MEMORANDUM

Agenda Item No. 14(A)(2)

TO: Honorable Chairman Oliver G. Gilbert, III and Members, Board of County Commissioners

DATE: June 18, 2024

FROM: Geri Bonzon-Keenan County Attorney

SUBJECT: Resolution approving the Petroleum Products Superfund Site Settlement and Cooperation Agreement (the "Settlement Agreement") and payment of $456,610.00 and authorizing the County Mayor to execute the Settlement Agreement, exercise all provisions contained therein and take all actions necessary to effectuate the settlement

Resolution No. R-559-24

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Chairman Oliver G. Gilbert, III.

Gerald Sanchez for
Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum

MIAMI-DADE COUNTY

Date: June 18, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Daniella Levine Cava

Subject: Resolution Approving Petroleum Products Superfund Site Settlement and Cooperation Agreement and Approving the Payment of Assessed Costs

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Executive Summary

The attached resolution seeks approval of the Petroleum Products Superfund Site Settlement and Cooperation Agreement (the "Agreement") and authorization for the payment of $456,614 to the PPC Trust Account. This amount represents $426,614 which is Miami-Dade County's assessed share of the fair market value for buildings that will be demolished that are the property of Pembroke Park Warehouses Building Company and an estimated $30,000 in future administrative costs and legal fees.

Recommendation

It is recommended that the Board approve the Agreement and authorize the County Mayor or County Mayor's designee to execute the Agreement and exercise all provisions contained therein.

Scope

This Agreement is countywide in scope.

Fiscal Impact/Funding Source

Under the terms of the Agreement, the County will pay $456,614 into the PPC Trust Account, which is managed by Shook, Hardy & Bacon, LLP acting as escrow agent for participant parties. The funding source for this payment is the DTPW Operating Fund.

Track Record/Monitor

The Department of Transportation and Public Works Assistant Director, Project Management & Support Services Division, Javier M. Bustamante, will oversee the administration of the Agreement.

Delegation of Authority

This item authorizes the County Mayor or the County Mayor's designee to execute the Agreement on behalf of the County and to carry out all obligations and exercise all rights contained therein.

Background

In the early 1990s, the United States Environmental Protection Agency (EPA) identified the County as a Potentially Responsible Party (PRP) under the federal Comprehensive Environmental

Response, Compensation and Liability Act of 1980 (commonly referred to as the Superfund) for environmental responsibilities at the Petroleum Products Corporation site in Broward County. The site, located at 3130 S.W. 19th Street in Pembroke Park, Florida, operated from the late 1950s to

1985 as a used oil refinery and then as a fuel blending and reprocessing facility. Petroleum Products Corporation allegedly discharged petroleum products, and possibly other contaminants, to the ground at the site. The County was allegedly one of many liquid waste generators whose waste oil was disposed there, as well as other contributing entities including Publix Super Markets, Inc., Goodyear Tire & Rubber Co., Baptist Hospital and the Cities of Miami and Miami Beach.

To minimize the County's liability to the EPA for costs to conduct the environmental site clean-up, the County signed the Petroleum Products Corporation Amended Participation Agreement in 1993. Under the Participation Agreement, additional funding assessments must be approved by 75% of the Cooperating Parties. That threshold has been met. The Cooperating Parties' funding contributions are based on the alleged gallons of waste petroleum products disposed at the Petroleum Products Corporation Superfund Site, with the County's share assessed at 23.49% of the Cooperating Parties' total obligation. This, in turn, became MDT's assessment.

The County made an initial contribution of $94,133 into the trust account in 1993. Because most of the remediation costs have been eligible for payment under the State's Petroleum Cleanup Program, no further payment assessments were requested of the County until 2010. Since that time, the County has received additional assessments to cover the County's pro rata share of the remediation costs not eligible for payment under the State program.

Regarding the ongoing environmental remediation at the PPC Superfund site, the EPA originally divided the site clean-up into three Operable Units: Operable Unit 1 (OU1) would address the free-floating oil in the groundwater; Operable Unit 2 (OU2) would address contaminated soils; and Operable Unit 3 (OU3) would address groundwater contamination, should additional remedial action be required following OU2. In December 1991, the Operable Unit 1 remedy was implemented, first using groundwater extraction and treatment then later removing free floating oil through a combination of enhanced biological activity to release oil from soils and vacuum extraction to remove the oil. These activities are performed by the Cooperating Parties' on-site contractor, Environmental Consulting Technology. The County has also made subsequent payments to the OU1 and OU2 assessments Trust Accounts. To date, the County has paid, $440,371.48 to the OU1 fund, and $173,219.37 to the OU2 fund.

The Petroleum Products Superfund Site Settlement and Cooperation Agreement

On August 12, 2021, the EPA published a Record of Decision for OU2 of the Petroleum Products Corporation Superfund Site ("Site") located in Pembroke Park, Broward County, Florida. Based on the August 12, 2021, EPA Record of Decision, it is recommended that the Board authorize payment of $456,614 to the PPC Trust Account. The benefits that will accrue to the County include:

- A draft consent decree that provides for forgiveness under EPA's orphan share policy of EPA's unpaid past response costs through August 11, 2021, totaling $10,826,116.04.

- The draft consent decree also provides for a credit to "Settling Parties" (as defined in the decree) in the amount of $5,000,000 for response costs incurred by EPA on or after August 12, 2021. Participating Parties anticipate that this credit will cover future response costs beyond the completion of the OU2 remedial action, and the OU3 remedial action (if any) including Five-Year Review costs.
- The Settlement Agreement also relieves the County from the responsibilities and costs of relocating the existing tenants who will vacate buildings that will be demolished and the administrative costs of the removals of any equipment and materials, including any chemicals, raw materials, drums, drummed materials, liquid, or solid wastes as required by the EPA prior to the demolitions. These responsibilities will be borne by the Pembroke Park Warehouses Building Company.

Participating Parties funding OU1 and OU2 response costs have paid assessments into OU1 and OU2 trust accounts maintained by PPC's trustee, Shook, Hardy & Bacon LLP. With respect to the OU2 Record of Decision, the EPA has issued Special Notice Letters ("SNLs") to all the signatories to the Agreement as well as the United States Navy, United States Air Force, United States Coast Guard, and the United States Defense Reutilization Marketing Service (now the Defense Logistics Agency within the United States Department of Defense) (collectively the Federal Generator potentially responsible party). The SNLs invite the recipients to enter a Consent Decree to be issued by the United States District Court for the Southern District of Florida to conduct remedial design and remedial action for OU2 at the Site. The Florida Department of Environmental Protection (FDEP) has requested that the EPA conduct the Remedial Design because of limitations on the FDEP's ability to retain the remedial design contractor to conduct remedial actions under the State's Early Detection Initiative Program. The EPA has agreed to fund the remedial design to accommodate FDEP's request. A remedial design Administrative Order of Consent has been prepared by EPA and has been executed by some of the Participating Parties to facilitate payment of the Remedial Design Contractor. The cost of the Remedial Actions will be paid out of the Inland Protection Trust Fund.

PPWBC owns the property located at 3120 S.W. 19th Street in Pembroke Park, FL. AON 31st, LLC owns the parcel located at 2000 S.W. 31st Avenue in Pembroke Park, FL. Broward County owns an undeveloped portion of the Site above which the former Petroleum Products Corporation operated its oil recycling business. Park 31st Corp. owns the parcel located at 1812 SW 31st Avenue in Pembroke Park, FL. PPWBC and AON have buildings that may be demolished as part of the EPA's RA. These buildings house tenants that will have to vacate the premises before the time scheduled for building demolition. In the case of the AON-owned building, whether the building needs to be demolished will be determined during the Record of Decision.

A contractor to EPA conducted an appraisal of the AON-owned parcel and the PPWBC-owned parcel. The EPA contractor's appraised value for the AON-owned parcel was $2,980,000. The EPA contractor's appraised value of the PPWBC-owned parcel was $6,460,000. PPWBC and AON have asked the other Participating Parties to bear their portions of amounts due for OU1, OU2, or the Fair Market Value payment and to have the Participating Parties manage future Operation and Maintenance of OU3 remedial investigations/feasibility study obligations, if any, in exchange for handling relocation of tenants in buildings that may be demolished. The other Participating Parties are agreeable to this request. The requested authorization of $456,641 is the County's assessed share of the FMV of $6,460,000 for the PPWBC property that will be demolished as part of the remedial action.

