EXHIBIT 1

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

STATE OF OKLAHOMA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**Case No. 4:05-cv-329-GKF-PJC**
	)	
TYSON FOODS, INC., et al.,	)	
	)	
Defendants.	)	

PARTIAL CONSENT DECREE

I. BACKGROUND

A. The State of Oklahoma, ex rel. W.A. Drew Edmondson, Oklahoma Attorney General, and Miles Tolbert, Oklahoma Secretary of Environment,[1] ("State") filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9607, as amended ("CERCLA"), Section 7002 of the Solid Waste Disposal Act ("RCRA"), common law, the Oklahoma Environmental Quality Code, 27A O.S. 2-6-105, the Oklahoma Agricultural Code, 2 O.S. 2-18.1 and other Oklahoma statutes.

B. The State in its Complaint seeks, among other things, (1) reimbursement of response costs incurred and declaratory judgment holding the Defendants liable for future response costs for response actions taken at or in connection with the release of hazardous substances from the management, storage and disposal of poultry waste in the Illinois River Watershed located in northeast Oklahoma and northwest Arkansas ("IRW); (2) past and future damages for injury to, destruction of natural resources in the IRW, including the costs to restore, replace or acquire the equivalent of damaged natural resources, the compensable value of lost services and assessment costs; (3) penalties and injunctive relief, including remediation of the IRW and abatement; (4) restitution, disgorgement, punitive damages, costs, expenses, and interest.

C. The State also has claims against Willow Brook involving similar allegations listed above in the Grand Lake Watershed, but those claims have not been filed in a formal lawsuit.

C. Willow Brook Foods, Inc. ("Willow Brook") is a named Defendant in this matter. On November 19, 2008, Willow Brook changed its name to "Cold Zone, Inc." Willow

[1] In 2008, J.D. Strong replaced Miles Tolbert as Oklahoma Secretary of Environment.

Brook does not admit any liability to the State arising out of the transactions or occurrences alleged in the Complaint.

D. The State and Willow Brook ("Parties") agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that the settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

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

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. Sections 1331, 42 U.S.C. Sections 9607 and 9613(b), and 42 U.S.C. Section 6972(a). This Court has supplemental jurisdiction over the state law claims in this action pursuant to 28 U.S.C. Section 1367 and also has personal jurisdiction over Willow Brook. Willow Brook consents to and shall not challenge entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the State and upon Willow Brook (now named "Cold Zone, Inc.) and their respective successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Willow Brook (Cold Zone, Inc.) or its successors and assigns under this Consent Decree.

3. Willow Brook has ceased all of its poultry operations and has no intention of resuming them. If at any time in the future Willow Brook resumes poultry operations, then Willow Brook shall provide a copy of this Consent Decree to any poultry grower with which it contracts within the boundaries of any watershed located in whole or in part in Oklahoma. Willow Brook shall be responsible for ensuring that the provisions of this Consent Decree are carried out at no cost to any contract poultry growers that Willow Brook places birds with in the future.

IV. DEFINITIONS

4. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

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

b. "Complaint" means the Complaint filed in the Northern District of Oklahoma against Willow Brook on June 13, 2005, including the first and second amended versions thereof, in the case of State of Oklahoma v. Tyson Foods, Inc. et al., Case No. 4:05-cv-329-GKF-PJC.

c. "Contract Grower(s)" means persons or entities that have contracted in the past or will contract with Willow Brook in the future for the purpose of caring for, growing, raising, breeding, or housing poultry, including chickens and/or turkeys.

d. "Contract" means a growout contract, marketing agreement, or other arrangement under which a contract grower cares for, raises, breeds, or houses poultry.

e. "GLW" means the Grand Lake Watershed, encompassing 10,298 square miles in Arkansas, Kansas, Missouri and Oklahoma, including the watersheds of the Elk River, Neosho River and Spring River, and depicted in Appendix A.

f. "IRW" means the Illinois River Watershed, encompassing approximately 1,069,530 acres, located in northeastern Oklahoma (Adair, Cherokee, Delaware, and Sequoyah Counties) and northwestern Arkansas (Crawford, Benton and Washington Counties), and depicted in Appendix B.

g. "Land Application" means the process of applying poultry waste on land, including spreading poultry waste on the land surface or incorporation into the soil mantle.

