

**AMENDED MEMORANDUM OF AGREEMENT BETWEEN  
THE NATURAL RESOURCE TRUSTEES AND  
THE DOW CHEMICAL COMPANY GOVERNING  
COOPERATIVE NATURAL RESOURCE DAMAGE  
ASSESSMENT ACTIVITIES**

I. INTRODUCTION AND AUTHORITY

This Amended Memorandum of Agreement (Agreement) is made by and between the State of Michigan (Michigan), acting through its trustees and co-trustee for natural resources, namely the Director of the Michigan Department of Environmental Quality (MDEQ), the Director of the Michigan Department of Natural Resources (MDNR) and the Attorney General of the State of Michigan (MAG); the U.S. Department of the Interior (DOI), acting through its representatives, the U.S. Fish and Wildlife Service (FWS) and the Bureau of Indian Affairs (BIA); and the Saginaw Chippewa Indian Tribe of Michigan (the Tribe), natural resource trustees (collectively referred to as the Trustees) and The Dow Chemical Company (Dow) under Section 107(f) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) as amended, 42 U.S.C. § 9607(f); Section 311 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1321; Executive Order 12580 as amended; the National Contingency Plan Subpart G, 40 C.F.R. § 300.600; the DOI's Natural Resource Damage Assessment Regulations, 43 C.F.R. Part 11; and applicable state law. The Trustees and Dow are collectively referred to as the "Parties" and individually referred to as a "Party." All terms in this Agreement shall have the same meaning as set forth in CERCLA, 42 U.S.C. § 9601 et seq., the DOI regulations, 43 C.F.R. Part 11 and Part 201 of the Michigan Natural Resources and Environmental Protection Act, M.C.L. 324.20101 et seq.

II. PURPOSE

The Trustees have completed a preassessment screen in accordance with 43 C.F.R. Part 11 for this site. Based on the results of the preassessment screen, the Trustees have determined that a natural resource damage assessment (NRDA) is warranted. The Trustees have invited Dow to participate in the assessment process. The purpose of this Agreement is to provide the framework for cooperative implementation of the NRDA whenever the Parties can agree on assessment goals, approaches, and implementation to facilitate resolution of any natural resource damage (NRD) claims arising from the releases of hazardous substances to the environment at and from Dow's Midland manufacturing plant property, the aerial deposition zone for airborne matter originating from the plant property, the Tittabawassee River and its floodplains downstream of Midland, the Saginaw River and its floodplains, and Saginaw Bay (hereinafter the "NRDA" Area). Accordingly, this Agreement lays out the procedures for (a) undertaking cooperative NRD studies, including those necessary for the determination and quantification of injury to natural resources and/or services and for restoration planning/scaling, and (b) payment of reasonable assessment costs incurred by DOI, Michigan, and the Tribe. Through this

Agreement, the Parties intend to work cooperatively, efficiently, and in a cost effective manner to resolve NRD claims through a restoration-based approach.

### III. FUNDING

- A. Cooperative Studies - Dow shall (1) provide funding for any Trustee-implemented Cooperative Studies and related Trustee activities as described in this Agreement and (2) implement Cooperative Studies with Trustee oversight as described in this Agreement. The Parties shall meet at least quarterly to identify and discuss the current status or results of Cooperative Studies pursuant to Section IV.A.
- B. Costs
1. Funding - Dow shall fund the reasonable costs of the following:
    - a. any Cooperative Studies as defined in Section IV.A. that are implemented by the Trustees by agreement of the Parties;
    - b. administrative, monitoring, oversight, travel, and legal costs of the Trustees related to (i) discussing (internally and with Dow) and evaluating potential Cooperative Studies, (ii) implementing Cooperative Studies, and (iii) all related cooperative assessment activities incident to this Agreement;
    - c. Trustee Coordinator (as defined in Section III.B.3) costs; and
    - d. Trustee costs for reviewing Dow plans and reports relating to corrective action and CERCLA response actions relating to the NRDA Area and otherwise participating in the corrective action or CERCLA response action process relating to the NRDA Area (provided, however, that the Trustees will use best efforts to avoid duplicative cost claims or charges for activities performed for both NRDA purposes and for purposes of participation in the corrective action or CERCLA response action process.
  2. Past Costs - Prior to the Effective Date of this amended Agreement, Dow reimbursed the Past Natural Resource Damage Assessment Costs of the Trustees as follows:
    - a. Dow paid \$ 216,401.52 for Past Natural Resource Damage Assessment Costs incurred by DOI, including FWS and BIA;

