IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED
JUL 16 2003
Phil Lombardi, Clerk
U.S. DISTRICT COURT

1. THE CITY OF TULSA,
2. THE TULSA METROPOLITAN UTILITY AUTHORITY,

Plaintiffs,

v.

1. TYSON FOODS, INC.,
2. COBB-VANTRESS, INC.,
3. PETERSON FARMS, INC.,
4. SIMMONS FOODS, INC.,
5. CARGILL, INC.,
6. GEORGE'S, INC.,
7. CITY OF DECATUR, ARKANSAS,

Defendants.

Case No. 01 CV 0900EA(C)

ORDER APPROVING SETTLEMENT AGREEMENT, VACATING ORDER OF MARCH 14, 2003, AND ADMINISTRATIVELY CLOSING CASE

This matter comes before the Court on this 16th day of July, 2003, upon Plaintiffs' and Defendants' Joint Application to Approve Settlement reached among the Parties and announced to the Court on March 24, 2003. Based on the many filings and court appearances of the Parties in this case, evidentiary hearings, consideration of expert reports and testimony, and all presentations of counsel, the Court is thoroughly apprised of all of the issues, applicable law and the respective contentions, claims and defenses of the Parties in this case. The Court therefore considers the Settlement Agreement of the Parties in this context, and HEREBY FINDS AND ORDERS AS FOLLOWS:

1. The Parties agree that this case has been settled and that all issues and controversies have been resolved to their mutual satisfaction. The Settlement Agreement of the Parties, signed by the Parties as of July 16, 2003 and attached hereto as Exhibit "1," was negotiated by the Parties in good faith, at arms-length, and after numerous settlement

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4:05-cv-00329
State's Exhibit 0041

e. Settlement Agreement - Final

EXHIBIT
44

Exhibit 8

4:05-cv-00329
Oklahoma Ex. 3359

conferences with the active involvement and supervision of United States Magistrate Judge Sam A. Joyner.

2. All terms, conditions, definitions and provisions contained in the attached Settlement Agreement are hereby approved by the Court, and incorporated herein by reference as the Order and Judgment of the Court. The Parties shall comply with all terms, conditions and provisions of that Agreement and in addition thereto, or as stated therein, the Court further orders as follows.

3. Pending adoption of the risk based phosphorus index ("PI"), as described in the Agreement, effective immediately, there shall be a Moratorium on land application in the Watershed of Poultry Litter on Application Sites, as those terms are defined in the Agreement. Specifically, the Poultry Defendants shall not:

(a) engage in or knowingly permit the Land Application of Poultry Litter on a Company Farm (or other property owned by the Poultry Defendants) or on a Contract Grower's property in the Watershed until the property has been issued a Nutrient Management Plan ("NMP") containing a PI number for each tract, field or pasture;

(b) engage in or knowingly permit the sale or transfer of any Poultry Litter produced by a Company Farm or Contract Grower in the Watershed to any other Landowner in the Watershed for Land Application until each tract, field, or pasture, and each tract of the Application Site on which the sold or transferred Litter is to be land applied has been issued an NMP containing a PI by the Watershed Monitoring team ("WMT");

(c) engage in or knowingly permit the sale or transfer of any Litter produced by a Company Farm located outside of the Watershed to any Landowner within the Watershed for Land Application until the Landowner has been issued an NMP by the WMT, containing a PI number for each tract;

(d) continue to place birds with any Contract Grower who has been determined by the Company or the WMT to have engaged in or permitted the Land Application of Litter on his property prior to the issuance to such Grower, by the WMT, of an NMP for his property containing a PI number for each tract, and if ordered by

the Court, the Poultry Defendant shall terminate or refuse to renew its contract with the Contract Grower;

(e) continue to place birds with any Contract Grower who has been determined by the Company or the WMT to have sold or transferred Poultry Litter to any Landowner within the Watershed prior to the issuance to such Landowner, by the WMT, of an NMP containing a PI number for each tract, and, if ordered by the Court, the Poultry Defendant shall terminate or refuse to renew its contract with the Contract Grower; or

(f) engage in or knowingly permit any Litter to be stored on a Company Farm or Grower's farm in the Watershed in such a manner as to allow the transport or dispersal of such Litter due to storm water runoff, infiltration, wind or other natural or manmade events.

(g) the Poultry Defendants shall notify their contract growers in adjoining watersheds of the Moratorium and discourage them from selling, transferring or arranging to transport any Poultry Litter into the Watershed during the Moratorium.

4. Upon approval by the Court of a PI, the PI shall control the terms and conditions under which any Nutrients may be Land Applied in the Watershed, whether located in Arkansas or Oklahoma. As each Contract Grower or Company Farm receives an NMP and PI from the WMT, the Moratorium period for that Contract Grower or Company Farm shall cease, and all future Litter or other Nutrient application by that Contract Grower or Company Farm shall be governed by the terms and conditions of the NMP; provided, however, the restrictions contained in subparagraphs (b) and (f) above shall remain in force and effect after the Moratorium ceases and shall be part of every NMP.

5. In addition to the other terms and conditions of the Agreement pertaining to Defendant Decatur, during the continuing jurisdiction of this Court as provided below, Decatur is ordered to provide Plaintiffs access to its WWTP and surrounding property, including access to any portion of Columbia Hollow Creek, with reasonable prior notice, for the purpose of obtaining samples or otherwise observing, testing or monitoring, at Plaintiffs' expense, any soils,

water, effluent, influent or other parts or processes at the WWTP. During the term of the Court's retained jurisdiction, Decatur shall also provide Plaintiffs with copies of all Discharge Monitoring Reports as they are prepared and filed with the ADEQ, and upon request shall provide copies of any other detail or supporting documents, or other WWTP operational records, at Plaintiffs' expense.

6. The Court has considered and hereby denies Plaintiffs' request under Oklahoma law for pre-judgment interest on the agreed settlement amount from April 3, 2003 to the date of this Order.

7. At the Parties' request, the Court shall retain jurisdiction for the purpose of enforcing the terms of their settlement agreement pursuant to the authority of *Kokkonen v. Guardian Life Ins. Co. of America,* 511 U.S. 375, 381-82 (1994). The Court contemplates that its continuing jurisdiction will terminate four years after its entry of the Order approving the PI for the Watershed, and a dismissal with prejudice of Plaintiffs' claims will be entered at that time unless the Court determines that additional supervision is necessary to enforce the settlement agreement.

8. In light of the settlement reached by the Parties, the Defendants have filed a written application to vacate this Court's Order granting partial summary judgment entered on March 14, 2003 (Docket No. 444). The Plaintiffs have filed no opposition to such application, and therefore, the Court finds that the Defendants' application should be granted. The Court's Order of March 14, 2003 is hereby vacated.