h. "Matters Addressed in this Consent Decree" means response costs, damages, injunctive relief or any other type of remedy sought in the Complaint regarding the release of nutrients and bacteria from the management, storage and disposal of poultry waste generated by Willow Brook's poultry operations or poultry operations under contract with it in any watershed located in whole or in part in Oklahoma that occurred after December 31, 1998 and prior to the effective date of this Consent Decree.

i. "Natural Resource Damages" means (1) damages recoverable by the State under Section 107 of CERCLA, 42 U.S.C. Section 9607 for injury to, destruction of, or loss of any natural resource, including the reasonable costs of assessing such injury, destruction or loss; (2) damages recoverable by the State under Oklahoma, Arkansas or federal common law for injury to, destruction of, or loss of any natural resource, including the reasonable costs of assessing such injury, destruction or loss; and (3) damages recoverable by the State under 2 O.S. 2-8.1 (Oklahoma Agricultural Code) and

27A O.S. Section 2-6-105 (Oklahoma Environmental Quality Code) for injury to, destruction of, or loss of any natural resource, including the reasonable costs of assessing such injury, destruction or loss as a result of Willow Brooks' storage, management, land application or disposal of poultry waste prior to the effective date of this Consent Decree.

j. "OAG" means the Oklahoma Attorney General.

k. "ODAFF" means the Oklahoma Department of Agriculture, Food and Forestry.

l. "OSE" means the Oklahoma Secretary of Environment.

m. "Paragraph" means a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

n. "Parties" means the State of Oklahoma and Willow Brook Foods, Inc.

o. "Poultry operation(s)" means any facility owned or operated by Willow Brook Foods, Inc. and/or its Contract Growers within the boundaries of any watershed located in whole or in part in Oklahoma on which chickens and/or turkeys are located, grown, bred, raised, or housed in any manner, including but not limited to any associated barns, buildings, poultry waste storage locations, and land application sites.

p. "Poultry waste" means poultry excrement, poultry carcasses, feed wastes, and/or any other waste associated with the confinement of poultry from a poultry operation.

q. "Response Costs" means all costs, including but not limited to direct and indirect costs, that State has paid in connection with Willow Brooks' storage, management, land application, or disposal of poultry waste through the effective date of this Consent Decree and any future costs the State will incur as a result of Willow

Brooks' storage, management, land application or disposal of poultry waste prior to the effective date of this Consent Decree, plus accrued Interest on all such costs through such date.

r. "RCRA" means the Solid Waste Disposal Act, as amended, 42 U.S.C. Section 6901 et seq., (also known as the Resource Conservation and Recovery Act).

s. "Section" means a portion of this Consent Decree identified by a roman numeral.

t. "Willow Brook" means Willow Brook Foods, Inc., a corporation organized under the laws of Missouri, Charter No. 00463728 now known as "Cold Zone, Inc." and any of its successor corporations.

V. GENERAL PROVISIONS

5. Objectives of the Parties. The Parties are entering into this Consent Decree to protect public health and the environment in watersheds located in whole or in part in Oklahoma through agreements relating to the management, storage, land application, and disposal of poultry waste and to avoid further litigation between the Parties.

6. Compliance with Laws. All activities undertaken by Willow Brook shall be performed in accordance with all applicable state and federal laws and regulations.

7. Permits. This Consent Decree is not, shall not be considered to be, a permit issued pursuant to any state or federal statute or regulation, or any local law. Willow Brook shall be responsible for obtaining all necessary permits to carry out the requirements of this Consent Decree.

VI. WILLOW BROOK'S OBLIGATIONS REGARDING POULTRY WASTE

8. From and after the Effective Date of this Consent Decree, Willow Brook shall assume legal and financial responsibility for the proper management, storage, land application, and final disposition of poultry waste generated at any future poultry operations it owns or operates under contract in any watershed located in whole or in part in Oklahoma. All costs associated with these responsibilities will be borne by Willow Brook, and such costs will not be passed on, directly or indirectly, to any poultry grower. Additionally, Willow Brook agrees that it will ensure:

a. Any poultry waste generated at any future poultry operations it owns or operates under contract will not be land applied within the boundaries of any watershed located in whole or in part in Oklahoma