- b. Dow paid \$ 116,784.75 for Past Natural Resource Damage Assessment Costs incurred by MDEQ; and
  - c. Dow paid \$ 27,247.04 for Past Natural Resource Damage Assessment Costs incurred by the Tribe.
  - d. All such payments were made in accordance with Section IX.B.3, below.
  - e. For purposes of this Agreement, Past Natural Resource Damage Assessment Costs included all Natural Resource Damage Assessment Costs incurred:
    - (1) by DOI, including FWS and BIA, through June 9, 2007;
    - (2) by MDEQ through May 30, 2007; and
    - (3) by the Tribe through May 31, 2007.
3. Trustee Coordinator - Dow agrees to pay the reasonable direct and indirect cost of a Trustee Coordinator hired by the Lead Administrative Trustee to the extent the work of such Trustee Coordinator relates to the NRDA that is the subject of the Agreement, up to an aggregate maximum of \$725,000. This sum shall be paid in one-year increments as follows. Prior to the Effective Date of this amended Agreement, Dow paid to the Tittabawassee account of the DOI Natural Resource Damage Assessment and Restoration Fund, which was established pursuant to 43 U.S.C. §§1474b and 1474b-1 (Tittabawassee NRD Fund), the sum of \$181,250 to fund the Trustee Coordinator for the twelve-month period following this payment deadline. No later than October 28 of 2008, 2009, and 2010, respectively, Dow shall place an additional \$181,250 in the Tittabawassee NRD Fund to fund the Trustee Coordinator. The funds placed by Dow in the Tittabawassee NRD Fund for this purpose shall be used solely for this purpose, and any funds not used for this specific purpose shall be returned to Dow, plus earned interest on any such unused funds, except as Dow otherwise directs. If the costs for the Trustee Coordinator exceed \$725,000, the Trustees reserve their right to seek reimbursement for such additional costs to the extent permitted under CERCLA and 43 C.F.R. Part 11. Selection of the Trustee Coordinator will be at the sole discretion of FWS.
4. Initial Planning Period - Prior to the Effective Date of this Agreement, Dow paid an additional \$75,000 to the Tittabawassee NRD Fund, to pay the Trustees' reasonable administrative, oversight, travel, and legal costs

relating to working with each other and participating with Dow in an Initial Planning Period during the remainder of federal fiscal year (FY) 2007.

5. Budget Estimates and Payments

- a. Not later than January 2, 2008, the Trustees shall provide Dow with an estimated reasonable annual budget for Trustee activities under this Agreement during FY 2008. Dow and the Trustees will discuss and seek to reach agreement upon the budget. Not later than April 7, 2008, Dow shall pay all undisputed portions of the estimated FY 2008 budget into the Tittabawassee NRD fund.
- b. On or before July 1, 2008, and not later than July 1 of each subsequent year while this Agreement is in effect, the Trustees shall provide Dow with an estimated reasonable annual budget for anticipated Trustee activities under this Agreement during the upcoming fiscal year. Dow and the Trustees will discuss and seek to reach agreement upon the budget. No later than September 15 of each year while this Agreement is in effect, beginning in 2008 and ending no later than 2010, Dow shall pay an amount equal to fifty percent (50%) of all undisputed portions of the estimated Trustee annual budget into the Tittabawassee NRD Fund, less any uncommitted or unexpended amounts from prior years. Based on the accountings provided by the Trustees under Section III.B.8, Dow also may deduct from this payment the amounts of any Trustee expenditures during the previous twelve-month period that Dow challenges on the basis of the reasonableness of the costs, or on the basis that there are mathematical or accounting errors, or on the basis that the costs are outside the scope of this Agreement. No later than March 15 of each year while this Agreement is in effect, beginning in 2008 and ending no later than 2011, Dow shall pay the remaining 50% of the undisputed portions of the estimated Trustee annual budget into the Tittabawassee NRD Fund.

