/CAP Screening Standards	95% UCL A/M Soil Constituent Concentration	Limiting M/D R/CAP Standards
Antimony	191.0 mg/kg	820.0 mg/kg
Arsenic	63.0 mg/kg	12.0 mg/kg
Barium	5,784.0 mg/kg	70,000.0 mg/kg
Cadmium	143.0 mg/kg	500.0 mg/kg
Chromium	755.0 mg/kg	1,000,000.0 mg/kg
Copper	6,482.0 mg/kg	82,000.0 mg/kg
Iron	42,311.0 mg/kg	321,000.0 mg/kg
Lead	3,715.0 mg/kg	1,400.0 kg/kg

Area C

Constituent of Concern above R/CAP Screening Standards	95% UCL A/M Soil Constituent Concentration	Limiting M/D R/CAP Standards
Antimony	215.0 mg/kg	820.0 mg/kg
Arsenic	60.0 mg/kg	12.0 mg/kg
Barium	6,405.0 mg/kg	70,000.0 mg/kg
Cadmium	36.0 mg/kg	500.0 mg/kg
Chromium	762.0 mg/kg	1,000,000.0 mg/kg
Copper	1,753.0 mg/kg	82,000.0 mg/kg
Iron	42,222.0 mg/kg	321,000.0 mg/kg
Lead	2,223.0 mg/kg	1,400.0 kg/kg

The locations of Areas A, B, and C are shown in Attachment I.

Form of Transfer Provisions¹

"Agreements by [Transferee]."

a. [Transferee]: (1) acknowledges and agrees that the property described herein is subject to all provisions, restrictions, and requirements set forth in that certain Conveyance Notification recorded in the official conveyance records of the Clerk of Court of St. Mary Parish, Louisiana, under File No. _____ (the "Conveyance Notification"); (2) [Transferee] shall fully comply with all provisions, restrictions, and requirements set forth in the Conveyance Notification; (3) [Transferee] shall not allow any person that is present on the Property with the permission of [Transferee], its tenants, contractors, agents, or invitees, or subject to the control of [Transferee], to violate any provisions, restrictions, and requirements set forth in the Conveyance Notification; and (4) [Transferee] shall not allow, cause, or attempt to cause the Conveyance Notification to be modified in any manner or canceled from the official conveyance records of the Clerk of Court of St. Mary Parish, Louisiana, except with the prior written consent of the United States Environmental Protection Agency ("EPA") and the Louisiana Department of Environmental Quality ("LDEQ"), or their respective successor agencies or departments.

b. It is the intent and agreement [Transferee] to ensure that every future owner or transferee of any interest or rights in all or any part of the property described herein ("Transferee") shall fully comply with all provisions, restrictions, and requirements set forth in the Conveyance Notification, and that the subject property shall remain subject to all provisions, restrictions, and requirements set forth in the Conveyance Notification, unless and until the Conveyance Notification is modified or canceled by, or with the prior written consent of, EPA and LDEQ, or their respective successor agencies or departments. Accordingly, [Transferee] agrees that it shall not sell, exchange, donate, grant a servitude in, or otherwise convey, transfer, or grant of any interest or rights in ("Transfer") all or any part of the subject property unless [Transferee] includes sections identical to this section entitled "Agreements by [Transferee]" and the following section entitled "Third Party Beneficiaries; Violation; Injunctive Relief" in any future sale, exchange, donation, lease, servitude, or other conveyance, transfer, or grant of any interest or rights in all or any part of the subject property.

c. Recycling Park Inc. ("RPI") and John M. Kent, Sr., in his capacity as an officer and director of RPI, and their respective successor and assigns shall be prohibited from conveying, transferring, encumbering, or otherwise assigning title to or any interest in any of the Property that is subject to this Agreement without the consent of EPA and LDEQ.

¹ The name or designation of the transferee shall be inserted in place of the term "[Transferee]".

Third Party Beneficiaries; Violation; Injunctive Relief.

a. The agreements set forth in the section above entitled "Agreements by [Transferee]" shall be binding upon Transferee and [its/his/her/their] heirs, successors, and assigns. Further, [Transferee] hereby expressly declares and agrees that the agreements set forth in the section above entitled "Agreements by [Transferee]" are intended to and shall confer upon EPA and LDEQ, and their respective successor agencies or departments, legal or equitable rights, benefits, or remedies as set forth herein, and that EPA and LDEQ, and their respective successor agencies or departments, and Southern Wood Piedmont Company and Rayonier Inc. and their respective successors and assigns, are third party beneficiaries of and may enforce the said agreements and exercise the remedies, including but not limited to injunctive relief, set forth herein.

b. In the event of any violation or threatened violation by [Transferee] of any of the agreements set forth in the section above entitled "Agreements by [Transferee]" and the provisions and requirements of the Conveyance Notification, EPA and LDEQ, and their respective successor agencies or departments, will have, in addition to all other remedies that may be available to them under applicable law, the right to enforce the agreements set forth in the section above entitled "Agreements by [Transferee]" and the provisions and requirements of the Conveyance Notification by specific performance, and the right to enjoin such violation or threatened violation, in a court of competent jurisdiction by injunctive relief. [Transferee] agrees and stipulates that [its/his/her/their] obligations set forth in paragraphs a.(3) and (4) b. and c. of the section above entitled "Agreements by [Transferee]" are "obligations not to do" and that EPA and LDEQ, and their respective successor agencies or departments, and Southern Wood Piedmont Company and Rayonier Inc. and their respective successors and assigns, may enjoin violations or threatened violations of such obligations without proof of irreparable injury."