Jimmy Morales
Chief Operating Officer

Memorandum

Date:

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Eulois Cleckley, Director
Department of Transportation and Public Works

Subject: Request to Process Late Departmental Agenda Item

I am requesting that the resolution approving the Petroleum Products Superfund Site Settlement and Cooperation Agreement be added to the June 18, 2024, Board of County Commissioners' Meeting. Although this item has not met the noticed deadline and has been provided to the Agenda Coordination Office late, this item's placement is imperative for the County to comply with the Petroleum Products Superfund Site Settlement and Cooperation Agreement (Settlement Agreement), and to provide for the payment of $456,614.00 to the PPC Trust Account.

The payment amount represents $426,614, which is Miami-Dade County's assessed share of the Fair Market Value for buildings that will be demolished that are the property of Pembroke Park Warehouses Building Company and an estimated $30,000 in future administrative costs and legal fees. Miami-Dade County is the largest of the approximately 30 non-federal generator potentially responsible parties included in this agreement. Any further delay in executing the agreement puts at risk United States Environmental Protection Agency's and the Florida Department of Environmental Protection's commitment of funds referenced in the Settlement Agreement and increases the likelihood of further litigation between the County and the federal government.

Therefore, please process the item notwithstanding that the 4-day rule may be applicable to it. I am aware that this item is subject to approval for placement on the agenda by the appropriate committee chairperson as well as the BCC Chairman, and review by the Office of the County Attorney.

	Jimmy Morales, Chief Operating Officer
Approved by Mayor or Mayor's Designee	Print Name
	Nicole Tallman
Approved by Policy Director or Designee	Print Name

cc: Geri Bonzon-Keenan, County Attorneys
CAOagenda@miamidade.gov

MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: June 18, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 14(A)(2)

Please note any items checked.

_______ **"3-Day Rule" for committees applicable if raised**

_______ **6 weeks required between first reading and public hearing**

_______ **4 weeks notification to municipal officials required prior to public hearing**

_______ **Decreases revenues or increases expenditures without balancing budget**

_______ **Budget required**

_______ **Statement of fiscal impact required**

_______ **Statement of social equity required**

_______ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

___✓___ **No committee review**

_______ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve**

_______ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved *Danielle Levine Cava* Mayor
Veto ________
Override ________

Agenda Item No. 14(A)(2)
6-18-24

RESOLUTION NO. R-559-24

RESOLUTION APPROVING THE PETROLEUM PRODUCTS SUPERFUND SITE SETTLEMENT AND COOPERATION AGREEMENT (THE "SETTLEMENT AGREEMENT") AND PAYMENT OF $456,610.00 AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SETTLEMENT AGREEMENT, EXERCISE ALL PROVISIONS CONTAINED THEREIN AND TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE SETTLEMENT

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Petroleum Products Superfund Site Settlement and Cooperation Agreement (the "Settlement Agreement") in substantially the form attached and authorizes the County Mayor or County Mayor's designee to execute the Settlement Agreement, exercise all provisions contained within and take all actions necessary to effectuate settlement.

The foregoing resolution was offered by Commissioner **Eileen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman **aye**
Anthony Rodríguez, Vice Chairman **aye**

Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Kevin Marino Cabrera	**aye**	Sen. René García	**absent**
Roberto J. Gonzalez	**aye**	Keon Hardemon	**aye**
Danielle Cohen Higgins	**absent**	Eileen Higgins	**aye**
Kionne L. McGhee	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 18th day of June, 2024. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. D.P.C

Dale P. Clarke
Bruce Libhaber

Petroleum Products Superfund Site Settlement and Cooperation Agreement (Agreement)

This Agreement is entered into by and among the following Parties:

(1) Filmore Investors Corp., Pembroke Park Warehouses Building Company (**"PPW"** or **"PPWBC"**), Broward County, AON 31st LLC (**"AON"**), Park 31st Corp. (**"Park"**) [collectively, **"Owners"**], and
(2) the Parties listed on Exhibit A [collectively, Non-Federal Generator Potentially Responsible Parties (**"Non-Federal Generator PRPs"**)

Collectively, all of these Parties are sometimes referred to as **"Participating Parties."**
The premises for this Agreement are as follows.

A. On August 12, 2021, the United States Environmental Protection Agency (**"EPA"**) published a Record of Decision (**"ROD"**) for Operable Unit (**"OU"**) 2 of the Petroleum Products Corporation Superfund Site (**"Site"**) located in Pembroke Park, Broward County, Florida.
B. For purposes of remediation, the Site was divided by EPA into three Operable Units (OU1, OU2, and OU3). OU1 was designed to address the removal of free oils from the subsurface of the Site. It is being implemented by signatories to a Consent Decree entered by the United States District Court for the Southern District of Florida and most of the Participating Parties are not signatories to that Consent Decree as well as the Federal Generator PRPs.
C. OU2 is designed to address oily-impacted soils resulting from releases of petroleum from petroleum storage systems during oil recycling operations of the former Petroleum Products Corporation (**'PPC"**).
D. OU3 will address groundwater contamination, should additional remedial action be required following OU2.
E. OU2 will replace OU1 but not immediately. OU1 work will continue, at least for the remainder of 2022 and likely through 2023 and at least a part of 2024..
F. Certain Participating Parties have funded the OU1 remedial action under an agreement that requires reallocation of the costs paid by these Participating Parties. As of the date of execution of this Agreement, assessments paid by these Participating Parties total $3,195,165. In addition, the United States Navy incurred an expense of $873,048 to develop the "bioslurper" component of the OU1 remedy. Certain other Participating Parties have funded the development and approval of the OU2 remedial action and associated documents by working cooperatively with EPA and FDEP. To date, the assessments of these Participating Parties total $491,056.
G. Participating Parties funding OU1 and OU2 response costs have paid assessments into trust accounts maintained by Shook, Hardy & Bacon LLP (**"SHB"**) (the **"OU1 Trust Account"** and the **"OU2 Trust Account"**).
H. With respect to the OU2 ROD, EPA has issued Special Notice Letters (**"SNLs"**) to all of the signatories to this Agreement as well as the United States Navy, United States Air Force, United States Coast Guard, and the United States Defense Reutilzation Marketing Service (now the Defense Logistics Agency within the United States Department of Defense) [collectively, **"Federal Generator PRPs"**].
I. The SNLs invite the recipients to enter into a Consent Decree to be issued by the United States District Court for the Southern District of Florida to conduct remedial design (**"RD"**) and remedial action (**"RA"**) for OU2 at the Site (**"Consent Decree"**).
J. The Site qualified under the State of Florida Early Detection Incentive (**"EDI"**) Program funded by the Inland Protection Trust Fund. The RA will be conducted by a contractor retained by the

State of Florida Department of Environmental Protection (**"FDEP"**) and paid for out of the Inland Protection Trust Fund (**"IPTF"**).

K. The FDEP has requested that EPA conduct the RD because of limitations on the FDEP's ability to retain the RD contractor to conduct RA under the EDI Program.

L. EPA has agreed to fund RD to accommodate FDEP's request. A Remedial Design Administrative Order on Consent (**"RD AOC"**) has been prepared by EPA and has been executed by some of the Participating Parties to facilitate payment of the Remedial Design Contractor.

M. The FDEP will conduct RA under the EDI Program after entry into an IPTF Agreement with the Owners of the Site.

N. Each of the Owners owns a portion of the Site.

O. PPWBC owns the property located at 3120 S.W. 19th Street in Pembroke Park, FL. AON owns the parcel located at 2000 SW 31st Avenue in Pembroke Park, FL. Broward County owns an undeveloped portion of the Site above which the former Petroleum Products Corporation operated its oil recycling business. Park owns the parcel located at 1812 SW 31st Avenue in Pembroke Park, FL.

P. PPWBC and AON have buildings that will (PPWBC) or may (AON) be demolished as part of RA. These buildings house tenants that will have to vacate the premises before the time scheduled for building demolition. In the case of the AON-owned building, whether the building needs to be demolished will be determined during RD.

Q. A contractor to EPA conducted an appraisal of the AON-owned parcel and the PPWBC-owned parcel. The EPA contractor's appraised value for the AON-owned parcel was $2,980,000. The EPA contractor's appraised value of the PPWBC-owned parcel was $6,460,000.

R. The signatories to this Agreement except for AON and Park have incurred response costs under agreements related to OU1 or OU2. The Participating Parties seek to reallocate these costs pursuant to the allocation of each Party's responsibility for Site response costs.