6. Exceedance of Tittabawassee NRD Fund - Should Trustee costs incurred under Section III.B.1. a - b and d exceed the amount in the Tittabawassee NRD Fund (excluding amounts paid pursuant to Section III.B.3), the Trustees may seek payment of those costs by submitting an invoice to Dow with the next semiannual accounting pursuant to Section III.B.8. Unless Dow disputes these costs pursuant to IX.A., Dow shall pay these costs to the Tittabawassee NRD Fund within sixty days after receiving the invoice. The Trustees reserve the right to seek disputed costs from Dow in

subsequent accountings or in a final accounting at the conclusion of the NRD process.

7. Noncommitted Funds -To the extent that funds provided by Dow for reasonable assessment costs have not been expended or committed, such funds shall be retained by the Trustees and applied towards the next annual budget under this Agreement.

8. Accounting

a. By May 31, 2008, the Trustees shall provide Dow with an accounting of their reasonable cooperative assessment activities for the period from September 28, 2007 through March 31, 2008. Within 60 days after the completion of each successive six month period of activities under this Agreement, the Trustees shall provide Dow with an accounting of their reasonable cooperative assessment costs that have been withdrawn from the Tittabawassee NRD Fund during that period.

b. Within 120 days after completion of all cooperative studies or the termination of this Agreement, the Trustees shall provide Dow with a final cost accounting. Any outstanding undisputed costs owed to the Trustees pursuant to this accounting shall be paid by Dow within sixty (60) days of submission of the final cost accounting.

c. Cost documentation shall be provided in accordance with Section VI of this Agreement.

d. In the event that the final cost accounting demonstrates that Dow overpaid the Trustees or that funding provided by Dow remains in the Tittabawassee NRD Fund as of the date of termination of this Agreement by the Trustees, the Trustees shall reimburse Dow for all such overpayments or remaining funds within ninety (90) days of submission of the final cost accounting.

9. Credit - Payments by Dow pursuant to Section III.B. shall be credited toward assessment costs under CERCLA, 43 C.F.R. Part 11, and applicable state law.

C. Independent Studies -The Parties expressly reserve the right to perform independent NRDA studies, i.e., studies on which the Parties have not agreed and that are not governed by this Agreement (Independent Studies). The Trustees reserve their right to seek reimbursement of costs arising from or related to

Independent Studies to the extent permitted under CERCLA, 43 C.F.R. Part 11, and applicable state law.

- D. Nonwaiver -Agreement by Dow to fund activities and costs pursuant to this Agreement shall not act as a waiver of its rights to seek to dispute or limit its potential liability pursuant to 42 U.S.C. §9607 or applicable state law.
- E. Disputed Costs -Dow reserves its right to dispute reasonable assessment costs that are insufficiently or inaccurately documented pursuant to Section VI.

#### IV. COOPERATIVE ASSESSMENT ACTIVITIES

##### A. General

1. The Parties shall seek to use available data, in whole or in part, where possible, taking into account the reliability, relevancy and adequacy of the available data for its intended assessment use.
2. The Parties shall determine whether there are specific facts, data or conclusions related to the NRDA Area that the Parties can reach agreement on and stipulate to in advance of performing any Cooperative Study. All such stipulations shall be reduced to writing and made a part of the Administrative Record and shall survive the termination of this Agreement.
3. The Parties will attempt to reach consensus on the necessity, selection, design and protocols for performing studies relating to the NRDA for the NRDA Area. Any Party may propose studies. Any proposed study that all Parties agree in writing will be funded by Dow and conducted by the Trustees under this Agreement or conducted by Dow with Trustee oversight, shall be deemed a Cooperative Study. The study plan for each Cooperative Study will be incorporated by reference into this Agreement and will be subject to all of its terms and conditions. Each study shall include defined objectives and a schedule of appropriate milestones.
4. The Parties agree to form and participate in collaborative Technical Work Groups as a primary mechanism of discussing and making recommendations to the managements of the Parties on key administrative and technical issues relating to cooperative assessment activities under this Agreement. Technical subgroups may be formed, if needed, to address specific technical issues. The Parties desire to use a collaborative process to discuss assessment goals and approaches and, where the Parties can agree on goals and approaches, to identify and implement specific cooperative assessment activities. The Parties shall seek to have the

Technical Work Groups and subgroups (as applicable) confer as often as needed to achieve the objectives of the assessment.

