

WHEREAS, ABB and CE have an interest in the resolution of the Westinghouse litigation and in the adoption of this Agreement;

WHEREAS, the Parties' claims and interests relate to a former nuclear fuel development and processing plant at 3300 State Road P, Hematite, Missouri ("the Site");

WHEREAS, the Parties each deny that they are liable under CERCLA;

WHEREAS, the Parties desire to enter into this Agreement to have a full and final resolution of all claims for Covered Matters that were or now could be asserted by Westinghouse against the United States in connection with the Site, and to avoid the complication and expense of further litigation of such claims;

WHEREAS, the Parties agree, and the Court finds, that this Agreement is fair, reasonable, lawful and in the public interest; and

WHEREAS, the Parties enter into this Agreement without an admission by any Party as to liability or any other remaining issue of fact or law arising from occurrences or transactions pertaining to the Site;

NOW THEREFORE, it is ORDERED, ADJUDGED AND DECREED THAT:

1. The Parties. The Parties to this Agreement are Westinghouse, ABB, CE, and the United States.

2. Third-Party Beneficiaries. Except as specifically provided herein, this Agreement does not extend to, or inure to, the benefit of any party, person, or entity, other than Westinghouse, ABB, CE and the United States, and nothing in this Agreement shall be construed to make any other person or entity not executing this Agreement a third-party beneficiary of this Agreement.

3. Jurisdiction. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331 and 42 U.S.C. § 9613(b). This Court also has personal jurisdiction over the Interested Parties, each of which submits to the Court's jurisdiction for the purpose of this Agreement only.

4. Effective Date. The Effective Date of this Agreement shall be the date on which this Agreement is approved by the Court.

5. Definitions. Unless otherwise expressly provided herein, terms used in this Agreement which are defined in CERCLA or its implementing regulations shall have the meaning assigned to them in CERCLA or its implementing regulations. Whenever the terms listed below are used in this Agreement, the following definitions shall apply.

a. "ABB" shall mean ABB Holdings, Inc., as well as its employees, officers, directors, predecessors, successors, assigns, affiliates, parent companies, subsidiaries, and all related entities.

b. "Affiliated Contractor" shall mean any business entity that serves as a subcontractor to Westinghouse under any of Westinghouse's Federal Contracts, or as a prime contractor for Federal Contracts under which Westinghouse serves as a subcontractor.

c. "CE" shall mean Combustion Engineering, Inc., as well as its employees, officers, directors, predecessors, successors, assigns, affiliates, parent companies, subsidiaries, and all related entities.

d. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675.

e. “Complaint” shall mean the Second Amended Complaint filed by Westinghouse in this matter on or about December 20, 2004.

f. “Covered Matters” shall mean any claims, liabilities, costs or penalties of whatever nature or kind, past, present, or future, known or unknown, contingent or accrued and arising under any theory of recovery associated with or arising out of the Environmental Remediation, including state or federal oversight costs, at the Site or any contamination emanating therefrom. Covered Matters do not include costs in connection with: third-party personal injury claims; third-party claims for damage to, diminution of value of, and/or loss of use of, real property; third-party toxic tort claims; claims for natural resources damages pursuant to 42 U.S.C. § 9607(a)(4)(C) and/or any state law that provides for the same remedies set forth in 42 U.S.C. § 9607(a)(4)(C); or claims related to off-site properties where material from the Site came to be located through any means other than migration from the Site, except that Covered Matters do include claims relating to the Environmental Remediation, including state or federal oversight costs, related to material from the Site that came to be located at, on, or under properties adjoining the Site and that are located within 1,000 feet of the boundary of the properties that comprise the Site. For purposes of this subparagraph, the phrase “damage to ... real property” shall not include claims relating to the Environmental Remediation, including state or federal oversight costs, related to material from the Site that came to be located at, on, or under properties adjoining the Site. “Covered Matters” do not include the claims that have been expressly reserved pursuant to Paragraphs 11 and 13 below.

g. “Day” shall mean a calendar day. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or Federal holiday, the

period shall run until the close of business of the next day that is not a Saturday, Sunday, or Federal holiday.