S. Certain Parties are seeking the opportunity to "buy-out" of the Site as a "cash-out" or "de minimis" party under the Consent Decree or a separate agreement with EPA. The remaining Participating Parties are supportive of this effort.

T. EPA's SNL contains a draft consent decree that provides for forgiveness under EPA's orphan share policy of EPA's unpaid past response costs through August 11, 2021, totaling $10,826,116.04.

U. The draft consent decree also provides for a credit to **"Settling Parties"** (as defined in the decree) in the amount of $5 million for response costs incurred by EPA on or after August 12, 2021. Participating Parties anticipate that this credit will cover future response costs beyond the completion of the OU2 RA, and the OU3 RA (if any) including Five-Year Review costs.

V. Participating Parties wish to take advantage of EPA's one-time offer for past and future response cost relief under EPA's orphan share policy.

W. A Special Account exists at EPA for the benefit of the Site. It contains an amount in the range or in excess of $7 million. Participating Parties wish to maximize the use of Special Account funds to pay for PPC Response Costs.

X. The OU2 ROD contains a groundwater remedy described in Extended Plume Alternative 2, Groundwater Recovery and Treatment. ROD, Section 10.4.2. The ROD contains an estimate that the capital costs of this RA will be $919,250 and that O&M is expected to take 15 years. Whether this remedy is necessary following completion of in-situ stabilization and solidification

(**"ISS"**) will depend upon the results of post- ISS groundwater sampling. The IPTF Agreement provides that FDEP will satisfy the cleanup requirements of the ROD, which include this groundwater recovery and treatment remedy.

Y. PPWBC and AON have asked the other Participating Parties to bear their portions of amounts due for OU1, OU2, or the FMV payment and to have the Participating Parties manage future Operation and Maintenance and OU3 RI/FS obligations, if any, in exchange for handling relocation of tenants in buildings that will or may be demolished. The other Participating Parties are agreeable to this request.

Z. The Participating Parties contest a number of liability and response cost issues associated with the Site, but have recognized that a litigated resolution of legal issues will be time consuming, expensive, and fraught with uncertainty regarding the outcome for any individual Party. A litigated solution will also take years to achieve, with the corresponding delay in the implementation of RD/RA.

AA. Thus, the Participating Parties desire to resolve all outstanding allocation questions, establish responsibility for funding OU2 remedy costs not being funded by the FDEP, and otherwise establish a sensible framework for them to work together in a cost-effective and cooperative manner to achieve the goals set forth above, all without the need for litigation.

In consideration of the payments to be made under the terms below, and the other undertakings, mutual covenants, and conditions herein contained, Participating Parties, therefore, agree as follows.

1. **No Admission of Liability.** By entering into this Agreement, no Party admits that it has any liability under the federal Superfund law, state law, or the common law, for the damage claims of the United States or the claims of any other person. Each Party specifically denies any such liability.
2. **Conditions Precedent**. This Agreement shall go into effect upon (a) entry by the Owners into an Inland Protection Trust Fund Agreement with the FDEP that binds FDEP to conduct RA at the Site; (b) execution of the OU2 Consent Decree by Participating Parties unless they are eligible for and elect to accept a de minimis settlement offer; and (c) judicial approval of the OU2 Consent Decree containing obligations imposed on the Federal Generator PRPs consistent with payment obligations set forth in this Agreement. If any of these conditions precedent are not satisfied, this Agreement is not binding on any Participating Party.
3. **Allocation.** The allocation shares of Site PRPs appear on Exhibit B. These shares are final and binding for all response costs associated with the PPC Site, including OUs 1, 2, and 3.
4. **De Minimis Non-Federal and Federal Generator PRPs.**
   a. The Participating Parties listed on Exhibit C shall be entitled to seek a de minimis settlement with the United States without objection from the remainder of the Participating Parties as to the issue of entitlement.
   b. The terms of the de minimis settlement, including payment amount and the timing of payment, will be contained either in the Consent Decree.
5. **Establishment of PPC Trust Account**. Once this Agreement is executed by all Participating Parties and the conditions precedent set forth in Paragraph 2 have been satisfied, a new trust account will be established, entitled the "**PPC Trust Account**."

a. Remaining balances in the OU1 Trust Account and OU2 Trust Account will be transferred to the PPC Trust Account.
b. De minimis settlement payments will be deposited in the PPC Trust Account.
c. Payments to PPWBC and AON will be facilitated through deposits to and payment from the PPC Trust Account.
d. The PPC Trust Account shall also serve as the Trust referred to in the Consent Decree to satisfy financial assurance requirements of the Consent Decree.
e. The PPC Trust Account will also be used to pay (i) for work required under the OU1 Consent Decree until such work is no longer required, and (ii) work not funded by FDEP (*e.g.*, reimbursement of EPA's Five-Year Review costs to the extent not covered by EPA's commitment of $5 million in orphan share relief for Site future response costs).
f. Non-Federal Generator PRPs shall have sole authority and control over the funds placed in and disbursed from the PPC Trust Account. Owners shall have no right or interest or claim to funds in the PPC Trust Account.

6. **Remedial Design**
   a. Participating Parties, other than Participating Parties that elect to accept a de minimis settlement offer, are referred to as "**Work Parties**."
   b. EPA will fund the cost of RD as set forth in the RD AOC executed by EPA and some of the Work Parties to facilitate an expedited RD and payment to the RD contractor.
7. **Relocation and Demolition**
   a. While the ROD provides the location of buildings to be demolished, on the PPWBC-owned parcel, the buildings are generally located at 3120 SW 19th Street.
      i. PPWBC will ensure that the buildings that have to be demolished have been vacated by all tenants by a date that is at least one week before demolition is scheduled, unless FDEP or EPA, as the case may be, directs that the buildings be vacated at an earlier date.
      ii. As of that same date, PPWBC will also ensure that any equipment, and any materials, including any chemicals, raw materials, drums, drummed materials, liquid or solid wastes have been removed from the buildings being demolished.
      iii. To the extent that a tenant has to be relocated, PPWBC shall solely be responsible for relocating the tenant and any costs associated with relocation. Should EPA require a relocation plan, PPWBC shall provide the relocation plan to EPA at its sole expense.
   b. On the AON-owned parcel, the building generally located at 3120 SW 19th Street is subject to demolition depending upon the results of the RD Investigation. However, if it has to be demolished, then AON is responsible for the following.
      i. AON will ensure that the building has been vacated by all tenants by a date that is at least one week before demolition is scheduled, unless FDEP or EPA, as the case may be, directs that the building be vacated at an earlier date.
      ii. As of that same date, AON will also ensure that any equipment, and any materials, including any chemicals, raw materials, drums, drummed materials, liquid or solid wastes have been removed from the buildings being demolished.
      iii. To the extent that a tenant has to be relocated, AON shall solely be responsible for relocating the tenant and any costs associated with relocation. Should EPA

require a relocation plan, AON shall provide the relocation plan to EPA at its sole expense.