b. Any poultry waste generated at any future poultry operations it owns or operates under contract within the boundaries of any watershed located in whole or in part in Oklahoma will be stored, at no cost to its contract poultry growers, in such a manner as to prevent the release of such poultry waste and its constituents to the environment due to runoff, leaching, infiltration, wind, or any other natural or manmade event

c. All poultry waste generated at any future poultry operations it owns or operates under contract within the boundaries of any watershed located in whole or in part in Oklahoma will be removed at no cost to the contract poultry growers

d. To the extent an agreement is reached with any of the remaining defendants to the Lawsuit regarding the management, storage, land application, or

disposal of poultry waste on terms more favorable than those set forth in paragraphs (a)-(c) above, Willow Brook will be entitled to the benefit of such terms.

VII. PAYMENTS

9. Within 30 days of effective date of this Consent Decree, Willow Brook agrees to pay to the State a total of One Hundred Twenty Thousand Dollars ($120,000.00) allocated as follows: $45,781 for response costs in the IRW, $25,687 for response costs in the GLW, $28,906 for natural resources damages and $3,437 for expenses, and $16,189 for attorney fees. All payments shall be made in the form of a certified check or checks or cashier's check or checks made payable to the Poultry Litigation Environmental Trust and shall reference State of Oklahoma v. Tyson Foods, Inc. et al., (Case No. 4:05-cv-329-GKF-PJC). Willow Brook shall send the checks to:

Poultry Litigation Environmental Trust
c/o Oklahoma Attorney General
Attn: Lynn Rogers
313 N.E. 21st Street
Oklahoma City, OK 73105

The Court directs the State to place funds received by the State pursuant to this Consent Decree in a trust account to be established by the State Attorney General called the Poultry Litigation Environmental Trust (the "Trust") and be disbursed by the Trust in accordance with the terms of this Consent Decree. Funds for payment of natural resource damages shall be disbursed by the Trust to the Oklahoma Secretary of Environment who will ensure that the funds will only be used for the purpose of restoring, replacing or acquiring the equivalent of injured natural resources in the IRW or GLW. Funds received by the State for response costs shall only be used to reimburse the State and its

agencies for past response costs in the IRW or GLW or for the cleanup or removal of pollutants from the environment, actions necessary to monitor, assess and evaluate pollution of the environment, or such other actions as may be necessary to prevent, minimize or mitigate threats to human health or the environment from pollution. Funds received by the State for expenses and fees shall only be used to reimburse the State or its contract attorneys for expenses incurred or fees earned in this action.

10. Willow Brook shall send notice that such payment has been made to OAG and OSE in accordance with Section XV (Notices and Submissions).

VIII. POULTRY OPERATION ACCESS

11. Willow Brook agrees to provide the State, and its representatives, including but not limited to the ODAFF, OSE, OAG, and their agents, contractors, subcontractors and employees, access at all reasonable times to any future poultry operations or poultry operations it owns or operates under contract in any watershed located in whole or in part in Oklahoma for the purpose of monitoring compliance with the terms of this Consent Decree, including but not limited to:

a. Monitoring of the management, storage, handling, land application, and final disposition of poultry waste;

b. Verifying any data or information submitted to the State;

c. Conducting investigation relating to contamination at or near any poultry operation;

d. Obtaining samples; and

e. Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Willow Brook and contract growers.

12. Notwithstanding any provision of this Consent Decree, the State retains all of its authorities and rights, including enforcement authorities related thereto, under all state and federal statutes and regulations.

IX. REPORTING REQUIREMENTS

13. To the extent it owns or contracts with poultry operations in watersheds located in whole or in part in Oklahoma in the future, Willow Brook will make annual reports by January 15th of each year to the State that:

a. Identify all such poultry operations, including the bird capacity of each barn, and quantify the amount of poultry waste generated such operations;

b. Specify the storage methods used by the poultry operations;

c. Specify the final disposition of all poultry waste generated, including:

(1) The identity and address of any person to whom poultry waste is transferred, including the poultry waste applicator, the landowner, and any other ultimate recipient of the waste;

(2) The location and acreage of the land application site;

(3) The volume of poultry waste removed from the poultry operation in wet or dry tons;

(4) The date of removal from the poultry operation; and

(5) The soil test results for the land application site and application rate; and

d. A certification by a responsible corporate official that all poultry waste generated at any future poultry operations it owns or operates under contract in any

watershed located in whole or in part in Oklahoma has been managed, stored, land applied, and disposed of in compliance with the terms of this Consent Decree.