- B. Retention of Persons Performing Cooperative Studies - Performance of all or part of a Cooperative Study shall be undertaken by a qualified and mutually agreed upon person(s) or entity. The person or entity shall be retained by either of the Parties per written agreement and such agreement shall not be unreasonably withheld from the other Parties. The Parties agree that prior to retention of a mutually agreed upon person or entity for a Cooperative Study, or prior to use of a previously retained person or entity for a Cooperative Study, such person or entity must disclose to the Parties potentially conflicting relationships. The Parties further agree to require in all contracts for such services, reasonable and appropriate strictures and controls to prevent the transfer of privileged or confidential information until such time as the information is made part of the Administrative Record.
  
- C. Implementation - Any Cooperative Studies conducted by Dow or the Trustees pursuant to this Agreement will be undertaken in a cooperative and collaborative manner, using the Technical Work Group process outlined in Section IIIA.4. The Parties will seek to maximize the opportunities for data integration and cost effectiveness for any Cooperative Studies.
  
- D. Data Collection
  - 1. General - All Parties may be present during data collection for Cooperative Studies. The Parties agree to give ten (10) working days advance notice, unless otherwise agreed upon, of data collection activities for Cooperative Studies. All data collected for Cooperative Studies shall be fully and freely shared among the Parties concurrently as soon after it is collected and as is reasonably practical.
  
  - 2. Data Collected from Human Respondents - The Parties may agree, in the case of data collection from human respondents (such as surveys or interviews), that the presence of all Parties and the sharing of complete data may impede the collection of accurate, complete and candid responses. In such cases, the Parties shall agree on procedures for the collection and sharing of such data that depart from the requirements of IV.D.1. (such as the use of neutral interviewers and the aggregation of data prior to dissemination to protect the confidentiality of individual responses) to the extent necessary to promote the accuracy and candor of the responses.

E. Interpretation

1. Consensus on Interpretation. The Parties will employ good faith efforts to reach consensus on the interpretation of, and conclusions to be drawn from, data collected during Cooperative Studies. All matters to which the Parties stipulate shall be reduced to writing and made a part of the Administrative Record.
  2. Independent Interpretations -In the event that the Parties fail to reach consensus on the interpretation of, and conclusions to be drawn from, data collected during Cooperative Studies, the Parties expressly reserve the right to produce and present separate and independent interpretations and conclusions. All separate and independent interpretations and conclusions, produced and presented pursuant to this Paragraph, shall be included in the administrative record for this NRDA. A Party that intends to submit separate and independent interpretations and conclusions shall submit notice of its intent to do so within 60 days of receipt of the final interpretations and conclusions for the Cooperative Study in question. Separate and independent interpretations and conclusions are not part of a Cooperative Study.
  3. Draft Reports - Where the product of a Cooperative Study is a report or an analysis, a final draft of such report or analysis shall be delivered to the other Parties, providing them forty-five (45) days (or such other time as the Parties may agree) to review and comment, before the report or analysis is finalized. Any comments so provided, as well as the final draft and the final report or analysis, shall be placed in the Administrative Record maintained by the Lead Administrative Trustee for this matter. All discussions of the Technical Work Groups are subject to the confidentiality requirements of Section VIII of this Agreement.
- F. Modification of Cooperative Studies - Any Party may propose to modify any Cooperative Study based on preliminary results, changed circumstances, or for other reasons. Any proposed modification that all Parties jointly agree is reasonable and appropriate shall be incorporated into the study plan. The modified study plan will be incorporated by reference into this Agreement and will be subject to all of its terms and conditions.
- G. Withdrawal from Cooperative Studies - Unless the Trustees terminate this Agreement, Dow will not withdraw from its obligation to fund an ongoing Cooperative Study so long as the study is conducted consistently with the agreed study plan and any agreed modifications thereto.



H. Challenges to Data - The Parties agree any data collected pursuant to a Cooperative Study, including the associated study design, data collection methodologies, and quality assurance procedures of a Cooperative Study, that are not challenged by a Party in writing, with an explanation of the bases for such challenge, within 90 days of receipt of all final validated data for a Cooperative Study (or such other time as the Parties may agree), shall be binding upon such Party in any civil judicial or administrative proceeding between or among the Parties relating to natural resource damages arising from the release of hazardous substances to the NRDA Area, subject to the right of any Party, based on information not available at the time the validated data were received, to raise issues of laboratory error, negligence, or fraud, or more recent laboratory or analytical procedures that indicate the data in question are unusable (unless they can be adjusted to remove a substantiated consistent bias) due to the laboratory or analytical procedures used.