9. Except as otherwise provided herein, this case is administratively closed.

10. In accordance with the Agreement of the Parties, each Party shall bear its own costs and attorneys' fees.

IT IS SO ORDERED this 16th day of July, 2003.

Claire V Eagan

CLAIRE V. EAGAN
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:

FOR THE PLAINTIFFS:

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SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is deemed executed as of this ____ day of July, 2003, by and between the Parties in Case No. 01 CV 0900EA(C) pending in the United States District Court for the Northern District of Oklahoma ("the Case"), namely: the "Plaintiffs," The City of Tulsa, a municipal corporation ("City"); and The Tulsa Metropolitan Utility Authority, a public trust ("TMUA"); and the "Defendants," Tyson Foods, Inc., a corporation ("Tyson"); Cobb-Vantress, Inc., a corporation ("Cobb-Vantress"); Peterson Farms, Inc., a corporation ("Peterson"); Simmons Foods, Inc., a corporation ("Simmons"); Cargill, Inc., a corporation ("Cargill"); George's, Inc., a corporation ("George's") (these Defendants being collectively referred to herein as "Poultry Defendants"); and The City of Decatur, Arkansas, a municipal corporation ("Decatur").

A. DEFINITIONS

The following terms used in this agreement have the following meanings, whether or not these words are capitalized in this Agreement:

1. "Agreement" means this Settlement Agreement by and among the Parties.

2. "Application Site" means any tract of land in the Watershed larger than two and one half acres outside any city limits where Poultry Litter or other Nutrients from any Contract Grower or Company Farm is land applied or expected to be land applied.

3. "BMPs" means Best Management Practices and refers to all measures, methods, processes or techniques which are designed to be implemented for the purpose of controlling, reducing or preventing adverse impacts to the environment resulting from land application of nutrients.

4. "Case" means Case No. 01 CV 0900EA(C) pending in the United States District Court for the Northern District of Oklahoma, styled The City of Tulsa, et al., Plaintiffs v. Tyson Foods, Inc., et al., Defendants.

5. "Certified Litter Applicator" means a person who is certified under the laws of the State of Oklahoma or Arkansas to land apply Poultry Litter.

6. "Company" means, generically, any one of the Poultry Defendant companies.

7. "Company Farm" means any property now or hereafter owned or operated by any Poultry Defendant, or any person, related entity, affiliate or successor in interest of a Poultry Defendant, to raise and care for poultry owned by, or for the benefit of, that Poultry Defendant.

8. "Complaint" means the Complaint, as amended, filed in the Case by Plaintiffs.

9. "Contract Grower" or "Grower" means any person or other entity engaged in farming or other agricultural operations, who contracts with any one of the Poultry Defendants, to raise and care for poultry provided in the Watershed to the grower by the Poultry Defendant company.

10. "Court" means the United States District Court for the Northern District of Oklahoma.

11. "Land Application" means the application of Nutrients or Poultry Litter (as specified in connection with the use of this term) to the land in the Watershed, through any means whatsoever, for any purpose, but does not include the incidental placing of Poultry Litter on land during the process of hauling or moving to storage or composting for a temporary period of time, not to exceed three days.

12. "Landowner" means Contract Growers and Company Farms, as those terms are defined herein, and any other person or entity who owns, leases, or uses an Application Site, as defined herein.

13. "Litter" or "Poultry Litter" means all byproducts associated with the confinement of poultry, including excrement, feed waste, and bedding materials.

14. "NMP" means Nutrient Management Plan further described in Section G of this Agreement, and includes other similarly named plans, regardless of how denominated, such as a waste management plan ("WMP").

15. "Nutrients" means Poultry Litter, and any other animal waste, manure, or commercial fertilizer containing phosphorus.

16. "Parties" means, collectively, all of the named Parties in the Case, who are likewise Parties to this Agreement, or when use in the singular form, "Party", means any specific party to the Case.

17. "PI" means the risk based Phosphorus Index developed to govern the terms and conditions under which Nutrients may be land applied in the Watershed, as further described in Section D of this Agreement, and includes the numerical index system represented thereby, the target objective or index necessary to limit the land application of Nutrients, as described therein, and any other associated requirements, limits or guidelines pertaining to the land application of Nutrients as prescribed by the PI developers.

18. "Poultry" means chickens and turkeys.

19. "Poultry Defendants" means all of the Defendants named in the Case, except the City of Decatur, Arkansas, and includes all entities owning or operating "Company Farms" as defined herein.

20. "Watershed" means the Spavinaw/Eucha Watershed described in Plaintiffs' Complaint, encompassing approximately 415 square miles on either side of the

Oklahoma-Arkansas border, and lying within Mayes and Delaware Counties in Oklahoma, and Benton County in Arkansas.

21. "Water Supply" means the entire raw water collection and treatment system operated or relied on by the Plaintiffs to furnish drinking water from the Watershed to residents and customers, including but not limited to, all creeks, streams and tributaries in the Spavinaw/Eucha Watershed, Lake Eucha, Lake Spavinaw, Lake Yahola, and the Mohawk Water Treatment Plant.

22. "WMT" means the Watershed Monitoring Team hired and trained to monitor and enforce the Moratorium, prepare new NMPs implementing the PI for Growers, Company Farms and Land Application Sites, and monitor and enforce compliance with the revised NMPs, as further defined in Section E of this Agreement.

23. "WWTP" means Wastewater Treatment Plant, and refers specifically to the publicly owned wastewater treatment plant operated by the City of Decatur, Arkansas.

B. RECITALS

1. On December 10, 2001, the Plaintiffs commenced the Case against the Defendants seeking injunctive relief and monetary damages for Defendants' alleged acts and omissions, and/or the acts and omissions of the Poultry Defendants' Contract Growers, which Plaintiffs claimed have caused damage to Plaintiffs' Water Supply in the Watershed.

2. The Defendants have denied liability for all such claims and have actively defended against these allegations during the Case.

3. Considering the uncertainties, costs, time and legal issues associated with the Case, the Parties desire to resolve their respective claims and defenses against each other, and therefore, have entered into this Agreement to compromise their claims.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows.

C. STATEMENT OF INTENT

1. It is the intent of this Agreement to (1) fully and finally resolve the controversy between the Parties which is the subject of the Case and to avoid the uncertainty and risk associated with litigation; and (2) to ensure that nutrient management protocols are used in the Watershed to reduce the risk of harm to Plaintiffs' Water Supply due to the Land Application of Nutrients and The City of Decatur's WWTP discharge, while at the same time recognizing the right of the Poultry Defendants and their Growers to continue to conduct poultry operations in the Watershed within such protocols and the importance of clean lakes, safe drinking water and a viable poultry industry to the economies of Northeast Oklahoma and Northwest Arkansas.

