SUNFLOWER[Eo1]
IAP TRUST AGREEMENT

Sunflower IAP Trust Agreement, (the "Agreement,") entered into as of August 24, 2005 by and between Sunflower Redevelopment, LLC ("Developer") a Kansas Limited Liability Company with a Federal Tax ID Number of 65-1243839, the United States Army ("Army"), the Kansas Department of Health & Environment ("KDHE") and Commerce Bank, National Association, Kansas City, Missouri, a national banking association duly organized and existing under the laws of the United States, (the "Trustee").

WHEREAS, Army and Developer have entered into a Remediation Contract dated July 29, 2005, ("Remediation Contract") in which the Army agrees to provide funding for environmental remediation and long term monitoring as defined in Section B38(a) and B38(c) of the Remediation Contract ("IAP Work") and where Developer agrees to complete the IAP Work;

WHEREAS, KDHE and Developer have entered into a Consent Order dated July 31, 2005 in which Developer has agreed to perform certain work related to the environmental remediation at, on or under that certain real property known as Sunflower Army Ammunition Plant "SFAAP", consisting of approximately 9,035 acres located in Johnson County[Eo2], Kansas;

WHEREAS, Developer has purchased a Remediation Cost Cap Insurance Policy ("Policy") from Quanta Specialty Lines Insurance Company ("Quanta") which includes Endorsement #8 requiring a review and determination by Quanta concerning the application of certain expenditures toward the Self-Insured Retention under the Policy;

WHEREAS, the Developer has elected to establish a trust to provide all or part of the funding necessary to complete the IAP Work at SFAAP;

WHEREAS, the Developer, KDHE, and the Army acting through its duly authorized officers, have selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee;

NOW, THEREFORE, the Developer and the Trustee, and as appropriate KDHE and the Army, agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Developer" means the owner or operator who enters into this Agreement and any successors or assigns of the Developer.

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

(c) The term "Application for Payment" means a duly executed document, substantially in the form of the attached Schedule A, which instructs the Trustee to make disbursements from the Fund.

Section 2. Identification of Facilities and Cost Estimates. This Agreement pertains to the facilities and cost estimates identified on attached Remediation Contract Section B – Supplies or Services and Prices (Schedule B).

Section 3. Establishment of Fund. The Army, Developer and the Trustee hereby establish a trust fund, (the "Fund,") for the benefit of KDHE. Within 2 business days of receiving the payments from the Army under the Remediation Contract, Developer shall deposit into the the Fund the proceeds in the amounts set in accordance with the attached Schedule C. The Fund shall consist of property initially transferred to the Trustee for deposit into the trust, along with any property subsequently transferred to the Trustee for deposit into the trust, less any payments or distributions made by the Trustee pursuant to this Agreement. The Developer and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of cash or securities acceptable to the Trustee, described in Schedule C attached hereto. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Developer or Army, any payments necessary to discharge any liabilities of the Developer established by KDHE.

Section 4. Authorized Payments from the Fund. The Trustee shall make payments from the Fund only as Developer, KDHE, and the Army shall mutually direct by a written and approved Application for Payment. The signed Application for Payment shall be provided by the Developer with a copy furnished to the KDHE, and the Army. Fund payments will be used to complete closure and/or, post-closure care and/or corrective action work as set forth in the Consent Order for the facilities covered by this Agreement and pay all other Consent Order related costs that are mutually agreeable to Developer, KDHE and the Army. For any request for payment that the Developer intends to apply against the Self-Insured Retention, the Application for Payment shall be marked as requiring review by Quanta and shall be sent to Quanta for its review. On an Application for Payment which is marked for review by Quanta, the Trustee shall withhold payment until it receives a copy of the application signed by Quanta indicating its determination The Trustee agrees to make all payments within Seven (7) business days of receiving a properly executed Application for Payment. The Quanta review and determination shall be limited to designating whether the IAP Costs (including payments to Tetratech and Demco) covered by the Application for Payment constitute expenditures towards the Self-Insured Retention ("SIR") as defined in Quanta's Remediation Cost Cap Insurance Policy.