8. **Reallocation of Past Response Costs of the Participating Parties.** The Participating Parties will reallocate assessments paid by them for OU1 and OU2 response costs as set forth in the schedule set forth on Exhibits D and E.
    a. The allocation shares of PPWBC and AON will be reallocated among the Federal and Non-Federal Generator PRPs as set forth on Exhibits D and E.
    b. Participating Parties that paid less than their allocated share will transfer funds to the PPC Trust Account within 45 (forty-five) days of the execution of this Agreement. As reflected on Exhibit E, the Federal Generator PRPs and Park have balances due. The Federal Generator PRPs will make their payment into the PPC Trust Account under the Consent Decree.
    c. As to Participating Parties that do not qualify for, or do not take, the de minimis settlement, funds otherwise due to Participating Parties that paid more than their allocated share will remain in the PPC Trust Account as a credit against the payment required under Paragraphs 9 and 10 and future assessments necessary to comply with financial assurance obligations under the OU2 Consent Decree.
    d. If a Participating Party qualifies for a de minimis settlement and elects to accept EPA's de minimis settlement offer, any credit due that Participating Party shall be applied to the de minimis settlement amount for that Participating Party.
9. **Payment to PPWBC**. The allocated share of PPWBC and AON for the PPWBC FMV payment will be absorbed by the Federal Generator PRPs and Non-Federal Generator PRPs as set forth on Exhibit F. Within two business days following receipt into the PPC Trust Account of the share of the PPWBC FMV payment due from the Federal Generator PRPs, PPWBC will receive a payment from the PPC Trust Account in the amount of $6,460,000. PPWBC will provide wire instructions for the payment. The respective amounts due from each Participating Party taking into account dollar credits are shown on Exhibit F. The Federal Generator PRPS commitment to pay their share is included in the Consent Decree.
10. **Payment to AON.** If the AON building is demolished, the allocated share of AON and PPWBC for the AON FMC payment will be absorbed by the Federal Generator PRPs and Non-Federal Generator PRPs as set forth on Exhibit G. Within two business days following receipt into the PPC Trust Account of the share of the AON FMV payment due from the Federal Generator PRPs, AON will receive a payment from the PPC Trust Account in the amount of $2,980,000. AON will provide wire instructions for the payment. The respective amounts due from each Participating Party taking into account dollar credits are shown on Exhibit G. The Federal Generator PRPS commitment to pay their share is included in the Consent Decree.
11. **Remedial Action.**
    a. It is the mutual goal of the Work Parties to implement and complete RA in as timely a manner as is feasible and in a manner consistent with the Early Detection Incentive Program.
    b. Participating Parties will cooperate with each other and with EPA, FDEP, and the FDEP contractor to facilitate RA to the greatest extent allowable under the EDI Program. This obligation includes cooperating with the FDEP's processes and procedures to support the FDEP's funding and implementation of contracts under the EDI Program and

execution of any documents required to effectuate RD/RA including access for RD/RA and Operation and Maintenance obligations, or otherwise comply with the Consent Decree or EDI or IPTF requirements.

c. Work Parties will use their best efforts to minimize the oversight costs of EPA.

12. **Institutional Controls.**
    a. Owners will comply with the Institutional Controls Implementation and Assurance Plan described in the SOW.
    b. Owners are otherwise solely responsible for implementing, maintaining, enforcing, and reporting on institutional controls on property that they own that is part of the Site.
13. **Operation and Maintenance of the OU2 Remedy.**
    a. It is the Participating Parties' understanding that FDEP will fund and conduct Operation and Maintenance (O&M) associated with the OU2 remedy.
    b. However, to the extent FDEP does not conduct O&M, each Owner will be responsible for the following:
        i. Landscaping, mowing, or maintaining any grass-covered or unpaved areas on their respective properties.
        ii. Inspecting paved areas on their respective properties and remediating, as necessary, potholes or cracks.
        iii. Maintaining in good condition the area around any flush mounted monitoring wells located on their respective properties.
    c. With respect to (i) Site-wide O&M costs, if any, and (ii) EPA's Five-Year Reviews at the Site or other EPA future response costs associated with operation and maintenance of the RA or otherwise, Non-Federal Generator PRPs and Federal Generator PRPs shall solely be responsible for conducting, or paying for, them, as the case may be, according to their Generator Site Shares. The Federal Generator PRPs' payment obligations in these respects are contained in the Consent Decree.
14. **Groundwater/OU3.**
    a. If Extended Plume Alternative 2, Groundwater Recovery and Treatment (**"GR&T"**) is required to be implemented, Owners will cooperate with EPA and FDEP to facilitate the implementation of this remedy by FDEP. If the GR&T is required, implementation of GR&T should represent completion of OU3. If it not required, that should mean that OU3 is a no-action remedy.
    b. In the latter event, EPA might seek a remedial investigation/feasibility study (**RI/FS**) for OU3 to document the selection of "No Action" as the remedy for OU3. If EPA requests an RI/FS, Participating Parties will cooperate with EPA to prepare one. Costs incurred for any such RI/FS will be paid by the Non-Federal and Federal Generator PRPs according to their Generator Site shares. The Federal Generator PRPs' payment obligations in this respect is contained in the Consent Decree.
15. **Protection of the Remedy.** Should any of Owners develop its property, the development will satisfy any requirements of EPA or FDEP or institutional controls or covenants required by the Consent Decree or an FDEP Site Rehabilitation Completion Order to protect the integrity of the ISS remedy and not contribute contaminants to the groundwater either during development or after development, whether from construction contractors, subcontractors, tenants, lessees, or any other person using the Owner's property.

16. **Access**. To the extent not already required by the IPTF Agreement or the OU2 Consent Decree, Owners shall provide access to the Site for implementation of the OU2 RD/RA and otherwise use their best efforts to ensure that access issues do not interfere with the timely implementation of RD/RA.
17. **Release**. Participating Parties waive, release, and hold harmless, each other from all claims, costs (including response costs in contribution or cost recovery), damages, expenses, attorneys' fees or losses in connection with, associated with or related in any way to the PPC Site or its past or future uses, except for those costs required to be paid under this Agreement or the OU1 or OU2 Consent Decrees or third-party tort claims. For the avoidance of doubt, it is intended that the only payments or obligations among the Participating Parties are those set forth in this Agreement, and each Participating Party covenants not to sue any other Participating for any claim other than one resulting from a breach of this Agreement.
18. **Enforcement**. If a Participating Party fails to make a payment required under this Agreement or otherwise fails to comply with any other obligation under this agreement, it shall be liable for all costs, including attorneys' fees, incurred by the remaining Participating Parties to enforce this agreement.
19. **Common Counsel**. Non-Federal Generator PRPs will retain SHB as initial common counsel to (a) establish and manage the PPC Trust Account; (b) to invoice and process payments to the PPC Trust Account; (c) facilitate contracting with a Remedial Design contractor if not already undertaken under the RD AOC; (d) provide coordination as needed among FDEP, EPA, the Remedial Design contractor, and the Participating Parties, (e) work with EPA to obtain payment for invoices of the Remedial Design contractor; (f) propose an organizational or governance structure for consideration by the Participating Parties and (g) accomplish such other tasks as may be needed to achieve the goals of this Agreement. Payment to SHB shall be made from the PPC Trust Account. At any point in time, should SHB decline continued representation or if non-Federal Generators wish to replace SHB, other counsel may be retained to replace SHB by a majority vote of the Participating Parties individually and not by allocation shares.
20. **Special Account**. Participating Parties will cooperate to encourage EPA to utilize the PPC Special Account funds to pay for response actions not otherwise covered by the IPTF Agreement or the OU2 Consent Decree.
21. **Contribution Protection**. Participating Parties acknowledge that the RD/RA Consent Decree will provide contribution protection to all signatories of the Consent Decree to the extent allowed by law.
22. **Notice.** All notices, reports, or other communications with a Party shall be sent to the representative designated by the Party beneath the Party's signature at the end of this Agreement. Each Party shall have the right to change its representative upon ten (10) days written notice to the other Parties. Notice may be provided by United States Mail, overnight delivery, hand delivery, facsimile, or electronic mail.
23. **Termination.** As to the Non-Federal Generator PRPs, this Agreement shall terminate upon the termination of the OU2 Consent Decree as to such Participating Parties.
24. **Amendments**. This Agreement may be amended only by unanimous agreement of the Participating Parties.
25. **Recitals**. The recitals set forth are incorporated into this Agreement.

26. **Non-Admissibility.** This Agreement is not admissible in any judicial, administrative, or other proceeding except one to enforce its terms.
27. **Persons Bound**. The obligations of any Party under this Agreement extend to the successors, assigns, heirs, transferees, or distributees of any Party.
28. **Severability.** If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.
29. **Entire Agreement.** This Agreement constitutes the entire understanding of the Participating Parties with respect to its subject matter and supersedes all prior agreements or understandings, whether oral or written, among or between Participating Parties, except for the agreement entered into by any Party to fulfill obligations in respect of OU1 until such obligations are completed by termination of the OU1 Consent Decree.
30. **Applicable Law.** For purposes of enforcement or interpretation of the provisions of the Agreement only, the Parties agree that the laws of the State of Florida shall be applicable, and further agree not to contest personal jurisdiction in the State Court of Florida located in Dade or Broward County, Florida or the United States District Court located in the Southern District of Florida with respect to litigation brought solely for enforcement or interpretation of the provisions of this Agreement.
31. **Separate Documents**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
32. **Nature of Agreement**. Nothing herein shall be deemed to create a partnership or joint venture and/or principal and agent relationship between or among the Participating Parties.