14. Willow Brook will provide the State, upon request, copies of all documents and information within its possession or control or that of its contractors or agents relating to activities to the implementation of this Consent Decree, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, correspondence, or other documents or information related to this Consent Decree.

X. FAILURE TO COMPLY WITH CONSENT DECREE

15. Interest on Late Payments. In the event that any payments required by Section VII (Payments) or Section X, Paragraph 19 (Stipulated Penalty), are not received when due, interest shall continue to accrue on the unpaid balance through the date of payment. Interest will accrue at post-judgment rates specified in 28 U.S.C. Section 1961.

16. Stipulated Penalties.

a. If any amounts due to the State under this Consent Decree are not paid by the required date, Willow Brook shall pay to the State, as a stipulated penalty, in addition to the interest required by Paragraph 15, $1,000 per day that such payment is late.

b. If Willow Brook does not comply with any of the terms of this Consent Decree, Willow Brook shall pay to the State, as a stipulated penalty, $10,000 per violation per day of such noncompliance, except for retention of records in Section XIV. The stipulated penalty for noncompliance with that section shall be a one time payment of One Thousand Dollars ($1,000) total.

c. Stipulated penalties are due and payable within 30 days of the date of the demand for payment of the penalties by the State. All payments to State under this

Paragraph shall be made by certified or cashier's check made payable to the Poultry Litigation Environmental Trust, indicate the payment is for stipulated penalties and reference State of Oklahoma v. Tyson Foods, Inc. et al., (Case No. 4:05-cv-329-GKF-PJC). Willow Brook will send the checks to:

Poultry Litigation Environmental Trust
c/o Oklahoma Attorney General
Attn: Lynn Rogers
313 N.E. 21st Street
Oklahoma City, OK 73105

e. Penalties will accrue as provided in this Paragraph regardless of whether the State has notified Willow Brook of the violation or made a demand for payment, but need only be paid upon demand. All penalties will begin to accrue on the day a violation occurs, and continue to accrue through the final day of correction of the noncompliance. The State agrees to notify Willow Brook within a reasonable time after receiving any information that shows Willow Brook is reasonably likely to be in violation of this Consent Decree.

17. If the State brings an action to enforce this Consent Decree, Willow Brook will reimburse the State for all costs of such action including, but not limited to, attorney fees and expenses.

18. Payments made under this Section shall be in addition to any other remedies or sanctions available to the State by virtue of any failure by Willow Brook to comply with the requirements of this Consent Decree.

19. Notwithstanding any other provision of this Section, the State may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree.

XI. COVENANT NOT TO SUE BY THE STATE

20. Release and Covenant Not to Sue. Except as specifically provided in Paragraph 21 (Reservation of Rights), the State releases and covenants not sue Willow Brook for recovery of response costs, natural resource damages, injunctive relief, or other remedies sought in the Complaint by the State regarding the release of nutrients and bacteria from the management, storage, land application, and disposal of poultry waste generated at its poultry operations or poultry operations under contract with it in any watershed located in whole or in part in Oklahoma that occurred after December 31, 1998 and prior to the effective date of this Consent Decree pursuant to Section 107 of CERCLA, 42 U.S.C. Section 9607(a); Sections 7002 and 7003 of the Solid Waste Disposal Act, 42 U.S.C. Sections 6972-6973; Section 2-6-105 of the Oklahoma Environmental Quality Code, 27A O.S. Section 2-6-105; Section 2-18.1 of the Oklahoma Agricultural Code, 2 O.S. 2-18.1; Section 10-9.11 of the Oklahoma Registered Poultry Feeding Operations Act; Section 9-212 of the Oklahoma Concentrated Animal Feeding Operations Act, 2 O.S. 9-212; and state and federal common law of nuisance, trespass, unjust enrichment and disgorgement. This covenant not to sue shall take effect upon receipt by the State of all payments required by Section VII (Payments). This covenant not to sue is conditioned upon the satisfactory performance by Willow Brook of its obligations under this Consent Decree. This covenant not to sue extends only to Willow Brook, and does not extend to any other person including, but not limited to, any other Defendant named in the Complaint, any subsidiary or other corporate affiliate of any other Defendants named in the Complaint, or any person from which Willow Brook acquired any poultry operation in the IRW.