2. In furtherance hereof, this Agreement shall be binding not only upon each of the named Defendants, but also on any entity now existing or hereafter acquired or created by or under the control or ownership of any of the respective Defendants, including any related entity, affiliate or successor-in-interest of a Defendant, for the purpose of conducting operations in or affecting the Watershed.

D. WATERSHED PHOSPHORUS INDEX

1. A new phosphorus risk-based index ("PI") shall be developed to govern the terms and conditions under which any Nutrients may be land applied in the Watershed. Although the PI, as developed or with modification, may have broader application or be of interest to other watersheds or parties not involved in the Watershed, the PI shall be developed particularly for the existing physical, geological and hydrological conditions and characteristics of the Watershed and the stated goals and intent of this Agreement.

2. The PI shall be developed to achieve the least amount of total phosphorus loading reasonably attainable from each Application Site to the Water Supply from all sources of phosphorus on each such Application Site while still meeting the agronomic requirements for the growth of grasses, crops and other desirable plant life.

3. The PI shall be developed by a "PI Team" consisting of an equal number of representatives from Oklahoma State University ("OSU") and the University of Arkansas ("UA"). The PI Team may consult with other institutions, governmental agencies or outside consultants as they deem appropriate, but only the members of the PI Team shall be responsible for the final PI presented to the Court. The final PI shall require unanimous agreement of all PI Team members before submission to the Court. The PI Team members shall notify the Plaintiffs and Poultry Defendants of the final PI. Subsequent thereto any party to this Agreement may file application with the Court for entry of the order establishing the final PI. Absent an objection by a party to this Agreement within fifteen (15) days of the submission of the final PI to the Court, the Court may in its discretion enter an order establishing the final PI substantially in the form of the proposed order attached hereto as Exhibit A.

4. The Plaintiffs shall pay $40,000 and the Poultry Defendants shall pay $40,000, for a total of $80,000, toward the cost of research and development of the PI. These funds shall be paid during the course of the project commensurate with the progress of the work.

5. The PI shall be developed and submitted to the Court, Plaintiffs and the Poultry Defendants not later than January 1, 2004, provided that a reasonable extension of this deadline may be agreed to by the Plaintiffs and Poultry Defendants jointly, not to exceed sixty days, if Plaintiffs and Poultry Defendants are reasonably satisfied by assurances from the PI Team that a PI will be agreed to by all PI Team members by the end of the extended deadline.

6. If the PI Team is unable to agree on a PI by the deadline or extended deadline, they shall jointly notify the Plaintiffs and Poultry Defendants in writing, which notice shall include a statement of issues or reasons for the impasse. In that event, either Plaintiff or any one of the Poultry Defendants may file an application with the Court any time thereafter requesting a conference with the Court to determine the process, including an evidentiary hearing

if necessary, by which either Plaintiffs or Poultry Defendants may present a proposal for the Court to determine an appropriate PI for use in the Watershed.

7. Upon approval by the Court of a PI, the PI shall be incorporated into the NMPs for all Application Sites in the Watershed, whether located in Arkansas or Oklahoma. The order shall provide that the PI shall remain in effect unless and until the Plaintiffs and the Poultry Defendants agree to modify the PI, or the Court orders otherwise.

E. WATERSHED MONITORING AND ENFORCEMENT

1. The Moratorium (described below in Section F), revised NMPs, and the PI shall be implemented, monitored and enforced by a Watershed Monitoring Team consisting of four persons ("WMT"), as more specifically described below. The WMT shall be recruited, trained and prepared to begin its duties upon the Court's approval of the final PI. WMT members shall have the experience, training and qualifications prescribed by state or federal law or regulations for persons designated to prepare and oversee implementation of NMPs or comparable plans designed to manage agricultural operations and preserve water quality.

2. The Poultry Defendants shall pay all costs associated with the recruitment, hiring and training of the WMT, the necessary compensation and state mandated benefits required to employ qualified persons, and the essential and reasonable expenses required by the WMT to carry out its monitoring and enforcement duties as hereafter provided. The funding obligation of the Poultry Defendants shall commence on the date of the Court's approval of the PI, and continue for a period of four years after the date of the Court's order approving the PI, unless earlier assumed by the state agencies as provided below.

3. The WMT shall be jointly recruited, trained, overseen and monitored by a Special Master to be appointed by the Court pursuant to an order substantially in the form of Exhibit "B" hereto and the state agency referred to below in paragraph E.8, if any, which has agreed to employ the particular WMT member. Within thirty days after entry of a Court order approving this Agreement, substantially in the form of Exhibit "C" hereto, Plaintiffs and Poultry Defendants shall confer and attempt to agree on a qualified candidate for Special Master, or in the absence of such agreement, Plaintiffs shall submit two nominees and Poultry Defendants shall submit two nominees to the Court within the thirty day period. The Court shall be free to appoint any other person or firm not nominated by the Parties if the Court deems appropriate or necessary. The Special Master shall have sufficient formal and practical education, training and experience in one or more of the areas of geology, hydrology, agronomics, soil science, water chemistry and/or other relevant disciplines to enable him to serve in this capacity with the necessary understanding of the issues and objectives to be addressed by the WMT. Persons or firms who have prior knowledge or experience in the Watershed shall be preferred but not required, provided that no candidate shall be an employee or representative of any of the Parties, or have otherwise served as a consultant for any Party in connection with the Case unless agreed to by all Parties.

4. The Special Master shall at all times be deemed an independent contractor. For the period of four years after his appointment, the Poultry Defendants shall pay the essential and reasonable expenses of the Special Master incurred in the performance of his duties as defined herein, who shall serve at the pleasure of the Court. His term of appointment shall

commence upon appointment by the Court and end four years thereafter, unless the Court orders otherwise. Any vacancy occurring during his term for any reason shall be filled in the manner described above in immediately preceding paragraph 3.

5. In coordination with the applicable state agency, if any, as referenced in paragraph E.8 of this Agreement, the Special Master shall begin recruiting the WMT upon his appointment by the Court. Unless otherwise directed by the Court or agreed by the Plaintiffs and Poultry Defendants, the Special Master shall report in writing to the Court, Plaintiffs and Poultry Defendants no less often than quarterly during the first two years of his tenure, and semi-annually for the remaining two years. The reports to the Plaintiffs and Poultry Defendants shall include but not be limited to apprising them of the status of preparation of all NMPs, all monitoring and enforcement activities, including the monitoring and enforcement of the Moratorium as described in Section F by the WMT, and the costs incurred by the Special Master and WMT during the reporting period. The reports to the Court, which shall also be furnished to the Plaintiffs and Poultry Defendants, shall be a summary of these matters, and shall primarily focus on issues relating to the implementation and enforcement of this Agreement. In addition to his joint duties to recruit, train and oversee the WMT and report to the Court and Parties, the Special Master shall assist the WMT in carrying out their regular duties of preparing NMPs, monitoring and enforcement, if and when workload or other factors or conditions require additional manpower, and for such purposes shall have the same right of access to the properties owned or operated by the Growers, Company Farms and Application Sites as is afforded the WMT. If any vacancies occur in the WMT for any reason, they shall be filled in a manner similar to the original recruitment and training of the WMT members.