h. “DOE” shall mean the United States Department of Energy

i. “DOE Category I/II Quantities” shall mean Special Nuclear Material in the following quantities: 1 kg or more of U²³⁵ that is “Pure Products” and “Attractiveness Level B” described in Table I-4 of DOE Manual 470.4-6, “Nuclear Material Control And Accountability”; (b) 6 kg or more of U²³⁵ that is “High-Grade Materials” and “Attractiveness Level C” described in Table I-4 of DOE Manual 470.4-6, “Nuclear Material Control and Accountability.

j. “Double Recovery” shall mean: (i) any Third-Party Reimbursement of any of the money being paid by the United States pursuant to this Agreement; and (ii) any compensation of any kind for Resolved Costs other than the money being paid pursuant to this Agreement, provided by the United States to Westinghouse or its Affiliated Contractors, including but not limited to, direct payments, Federal Contract payments or credits, and the compromise of any claims, causes of action, suits, or demands of any kind whatsoever in law or in equity for Resolved Costs, whether asserted against the United States or other persons or entities.

k. “Environmental Remediation” shall mean any action taken by any person or entity, whether voluntary or due to threat of enforcement action or lawsuit, to investigate and/or respond to a release or threat of release of pollutants, contaminants, solid wastes, hazardous wastes, and Hazardous Substances, or to settle liability for such release or threat of release, under CERCLA, or any other federal, state, or local environmental cleanup authority.

l. “Federal Contract” shall mean any contract or agreement between Westinghouse and a department, agency, or instrumentality of the United States.

m. “Hazardous Substances” shall mean any hazardous substance within the meaning of 42 U.S.C. §§ 9601(14) or 40 C.F.R. Part 300, App. A § 1.1 (hazardous substance), any pollutant or contaminant within the meaning of 42 U.S.C. § 9601(33), radioactive substances as defined in 40 C.F.R. Part 300, App. A § 1.1. (radioactive substance) and petroleum, including crude oil or any fraction thereof, natural gas, liquefied gas, natural gas, or synthetic gas.

n. “NGDs” shall mean the defendants Mallinckrodt Inc., United Nuclear Corporation, Chevron U.S.A, Inc., and Valley Pines Associates as defined in the Second Amended Complaint, as well as their employees, officers, directors, predecessors, successors, assigns, affiliates, parent companies, subsidiaries, and all related entities.

o. “NNSA” shall mean the National Nuclear Security Administration of the Department of Energy.

p. “Potentially Recoverable SNM” shall mean: (1) Special Nuclear Material in DOE Category I/II Quantities, or (2) 5 kg or more of Special Nuclear Material that is not in DOE Category I/II Quantities, but which is in pure product (e.g. ingots, metals and directly convertible materials) or high grade (e.g. carbides, oxides, alloys and pellets) forms.

q. “Potentially Recoverable SNM Response Costs” means Response Costs that: (i) arise out of the presence, release, or threatened release of any Potentially Recoverable SNM at the Site; and (ii) are incurred by Westinghouse following a failure by DOE/NNSA to remove or accept Potentially Recoverable SNM within the agreed-upon time frames set forth in Paragraph 13(b) or under the terms and conditions expressed in Paragraph 13(c). Potentially

Recoverable SNM Response Costs do not include any costs associated with the release or threatened release of Potentially Recoverable SNM unless Westinghouse has followed the agreed-upon procedures for characterizing and preparing for shipment the Potentially Recoverable SNM and otherwise met the conditions for removal or acceptance of Potentially Recoverable SNM from the Site as agreed upon in Paragraph 13(b) or (c).

r. “Resolved Costs” shall mean any past, present or future costs, expenses, liabilities, or obligations of any kind by any person or entity, including third persons and the State, to address Covered Matters, including but not limited to, direct and indirect costs of performing Environmental Remediation.