IN WITNESS WHEREOF, the Parties, which may be by and through their appointed counsel, enter into this Agreement as of the date first written above. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter in this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: ______________________________

Party: ______________________________

By: ______________________________
Name and Title ______________________________

Designated Representative For Receipt of Notice and Invoices:

Name: ______________________________

Address: ______________________________

Telephone Number: ______________________________

Facsimile Number: ______________________________

E-Mail Address: ______________________________

EXHIBITS

Exhibit A:	**List of Non-Federal Generator PRPs**
Exhibit B:	**Allocation for the Participating Parties**
Exhibit C:	**Generator PRPs Entitled to Seek De Minimis Settlement**
Exhibit D:	**OU1 Reallocation and Amounts Due**
Exhibit E:	**OU2 Reallocation and Amounts Due**
Exhibit F:	**Amounts Due for FMV Payment to PPWBC**
Exhibit G:	**Amounts due for contingent FMV Payment**

Exhibit A
List of Non-Federal Generator PRPs

Anthony Abraham Chevrolet
Avis Inc
Bill Ussery Motors
Bridgestone/Firestone
Broward County
Chevron/Bruning Paint
City of Miami
Cliff Berry Co
Coastal Fuels
Connor Brown Cadillac
CSX Transport
Ed Morse Chevrolet
Exxon/Mobil
Florida Power & Light
Ft. Lauderdale Lincoln Mercury
Goodyear
Greyhound
Hollywood Chrysler Plymouth
Hollywood Lincoln Mercury
Miami-Dade County
Miami Lincoln Mercury
Petroleum Products Corporation
Pompano Lincoln Mercury
Ryder Truck Rental
Safety Kleen
South Motors
Steve Moore/Benz Chevrolet
Tropical Chevrolet Inc
Wallace Ford/Truck

Exhibit B

PPC Settlement and Cooperation Agreement

Final Allocation for the Participating Parties

Participating Party	Gen. Vol.	Gen. %	Gen. Site Share	Site Share
United States Navy	7,573,415	57.75%	90.00%	51.98%
Dade County	1,199,885	9.15%	90.00%	8.23%
Greyhound	482,500	3.68%	90.00%	3.31%
United States Air Force	406,600	3.10%	90.00%	2.79%
Connor Brown Cadillac	383,000	2.92%	90.00%	2.63%
Florida Power & Light	364,775	2.78%	90.00%	2.50%
Safety Kleen	306,900	2.34%	90.00%	2.11%
Coastal Fuels	294,893	2.25%	90.00%	2.02%
United States Coast Guard	283,640	2.16%	90.00%	1.95%
Broward County	214,050	1.63%	90.00%	1.47%
CSX Transport	181,579	1.38%	90.00%	1.25%
Goodyear	171,101	1.30%	90.00%	1.17%
Ryder Truck Rental	148,954	1.14%	90.00%	1.02%
Bridgestone/Firestone	147,866	1.13%	90.00%	1.01%
Bill Ussery Motors	104,000	0.79%	90.00%	0.71%
Ed Morse Chevrolet	103,200	0.79%	90.00%	0.71%
Ft. Lauderdale Lincoln Mercury	91,900	0.70%	90.00%	0.63%
City of Miami	83,055	0.63%	90.00%	0.57%
Miami Lincoln Mercury	75,660	0.58%	90.00%	0.52%
Chevron/Bruning Paint	69,717	0.53%	90.00%	0.48%
Pompano Lincoln Mercury	60,075	0.46%	90.00%	0.41%
Anthony Abraham Chevrolet	60,000	0.46%	90.00%	0.41%
Hollywood Lincoln Mercury	58,200	0.44%	90.00%	0.40%
Tropical Chevrolet Inc	47,925	0.37%	90.00%	0.33%
Exxon/Mobil	47,160	0.36%	90.00%	0.32%
Cliff Berry Co	44,250	0.34%	90.00%	0.30%
Avis Inc	27,915	0.21%	90.00%	0.19%
Wallace Ford/Truck	25,130	0.19%	90.00%	0.17%
United States Defense Reutilization Marketing Service n/k/a Defense Logistics Agency within the Dept. of Defense	25,000	0.19%	90.00%	0.17%
South Motors	15,080	0.11%	90.00%	0.10%
Hollywood Chrysler Plymouth	8,880	0.07%	90.00%	0.06%
Steve Moore/Benz Chevrolet	7,600	0.06%	90.00%	0.05%
Pembroke Park Warehouses Building Company and Filmore Investors Corp.				8.00%
AON 31st LLC				1.00%
Park 31st Corp.				1.00%
Total Generator Volume	**13,113,905**	**100%**		**100%**

Exhibit C

PPC Settlement and Cooperation Agreement

Generator PRPs Entitled to Seek De Minimis Settlement

Potential De Minimis Settling Party	**Gen. Vol.**
Bill Ussery Motors	104,000
Ed Morse Chevrolet	103,200
Ft. Lauderdale Lincoln Mercury	91,900
City of Miami	83,055
Miami Lincoln Mercury	75,660
Chevron/Bruning Paint	69,717
Pompano Lincoln Mercury	60,075
Anthony Abraham Chevrolet	60,000
Hollywood Lincoln Mercury	58,200
Tropical Chevrolet Inc	47,925
Exxon/Mobil	47,160
Cliff Berry Co	44,250
Avis Inc	27,915
Wallace Ford/Truck	25,130
United States Defense Reutilization Marketing Service n/k/a Defense Logistics Agency within the Dept. of Defense	25,000
South Motors	15,080
Hollywood Chrysler Plymouth	8,880
Steve Moore/Benz Chevrolet	7,600

Exhibits D, E and F will be provided separately.

Exhibit D

Reallocation of OU1 Past Costs

Participating Party	*Generator Share*	*Site Share*	*Amount Paid*	*Total Past OU1 Costs*	*Reallocation (Site Share x Total Past OU1 Costs)*	*Amount Due (Reallocation minus Amount Paid)*	*PPW and AON Share from Prior Column*	*Reallocate PPW and AON Share (PPW and AON Share x Generator Share*	*Total Due (or Dollar Credit) (Reallocation of PPW and AON Share plus Amount Due)*
United States Navy	57.75%	51.98%	$994,637	$4,179,430	$2,172,298	$1,177,661	$184,179	$106,365	$1,284,026
Miami-Dade County	9.15%	8.23%	$434,211	$4,179,430	$ 344,165	$(90,046)	$184,179	$ 16,852	$ (73,194)
Greyhound	3.68%	3.31%	$227,343	$4,179,430	$ 138,396	$(88,946)	$184,179	$6,776	$ (82,170)
United States Air Force	3.10%	2.79%	$ 94,190	$4,179,430	$ 116,626	$ 22,436	$184,179	$5,711	$28,147
Connor Brown Cadillac	2.92%	2.63%	$202,690	$4,179,430	$ 109,857	$(92,834)	$184,179	$5,379	$ (87,455)
Florida Power & Light	2.78%	2.50%	$139,536	$4,179,430	$ 104,629	$(34,907)	$184,179	$5,123	$ (29,784)
Safety Kleen	2.34%	2.11%	$151,114	$4,179,430	$88,029	$(63,086)	$184,179	$4,310	$ (58,775)
Coastal Fuels	2.25%	2.02%	$169,710	$4,179,430	$84,585	$(85,125)	$184,179	$4,142	$ (80,983)
United States Coast Guard	2.16%	1.95%	$ 86,190	$4,179,430	$81,357	$(4,833)	$184,179	$3,984	$(849)
Broward County	1.63%	1.47%	$138,804	$4,179,430	$61,396	$(77,408)	$184,179	$3,006	$ (74,401)
CSX Transport	1.38%	1.25%	$119,593	$4,179,430	$52,083	$(67,510)	$184,179	$2,550	$ (64,960)