21. Reservation of Rights by the State. The covenant not to sue set forth in Paragraph 20 does not pertain to any matters other than those expressly specified therein. The State reserves, and this Consent Decree is without prejudice to, all rights against Willow Brook with respect to all other matters, including but not limited to:

a. Liability for failure of Willow Brook to meet a requirement of this Consent Decree;

b. Criminal liability; and

c. Violations of state or federal law not referred to in this Consent Decree or the Complaint, or occurring after the effective date of this Consent Decree.

XII. COVENANT NOT TO SUE BY WILLOW BROOK

22. Willow Brook covenants not to sue and agrees not to assert any claims or causes of action against the State, or its agencies, subdivisions, agents, contractors, subcontractors, or employees, with respect to response costs, natural resource damages, attorney fees, or expenses relating to its poultry operations or poultry operations under contract with it in any watershed located in whole or in part in Oklahoma including, but not limited to:

a. Any direct or indirect claim for reimbursement based on any provision of law;

b. Any claim arising out of response actions at the sites for which the response costs were incurred; and

c. Any claim against the State pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. Sections 9607 and 9613, or any other law relating to response costs, remediation or damages.

XIII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

23. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Decree. The State expressly reserves any and all rights, defenses, claims, demands, and causes of action which it may have with respect to any matter, transaction, or occurrence relating in any way to poultry waste at poultry operations in any watershed located in whole or in part in Oklahoma against any person not a party hereto. Willow Brook will not assert any claims, demands or causes of action against any person not party hereto with respect to "Matters Addressed in this Consent Decree", except for claims relating to insurance coverage or claims against a person not a party hereto brought in response to a claim brought by that person.

24. The Parties agree, and by entering this Consent Decree this Court finds, that Willow Brook is entitled, as of the effective date of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. Section 9613(f)(2), for Matters Addressed in this Consent Decree.

XIV. RETENTION OF RECORDS

25. Until 5 years after the entry of this Consent Decree, Willow Brook will preserve and retain all records and documents now in its possession or control, or which come into its possession or control, that relate in any manner to Matters Addressed in this Consent Decree, regardless of any corporate retention policy to the contrary.

26. After the conclusion of the document retention period in the preceding paragraph, Willow Brook shall notify the State at least 90 days prior to the destruction of any such

records or documents, and, upon request by the State, Willow Brook shall deliver any such records or documents to the State.

XV. NOTICES AND SUBMISSIONS

27. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the State and Willow Brook.

As to the State:

Chief, Environmental Protection Unit
Office of Attorney General
313 N.E. 21st
Oklahoma City, OK 73105

Secretary of the Environment
Office of the Secretary of the Environment
3800 N. Classen Blvd.
Oklahoma City, OK 73118

As to Willow Brook:

Frank M. Evans, III
Lathrop & Gage L.C.
Attorney at Law
1845 South National
P.O. Box 4288
Springfield, MO
65808-4288

XVI. RETENTION OF JURISDICTION

28. This Court shall retain jurisdiction over both the subject matter of this Consent Decree and Willow Brook for the purpose enabling any of the Parties to apply to the

Court at any time for such further order, direction and relief as may be necessary and appropriate for the construction or modification of this Consent Decree or to effectuate or enforce compliance with its terms. The Parties agree that the Court will be authorized to enter any order, direction, and relief, including but not limited to injunctions, penalties and judgments, as may be necessary to assure full implementation of the terms of the Consent Decree.

XVII. INTEGRATION/APPENDICES

29. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree: Appendix A (Map of GLW) and Appendix B (Map of IRW).

XVIII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

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

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

XIX. EFFECTIVE DATE

32. The effective date of this Consent Decree shall be the date upon which it is entered by the Court.

XVI. SIGNATORIES/SERVICE

33. The undersigned representatives of Willow Brook and the Oklahoma Attorney General and Oklahoma Secretary of Environment, on behalf of the State, each certify that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

40. Willow Brook hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, or to coordinate or assist any other person or party who may oppose the entry of this Consent Decree, and shall employ best efforts to support the entry of this Consent Decree, unless the State has notified Willow Brook in writing that it no longer supports entry of the Consent Decree.