s. “Response Costs” shall mean “costs of removal or remedial action” within the meaning of CERCLA section 107(a)(4)(A), 42 U.S.C. § 9607(a)(4)(A), and “necessary costs of response” within the meaning of CERCLA section 107(a)(4)(B), 42 U.S.C. § 9607(a)(4)(B).

t. “Site” shall mean the nuclear fuel development and processing plant at 3300 State Road P, Hematite, Missouri, which is described in Paragraph 10 of the Complaint, and is approximately 228 acres in size.

u. “Special Nuclear Material or SNM” shall, for purposes of this agreement, mean special nuclear material (as defined by Title I of the Atomic Energy Act of 1954) in which the U²³⁵ isotope is enriched to twenty percent or greater.

v. “State” shall mean the State of Missouri.

w. “Third-Party Reimbursement” shall mean any payment of, or consideration for, Resolved Costs that Westinghouse or an Affiliated Contractor receives from any person or entity other than the United States, including but not limited to, direct payments,

insurance or contract recoveries, the discharge of any debt or obligation, or the satisfaction of any claim, causes of action, suits, or demands of any kind whatsoever in law or in equity.

x. “The United States” shall mean the United States of America and all of its departments, agencies, and instrumentalities (including but not limited to the DOE and Nuclear Regulatory Commission (“NRC”), and their officers, directors, employees and agents.

y. “Westinghouse” or “Plaintiff” shall mean the Plaintiff identified in Paragraph 1 of the Second Amended Complaint, as well as Westinghouse’s employees, officers, directors, predecessors, successors, assigns, affiliates, parent companies, subsidiaries, and all related entities.

6. Release and Covenant Not to Sue by Westinghouse, ABB, and CE.

Upon entry of this Order by the Court, Westinghouse, ABB and CE hereby release and covenant not to sue the United States and release, surrender, and forever discharge any and all claims or causes of action, in law or in equity, whether known or unknown, against the United States based on CERCLA or any other federal law, state law or common law for Covered Matters for the Site, other than as specifically provided in this Agreement or claims to enforce the terms of this Agreement. Westinghouse, ABB, and CE further covenant not to sue any other person or entity for contribution or recovery of any nature with respect to Covered Matters for the Site. Nothing in this Agreement shall prevent Westinghouse from bringing a claim not related to the Westinghouse Litigation against any other party, including but not limited to one of its contractors, based on the contractor’s activities or conduct at the Hematite Facility. In addition, Westinghouse and ABB retain all rights to resolve disputes between themselves under the Purchase Agreement Between ABB HANDELS-UND VERWALTUNGS AG, as Seller and

BRITISH NUCLEAR FUELS plc, as Purchaser dated December 21, 1999, including the right to initiate, pursue, and defend claims between each other under that agreement.

7. Indemnification by Westinghouse.

Westinghouse further agrees to indemnify and hold harmless the United States against any and all past and future claims asserted against the United States by any other entity with respect to Covered Matters regarding the Site, including, but not limited to, the cross-claims asserted against the United States in this civil action by the NGDs, and any claims that might be asserted against the United States by the State of Missouri. In the event that the United States initiates a contribution action to recover all or part of the money to be paid pursuant to Paragraph 10, Westinghouse will have no obligation to indemnify the United States for any claims related to such litigation that are brought either as a counterclaim in the contribution litigation initiated by the United States or brought in a separate action filed subsequent to the contribution litigation initiated by the United States.

8. Westinghouse's Warranty Against Double Recovery.

Westinghouse hereby warrants that it has not sought or received, and shall not in the future seek or receive, any Double Recovery, whether through Third-Party Reimbursement, any Federal Contract, or any claim, cause of action, suit, or demand of any kind whatsoever in law or in equity against the United States or any other persons or entities. If Westinghouse becomes aware of or is offered any such reimbursement or other benefit, it shall promptly give notice of the terms of this Agreement to the individual, agency or other entity that is offering or has provided such reimbursement or other benefit, and shall simultaneously notify the United States at the following address:

Chief, Environmental Defense Section
United States Department of Justice
Environment & Natural Resources Division
P.O. Box 23986
Washington, D.C. 20026-3986

a. Based upon its knowledge and belief, and subject to the penalties of the False Claims Act, 31 U.S.C. § 3729 *et seq.*, and other applicable law, Westinghouse hereby warrants to the United States that, other than the money paid by the United States pursuant to this Agreement, it has neither sought nor received from the United States compensation for any Resolved Costs, nor will it seek or receive in the future, further compensation for Resolved Costs or reimbursement from the United States of any costs paid or to be paid by the United States pursuant to this Agreement. Westinghouse further agrees, with regard to any Federal Contracts, including any final billing, final contract cost proposal, or final overhead rate proposal, that:

(i) Resolved Costs shall be deemed to be “mutually agreed to be unallowable” costs and thus excluded from any billing, claim, or proposal applicable to any Federal Contracts, including, but not limited to, any final billing, final contract cost proposal, or final overhead rate proposal.

(ii) Westinghouse shall not claim or receive Resolved Costs as allowable direct or indirect costs pursuant to any Federal Contract;

(iii) Westinghouse shall not claim or receive Resolved Costs pursuant to any indemnification or hold-harmless provision in any Federal Contract;

(iv) Any costs rendered unallowable by this Agreement, if included by Westinghouse in any billing, claim or proposal applicable to any Federal Contract, shall be

deemed to be costs that have been “determined to be unallowable” and therefore subject to penalties within the meaning of FAR 42.7-9-1, clause 52.242-3, and related provisions.

(v) Westinghouse shall provide a complete copy of this Agreement to the cognizant contracting officials of the United States, Affiliated Contractors, and corporate officers and individuals having responsibility for Westinghouse’s Federal Contracts.

b. In the event Westinghouse receives a Double Recovery, within 90 days thereafter Westinghouse shall repay the United States dollar-for-dollar in the amount of the Double Recovery. Such amount shall accrue interest as described in 26 U.S.C. § 6621 and § 6622 from the date on which it was received. If a Double Recovery is received from the United States pursuant to a Federal Contract, Westinghouse shall notify the responsible official for that Federal Contract in writing within 30 days, and reimburse the United States: (1) pursuant to an express reimbursement provision in that Federal Contract, if any; or (2) if the Federal Contract contains no express reimbursement provision, by transmitting a sum equal to the amount of the Double Recovery in accordance with written instructions provided by the responsible official for that Federal Contract.

c. Westinghouse warrants and represents that it has made no assignment or transfer of all or any part of its rights arising out of or relating to Resolved Costs. For purposes of this section, “assignment or transfer” shall not be deemed to include any general corporate reorganizations, mergers, assignments, transfers or acquisitions that have occurred prior to or during the course of this litigation, provided however that Westinghouse has given the United States written notice of such assignment or transfer before the Effective Date, and that the parties

to any such assignment or transfer have acknowledged or agreed, in writing, to be bound by the terms of this Agreement.

d. Westinghouse hereby warrants that the monies it will receive under this Order and under an agreement it has reached with non-governmental defendants in this litigation, and that Westinghouse may receive pursuant to a December 21, 1999 Purchase Agreement between ABB Handles-Und Verwaltungs AG, and British Nuclear Fuels, PLC ("the ABB Agreement"), will collectively constitute only partial reimbursement for the expenses Westinghouse will incur to remediate the Site. The Parties agree that the monies Westinghouse will receive pursuant to its agreement with other defendants in this litigation and that Westinghouse may receive pursuant to the ABB Agreement will not constitute a Double Recovery, an assignment, or otherwise violate any provision of this Agreement.

e. In the event Westinghouse knowingly makes a false statement, as defined in 31 U.S.C. § 3729(b), in connection with any of the warranties or certifications set forth in Paragraph 8 of this Agreement, it shall be liable to the United States for a civil penalty to be determined pursuant to, and in the amounts specified in, 31 U.S.C. § 3729.