6. The WMT's duties shall include:

(a) Immediately upon employment and completion of training, the WMT shall begin to evaluate, through personal observation, testing, monitoring and/or gathering necessary data, each tract of land owned or operated by a Landowner for the purpose of (i) assigning an appropriate PI (when developed) to each tract, and (ii) monitoring compliance with the Moratorium and all Court Orders entered in the Case;

(b) As soon as practicable after entry of the Order approving the PI, the WMT shall prepare NMPs, which shall include an assigned PI number for each Company Farm, Contract Grower and Application Site;

(c) The WMT shall monitor each Landowner or Certified Litter Applicator in the Watershed for compliance with the terms and conditions of the Moratorium, his NMP, and all Court Orders entered in the Case, including making periodic inspections of the Landowner's property to procure samples of Poultry Litter, soil, water, or conduct such other tests and make such other observations as are necessary for the WMT to determine if the Landowner is complying with the restrictions of the PI, the NMP and applicable Court Orders;

(d) The WMT shall inspect such relevant records or data as the Poultry Defendant or Landowner may be required to maintain (either pursuant to

state law, regulation or otherwise), in order to demonstrate compliance with the Moratorium, his NMP and the PI, and applicable Court Orders.

(e) The WMT shall provide consultation, advice and assistance to all Landowners, as requested or necessary, to encourage and maintain compliance with the Moratorium, NMP and the PI, and applicable Court Orders; and

(f) The WMT shall report to the Court, Plaintiffs and the Poultry Defendants, and to their state regulatory agency or commission having jurisdiction under any applicable state law, all material and/or repeated violations or instances of non-compliance with the Moratorium, NMP, PI or applicable law, rules or regulations.

7. Upon each one-year anniversary date of the establishment of the WMT until modified by Court order, the WMT shall collect and disseminate to the Plaintiffs, the Poultry Defendants and the Special Master the following information regarding the Contract Growers and Company Farms:

(a) the name of the Contract Grower or Company Farm manager;

(b) the location of the Contract Grower or Company Farm;

(c) the size or production of such farming operation in terms of number of poultry houses, type of poultry, number of birds in standing inventory per flock, number of estimated flocks per year, and estimated Poultry Litter or other nutrient or manure production per year;

(d) the quantity of Poultry Litter, manure or other nutrients that is land-applied on the Contract Grower or Company Farm property, and the quantity which is transferred or sold each year;

(e) the name and location of any transferee of such Poultry Litter;

(f) the normal or anticipated date that the Poultry Litter or other manure is cleaned out, land-applied and/or transferred; and

(g) date of issuance of last NMP, including the assigned PI, and name of WMT member who prepared the NMP.

If for any reason the WMT ceases to exist, and if at that time the Court continues to retain jurisdiction over this Agreement pursuant to the Order Approving the Settlement Agreement, any of the Parties may apply to the Court for an order directing to what extent and in what manner this information shall continue to be compiled and disseminated.

8. The Plaintiffs and Poultry Defendants agree to confer with the Oklahoma Department of Agriculture ("ODA") and the Arkansas Soil and Water Conservation Commission ("ASWCC"), or such other respective state agencies or commissions as may be appropriate or necessary, to obtain their agreement to assume full and permanent responsibility to administer

the employment and compensation of the WMT members, provide facilities and support for their responsibilities, and maintain records and information collected by the WMT in the performance of its duties. Subject to agreement of these respective agencies to employ WMT members in a manner consistent with and supportive of their responsibilities as set forth herein, two members of the WMT shall be deemed employees of the ODA, and two members shall be deemed employees of the ASWCC.

9. If the state agencies accept such responsibility, the Poultry Defendants shall pay the costs of each WMT member's compensation, state mandated benefits and the other essential and necessary expenses to the respective state agency for the time period specified above in paragraph 2 of this Section, unless the respective agencies appropriate funds to provide such compensation, benefits and expenses prior thereto.

10. Notwithstanding the employment of WMT members by the respective state agencies, the team members shall remain subject to the oversight and monitoring of the Special Master during the term of his Court appointment. Notwithstanding the employment or assignment of two WMT members to an Oklahoma agency, and two WMT members to an Arkansas agency, the Special Master shall have the authority and discretion, with the concurrence of the relevant state agencies, to require that one or more members assigned to one state agency temporarily assist the team members employed by the other state agency, as needed to carry out the overall duties and objectives of the WMT, given the varying workload and number of Application Sites in each respective state in the Watershed.

11. If Plaintiffs and Poultry Defendants are unable to obtain agreement from the respective state agencies to assume employment responsibilities for the WMT, the WMT members shall continue to perform their duties as independent contractors under the direction of the Special Master and at the expense of the Poultry Defendants for the four-year period of time specified in paragraph E.2.

F. MORATORIUM

1. The following restrictions shall become effective automatically upon the entry of the Order of the Court approving this Agreement (Exhibit "C") and shall remain in place thereafter until the particular Company Farm or Contract Grower at issue receives from the WMT an NMP containing a PI number for each field, pasture or tract on the farm. The following restrictions are collectively referred to hereinafter as the "Moratorium."

2. Prior to the execution of this Agreement the Poultry Defendants represent that they have notified the Contract Growers in the Watershed of this Moratorium, and will provide the Contract Growers with a copy of the relevant portions of the Order approving this Agreement. To help expedite the development of NMPs, the Poultry Defendants shall encourage their Contract Growers to contact the WMT as soon as practicable after the WMT has been hired and trained so the evaluation of Contract Growers' properties may begin prior to the adoption of the PI by the Court.