41. Willow Brook shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Willow Brook hereby agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons.

SO ORDERED THIS _____ DAY OF _____, 2009

_____
United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of State of Oklahoma v. Tyson Foods, Inc. et al., (Case No. 4:05-cv-329-GKF-PJC):

FOR THE STATE OF OKLAHOMA

Date: 8 May 2009

W.A. DREW EDMONDSON
Oklahoma Attorney General
313 N.E. 21st Street
Oklahoma City, OK 73105

FOR THE STATE OF OKLAHOMA

Date: 7 May 2009

J.D. Strong
Oklahoma Secretary of Environment
3800 N. Classen Boulevard
Oklahoma City, OK 73118

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of State of Oklahoma v. Tyson Foods, Inc. et al., (Case No. 4:05-cv-329-GKF-PJC):

FOR WILLOW BROOK

Date: _____

Louis A. Griesemer
President, Cold Zone, Inc., formerly
Willow Brook Foods, Inc.
P.O. Box 2240
Springfield, MO 65801

SO ORDERED THIS _____ DAY OF _____, 2009

_____
United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of State of Oklahoma v. Tyson Foods, Inc. et al., (Case No. 4:05-cv-329-GKF-PJC):

FOR THE STATE OF OKLAHOMA

Date: _____

_____
W.A. DREW EDMONDSON
Oklahoma Attorney General
313 N.E. 21st Street
Oklahoma City, OK 73105

FOR THE STATE OF OKLAHOMA

Date: _____

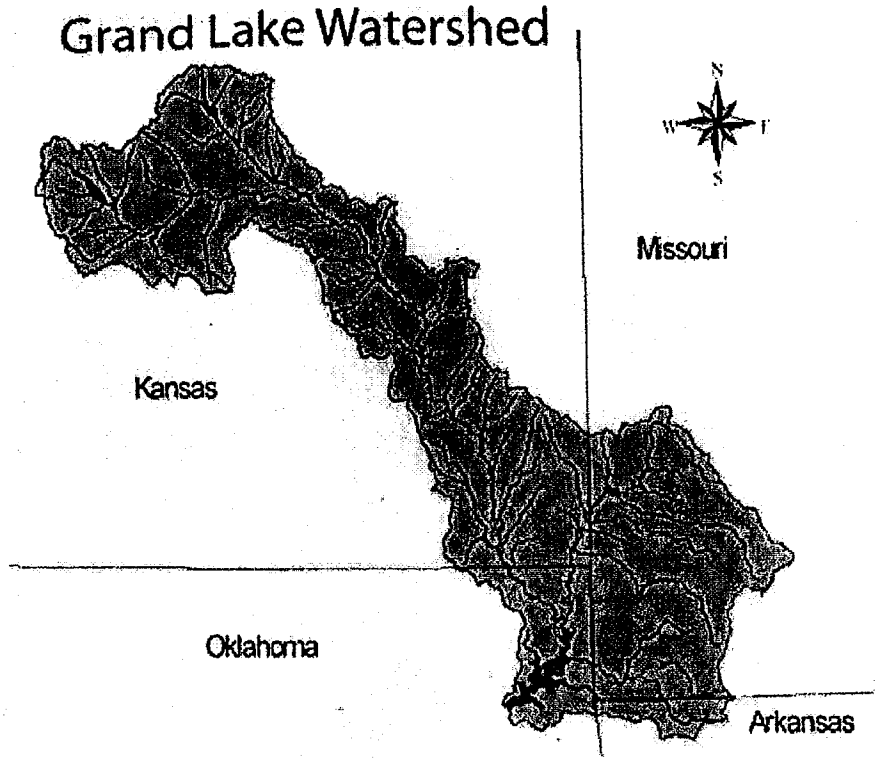
_____
J.D. Strong
Oklahoma Secretary of Environment
3800 N. Classen Boulevard
Oklahoma City, OK 73118

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of State of Oklahoma v. Tyson Foods, Inc. et al., (Case No. 4:05-cv-329-GKF-PJC):