9. Protection Against Claims.

a. The Parties acknowledge and agree that the payment to be made by the United States pursuant to Paragraph 10 of this Order represents a good faith compromise of the disputed claims related to the Site and that the compromise represents a fair, reasonable, and equitable resolution of Covered Matters. With regard to any claims for costs, damages or other claims against the United States for Covered Matters under or addressed in this Order, the Parties agree that the United States is entitled, as of the date on which the United States makes the

payments pursuant to Paragraph 10 of this Order, to contribution protection pursuant to Section 113(f) of CERCLA, 42 U.S.C. § 9613(f), the Uniform Comparative Fault Act, and any other applicable provision of federal or state law, whether by statute or common law, extinguishing the United States' liability to persons not party to this Order.

b. The Parties agree to join in and/or to support, as may be appropriate, such legal proceedings as may be necessary to secure the Court's approval and entry of this Agreement.

10. Payment.

a. Within a reasonable time after the Effective Date of this Agreement, the United States shall pay Westinghouse the sum of \$23,500,000. Payment shall be in the form of an Electronic Funds Transfer, in accordance with instructions to be provided to counsel for the United States promptly upon entry of the Consent Decree.

b. If such payments are not made in full within 90 days after Westinghouse provides payments instructions to the United States pursuant to Paragraph 10.a. above, then Interest on the unpaid balance shall be paid commencing on the 91st day after the Effective Date. Interest shall accrue at the rate specified for interest on investments of the Hazardous Substance Superfund established under subchapter A of chapter 98 of Title 26 of the United States Code.

c. Said payment by the United States is subject to the availability of funds appropriated for such purpose. No provision of this Agreement shall be interpreted as or constitute a commitment or requirement that the United States obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. §§ 1341-42 and 1511-19.

d. If the payment to be made by the United States under this Paragraph is not made within 180 days after the Effective Date of this Agreement, Westinghouse may apply to the Court for such relief as the Court may deem appropriate.

11. Covenant Not to Sue by United States and Reservation.

The United States hereby releases and covenants not to sue Westinghouse, ABB or CE for Covered Matters, except that the United States specifically reserves its right to assert against Westinghouse, ABB, or CE any claims or actions regarding the Site brought on behalf of the NRC or the Environmental Protection Agency or a natural resource trustee. Contingent upon dismissal with prejudice of all claims asserted by the NGDs against the United States, the United States releases and covenants not to sue the NGDs for Covered Matters, except the United States specifically reserves its right to assert claims or actions regarding the Site brought on behalf of the NRC, the Environmental Protection Agency, or a natural resource trustee. The reservation in this Paragraph does not reserve any rights by the United States to assert claims against Westinghouse, CE, ABB, or the NGDs to recover all or part of the money to be paid pursuant to Paragraph 10 or to recover costs incurred by DOE/NNSA pursuant to Paragraphs 13(b) or (c). Nothing in this Agreement shall constitute or be construed as a waiver, limitation, or release of any claims or causes of action by the United States to enforce any federal laws or regulations in connection with the Site.

12. Effect of Settlement/Entry of Judgment.

a. This Agreement was negotiated and executed by Westinghouse, ABB, CE and the United States in good faith and at arms length and is a fair and equitable compromise of claims which were vigorously contested. This Agreement shall not constitute or be construed as

an admission of liability by the Parties. Nor is it an admission or denial of any factual allegations set out in the Complaint or elsewhere, or an admission of violation of any law, rule, regulation, or policy by any of the Parties to this Agreement.

b. Upon approval and entry of this Agreement by the Court, this Agreement shall constitute a final judgment among the Parties with respect to the claims resolved in this Agreement.