3. From and after the date the Court enters its Order approving this Agreement, the Poultry Defendants shall not:

(a) engage in or knowingly permit the Land Application of Poultry Litter on a Company Farm (or other property owned by the Poultry Defendants) or on a Contract Grower's property in the Watershed until the property has been issued an NMP containing a PI number for each tract, field or pasture;

(b) engage in or knowingly permit the sale or transfer of any Poultry Litter produced by a Company Farm or Contract Grower in the Watershed to any other Landowner in the Watershed for Land Application until each tract, field, or pasture, and each tract of the Application Site on which the sold or transferred Litter is to be land applied has been issued an NMP containing a PI by the WMT;

(c) engage in or knowingly permit the sale or transfer of any Litter produced by a Company Farm located outside of the Watershed to any Landowner within the Watershed for Land Application until the Landowner has been issued an NMP by the WMT, containing a PI number for each tract;

(d) continue to place birds with any Contract Grower who has been determined by the Company or the WMT to have engaged in or permitted the Land Application of Poultry Litter on his property prior to the issuance to such Grower, by the WMT, of an NMP for his property containing a PI number for each tract, and if ordered by the Court, the Poultry Defendant shall terminate or refuse to renew its contract with the Contract Grower;

(e) continue to place birds with any Contract Grower who has been determined by the Company or the WMT to have sold or transferred Poultry Litter to any Landowner within the Watershed prior to the issuance to such Landowner, by the WMT, of an NMP containing a PI number for each tract, and, if ordered by the Court, the Poultry Defendant shall terminate or refuse to renew its contract with the Contract Grower; or

(f) engage in or knowingly permit any Litter to be stored on a Company Farm or Grower's farm in the Watershed in such a manner as to allow the transport or dispersal of such Litter due to storm water runoff, infiltration, wind or other natural or man made events.

4. As each Contract Grower or Company Farm receives an NMP and PI from the WMT, the Moratorium period for that Contract Grower or Company Farm shall cease, and all future Litter or other Nutrient application by that Contract Grower or Company Farm shall be governed by the terms and conditions of the NMP; provided, however, the restrictions contained in subparagraph (b) and (f) above shall remain in force and effect after the Moratorium ceases and shall be part of every NMP.

G. NUTRIENT MANAGEMENT PLANS AND GROWER CONTRACTS

1. Upon approval by the Court of the PI, the Poultry Defendants shall furnish their Contract Growers and Company Farm managers a copy of the relevant portions of the Order entered in the case (Exhibit "A" attached hereto), and notify them in writing that they are required by the terms of the Order to apply to the WMT (if they have not already done so following approval of this Agreement) within sixty days after such Order to obtain a new NMP incorporating the PI. The Poultry Defendants may encourage their Contract Growers to make application for a new or revised NMP as soon as the WMT is formed and operational. Upon receipt of such application, the assigned WMT member shall personally visit the applicant's property to properly evaluate the property and farming operations for the purpose of preparing the NMP and assigning an appropriate PI number. A new written NMP shall be prepared by the WMT member as soon as practicable after approval of the PI. The WMT (or applicable state agency if the agency has assumed responsibilities as provided above in Section E) shall retain the original of the NMP; deliver a copy to the applicant; send a copy to the Poultry Defendant with whom the Grower has contracted, and send a copy to the Plaintiffs.

2. All NMPs prepared by the WMT shall be in substantially the same format and contain such information, recommendations and requirements as have generally been contained in NMPs or other WMPs or similar documents previously prepared by County Conservation District, Natural Resource Conservation Service (NRCS) offices and/or Cooperative Extension offices. The NMP shall contain a PI number for each pasture, crop land, or other tract of property owned or farmed by the Grower or Landowner that is part of an Application Site and shall also explicitly contain all restrictions imposed by any applicable state law, rule or regulation. This Agreement, the Court Orders entered in the Case, the NMPs, the PI, and all applicable state laws, rules and regulations shall be construed to together to give effect to each whenever possible; provided that the NMP, PI, this Agreement and the Court Orders shall control over any conflicting law, rule or regulation to the extent that the former provide more stringent or restrictive protocols which are more protective of the Watershed and the risk of excess nutrient loading to the Water Supply.

3. The NMP shall remain in force and effect until expressly superseded or modified by the WMT or any order issued by the Court. The NMP may not be modified or rescinded by any contract provision or other directive promulgated by the Poultry Defendants. The WMT shall reassess the NMP: (i) upon learning of any significant change of condition at the Application Site or the operations thereon; (ii) upon application or request for such modification by the Grower or Landowner, contracting Poultry Defendant, or Plaintiffs; (iii) upon modification of the Watershed PI; or (iv) as a matter of routine reevaluation which shall occur no less often than every three years from the date of last issuance of the NMP.

4. Upon expiration of the Moratorium, a Poultry Defendant, Contract Grower or Company Farm may sell or transfer Litter to (i) any other person who provides written assurance that the Litter will not be Land Applied within the Watershed, or (ii) another Landowner for Land Application in the Watershed if and only if such transferee Landowner in the Watershed has received an NMP containing a proper PI prepared by the WMT, and the NMP permits the Land Application of Litter on the transferee's property, or (iii) a Certified Litter Applicator, provided that the Contract Grower obtains either: (a) a copy of the current NMP for the Application Site if the Application Site for the transferred litter is known at the

time of the transfer; or (b) written assurance from the Certified Litter Applicator that the transferred Litter will only be utilized in the Watershed in accordance with the Court's Order approving the PI in the event that the Application Site for the transferred Litter is not known at the time of the transfer. The Poultry Defendants shall require that their Contract Growers or Company Farm managers be responsible to ensure that the ultimate transferee has obtained a proper NMP and PI before any Litter is transferred or delivered to the transferee or any applicator or transporter for Land Application, and to know the location where all Litter transferred to an intermediary is ultimately land applied. In the event of a transfer to persons identified in subsections (i) and (iii) above, the transferor may reasonably rely upon the NMP obtained by the transferor from the Certified Litter Applicator or the written assurance as specified above. The Poultry Defendants and the Grower or Company Farm as the case may be, shall retain in their respective files a copy of the transferee's NMP or the written assurance provided by the Certified Litter Applicator. Copies of the transferee's NMP shall be distributed by the WMT as provided in paragraph 1 of this Section.

5. Each Poultry Defendant shall, at the time of entering into a new or subsequent contract with a Contract Grower in this Watershed but in no event later than January 1, 2004, modify its individual contract documents with its Contract Grower or Company Farms, if necessary, to contain provisions contractually obligating the Contract Growers or Company Farms to comply with the relevant terms of this Agreement, the Court's orders entered in connection with the settlement of the Case and all applicable laws, regulations and orders, including but not limited to environmental laws, regulations and orders.

6. In the event a Poultry Defendant discovers or the WMT reports to the Company repeated and/or material violations of the Moratorium, the NMP, the improper transfer or sale of Poultry Litter by a Contract Grower, or the Grower's failure to comply with the applicable terms of his Contract as they relate to this Agreement or any Court Orders entered in the Case, then the Poultry Defendants shall withhold further placement of birds until such a time as the violations have been remedied. In the event the WMT reports that a Contract Grower continues to materially violate any of the agreements or requirements described in this paragraph, after the Poultry Defendant has previously withheld placement of birds, then the Poultry Defendants or Plaintiffs may file an application with the Court to enter an Order directing the Poultry Defendant to terminate that Grower's contract. The Contract Grower shall be afforded notice and opportunity to be heard in the event such an application is made to this Court. The termination of a Contract Grower's contract pursuant to this paragraph shall in no way preclude a Poultry Defendant from subsequently applying to the Court for the entry of an Order allowing any Poultry Defendant to thereafter contract with that particular Contract Grower if that Contract Grower has provided satisfactory assurances that the Contract Grower will comply with the agreements or requirements described in this paragraph.