Section 5. Determination of Payment Amounts. The Fund payments for each individual remediation site will not exceed the amounts set forth in the Remediation Contract Section B – Supplies or Services and Prices (Schedule B). However, there may be multiple milestones and/or deliverables which will be the basis for partial payment based on the successful completion of the milestone as determined by the Developer and KDHE. All "profits" will be deposited into the Developer's

Trust Account. The term "profits" includes the Developer's Budgeted Markup and any proceeds in excess of the Developer's remediation costs.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal of the Fund and keep the Fund invested as a single fund, in accordance with general investment policies and guidelines which the Developer may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. All interest and investment income from the Fund shall be transferred by the Trustee on a monthly basis to the Sunflower Developer Trust Account. The Trustee will automatically complete the transfers within 10 days of each monthly reporting cycle. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; *except that:*

(i) Securities or other obligations of the Developer, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a–2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;

(ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and

(iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a–1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

(c) Neither (a) nor (b) shall relieve the Trustee of its duty to provide a separate monthly accounting of all property held by the Fund.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depositary even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depositary with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Developer, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Trust and Sunflower Mortgage Monthly Statements and Annual Valuation. Trust Monthly Statement/Annual Valuation. The Trustee shall provide monthly statements detailing all Fund transactions for the month, including the Fund balance at the end of the month. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Developer, KDHE, and the Army a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Developer to object in writing to the Trustee within 90 days after the statement

has been furnished to the Developer and KDHE shall constitute a conclusively binding assent by the Developer, barring the Developer from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee shall be entitled from time to time to consult with and engage the services of legal counsel of its choice, with respect to any matter pertaining to this Agreement or any action to be taken hereunder and shall be entitled to reimbursement for the reasonable costs and expenses of such legal counsel. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Developer.

Section 13. Successor Trustee. The Trustee may resign upon 30 days written notice to Developer, KDHE, and the Army or the Developer may replace the Trustee, but such resignation or replacement shall not be effective until the Developer, KDHE, and the Army have mutually appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Developer cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Developer and KDHE, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Developer, KDHE and the Army to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Developer, KDHE and the Army may designate by amendment to Exhibit A. The signed order, request, or instructions shall be provided by the Developer with a copy furnished to the KDHE, Quanta, and the Army. The Trustee shall be fully protected in acting without inquiry in accordance with the Developer's orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Developer, KDHE or the Army hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Developer, KDHE, the Army, and Quanta *(if Quanta review is required)*, except as provided for herein.

In accepting any funds, securities or documents delivered hereunder, it is agreed and understood that, in the event of disagreement between the parties to this Agreement, or persons claiming under them, or any of them, Trustee reserves the right to hold all money, securities and property in its possession, and all papers in connection with or concerning the Fund, until mutual agreement has been reached between all of said parties or until delivery is made to court in any interpleader action or until otherwise authorized by final judgment or decree.

Section 15. Termination of Remediation Contract. If the Remediation Contract is terminated by the Army, the Army will provide written notice to the Trustee, KDHE, and Developer. Upon receipt of the written notice, the Trustee is only authorized to make payments to the Developer with the written approval of the Army. If a Successor Remediation Contractor is selected to perform IAP Work under the Remediation Contract or other similar contract with the Army, then this Agreement may be amended as appropriate to authorize payments to the Successor Remediation Contractor. If the Army assumes direct control of the remediation at SFAAP, the Trust may be terminated in accordance with Section 17.