V. PUBLIC INVOLVEMENT

A. Consistency with CERCLA and the Regulations - The Trustees will undertake public participation consistent with CERCLA and 43 C.F.R. Part 11. The Trustees will provide public notice and solicit public review and comment of documents the Trustees deem appropriate including those identified in the Regulations. Costs associated with public participation as described in 43 C.F.R. Part 11 constitute reasonable assessment costs as defined in 43 C.F.R. Part 11.

B. Cooperative Efforts for Public Involvement - The Parties will work cooperatively to identify opportunities for public involvement that may enhance the decision making of the Trustees. Further, the Parties will cooperatively develop and disseminate public information on damage assessment activities related to the releases where possible. Where public outreach and information dissemination activities are undertaken separately, the Parties shall notify each other in advance of dissemination.

C. Initiation of Activities - In the event that the Parties have entered agreements that propose activities for which public notice, review and comment is legally required, the Parties agree that none of the activities shall be initiated until the appropriate notice, review and comment requirements are fulfilled unless a time sensitive or emergency situation exists. In all such cases, certain studies may go forward pending the public notice, review and comment process.

VI. COST DOCUMENTATION

A. Documentation - The Trustees shall provide Dow with documentation of all NRDA costs incurred and paid under this Agreement (other than Past Natural Resource Damage Assessment Costs referred to in Section III.B.2, for which

documentation was previously provided), excluding however, confidential business information and information withheld under the federal Privacy Act. The Trustees shall provide cost documentation on a semiannual basis, concurrently with the accountings provided pursuant to Section III.B.8. In addition to summarizing the time and rate of each involved Trustee employee (including but not limited to the Trustee Coordinator) and all expenditures on contractors for work performed on activities under this Agreement, such documentation shall include, to the extent allowed by law, contractor invoices or similar records showing billing period, amount of invoice, contractor personnel, contractor rates, hours spent by particular personnel on activities under this Agreement, and descriptions of such activities, including detailed and specific descriptions of contractor activities, and receipts for any disbursements or expenditures.

- B. Objections - In the event that Dow objects to the reasonableness of the costs, or on the basis that there are mathematical or accounting errors, or on the basis that costs are outside the scope of this Agreement, it shall provide a written statement identifying with specificity the contested assessment costs and the bases for its objections within 60 days of receipt of the NRDA documentation, or shall be deemed to have waived any objections. The Parties agree to use dispute resolution procedures pursuant to IX.A. to resolve objections.

## VII. RESERVATION OF RIGHTS AND CLAIMS

- A. This Agreement shall not be admissible in any proceeding as evidence or proof of liability or non-liability. The Parties agree that:
1. None of them is making any admission of fact or law by entering into this Agreement.
  2. This Agreement shall not be admissible as to the validity or non-validity of any claim or defense in any proceeding relating to this matter, although it shall be admissible as evidence of its terms in a proceeding to enforce this Agreement.
  3. Nothing in this Agreement is intended nor shall be construed as a waiver by any of the Parties of any defenses or affirmative claims in any proceedings relating to the releases.
  4. Nothing in this Agreement shall be construed as a waiver of attorney-client privilege, work product privilege or any other privilege that has been or may be asserted in this or any other matter unless explicitly stated herein.

5. Raw or factual data collected pursuant to the Cooperative Studies provisions of this Agreement shall not be considered work product or attorney-client privileged.
  6. This Agreement does not limit the Trustees' authority to perform studies that they deem appropriate.
- B. This Agreement does not release Dow from any liability, including but not limited to claims for injury, loss or destruction of natural resources or their services, claims for restoration, rehabilitation, replacement or acquisition of the equivalent of natural resources or lost services provided by such resources and claims for reasonable costs of the natural resource damage assessment relating to the NRDA Area. The Trustees agree that they will not assert claims against Dow for any Trustee costs or expenses that Dow has reimbursed under this Agreement. Evidence of payments or expenditures by Dow under this Agreement shall not be admissible to establish whether Dow is liable for natural resource damages pursuant to Section 107 of CERCLA, 42 U.S.C. §9607, but evidence of such payments shall be admissible to establish any costs or expenses that Dow has reimbursed under this Agreement.
- C. This Agreement does not affect any of Dow's rights, defenses, or obligations under other agreements, consent orders, releases, permits, licenses, etc. issued by or with MDEQ or any agency or office of the Michigan or Federal government.