H. DECATUR WWTP

1. Decatur shall take all actions necessary to finance, design and complete construction of all improvements or modifications of its WWTP, no later than January 1, 2006, to achieve a final effluent limitation on total phosphorus concentration that shall not exceed 1 mg/L total phosphorus, measured on a 30-day average basis.

2. During the interim, prior to completion of such WWTP improvements, Decatur shall meet the following effluent limitations: for the first six months following Court approval of this Agreement, Decatur's effluent phosphorus concentration shall not exceed 3 mg/L of total phosphorus, measured on a 30-day average basis. Thereafter, until final construction is completed on or before January 1, 2006, Decatur's effluent phosphorus concentration shall not exceed 2 mg/L of total phosphorus, measured on a 30-day average basis.

3. The Parties acknowledge that Decatur's WWTP discharge is subject to a National Pollution Discharge Elimination System (NPDES) permit issued by the Arkansas Department of Environmental Quality (ADEQ). The limitations contained in this Agreement shall be the maximum allowed discharge limits for Decatur; provided, however, in the event ADEQ issues more stringent limitations or other conditions on Decatur's effluent, the more stringent limitations contained in the NPDES permit shall control.

I. NON PROFIT ENTITY FOR BMP DEVELOPMENT

1. Within 120 days after entry of the Court Order approving this Agreement, the Poultry Defendants shall create a non-profit entity under the laws of the State of Arkansas for the purpose of providing research, assistance and funding to promote and implement Best Management Practices ("BMPs") for all Landowners (excluding Company Farms but including Landowners not necessarily limited to Contract Growers) in the Watershed who may apply for such assistance. It is the purpose of this entity to further the implementation of BMPs on any property the entity determines will likely contribute in a substantial manner to the protection of water bodies in the Watershed from excess nutrient loading.

2. The Poultry Defendants shall provide funding in the amount of $250,000, exclusive of attorneys' fees necessary to create and document the formation of the non-profit entity. Either, or both of the Plaintiffs, in their discretion, may contribute a sum of $50,000 each to the non-profit entity, and in such event shall be afforded proportionate representation in the management and operation of the non-profit entity with each of the other individual Poultry Defendants.

3. The Poultry Defendants shall notify the Plaintiffs upon completion of the formation of the non-profit entity, and advise the Plaintiffs of the means by which Plaintiffs may financially contribute and participate, if they so choose. Copies of the formation documents to create the non-profit entity, and proof of its registration and formation, shall be provided to the Plaintiffs within the 120-day formation period. All records and documents of the non-profit entity's operations, deliberations, activities and expenditures shall be made available to the Plaintiffs upon request.

4. The funding provided by Poultry Defendants to establish the non-profit entity shall be used for the following purposes:

(a) to prepare applications for various grants or other public or private funds to increase resources available to the non-profit entity to carry out its remaining purposes and objectives;

(b) to publicize and promote the creation of the non-profit entity and the availability of its funds and resources to landowners in the Watershed;

(c) to conduct research and analysis through the use of independent technical experts and contractors not associated or employed with any of the Defendants, for the purpose of conducting further investigation or studies to improve Watershed management and restoration, and/or to study the cause and effect of conservation measures and agricultural activities upon water quality within the Watershed;

(d) to provide for or facilitate education, consultation, and direct financial assistance to any person or entity residing or operating in the Watershed who applies for such assistance, in accordance with procedures and guidelines to be established by the non-profit entity, for the express purpose of implementing appropriate and necessary BMPs and other measures with the intent of preserving and protecting the Watershed from excess nutrient loading. These measures shall include, but not be limited to: (i) constructing permanent storage sheds erected on concrete slabs, to store poultry litter and other nutrients in the Watershed to prevent runoff when litter or nutrients are not immediately land-applied; (ii) creating riparian buffer zones on either side of creeks, streams and tributaries in the Watershed for the purpose of preventing and/or reducing erosion and nutrient runoff into such water bodies; (iii) purchasing riparian property, as deemed necessary, to create conservation easements to ensure protection and preservation against erosion or development of such property; (iv) erecting fencing or installing other appropriate measures to prevent livestock and wildlife from entering the streams, creeks and tributaries in the Watershed; (v) taking other similar necessary and appropriate actions or implement BMPs or other similar measures to preserve and protect water quality in the Watershed; and (vi) upgrading or improving human waste handling facilities including, but not limited to, septic systems in the Watershed;

(e) to pay the salary of the Executive Director and the expenses associated with the day-to-day operations of the non-profit entity. In addition to administering the affairs of the entity, it shall be the role of the Executive Director to identify, pursue and make applications for additional funding to further the purposes of the entity through private and public sources.

5. The non-profit entity shall be governed by representatives, officers or employees of the Poultry Defendants, and the Plaintiffs if the Plaintiffs choose to participate, who shall contribute their time as needed to govern the non-profit entity; provided these representatives shall not receive any compensation or other payments from the non-profit entity for contributing their time and efforts to the governance of the non-profit entity. No funds contributed to the non-profit entity at any time from any source shall be used to reimburse any of the Poultry Defendants or Plaintiffs for any litigation costs or other expenses or studies incurred in connection with the Case, or to conduct any studies or investigations

which have the primary intent of benefiting the business and/or agricultural operations conducted by the Poultry Defendants in the ordinary course of their business.

6. The non-profit entity shall have no responsibility or power to oversee, enforce, monitor or waive any BMP which may be prescribed for a Contract Grower or Company Farm by the WMT as part of their NMP.

J. MONETARY COMPENSATION AND RELEASE

1. The Poultry Defendants shall pay to Plaintiffs as a compromise settlement of all claims, costs or expenditures claimed by Plaintiffs prior to the date of Court approval of this Agreement, as more specifically described in the release contained in subparagraph 8 of this Section, the sum of $7,500,000, payable as follows.

2. Within three business days after Court approval of this Agreement, Poultry Defendants shall wire transfer to McKinney & Stringer, P.C., ("Payee") to be held in trust for Plaintiffs, the sum of $5,650,000. Plaintiffs' counsel shall provide Poultry Defendants by separate correspondence the information necessary to effectuate this wire transfer in a timely manner. Liability for payment of this amount shall be joint and several as to all Poultry Defendants.