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Developer, the Trustee, KDHE, and the Army or by Successor Remediation Contractor, the Trustee, the KDHE, and the Army if the Developer ceases to exist or if the Remediation Contract has been terminated by the Army.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until completion of the IAP Work, and the Trust shall be terminated upon the written agreement of the Developer, the Trustee, the KDHE, and the Army. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Sunflower Developer Trust Account. If, during the term of this Trust, a Successor Remediation Contractor is selected by the Army, then the Trust shall be terminable as provided in this Section unless an Amended Trust Agreement is executed, in which case the Trust shall terminate in the manner provided in that amended agreement. In the event that the Army, for any reason whatsoever, shall assume direct control of the remediation work to the exclusion of the Developer, then the Army will exercise control over the Trust account and will direct disbursements from the Trust for the purpose of remediation of SFAAP consistent with the intent and terms of the Sunflower Early Transfer Remediation Agreement between KDHE and the Army.

Section 18. Immunity and Indemnification. The Trustee shall be liable as a depository only, with its duties being only those specifically provided herein, which are ministerial in nature and not discretionary. Trustee shall not be liable for any mistake of fact or error in judgment, or for any acts or failure to act of any kind

taken in good faith and believed by it to be authorized or within the rights or powers conferred by this Agreement, or in carrying out any directions by the Developer, KDHE or Quanta issued in accordance with this Agreement, unless there be shown willful misconduct or gross negligence. The Trustee shall be indemnified and saved harmless by the Developer or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct arising out of this Agreement, including, but not limited to, any costs, damages, liabilities and expenses that may be incurred as a result of claims or actions by third parties. Expenses shall include, but not be limited to all expenses reasonably incurred in its defense in the event the Developer fails to provide such defense.

Section 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Kansas.

Section 20. Notifications. Whenever payments, instructions, notices releases or any other documents are required to be given by or to the parties hereto, they shall be sent by Overnight Delivery, recipient signature required, to the following addresses, which may be changed from time to time by written notice to the parties:

Trustee:

Commerce Bank, N.A.
Attn: Corporate Trust Department
1000 Walnut Street, 6th Floor
Kansas City, MO 64106

Developer:

Sunflower Redevelopment, LLC
Attention: John R. Jackson
7991 Shaffer Parkway, Suite 100
Littleton, CO 80120
Phone: (303) 972-6633

With a copy to:

Polsinelli Shalton Welte Suelthaus PC
700 West 47th Street
Suite 1000
Kansas City, MO 64112
Attn: Scott A. Young
Phone: (816) 360-4160

KDHE

Bureau of Environmental Remediation
Kansas Department of Health & Environment
Attn: Robert Weber
1000 West SW Jackson, Suite 410
Topeka, KS 66612-1367

Army:

U.S. Army BRACD
Rock Island Field Office
Attn: DIAM-BD-O
1 Rock Island Arsenal
Rock Island, IL 61299-7050
Phone: (309) 782-1384

With a copy to:

Sunflower Army Ammunition Plant
Contracting Officers Representative
P.O. Box 640
DeSoto, KS 66018-0640

Quanta:

Quanta Specialty Lines Insurance Company
Attn: Reynolds B. Renshaw
10 Rockefeller Plaza
New York, NY 10020

Section 21. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

Signature page follows.....

In Witness Whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written.

TRUSTEE:

Commerce Bank National Association
By its _____

_____
Name

DEVELOPER:

Sunflower Redevelopment, LLC
By its Managing Member
IRG Sunflower, LLC

_____
John R. Jackson, CFO of IRG Sunflower, LLC

KDHE:

Kansas Department of Health & Environment
By its _____

_____
Name

ARMY:

United States Army
By its Sunflower Program Manager

_____
James C. Scott

Exhibit A: Authorized Signers for Developer, KDHE, Army, and Quanta:

DEVELOPER:

Sunflower Redevelopment, LLC "Developer"
By its Managing Member
IRG Sunflower, LLC

_____
John R. Jackson, CFO of IRG Sunflower, LLC

KDHE:

Kansas Department of Health & Environment
By its _____

_____
Name

ARMY:

United States Army By its Contracting Officer's Representative

_____
Tony E. Spaar

QUANTA

Quanta Specialty Lines Insurance Company
By its _____

_____
Name

Schedule A: Form of Application for Payment

SUNFLOWER IAP TRUST ACCOUNT APPLICATION FOR PAYMENT

To: Commerce Bank National Association as Trustee for the Sunflower IAP Trust Account

Payment Application Number: _____.