13. Reservation as to Potentially Recoverable SNM Response Costs.

a. Notwithstanding Paragraph 6, nothing in this Agreement is intended to preclude Westinghouse from asserting a claim to recover Potentially Recoverable SNM Response Costs, as defined in this Agreement. The United States does not waive or limit any defenses to a claim for Potentially Recoverable SNM Response Costs. In the event that Westinghouse intends to assert a claim for Potentially Recoverable SNM Response Costs, Westinghouse shall provide a notice of claim to the United States within thirty (30) days of the date it first becomes aware of the claim. The notice of claim shall set forth the nature and basis of the claim. Westinghouse and the United States shall endeavor in good faith to resolve the claim in an informal manner within sixty (60) days of the issuance of the notice of claim. Unless Westinghouse and the United States agree otherwise, if Westinghouse and the United States are unable to resolve the dispute within this sixty-day period, Westinghouse may pursue a claim under CERCLA to recover Potentially Recoverable SNM Response Costs in this Court. Westinghouse may not either bring a new action or move this Court for specific performance or other injunctive relief with respect to any failure by DOE/NNSA to remove or accept Potentially Recoverable SNM from the Site as agreed in Paragraphs 13 (b) and 13(c). Pursuit of a claim in

this Court brought pursuant to CERCLA to recover Potentially Recoverable SNM Response Costs shall be Westinghouse's sole remedy if Potentially Recoverable SNM is not removed from the Site by DOE/NNSA as agreed to in Paragraph 13(b) or accepted by DOE/NNSA as agreed to in Paragraph 13(c). Nothing in this Paragraph shall prevent Westinghouse from pursuing or asserting any defenses, regulatory or otherwise, to any actions taken by the United States.

b. Westinghouse agrees to use its best efforts as part of its cleanup of the Site, including mechanical size reduction, to avoid the accumulation of Special Nuclear Material in Potentially Recoverable SNM quantities. If, however, in spite of its best efforts, Westinghouse discovers or accumulates Special Nuclear Material in Potentially Recoverable SNM quantities, DOE/NNSA agrees to pick up and transport this Potentially Recoverable Special Nuclear Material in DOE Category I/II Quantities within 25 days, conditioned upon Westinghouse's completion of all required analyses and packaging in appropriate containers, as required by the Y-12 Acceptance Criteria and DOE O 460.2A, Departmental Materials Transportation and Packaging Management (Dec. 22, 2004), DOE G 460.2-1, Implementation Guide for Use with DOE O 460.2 Departmental Materials Transportation and Packaging Management (Nov. 15, 1996), DOE O 461.1A, Packaging and Transfer or Transportation of Materials of National Security Interest (Apr. 26, 2004), and DOE M 461.1-1 Admin Chg 1., Packaging and Transfer of Materials of National Security Interest Manual (Sep. 29, 2004). To the extent that Westinghouse has questions regarding compliance with applicable regulations, DOE/NNSA will provide guidance to Westinghouse. The 25 day time period starts 24 hours after written notice from Westinghouse that it has completed the required analyses and packaging.

c. Westinghouse agrees to use its best efforts as part of its cleanup of the Site, including mechanical size reduction, to avoid the accumulation of Special Nuclear Material in Potentially Recoverable SNM quantities. If, however, in spite of its best efforts, Westinghouse accumulates Special Nuclear Material in Potentially Recoverable SNM quantities, but not in DOE Category I/II quantities so as to be subject to Paragraph 13(b), DOE/NNSA agrees to accept Westinghouse's shipment of the Special Nuclear Material to DOE/NNSA's facility at Y-12, provided that the DOE packaging requirements and Y-12 Acceptance Criteria are met and the applicable DOE guidance is followed. To the extent that Westinghouse has questions regarding compliance with the Y-12 Acceptance Criteria and the applicable DOE guidance/requirements, DOE/NNSA will provide guidance to Westinghouse.

d. Nothing in this Agreement shall preclude Westinghouse and DOE/NNSA from negotiating and entering into a subsequent agreement for Westinghouse's shipment of individual items containing recoverable uranium enriched to five percent or greater in the U235 isotope to Y-12 or some other DOE/NNSA facility.

14. Notification. The United States shall notify Westinghouse in writing of any new complaint that is filed against and served upon the United States relating to the Site as soon as practicable. The United States agrees not to settle any such action without first notifying Westinghouse of the United States' intent to settle any such action and providing Westinghouse with a reasonable opportunity to discuss any proposed settlement with the United States. The United States will also notify Westinghouse if it files a complaint or otherwise commence an action to recover all or part of the money to be paid pursuant to Paragraph 10 no more than ten days after filing such complaint or commencing such action.