Participating Party	*Generator Share*	*Site Share*	*Amount Paid*	*Total Past OU1 Costs*	*Reallocation (Site Share x Total Past OU1 Costs)*	*Amount Due (Reallocation minus Amount Paid)*	*PPW and AON Share from Prior Column*	*Reallocate PPW and AON Share (PPW and AON Share x Generator Share*	*Total Due (or Dollar Credit) (Reallocation of PPW and AON Share plus Amount Due)*
Goodyear	1.30%	1.17%	$106,620	$4,179,430	$49,077	$(57,543)	$184,179	$2,403	$ (55,140)
Ryder Truck Rental	1.14%	1.02%	$ 98,349	$4,179,430	$42,725	$(55,624)	$184,179	$2,092	$ (53,532)
Bridgestone/Firestone	1.13%	1.01%	$110,046	$4,179,430	$42,413	$(67,633)	$184,179	$2,077	$ (65,556)
Bill Ussery Motors	0.79%	0.71%	$ 95,596	$4,179,430	$29,831	$(65,766)	$184,179	$1,461	$ (64,305)
Ed Morse Chevrolet	0.79%	0.71%	$ 91,389	$4,179,430	$29,601	$(61,788)	$184,179	$1,449	$ (60,338)
Ft. Lauderdale Lincoln Mercury	0.70%	0.63%	$ 53,731	$4,179,430	$26,360	$(27,371)	$184,179	$1,291	$ (26,081)
City of Miami	0.63%	0.57%	$ 59,685	$4,179,430	$23,823	$(35,862)	$184,179	$1,166	$ (34,695)
Miami Lincoln Mercury	0.58%	0.52%	$ 44,247	$4,179,430	$21,702	$(22,545)	$184,179	$1,063	$ (21,483)
Chevron/Bruning Paint	0.53%	0.48%	$ 55,892	$4,179,430	$19,997	$(35,895)	$184,179	$979	$ (34,915)
Pompano Lincoln Mercury	0.46%	0.41%	$ 35,136	$4,179,430	$17,231	$(17,905)	$184,179	$844	$ (17,061)
Anthony Abraham Chevrolet	0.46%	0.41%	$ 95,150	$4,179,430	$17,210	$(77,940)	$184,179	$843	$ (77,097)

Participating Party	*Generator Share*	*Site Share*	*Amount Paid*	*Total Past OU1 Costs*	*Reallocation (Site Share x Total Past OU1 Costs)*	*Amount Due (Reallocation minus Amount Paid)*	*PPW and AON Share from Prior Column*	*Reallocate PPW and AON Share (PPW and AON Share x Generator Share*	*Total Due (or Dollar Credit) (Reallocation of PPW and AON Share plus Amount Due)*
Hollywood Lincoln Mercury	0.44%	0.40%	$ 34,031	$4,179,430	$16,694	$(17,338)	$184,179	$817	$ (16,520)
Tropical Chevrolet Inc	0.37%	0.33%	$ 67,379	$4,179,430	$13,746	$(53,632)	$184,179	$673	$ (52,959)
Exxon/Mobil	0.36%	0.32%	$ 35,498	$4,179,430	$13,527	$(21,971)	$184,179	$662	$ (21,309)
Cliff Berry Co	0.34%	0.30%	$ 58,667	$4,179,430	$12,692	$(45,975)	$184,179	$621	$ (45,353)
Avis Inc	0.21%	0.19%	$ 48,521	$4,179,430	$8,007	$(40,514)	$184,179	$392	$ (40,122)
Wallace Ford/Truck	0.19%	0.17%	$6,935	$4,179,430	$7,208	$273	$184,179	$353	$626
United States Defense Reutilization Marketing Service (n/k/a Defense Logistics Agency within the Dept. of Defense)	0.19%	0.17%	$ 34,133	$4,179,430	$7,171	$(26,963)	$184,179	$351	$ (26,611)
South Motors	0.11%	0.10%	$ 18,952	$4,179,430	$4,325	$(14,626)	$184,179	$212	$ (14,414)
Hollywood Chrysler Plymouth	0.07%	0.06%	$ 11,261	$4,179,430	$2,547	$ (8,714)	$184,179	$125	$(8,589)

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Participating Party	*Generator Share*	*Site Share*	*Amount Paid*	*Total Past OU1 Costs*	*Reallocation (Site Share x Total Past OU1 Costs)*	*Amount Due (Reallocation minus Amount Paid)*	*PPW and AON Share from Prior Column*	*Reallocate PPW and AON Share (PPW and AON Share x Generator Share*	*Total Due (or Dollar Credit) (Reallocation of PPW and AON Share plus Amount Due)*
Steve Moore/Benz Chevrolet	0.06%	0.05%	$ 68,227	$4,179,430	$2,180	$(66,047)	$184,179	$107	$ (65,940)
Pembroke Park Warehouses Building Company and Filmore Investors Corp.	0.00%	8%	$191,970	$4,179,430	$ 334,354	**$142,384**			
Park 31st Corp	0.00%	1%	$-	$4,179,430	$41,794	$ 41,794			$41,794
AON 31st LLC	0.00%	1%	$-	$4,179,430	$41,794	**$ 41,794**			

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Exhibit E

Reallocation of OU2 Past Costs

Participating Party	*Generator Share*	*Site Share*	*Amount Paid on OU2*	*OU2 Past Costs*	*Reallocation of OU2 Past Costs*	*Amount Due*	*PPW and AON OU2 Costs*	*Reallocation of PPW and AON OU2 Costs*	*Amount Due or Dollar Credit for OU2*	*OU1 Amount Due or Dollar Credits*	*Total OU1 and OU2 Amount Due or Dollar Credits*
United States Navy	57.75%	51.98%	$0	$491,066	$255,236	$255,236	$44,196	$25,524	$280,760	$ 1,284,026	$1,564,785
Miami-Dade County	9.15%	8.23%	$123,709	$491,066	$40,438	-$83,271	$44,196	$4,044	$(79,227)	$ (73,194)	$(152,421)
Greyhound	3.68%	3.31%	$49,743	$491,066	$16,261	-$33,482	$44,196	$1,626	$(31,856)	$ (82,170)	$(114,026)
United States Air Force	3.10%	2.79%	$0	$491,066	$13,703	$13,703	$44,196	$1,370	$15,073	$28,147	$43,220
Connor Brown Cadillac	2.92%	2.63%	$39,489	$491,066	$12,908	-$26,581	$44,196	$1,291	$(25,291)	$ (87,455)	$(112,745)
Florida Power & Light	2.78%	2.50%	$37,614	$491,066	$12,293	-$25,320	$44,196	$1,229	$(24,091)	$ (29,784)	$(53,875)
Safety Kleen	2.34%	2.11%	$31,641	$491,066	$10,343	-$21,298	$44,196	$1,034	$(20,264)	$ (58,775)	$(79,039)
Coastal Fuels	2.25%	2.02%	$30,402	$491,066	$9,938	-$20,464	$44,196	$ 994	$(19,470)	$ (80,983)	$(100,453)
United States Coast Guard	2.16%	1.95%	$0	$491,066	$9,559	$9,559	$44,196	$ 956	$10,515	$(849)	$9,666
Broward County	1.63%	1.47%	$22,070	$491,066	$7,214	-$14,856	$44,196	$ 721	$(14,135)	$ (74,401)	$(88,536)
CSX Transport	1.38%	1.25%	$18,720	$491,066	$6,120	-$12,600	$44,196	$ 612	$(11,988)	$ (64,960)	$(76,948)
Goodyear	1.30%	1.17%	$17,638	$491,066	$5,766	-$11,872	$44,196	$ 577	$(11,295)	$ (55,140)	$(66,435)
Ryder Truck Rental	1.14%	1.02%	$15,357	$491,066	$5,020	-$10,337	$44,196	$ 502	$(9,835)	$ (53,532)	$(63,366)
Bridgestone/Firestone	1.13%	1.01%	$15,246	$491,066	$4,983	-$10,263	$44,196	$ 498	$(9,764)	$ (65,556)	$(75,321)