## VIII. CONFIDENTIALITY

The Parties acknowledge and agree:

1. They remain bound by the December, 2005 City of Midland, Michigan, Tittabawassee River, Saginaw Bay Contamination Remediation and Damages Alternative Dispute Resolution Mediation Confidentiality Agreement (ADR Confidentiality Agreement).
2. Nothing in this Agreement modifies or limits the effects of the ADR Confidentiality Agreement.
3. Any "dispute resolution communications" as defined in Paragraph 4 of the ADR Confidentiality Agreement that occur in connection with the cooperative natural resource damage assessment activities that are the subject of this Agreement, including, without limitation, communications among the Parties that occur through the Technical Work Groups, are subject to the confidentiality requirements of the ADR Confidentiality Agreement.

## IX. GENERAL PROVISIONS

### A. Dispute Resolution

1. Informal - The Parties shall attempt to resolve promptly any disputes concerning the implementation of this Agreement through good faith informal negotiations between the Trustees and Dow. The period of informal negotiations shall not exceed 30 days from the time the dispute arises unless otherwise agreed in writing between all Parties involved. The Parties may agree to use facilitated negotiations under the ADR Confidentiality Agreement to avoid or resolve disputes among the Parties.
2. Written Notice - A dispute shall be considered to have arisen when one Party sends the other Party a written Notice of Dispute. The notice shall describe the dispute with enough specificity to allow the other Parties to identify the issues involved and to respond effectively. To the extent practicable, such notice will be provided at least 30 days prior to the initiation of any field, analytical, or other assessment work under a Cooperative Study that is the subject of the disagreement.
3. Effect of Dispute - An unresolved dispute regarding a Cooperative Study, or an aspect thereof, does not result in termination of this Agreement or modify any funding obligations hereunder. If the Trustees decide to perform an independent study which was removed as a Cooperative Study because of an unresolved dispute, the Trustees reserve the right to seek reimbursement from Dow for the cost of that study.

### B. Payment of Funds - Payment of funds to the Trustees by Dow shall be as follows:

1. The Trustees' bills will be submitted to Dow at the following address:

Ben Baker  
Senior Environmental Project Leader  
Michigan Operations  
The Dow Chemical Company  
633 Building Midland, Michigan 48674

2. For Joint Activities, to the extent consistent with applicable law and DOI policy or otherwise agreed to by all the Trustees, payment of funds to the Trustees by Dow shall be as follows:

Payment shall be made electronically according to instructions to be provided to Dow. If electronic fund transfers are not possible, checks should be made payable to the Department of the Interior. The following

information must be included with the check: the account number 145X5198 (NRDAR); the reference to the Tittabawassee Site, Midland, Michigan and the paying party, Dow.

Mail to:

Department of the Interior  
NBC/Division of Financial Management Services  
Branch of Accounting Operations  
Mail Stop D-2777  
7401 W. Mansfield Avenue  
Lakewood, CO 80235

Payment notification to:

Department of the Interior  
Natural Resource Damage Assessment and Restoration  
Program  
Attn: Bruce Nesslage, Restoration Fund Manager  
1849 C Street, NW  
Mailstop 4449  
Washington, D.C. 20240

3. For all other costs, the payment of funds to the Trustees by Dow shall be as follows:

For Michigan:

MDEQ:

Payments shall be by certified check, made payable to the "State of Michigan – Environmental Response Fund – Green Point Dioxin NRDA Restricted Account," and shall be sent by first class mail or via courier to:

First Class Mail:

Revenue Control Unit  
Financial and Business Services Division  
Michigan Department of Environmental Quality  
P.O. Box 30657  
Lansing, MI 48909-8157

Via courier:

Revenue Control Unit  
Financial and Business Services Division  
Michigan Department of Environmental Quality  
Constitution Hall, 5th Floor, South Tower  
525 West Allegan Street  
Lansing, MI 48933-2125

To ensure proper credit, all payments made pursuant to this Agreement must reference the Green Point Dioxin-MDEQ, RRD2222.