**RENEWABLE OPTION TO PURCHASE THE REAL PROPERTY
ON WHICH THE MSP AND RPI FACILITIES ARE LOCATED**

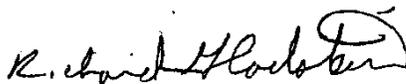
As set forth in the Paragraph 1.H.(3) of the attached Stipulation of Settlement and Judgment ("Settlement") among the plaintiffs the United States and the Louisiana Department of Environmental Quality ("LDEQ") and the defendants Marine Shale Processors, Inc. ("MSP"), Recycling Park Inc. ("RPI"), and John Kent Sr. ("Jack Kent"), the plaintiffs are hereby granted a renewable option for periods of five years for the transfer to a trust of title to the real properties on which the MSP and RPI facilities are located for the purpose of sale for the benefit of the plaintiffs after the plaintiffs have certified that closure and remediation have been completed at the MSP and/or RPI facilities. The real properties on which the MSP and RPI facilities are located are described in Appendices A and B to the attached Settlement.

If the plaintiffs choose to exercise their renewable five year option to purchase one or more of the subject properties after they certify in writing that remediation is completed, they will create a Trust solely for the purpose of the sale of the subject property or properties. After the plaintiffs certify that the cleanup or cleanups have been completed and the Trust is created, the plaintiffs and defendants agree that title to the subject properties will be conveyed to the Trustee, including all required documentation. The Trustee will sell the property or properties to the highest qualified bidder consistent with the use restrictions imposed in the Conveyance Notifications attached as Appendices C and E to the Settlement. The Trustee will be fairly compensated commensurate with the amount of time spent to sell the subject property or properties. The United States and LDEQ will be the sole beneficiaries of the Trust, which will expire after the proceeds from the sale of the properties have been distributed to the plaintiffs.

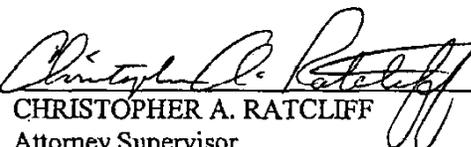
APPENDIX G

If the plaintiffs exercise the above option to purchase the subject properties, the transfer to the trust of title to such properties, shall satisfy the Judgment for penalties set forth in Subparagraphs I.A. through I.C. of the Settlement, except as set forth in Subparagraph 1.J., provided that MSP, RPI and Jack Kent, Sr. have complied with Subparagraphs I.F. through I.H. therein. As set forth in Subparagraph 1.J., MSP and its successors, RPI and its successors, Jack Kent, or any other entity in which Johnth Kent Sr. is an interested party shall not be entitled to offer to purchase or purchase the subject properties unless MSP and RPI have actually paid the \$6,225,995 Judgment for penalties described in Subparagraphs 1.A. through 1.C of the Settlement.

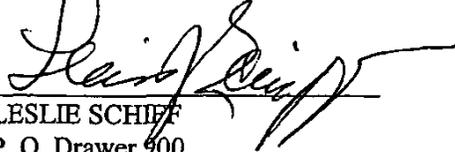
Agreed to:
United States of America


RICHARD M. GLADSTEIN
Senior Counsel
Environmental Enforcement Section
Environment & Natural Resources Div.
United States Department of Justice
P. O. Box 7611
Washington, D.C. 20044-7611
202-514-1711

Louisiana Department of Environmental Quality


CHRISTOPHER A. RATCLIFF
Attorney Supervisor
Special Assistant Attorney General
For the State of Louisiana
Department of Environmental Quality
P.O. Box 4302
Baton Rouge, LA 70821-4302
(225) 219-3985

Marine Shale Processors,
Inc., Recycling Park, Inc., and John M.
Kent, Sr.



LESLIE SCHIFF

P. O. Drawer 900

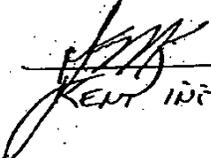
Opelousas, Louisiana 70571-0900

337-942-9771

Attorney for Marine Shale Processors,
Inc., Recycling Park, Inc., and John M.
Kent, Sr.

B. Consolidation of Certain Disputed Material

Within sixty (60) days of entry of this Consent Decree, GTX shall submit a plan for the consolidation of all Disputed Material not located in the aforementioned SWMU. Such plan shall be submitted for approval or modification in accordance with Section XXXII of this Consent Decree to the EPA and the LDEQ. Within 90 days after approval of the plan by EPA and LDEQ, all Disputed Material located at Lowlands Construction (a/k/a Robichaux subdivision), Crankshaft Company (a/k/a ABC Bait), Shriever Auto Parts, M.B.J. Construction, Southern Scrap and the Domino Estate (together the "Consolidating Off-Site Disputed Material") shall be consolidated for temporary storage at the agreed upon locations within the Facility or within Area C of the RPI Property identified in Attachment D of this Consent Decree, pending final disposal as set out in this Section VIII.C. *AUS COURTESY INDUSTRIES SHIPYARD*


KENT INITIALS