Participating Party	Generator Share	Site Share	Amount Paid on OU2	OU2 Past Costs	Reallocation of OU2 Past Costs	Amount Due	PPW and AON OU2 Costs	Reallocation of PPW and AON OU2 Costs	Amount Due or Dollar Credit for OU2	OU1 Amount Due or Dollar Credits	Total OU1 and OU2 Amount Due or Dollar Credits
Bill Ussery Motors	0.79%	0.71%	$10,718	$491,066	$3,505	-$7,213	$44,196	$ 350	$(6,863)	$ (64,305)	$(71,168)
Ed Morse Chevrolet	0.79%	0.71%	$10,642	$491,066	$3,478	-$7,164	$44,196	$ 348	$(6,816)	$ (60,338)	$(67,154)
Ft. Lauderdale Lincoln Mercury	0.70%	0.63%	$9,472	$491,066	$3,097	-$6,375	$44,196	$ 310	$(6,065)	$ (26,081)	$(32,146)
City of Miami	0.63%	0.57%	$8,567	$491,066	$2,799	-$5,768	$44,196	$ 280	$(5,488)	$ (34,695)	$(40,183)
Miami Lincoln Mercury	0.58%	0.52%	$7,802	$491,066	$2,550	-$5,252	$44,196	$ 255	$(4,997)	$ (21,483)	$(26,479)
Chevron/Bruning Paint	0.53%	0.48%	$7,187	$491,066	$2,350	-$4,838	$44,196	$ 235	$(4,603)	$ (34,915)	$(39,518)
Pompano Lincoln Mercury	0.46%	0.41%	$6,196	$491,066	$2,025	-$4,171	$44,196	$ 202	$(3,969)	$ (17,061)	$(21,029)
Anthony Abraham Chevrolet	0.46%	0.41%	$6,189	$491,066	$2,022	-$4,167	$44,196	$ 202	$(3,965)	$ (77,097)	$(81,062)
Hollywood Lincoln Mercury	0.44%	0.40%	$6,000	$491,066	$1,961	-$4,038	$44,196	$ 196	$(3,842)	$ (16,520)	$(20,362)
Tropical Chevrolet Inc	0.37%	0.33%	$2,953	$491,066	$1,615	-$1,338	$44,196	$ 162	$(1,176)	$ (52,959)	$(54,135)
Exxon/Mobil	0.36%	0.32%	$4,862	$491,066	$1,589	-$3,272	$44,196	$ 159	$(3,113)	$ (21,309)	$(24,422)
Cliff Berry Co	0.34%	0.30%	$4,560	$491,066	$1,491	-$3,068	$44,196	$ 149	$(2,919)	$ (45,353)	$(48,272)
Avis Inc	0.21%	0.19%	$0	$491,066	$941	$941	$44,196	$94	$1,035	$ (40,122)	$(39,088)
Wallace Ford/Truck	0.19%	0.17%	$2,590	$491,066	$847	-$1,743	$44,196	$85	$(1,658)	$626	$(1,032)

Participating Party	*Generator Share*	*Site Share*	*Amount Paid on OU2*	*OU2 Past Costs*	*Reallocation of OU2 Past Costs*	*Amount Due*	*PPW and AON OU2 Costs*	*Reallocation of PPW and AON OU2 Costs*	*Amount Due or Dollar Credit for OU2*	*OU1 Amount Due or Dollar Credits*	*Total OU1 and OU2 Amount Due or Dollar Credits*
United States Defense Reutilization Marketing Service (n/k/a Defense Logistics Agency within the Dept. of Defense)	0.19%	0.17%	$0	$491,066	$843	$843	$44,196	$84	$ 927	$ (26,611)	$(25,685)
South Motors	0.11%	0.10%	$0	$491,066	$508	$508	$44,196	$51	$ 559	$ (14,414)	$(13,855)
Hollywood Chrysler Plymouth	0.07%	0.06%	$918	$491,066	$299	-$619	$44,196	$30	$ (589)	$(8,589)	$(9,178)
Steve Moore/Benz Chevrolet	0.06%	0.05%	$782	$491,066	$256	-$526	$44,196	$26	$ (500)	$ (65,940)	$(66,440)
Pembroke Park Warehouses Building Company and Filmore Investors Corp.	0.00%	8%	$0	$491,066	$39,285	$39,285	$44,196		$0		$0
Park 31st Corp	0.00%	1%	$0	$491,066	$4,911	$4,911	$44,196		$4,911	$41,794	$46,705
AON 31st LLC	0.00%	1%	$0	$491,066	$4,911	$4,911	$44,196		$0		$0
TOTALS	100%	100%	$491,066		$491,066				$0	$0	$ 0

Exhibit F

FMV Payment to PPW

Participating Party	Generator Share	Site Share	FMV PPW	Share of FMV PPW	PPW and AON Share	Amount Due of Reallocated Share	Total Amount Due on FMV PPW	Prior Amount Due or Dollar Credit	Total Amount Due for OU1, OU2 and FMV PPW
United States Navy	57.75%	51.98%	$6,460,000	$3,357,645	$581,400	$335,764	$ 3,693,409	$ 1,564,785	$5,258,195
Miami-Dade County	9.15%	8.23%	$6,460,000	$531,964	$581,400	$53,196	$585,161	$(152,421)	$432,740
Greyhound	3.68%	3.31%	$6,460,000	$213,915	$581,400	$21,391	$235,306	$(114,026)	$121,280
United States Air Force	3.10%	2.79%	$6,460,000	$180,265	$581,400	$18,026	$198,291	$ 43,220	$241,511
Connor Brown Cadillac	2.92%	2.63%	$6,460,000	$169,802	$581,400	$16,980	$186,782	$(112,745)	$74,036
Florida Power & Light	2.78%	2.50%	$6,460,000	$161,722	$581,400	$16,172	$177,894	$(53,875)	$124,019
Safety Kleen	2.34%	2.11%	$6,460,000	$136,063	$581,400	$13,606	$149,669	$(79,039)	$70,630
Coastal Fuels	2.25%	2.02%	$6,460,000	$130,740	$581,400	$13,074	$143,814	$(100,453)	$43,360
United States Coast Guard	2.16%	1.95%	$6,460,000	$125,751	$581,400	$12,575	$138,326	$9,666	$147,992
Broward County	1.63%	1.47%	$6,460,000	$ 94,898	$581,400	$ 9,490	$104,388	$(88,536)	$15,852
CSX Transport	1.38%	1.25%	$6,460,000	$ 80,502	$581,400	$ 8,050	$ 88,553	$(76,948)	$11,604
Goodyear	1.30%	1.17%	$6,460,000	$ 75,857	$581,400	$ 7,586	$ 83,443	$(66,435)	$17,008
Ryder Truck Rental	1.14%	1.02%	$6,460,000	$ 66,038	$581,400	$ 6,604	$ 72,642	$(63,366)	$ 9,276
Bridgestone/Firestone	1.13%	1.01%	$6,460,000	$ 65,556	$581,400	$ 6,556	$ 72,111	$(75,321)	$(3,209)
Bill Ussery Motors	0.79%	0.71%	$6,460,000	$ 46,108	$581,400	$ 4,611	$ 50,719	$(71,168)	$(20,449)
Ed Morse Chevrolet	0.79%	0.71%	$6,460,000	$ 45,753	$581,400	$ 4,575	$ 50,329	$(67,154)	$(16,826)
Ft. Lauderdale Lincoln Mercury	0.70%	0.63%	$6,460,000	$ 40,744	$581,400	$ 4,074	$ 44,818	$(32,146)	$12,672

Participating Party	Generator Share	Site Share	FMV PPW	Share of FMV PPW	PPW and AON Share	Amount Due of Reallocated Share	Total Amount Due on FMV PPW	Prior Amount Due or Dollar Credit	Total Amount Due for OU1, OU2 and FMV PPW
City of Miami	0.63%	0.57%	$6,460,000	$ 36,822	$581,400	$ 3,682	$ 40,504	$(40,183)	$321
Miami Lincoln Mercury	0.58%	0.52%	$6,460,000	$ 33,544	$581,400	$ 3,354	$ 36,898	$(26,479)	$10,418
Chevron/Bruning Paint	0.53%	0.48%	$6,460,000	$ 30,909	$581,400	$ 3,091	$ 34,000	$(39,518)	$(5,519)
Pompano Lincoln Mercury	0.46%	0.41%	$6,460,000	$ 26,634	$581,400	$ 2,663	$ 29,297	$(21,029)	$ 8,268
Anthony Abraham Chevrolet	0.46%	0.41%	$6,460,000	$ 26,601	$581,400	$ 2,660	$ 29,261	$(81,062)	$(51,801)
Hollywood Lincoln Mercury	0.44%	0.40%	$6,460,000	$ 25,803	$581,400	$ 2,580	$ 28,383	$(20,362)	$ 8,021
Tropical Chevrolet Inc	0.37%	0.33%	$6,460,000	$ 21,247	$581,400	$ 2,125	$ 23,372	$(54,135)	$(30,763)
Exxon/Mobil	0.36%	0.32%	$6,460,000	$ 20,908	$581,400	$ 2,091	$ 22,999	$(24,422)	$(1,423)
Cliff Berry Co	0.34%	0.30%	$6,460,000	$ 19,618	$581,400	$ 1,962	$ 21,580	$(48,272)	$(26,693)
Avis Inc	0.21%	0.19%	$6,460,000	$ 12,376	$581,400	$ 1,238	$ 13,614	$(39,088)	$(25,474)
Wallace Ford/Truck	0.19%	0.17%	$6,460,000	$ 11,141	$581,400	$ 1,114	$ 12,255	$ (1,032)	$11,224
United States Defense Reutilization Marketing Service (n/k/a Defense Logistics Agency within the Dept. of Defense)	0.19%	0.17%	$6,460,000	$ 11,084	$581,400	$ 1,108	$ 12,192	$(25,685)	$(13,493)
South Motors	0.11%	0.10%	$6,460,000	$6,686	$581,400	$669	$ 7,354	$(13,855)	$(6,501)
Hollywood Chrysler Plymouth	0.07%	0.06%	$6,460,000	$3,937	$581,400	$394	$ 4,331	$ (9,178)	$(4,848)
Steve Moore/Benz Chevrolet	0.06%	0.05%	$6,460,000	$3,369	$581,400	$337	$ 3,706	$(66,440)	$(62,734)