A copy of all correspondence that is sent to the Revenue Control Unit shall also be provided to the MDEQ Trustee Representative designated in IX.C of this Agreement.

MDNR:

Payments shall be by certified check, made payable to the "State of Michigan - Department of Natural Resources, Wildlife Division, and shall be sent by first class mail or via courier to:

First Class Mail:

Cashier's Office  
Michigan Department of Natural Resources  
P.O. Box 30451  
Lansing, MI 48909-7951

To ensure proper credit, all payments made pursuant to this Agreement must reference NRDA Tittabawasee River.

A copy of all correspondence that is sent to the Revenue Control Unit shall also be provided to the MDNR Trustee Representative designated in IX.C of this Agreement.

MAG:

Payments shall be by certified check, made payable to the "State of Michigan" and shall be sent to:

Division Chief  
Environment, Natural Resources and Agriculture Division  
Michigan Department of Attorney General  
Williams Building, 6th Floor  
525 W. Ottawa  
P.O. Box 30755  
Lansing, MI 48909

For the Tribe:

Sue Watrous, Tribal Accountant  
The Saginaw Chippewa Indian Tribe of Michigan  
7070 East Broadway  
Mount Pleasant, MI 48858

For U.S. Department of the Interior:

Payment shall be made electronically according to instructions to be provided to Dow. If electronic fund transfers are not possible, checks should be made payable to the Department of the Interior. The following information must be included with the check: the account number 145X5198 (NRDAR); the reference to the Tittabawassee Site, Midland, Michigan and the paying party, Dow.

Mail to:

Department of the Interior  
NBC/Division of Financial Management Services  
Branch of Accounting Operations  
Mail Stop D-2777  
7401 W. Mansfield Avenue  
Lakewood, CO 80235

Payment notification to:

Department of the Interior  
Natural Resource Damage Assessment and Restoration  
Program  
Attn: Bruce Nessler, Restoration Fund Manager  
1849 C Street NW  
Mailstop 4449  
Washington, D.C. 20240

C. Correspondence. All Correspondence relative to this Agreement shall be given to the following persons on behalf of the Parties:

For the Trustees:

DOI:

Lisa Williams, Ph.D  
U.S. Fish & Wildlife Service  
East Lansing Filed Office  
Ecological Services  
2651 Coolidge Road, Suite 101  
East Lansing, MI 48823  
Phone: 517-351-8324  
Fax: 517-351-1443

Allen J. Sedik, PE  
NRDAR Program Manager  
U.S. Department of the Interior  
Bureau of Indian Affairs  
Division of Natural Resources  
1849 C Street NW, MS 4655 MIB  
Washington, DC 20240  
Phone:202-208-5474  
Fax:202-219-0006

Kimberly Gilmore  
U.S. Department of the Interior  
Office of the Solicitor  
Three Parkway Center, Room 385  
Pittsburgh, PA 15220  
Phone: 412-937-4017  
Fax: 412-937-4003

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Judie Gapp  
Michigan Dept. Of Environmental Quality  
525 West Allegan Street  
Constitutional Hall, 4<sup>th</sup> Floor South  
P.O. Box 30426  
Lansing Michigan 48909-7926  
Phone: 517-373-7402  
Fax: 217-373-2637

Tim Reis  
Michigan Department of Natural Resources  
Wildlife Division  
503 North Euclid Avenue, Suite 1  
Bay City, Michigan 48706  
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Fax: 989-684-4482

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Lansing, Michigan 48933  
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Fax: 517-373-1610



Tribe:

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Mt. Pleasant, Michigan  
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Fax: 98-773-4614

Sally Kniffen  
Saginaw Chippewa Indian Tribe of Michigan  
7070 East Broadway  
Mt. Pleasant, Michigan  
Phone: 989-775-4015  
Fax: 989-772-4151

For The Dow Chemical Company:

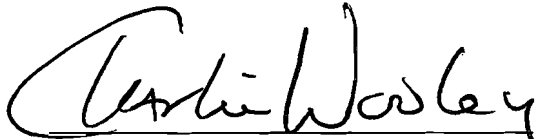
Mary H. Terzino  
Peter C. Wright  
The Dow Chemical Company  
2030 Dow Center  
Midland, MI 48674  
Phone: 989-636-4239  
Fax: 989-636-3771