3. The balance of $1,850,000 shall be paid by Peterson in the form of a Promissory Note ("Note") attached hereto as Exhibit "D", payable to McKinney & Stringer, P.C., on or before March 24, 2004, with interest at the rate of 4% per annum. The sum of $1,000,000, credited first to accrued interest and secondly to principal, shall be due and payable on September 24, 2003. The entire balance of accrued interest and principal shall be paid on the date of maturity. Funds shall be paid by wire transfer in the manner described above in immediately preceding paragraph 2. The Note shall be dated, executed and delivered to the Payee on the date the Court enters its Order approving this Agreement.

4. The Note shall be secured by one or more real estate mortgages ("Mortgage") granting Payee a first mortgage on real property which shall be satisfactory in all respects according to the sole discretion of the Payee, which shall not be unreasonably withheld. The Mortgage shall be substantially in the form of Exhibit "E" attached hereto, and shall be delivered to Payee simultaneously with the Note.

5. The mortgaged property ("Property") shall be of adequate value, in the Payee's reasonable discretion, to secure not less than 125% of the total principal stated in the Note. The mortgaged property shall be free and clear of any other mortgages, liens or encumbrances. Not less than five days prior to the presentation of this Agreement to the Court for approval, Peterson shall provide to Payee copies of deeds containing proper legal descriptions, and current MAI appraisals for the available Property proposed as collateral for the Mortgage. If current appraisals not more than six months old are not available, the Payee may procure such appraisal by a certified MAI appraiser, at Peterson's expense.

6. Not less than five days prior to the presentation of this Agreement to the Court for approval, Peterson shall provide to Payee, at Peterson's sole expense, a commitment

or binder for title insurance covering the Property, issued by a title insurance company acceptable to both parties, committing to insure Payee's interest in the Property, free and clear of any other liens or encumbrances, subject only to standard exceptions, filing of the Mortgage, and payment of premiums, filing fees and taxes, if any. As soon as practicable after delivery of the Note and Mortgage to the Payee, Peterson or the title insurance shall deliver to Payee a copy of the title insurance policy.

7. Peterson shall pay directly or reimburse Plaintiffs for any filing fees, documentary stamps or other taxes, costs of the title insurance policy referred to above in Paragraph 6, or any costs or expenses incurred to obtain, file and perfect the Mortgage as provided herein, and any other reasonable, necessary and incidental costs incurred by Plaintiffs by reason of Peterson's insistence on these terms of credit.

8. Contingent upon the receipt of the funds provided above in paragraph 2 of this Section, and execution and delivery of the Note and Mortgage provided above in paragraph 3 of this Section, the following release of liability shall be deemed effective as of the date of the Court Order approving this Agreement:

(a) The Plaintiffs release and covenant not to sue any one or all of the Defendants, including their successors, assigns or related entities, and any of their respective officers, directors, employees and agents ("Released Parties"), jointly or severally, for any claims, costs or damages, including attorneys' fees, of whatsoever nature, with respect to (the remainder of this sentence constitutes and shall be referred to as the "Released Claims") all claims brought by the Plaintiffs against the Defendants in the Case, including any causes of action in tort, negligence, nuisance, breach of any agreement, covenant, representation or promise, or for any other act, omission, transaction, occurrence or claim, known or unknown, foreseen or unforeseen, in law or equity, which Plaintiffs, or any person or entity claiming through or under Plaintiffs, could have brought at the time of filing of the Case, and which arose or could be alleged to arise out of any harm or injury caused or alleged to be caused by the Released Parties, jointly or severally, by the release of any contaminants or contribution of any nutrients into the Watershed or Water Supply, including any act or omission by Peterson Farms, Inc. and the City of Decatur, Arkansas as it relates to the Decatur WWTP, and any act or omission by the Poultry Defendants and/or their Contract Growers related to the operations of the Poultry Defendants and the Contract Growers in the Watershed including, but not limited to, the Land Application of Litter, prior to the date of entry of the Court Order approving Plaintiffs' and Defendants' Settlement Agreement. This release includes and is intended to settle any claims by Plaintiffs against the Released Parties for future costs, expenses or damages but only to the extent they result from any act or omission of the Released Parties and/or the Contract Growers that occurred prior to the date of entry of the Court Order approving this Agreement. This release does not include, and is not intended to settle any claims or defenses, of any nature whatsoever, and whenever arising, which Plaintiffs have

against any Contract Growers, inside or outside of the Watershed, which Plaintiffs hereby reserve in the event any such Growers assert any claims or file any actions, of whatsoever nature, against the Plaintiffs, including their successors, assigns and related entities, and any of their respective officers, board members, trustees, employees or agents.

(b) The Released Parties, jointly and severally, release and covenant not to sue the Plaintiffs, including their successors, assigns and related entities, and any of their respective officers, board members, trustees, employees or agents, jointly or severally, for any and all claims, costs or damages, including attorneys' fees, or any other form of relief of any nature whatsoever, arising out of any act, omission, or transaction or occurrence on or before the date of the Court Order approving the Settlement Agreement related in any way to the allegations, claims or defenses alleged by Defendants in the Case.

9. Settlement of this Case constitutes a compromise by all Parties for the purpose of terminating the Case. Nothing in this Agreement, or any Court Order entered with respect hereto, is intended nor shall be construed as an admission of liability with respect to any of the claims, defenses or other allegations made in the Case by any Party against any other Party.

10. The release of any claim provided herein is not intended to release or adversely affect claims any Party may have against any other Party, person or entity who is not a Party in the Case or to this Agreement. The release also does not include any claims, costs, expenses, damages or requests for injunctive or other equitable relief which the Parties may have against each other for any future act, omission, or pertaining to any release of nutrients, contaminants or hazardous substances occurring after the date of entry of the Court Order approving Plaintiffs' and Defendants' Settlement Agreement, nor shall the release limit any Party's right to take any action to further the intent of or otherwise enforce this Agreement.

11. Plaintiffs represent that the specific and enumerated claims brought by them in the Case, as stated in the Complaint, have not been assigned to any other party, and that to the best of Plaintiffs' knowledge and belief no other party, on behalf of or in privity with the Plaintiffs, has the right to recover damages or compensation for treatment costs of Plaintiffs' public water supply.

K. PROCEDURAL MATTERS

1. Upon approval of this Agreement by the Court, the Parties will submit an agreed Order to the Court, substantially in the form of Exhibit "C" attached hereto, approving this Settlement.

2. The Parties agree that the Court should retain jurisdiction of the Case for the purposes of enforcing the terms of this Agreement for a term of four years from the date of the Court's Order approving the PI.

3. In light of the compromise settlement reached by the Parties, the Defendants have stated their intent to file an application with the Court to vacate the Court's Order Granting Partial Summary Judgment entered on March 14, 2003. The Plaintiffs agree not to oppose any such application.

4. The Parties acknowledge that they have conferred for the purpose of issuing a joint press release regarding this Settlement.