Payment Application Date: _____.

This Application for Payment is submitted under the Terms of the Remediation Contract, Consent Order and the Sunflower IAP Trust Agreement.

In accordance with the terms of Section 14 of the Sunflower IAP Trust Agreement, Developer hereby applies to the Fund for the following payment:

(Describe payment being sought, including description of the completed milestone, the authorized payment amount and the payee for each amount requested)

Milestone / Task Description	Requested Amount	Payable To	Notes
	$		
GRAND TOTAL	**$**		

Payments from the Fund should be directed to:

(Provide remittance information for all Payees included in this Application for Payment)

Make Check Payable to: *Payee Company Name*
Point of Contact: *Payee Contact Person*
Remit to Address: *street address; city, state, zip*
Contact Telephone Number: *Payee Contact Person Telephone Number*
Contact E-Mail Address: *Payee Contact Person Telephone Number*

Submitted by:

Sunflower Redevelopment, LLC "Developer"
By its Managing Member
IRG Sunflower, LLC

_____
John R. Jackson, CFO of IRG Sunflower, LLC

Approval of Developer's Application for Payment

To: Commerce Bank National Association "Trustee"

From: Sunflower Redevelopment, LLC Date: _____

The following parties hereby APPROVE the Developer's Application for Payment Number _____ dated _____and authorize the submission of this Application for Payment to Quanta Specialty Lines Insurance Company "Quanta" for review pursuant to Endorsement 8 of the Remediation Cost Cap Policy #_____ dated _____.

This Application for Payment:

_____ **DOES** require Quanta review prior to submission to the Trustee for payment from the Fund. **IF CHECKED, QUANTA MUST REVIEW BEFORE SUBMISSION TO THE TRUSTEE.**

The following pay items DO require Quanta review and determination:

- IAP Costs payable to Tetra Tech or DEMCO
- Any other costs that constitute expenditures towards the Self-Insured Retention ("SIR") as defined in Quanta's Remediation Cost Cap Insurance Policy

_____ **DOES NOT** require Quanta review prior to submission to the Trustee for payment from the Fund.

The following pay items do NOT require Quanta review or determination:

- IRG Program Management Fees
- Developer "Profit"
- Insurance Deductibles
- KDHE Regulatory Oversight & Testing
- Premium, Fees and Taxes to Renew the Environmental Site Protection Insurance Policy
- Any other costs that DO NOT constitute expenditures towards the SIR as defined in Quanta's Remediation Cost Cap Insurance Policy

Signature page follows.....

AGREED AND ACCEPTED THIS ____ DAY OF _____.

KDHE:

Kansas Department of Health & Environment
By its _____

_____
Name

United States Army
By its Contracting Officer's Representative

_____
Tony E. Spaar

If Quanta Review is Required:

Quanta Specialty Insurance "Quanta" hereby AGREES that Payment Application Number _____ dated _____ and related backup documentation meets the requirements set forth in Remediation Cost Cap Policy Number _____. Pursuant to Endorsement 8, Quanta AGREES that Payment Application _____ includes only Approved Amounts which are expenditures applicable to the Self-Insured Retention.

AGREED AND ACCEPTED THIS ____ DAY OF _____.