Steven M. Jawetz  
Beveridge & Diamond, P.C.  
1350 I Street, N.W. , Suite 700  
Washington, DC 20005  
Phone: 202-789-6045  
Fax: 202-789-6190

- D. Modification and Termination - Any modifications to this Agreement or its attachment(s) must be in writing and executed by all of the Parties. Any Party may terminate this Agreement by giving 30 days written notice to all Parties.
- E. Effective Date - This Agreement may be executed in one or more counterparts, all of which shall be considered an original. The Effective Date of this Agreement shall be the last date of execution of any counterpart hereto.
- F. Trustee Funds - Nothing herein shall be considered as obligating the Trustees to expend or as involving the United States, Michigan or the Tribe in any contract or other obligations for the future payment of money in excess of funding approved and made available for payment under this instrument and modifications hereto. No provision of this Agreement shall be construed to require DOI to obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, in any fiscal year for actions subject to this Agreement.

Signature on the Agreement lines provided below shall constitute acceptance of the terms and conditions of the Memorandum of Agreement Between the Natural Resource Trustees and the Dow Chemical Company Governing Cooperative Natural Resource Damage Assessment Activities.

Signature on the Agreement lines below shall constitute acceptance of the terms and conditions of this Memorandum of Agreement Between the Natural Resource Trustees and the Dow Chemical Company Governing Cooperative Natural Resource Damage Assessment Activities.



Robyn Thorson  
Regional Director, Region 3  
U.S. Fish and Wildlife Service  
Authorized Official for the Department of the Interior

3/31/08  
Date

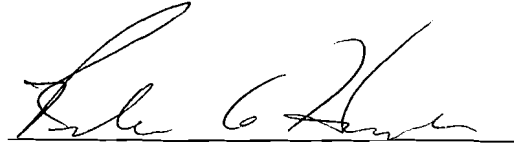
Signature on the Agreement lines provided below shall constitute acceptance of the terms and conditions of this Memorandum of Agreement Between the Natural Resource Trustees and the Dow Chemical Company Governing Cooperative Natural Resource Damage Assessment Activities.



\_\_\_\_\_  
Steven Chester  
Director  
Michigan Department of Environmental Quality

4-17-08  
Date

Signature on the Agreement lines provided below shall constitute acceptance of the terms and conditions of this Memorandum of Agreement Between the Natural Resource Trustees and the Dow Chemical Company Governing Cooperative Natural Resource Damage Assessment Activities.



Rebecca A. Humphries  
Director  
Michigan Department of Natural Resources

4/16/08  
Date

Signature on the Agreement lines provided below shall constitute acceptance of the terms and conditions of this Memorandum of Agreement Between the Natural Resource Trustees and the Dow Chemical Company Governing Cooperative Natural Resource Damage Assessment Activities.

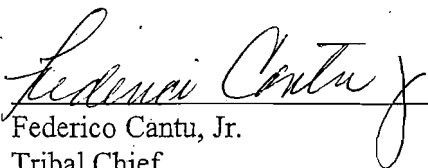
Robert Reichel

Kathleen Cavanaugh  
Robert Reichel  
Assistant Attorneys General of the State of Michigan

3/18/08

Date

Signature on the Agreement lines provided below shall constitute acceptance of the terms and conditions of this Memorandum of Agreement Between the Natural Resource Trustees and the Dow Chemical Company Governing Cooperative Natural Resource Damage Assessment Activities.

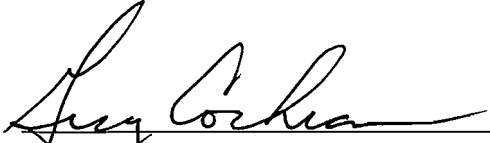
  
\_\_\_\_\_

Federico Cantu, Jr.  
Tribal Chief  
Saginaw Chippewa Indian Tribe of Michigan

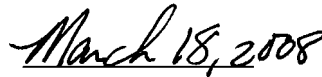
4.30.08  
\_\_\_\_\_

Date

Signature on the Agreement lines provided below shall constitute acceptance of the terms and conditions of this Memorandum of Agreement Between the Natural Resource Trustees and the Dow Chemical Company Governing Cooperative Natural Resource Damage Assessment Activities.



Greg Cochran  
Director of the Michigan Dioxin Initiative  
The Dow Chemical Company



Date