5. The orders entered by the Court with respect to this Agreement, as provided herein or as otherwise may be entered by the Court in the future, shall have the force and effect of binding orders, judgments and law, and shall therefore govern the activities of the Parties to the extent specifically addressed in such orders. The terms and conditions thereof shall apply to the Watershed unless and until any such orders are modified, rescinded or vacated.

6. All notices contemplated or required to be served upon any Party as stated in this Agreement, shall be served by certified or registered mail, return receipt requested, upon the individual representatives of each of the Parties listed on Exhibit "F" attached hereto, provided that any such representatives may be substituted or changed by the Party principal for such representative upon written notice to all other Parties.

7. This Agreement, and all attachments and exhibits attached hereto, or which shall be executed in connection herewith, constitutes the entire understanding of the Parties and supersedes all prior contemporaneous agreements, discussions or representations, oral or written, with respect to the subject matter hereof. This Agreement may be amended by the Parties only by written agreement agreed to by all Parties, and accepted and agreed to by the Court. Once this Agreement is approved by the Court, the omission of any term or conditions not specifically announced to the Court on March 24, 2003 as constituting part of the principal terms of settlement shall not cause this Agreement to fail or be set aside for lack of a material term.

8. The Defendants, each for itself and not for each other, hereby warrant and declare that: (i) this Agreement, and any exhibit or document executed in connection herewith, are executed and delivered voluntarily, without any duress of any type or nature whatsoever, whether economic or otherwise, and without any undue influence or misrepresentation by the Plaintiffs, or any of their agents or attorneys; (ii) the Defendants are not insolvent as of the date of this Agreement, and the obligations, liabilities and/or transfers made or agreed to be made by or pursuant hereto by each of the Defendants is not taken with any intent to hinder, delay or defraud that Defendant's other creditors; (iii) the payments made or to be made by each of the Defendants do not render that Defendant insolvent, or leave it with unreasonably insufficient capital; (iv) the obligations and/or liabilities incurred hereunder, if not immediately due and payable, are not otherwise beyond the Party's ability to pay as they become due; (v) this Agreement, and all transfers and payments made pursuant hereto, whether present or deferred, is supported by contemporaneous, fair and legally sufficient consideration, including but not limited to the forbearance of legal remedies and the compromise of claims.

9. This Agreement, when executed by all of the Parties, shall be binding and enforceable against each of the Parties and their legal representatives, successors, heirs and

assigns, and any other persons or entities claiming by or through the undersigned Parties. The Parties each for themselves, and not for each other, warrant that the persons executing below have the requisite contractual capacity and corporate authority to execute this Agreement and bind its principal hereto, provided, however, that all signatures below shall be attested or otherwise authenticated by an appropriate corporate or municipal officer.

10. This Agreement may be executed in multiple counterparts and all such counterparts so executed shall together be deemed to constitute one final agreement, if signed by all Parties, with each such group of counterparts being deemed an original.

11. If any Party executing this Agreement is determined to be in breach hereof, or to have made any material misrepresentation with respect hereto for the purpose of inducing the other Parties to execute this Agreement, and any legal action is commenced for the purpose of seeking recovery or otherwise enforcing this Agreement, the prevailing Party in any such action shall be entitled to its reasonable attorneys' fees and expenses. No such action to enforce this Agreement or seek recovery for breach hereof, shall be brought by any Party against any other Party until notice of such breach is given by the claiming Party to all other Parties, and an opportunity to hear such breach, not to exceed fifteen (15) days, is given to the alleged breaching Party. All Parties hereby waive service of process in the event any enforcement action becomes necessary, and agree that any such action may be commenced by filing an application with the Court seeking such relief, with notice thereof to be provided to all other Parties. The Court shall have exclusive jurisdiction and venue to hear any action to enforce or interpret this Agreement.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement effective as of July ___, 2003, regardless of the date of execution.

THE CITY OF TULSA

by: _____
[name and representative capacity]

TULSA METROPOLITAN UTILITY AUTHORITY

by: _____
[name and representative capacity]

TYSON FOODS, INC.

by: _____
Archie Schaffer, Senior V.P. for External Relations

COBB-VANTRESS, INC.

by: _____
James Bell, President

PETERSON FARMS, INC.

by: _____
[name and representative capacity]

SIMMONS FOODS, INC.

by: _____
Mark Simmons, Chairman of the Board

CARGILL, INC.

by: _____
John O'Carroll, President, Turkey Products Business Unit

GEORGE'S, INC.

by: _____
Gary C. George, Chief Executive Officer

CITY OF DECATUR, ARKANSAS

by: _____
Bill Montgomery, Mayor

Signature Page to City of Tulsa v. Tyson Settlement Agreement

THE CITY OF TULSA

By: William D. LaFortune, Mayor

ATTEST:

By: _____

APPROVED:

By: Martha Rupp Carter, City Attorney

TULSA METROPOLITAN UTILITY AUTHORITY

By: Jim Cameron, Chairman

ATTEST:

By: Secretary

APPROVED:

By: R. James Unruh, Attorney for Tulsa Metropolitan Utility Authority

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Signature Page to City of Tulsa v. Tyson Settlement Agreement

COBB-VANTRESS, INC.

By: James Bell, President
James Bell, President

ATTEST:

By: Jimmy C Barnes

APPROVED:

By: Robert George

Signature page to City of Tulsa v. Tyson Settlement Agreement

TYSON FOODS, INC.

By: _____
Archie Schaffer, III
Senior Vice President for External Relations

ATTEST:

By: _____

APPROVED:

By: _____

GEORGE'S, INC.

By: Gary C. George, CEO
Gary C. George, CEO

ATTEST:

By: _____
Ancel R. McClain, Secretary

APPROVED:

By: Gary C. George, Vice-Chairman
Gary C. George, Board Vice-Chairman

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SIMMONS FOODS, INC.

By: _____
Mark C. Simmons,
Chairman of the Board

ATTEST:

By: _____
M. Todd Simmons, President and Chief
Operating Officer

Signature Page to City of Tulsa v. Tyson Settlement Agreement

CARGILL TURKEY PRODUCTS
BUSINESS UNIT OF CARGILL, INC.

By: _____
John O'Carroll,
President

ATTEST:

By: _____
Steve Willardson,
Senior Vice President of Agriculture

APPROVED:

By: _____
John H. Tucker,
Attorney for Cargill, Inc.

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PETERSON FARMS, INC.

By: Lloyd Peterson
Lloyd Peterson, President

ATTEST:

By: Richard E. Wilmoth
Richard E. Wilmoth, Secretary

Signature Page to City of Tulsa v. Tyson Settlement Agreement

THE CITY OF DECATUR, ARKANSAS

By: _____
Bill Montgomery, Mayor

ATTEST:

By: _____
City Clerk