Quanta Specialty Lines Insurance Company "Quanta"

By its _____

_____
Name

Schedule B: Facilities & Cost Estimates

Line	CLIN		US Army Portion
1	301	SWMU 1 - Classification Yard	$ 525,395
2	401	SWMU 2 - River Water Treatment Plant Lagoons	$ 304,203
3	501	SWMU 3 - Main Sewage Treament Plant Drying Beds	$ 450,719
4	601	SWMU 4 - Pond A and Sludge Disposal Area	$ 379,039
5	701	SWMU 5 - Acid Sewage Disposal Plant	$ 394,607
6	801	SWMU 6 - Pond B and Sludge Disposal Area	$ 794,301
7	901	SWMU 7 - North Acid Area - Chromate Area	$ 835,087
8	1001	SWMU 8 - North Acid Area - Chromate Concentration Pond	$ 858,829
9	1101	SWMU 9 - North Acid Area - Wastewater Treatment Lagoon	$ 849,822
10	1201	SWMU 10 - F-Line Area Ditches	$ 118,545
11	1301	SWMU 11 - F-Line Area Settling Ponds	$ 214,661
12	1401	SWMU 12 - Pyotts Pond and Sludge Disposal Area	$ 1,421,929
13	1501	SWMU 13 - South Acid Area LWTP Evaporative Lagoons	$ 502,972
14	1601	SWMU 14 - Rocket Static Test Area	$ 338,337
15	1701	SWMU 15 - Waste Storage Magazines	$ 418,334
16	1801	SWMU 16 - Temporary Waste Storage Magazines	$ 419,041
17	1901	SWMU 17 - G-Line Area Ditches	$ -
18	2001	SWMU 18 - Old and New Sanitary Landfills	$ 8,203,169
19	2101	SWMU 19 - Ash Landfills	$ 195,610
20	2201	SWMU 20 - Ash Lagoons and Sludge Disposal Area	
21	2301	SWMU 21 - Contaminated Materials Burning Ground	$ 1,311,770
22		SWMU 22 - Old Explosive Waste Burning Ground	
23		SWMU 23 - New Explosive Waste Burning Ground	
24	2401	SWMU 24 - Nitroglycerine and Paste Mix Area	$ 2,565,583
25	2501	SWMU 25 - Nitrocellulose Area Ditches	$ 133,290
26	2601	SWMU 26 - Single Base Propellant Area, Waste Water Sumps	$ 845,388
27	2701	SWMU 27 - Nitroguanidine Area SAC and LWTP Evaporative Lagoons	$ 196,345
28		SWMU 28 - Waste Calcium Carbide Treatment Area	
29		SWMU 29 - Industrial Wastewater Lagoons	
30	2801	SWMU 30 - Pesticide Handling Area	$ 1,537,504
31	2901	SWMU 31 - Contaminated Waste Processor Lagoons	$ 355,145
32		SWMU 32 - Lead Contamination and Recovery Unit	
33	3001	SWMU 33 - Paste Area Half Tanks and Ditches	$ 125,055
34		SWMU 34 - Five Corners Settling Ponds	
35	3101	SWMU 35 - Nitroglycerin Area Settling Ponds	$ 91,452
36	3201	SWMU 36 - N-Line Area	$ 3,015,928
37	3301	SWMU 37 - Sandblast Areas	$ 597,122
38	3401	SWMU 38 - Oil Water Separator	$ 217,427
39	3501	SWMU 39 - South Acid Area Ditches	$ 201,666
40	3601	SWMU 40 - Calcium Cyanamide Disposal Area	$ 862,227
41	3701	SWMU 41 - Calcium Carbonate Cake Landfill	$ 157,365
42		SWMU 42 - Temporary Sanitary Landfill	
43	3801	SWMU 43 - Tunnel Dryers	$ 325,059
44		SWMU 44 - Tank T784	