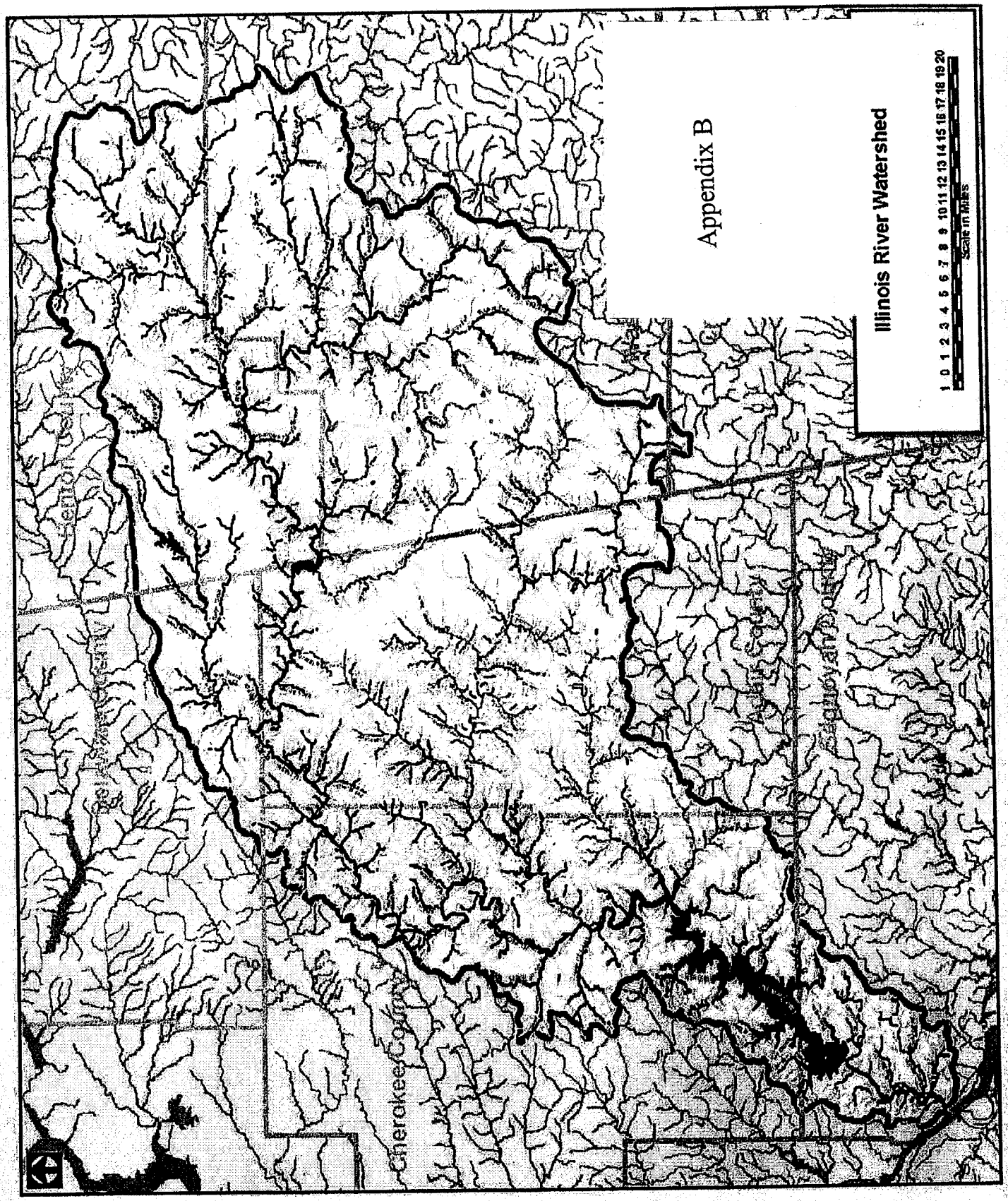
FOR WILLOW BROOK

Date: 5-7-09

Louis A. Griesemer
Louis A. Griesemer
President, Cold Zone, Inc., formerly
Willow Brook Foods, Inc.
P.O. Box 2240
Springfield, MO 65801


Grand Lake Watershed
N
W
E
S
Missouri
Kansas
Oklahoma
Arkansas

Appendix A


Illinois River Watershed
1 0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20
Scale in Miles
Cherokee County
Adair County
Sequoyah County

Appendix B