15. Retention of Jurisdiction. This Court shall retain jurisdiction over both the subject matter of this Order and the Parties for the duration of the performance of the terms and provisions of this Order for the purpose of enabling any Party to apply to the Court consistent with this Order for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this Order, or to effectuate or enforce compliance with its terms, or to resolve any disputes arising under this Order.

16. No Admission of Liability. The Parties agree that this Agreement, including any payments made pursuant to it and the negotiations and other communications related to it, is entered into without any admission of liability for any purpose as to any matter arising out of the transactions or occurrences alleged in this Agreement.

17. No Use As Evidence. This Agreement represents the compromise of a disputed claim and nothing in this Agreement is intended to be, or shall be construed as, an admission or adjudication of any question of fact or law with respect to any liability or responsibility for the Site. This Agreement shall not be admissible in any proceeding other than in an action brought by the United States or Westinghouse to enforce this Agreement.

18. Non-Parties to This Agreement. Except as provided by Paragraph 11, nothing in this Agreement is intended to be, nor shall be construed as a waiver, release or covenant not to sue for any claim or cause of action, administrative or judicial, in law or in equity, which the United States may have against any person, firm, partnership, trust, corporation or any other entity that is not a party to this Agreement.

19. Conflicts of Law. This Agreement shall be governed and construed under the laws of the United States.

20. Severability. If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

21. Headings. Any paragraph headings or section titles to this Agreement are provided solely as a matter of convenience to the reader and shall not be construed to alter the meaning of any paragraph or provision of this Agreement.

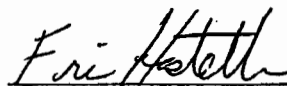
22. Original Counterparts. This Agreement may be executed in any number of original counterparts, each of which shall be deemed to constitute one agreement. The execution of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts.

23. Integration Provision. This Agreement, including attachments, constitutes the entire agreement between Westinghouse, ABB, CE, and the United States with respect to matters covered herein. All prior discussions, drafts and writings are specifically superseded by this Agreement and may not be used to vary or contest the terms of this Agreement. This Agreement may only be amended by a writing signed by all the Parties hereto.

24. Representative Authority. The individuals signing this Agreement on behalf of the United States, Westinghouse, ABB and CE hereby certify that each is authorized to bind legally his or her respective party to this Agreement. Any change in ownership, corporate or other legal status of any party to this Agreement, including, but not limited to, transfer of assets or real or personal property, shall in no way alter the status or responsibilities of any of the Parties under this Agreement.

FOR THE UNITED STATES

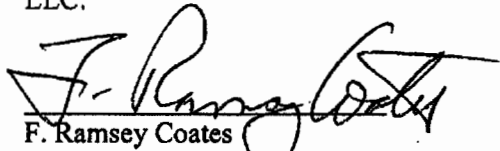
Ignacia S. Moreno
Assistant Attorney General



Eric G. Hostetler
Environment & Natural Resources Division
Environmental Defense Section
U.S. Department of Justice
P. O. Box 23986
Washington, D.C. 20026
(202) 305-2326

DATE: November 18, 2010

FOR WESTINGHOUSE ELECTRIC COMPANY
LLC:

A handwritten signature in black ink, appearing to read "F. Ramsey Coates", is written over a horizontal line.

F. Ramsey Coates
Senior Vice President and General Counsel
Suite 138

Westinghouse Electric Company LLC
1000 Westinghouse Drive
Cranberry Township, PA 16066

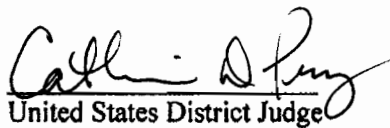
DATE: November 17, 2010

FOR ABB HOLDINGS, INC., AND
COMBUSTION ENGINEERING, INC:



James A. Thompson
Dowey & LeBoeuf LLP
1101 New York Avenue, N.W.
Washington, D.C. 20005
DATE: 11/18/2010

SO ORDERED THIS 29th DAY OF November, 2010.


United States District Judge