45	3901	SWMU 45 - Building 9040 (Calcium Cyanamide Conveyors and Storage)	$ 77,704
46	4001	SWMU 46 - Decontamination Oven	$ 500,955
47	4101	SWMU 47 - Nitroguanidine Production Area (25) Sumps	$ 1,586,324
48	4201	SWMU 48 - Nitroguanidine Support Area	$ 342,942
49		SWMU 49 - Road Just Southeast of the Sanitary Landfill	
50	4401	SWMU 50 - Disposal Site East of the Classification Yard	$ 240,448
51	4501	SWMU 51 - New Reclamation Yard	$ 757,016
52		SWMU 52 - Paint Bay Building	
53	4601	SWMU 53 - Burn and Debris Area Noth of STP	$ 460,469
54	4701	SWMU 54 - Fluorescent Tube Wells	$ 264,030
55	4801	SWMU 55 - Old Administrative Buildings	$ 58,375
56	4901	SWMU 56 - Well South of Facility 211	$ 180,663
57	5001	SWMU 57 - Chemical Preparation House	$ 204,026
58	5101	SWMU 58 - Combined Shops Area	
59	5201	SWMU 59 - Laundry Facility	$ 202,986
60	5301	SWMU 60 - Old Photographic Laboratory	$ 404,070
61		SWMU 61 - Environmental Laboratory (Facility 232)	
62		SWMU 62 - Transformer Storage Warehouse (Facility 566-5)	
63	5401	SWMU 63 - Water Towers	$ 951,509
64	5501	SWMU 64 - Paper Burning Ground	$ 831,629
65	5601	SWMU 65 - Tank Farm	$ 1,413,254
66	5701	SWMU 66 - Installation-Wide Surface Water	
67	5801	SWMU 67 - South Acid Area	$ 5,641,890
101	5901	AOC 1 - Monitoring Well West of Admin Area	$ 154,548
102		AOC 2 - Main Electrical Switch Yard	
103		AOC 3 - New Photographic Laboratory	
104	6001	AOC 4 - Disposal Area Southeast of STP	$ 292,691
105	6101	AOC 5 - Cannon Range Tunnels (Facility 303)	$ 68,442
106		AOC 6 - 35 Process Facilities Within F-Line Area	
107	6201	AOC 7 - Former Truck Maintenance Shop in South Acid Area	$ 114,341
108		AOC 8 - Former Fuel Oil Storage Tank in South Acid Area	
109		AOC 9 - Oil and Paint House in South Acid Area	
110	6202	AOC 10 - Storage Magazines Not Part of SWMU 15 and 16	$ 527,277
111	6302	AOC 11 - Forced Air Dryers and Rest, Screen and Can Pack Houses	$ 339,810
112	6402	AOC 12 - Paste Air Dry Facilities	$ 137,021
113		AOC 13 - General Warehouses (8037 Series)	
114	6502	AOC 14 - Robert's Lake	
115	6602	AOC 15 - Hazardous Analysis Testing Lab	$ 165,805
116	6702	AOC 16 - Nitrocellulose Production Lines	$ 2,540,490
117	6802	AOC 17 - Nitroguanidine Production Facilities	$ 365,480
118	6902	AOC 18 - Trench Disposal Area A3	$ 367,248
119	7002	AOC 19 - Trench Disposal Area A4	$ 232,986
120	7102	AOC 20 - Trench Disposal Area A5	$ 232,986
121	7202	AOC 21 - Trench Disposal Area A6	$ 206,780
122	7302	AOC 22 - Old Reclamation Yard	$ 1,719,644
123	7402	DR1 Underground Piping Soil Remediation	$ 1,960,752
124	7502	DR2 Foundations/Slab Soil Remediation	$ 3,408,326

200	7602	**PGC 100 - Project General Conditions**	$	6,375,681
		IAP Scope of Work Totals	**$**	**63,091,524**

Schedule C: Proceeds to be Deposited in to the Fund

At Closing --	$5,900,000
On or before January 31, 2006 --	$5,400,000
On or before January 31, 2007--	$28,334,132
On or before January 31, 2008 --	$23,457,391
GRAND TOTAL:	**$63,091,523**