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Participating Party	Generator Share	Site Share	FMV PPW	Share of FMV PPW	PPW and AON Share	Amount Due of Reallocated Share	Total Amount Due on FMV PPW	Prior Amount Due or Dollar Credit	Total Amount Due for OU1, OU2 and FMV PPW
Pembroke Park Warehouses Building Company and Filmore Investors Corp.	0.00%	8%	$6,460,000	$516,800	$581,400	$0		$ 0	$0
Park 31st Corp	0.00%	1%	$6,460,000	$ 64,600	$581,400	$0	$ 64,600	$ 46,705	$111,305
AON 31st LLC	0.00%	1%	$6,460,000	$ 64,600	$581,400	$0		$ 0	$0
TOTALS	100%	100%				$581,400	$6,460,000	$0	$6,460,000

Exhibit G

Contingent FMV Payment to AON

Participating Parties	*Generator Share*	*Site Share*	*FMV AON*	*Share of FMV AON*	*PPW and AON Share*	*Reallocate PPW and AON Share*	*Total FMV Amount Due on AON FMV*	*Total Amount of OU1, OU2 and PPW FMV*	*Total Amount Due for OU1, OU2, PPW FMV and AON FMV*
United States Navy	57.75%	51.98%	$2,980,000	$ 1,548,883	$268,200	$154,888	$ 1,703,771	$ 5,258,195	$ 6,961,965
Miami-Dade County	9.15%	8.23%	$2,980,000	$ 245,395	$268,200	$ 24,540	$ 269,935	$ 432,740	$ 702,675
Greyhound	3.68%	3.31%	$2,980,000	$98,679	$268,200	$9,868	$ 108,547	$ 121,280	$ 229,827
Uni tedStates Ai rForce	3.10%	2.79%	$2,980,000	$83,156	$268,200	$8,316	$91,472	$ 241,511	$ 332,983
Connor Brown Cadill ac	2.92%	2.63%	$2,980,000	$78,330	$268,200	$7,833	$86,162	$74,036	$ 160,199
Flori daPower & Light	2.78%	2.50%	$2,980,000	$74,602	$268,200	$7,460	$82,062	$ 124,019	$ 206,082
Safety Kl een	2.34%	2.11%	$2,980,000	$62,766	$268,200	$6,277	$69,042	$70,630	$ 139,673
Coastal Fuels	2.25%	2.02%	$2,980,000	$60,310	$268,200	$6,031	$66,341	$43,360	$ 109,701
United States Coast Guard	2.16%	1.95%	$2,980,000	$58,009	$268,200	$5,801	$63,810	$ 147,992	$ 211,802
Broward County	1.63%	1.47%	$2,980,000	$43,777	$268,200	$4,378	$48,154	$15,852	$ 64,006
CSX Transport	1.38%	1.25%	$2,980,000	$37,136	$268,200	$3,714	$40,849	$11,604	$ 52,453
Goodyear	1.30%	1.17%	$2,980,000	$34,993	$268,200	$3,499	$38,492	$17,008	$ 55,500
Ryder Truck Rental	1.14%	1.02%	$2,980,000	$30,463	$268,200	$3,046	$33,510	$ 9,276	$ 42,785
Bri dgestone/Firestone	1.13%	1.01%	$2,980,000	$30,241	$268,200	$3,024	$33,265	$(3,209)	$ 30,056
Bill Ussery Motors	0.79%	0.71%	$2,980,000	$21,270	$268,200	$2,127	$23,397	$ (20,449)	$2,947
Ed Morse Chevrolet	0.79%	0.71%	$2,980,000	$21,106	$268,200	$2,111	$23,217	$ (16,826)	$6,391
Ft. Lauderdale Lincoln Mercury	0.70%	0.63%	$2,980,000	$18,795	$268,200	$1,879	$20,674	$12,672	$ 33,346

Participating Parties	*Generator Share*	*Site Share*	*FMV AON*	*Share of FMV AON*	*PPW and AON Share*	*Reallocate PPW and AON Share*	*Total FMV Amount Due on AON FMV*	*Total Amount of OU1, OU2 and PPW FMV*	*Total Amount Due for OU1, OU2, PPW FMV and AON FMV*
City of Miami	0.63%	0.57%	$2,980,000	$16,986	$268,200	$1,699	$18,685	$ 321	$ 19,006
Miami Lincoln Mercury	0.58%	0.52%	$2,980,000	$15,474	$268,200	$1,547	$17,021	$10,418	$ 27,439
Chevron/Bruning Paint	0.53%	0.48%	$2,980,000	$14,258	$268,200	$1,426	$15,684	$(5,519)	$ 10,165
Pompano Lincoln Mercury	0.46%	0.41%	$2,980,000	$12,286	$268,200	$1,229	$13,515	$ 8,268	$ 21,783
Anthony Abraham Chevrolet	0.46%	0.41%	$2,980,000	$12,271	$268,200	$1,227	$13,498	$ (51,801)	$ (38,303)
Hollywood Lincoln Mercury	0.44%	0.40%	$2,980,000	$11,903	$268,200	$1,190	$13,093	$ 8,021	$ 21,114
Tropical Chevrolet Inc	0.37%	0.33%	$2,980,000	$ 9,801	$268,200	$980	$10,782	$ (30,763)	$ (19,982)
Exxon/Mobil	0.36%	0.32%	$2,980,000	$ 9,645	$268,200	$964	$10,609	$(1,423)	$9,186
Cliff Berry Co	0.34%	0.30%	$2,980,000	$ 9,050	$268,200	$905	$9,955	$ (26,693)	$ (16,738)
Avis Inc	0.21%	0.19%	$2,980,000	$ 5,709	$268,200	$571	$6,280	$ (25,474)	$ (19,194)
Wallace Ford/Truck	0.19%	0.17%	$2,980,000	$ 5,139	$268,200	$514	$5,653	$11,224	$ 16,877
United States Defense Reutilization Marketing Service (n/k/a Defense Logistics Agency within the Dept. of Defense)	0.19%	0.17%	$2,980,000	$ 5,113	$268,200	$511	$5,624	$ (13,493)	$ (7,868)
South Motors	0.11%	0.10%	$2,980,000	$ 3,084	$268,200	$308	$3,393	$(6,501)	$ (3,109)
Hollywood Chrysler Plymouth	0.07%	0.06%	$2,980,000	$ 1,816	$268,200	$182	$1,998	$(4,848)	$ (2,850)
Steve Moore/Benz Chevrolet	0.06%	0.05%	$2,980,000	$ 1,554	$268,200	$155	$1,710	$ (62,734)	$ (61,024)

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Participating Parties	*Generator Share*	*Site Share*	*FMV AON*	*Share of FMV AON*	*PPW and AON Share*	*Reallocate PPW and AON Share*	*Total FMV Amount Due on AON FMV*	*Total Amount of OU1, OU2 and PPW FMV*	*Total Amount Due for OU1, OU2, PPW FMV and AON FMV*
Pembroke Park Warehouses Building Company and Filmore Investors Corp.	0.00%	8%	$2,980,000	$ 238,400	$268,200	$0		$ 0	$0
Park 31st Corp	0.00%	1%	$2,980,000	$29,800	$268,200	$0	$29,800	$ 111,305	$ 141,105
AON 31st LLC	0.00%	1%	$2,980,000	$29,800	$268,200	$0		$ 0	$0
TOTALS	100%	100%		$2,980,000		$268,200	$2,980,000	$0	$9,440,000