IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	4:03CV01043SNL
v.	)	CIVIL ACTION No.
	)	
EARTHGRAINS BAKING COMPANIES, INC., METZ BAKING COMPANY, EARTHGRAINS REFRIGERATED DOUGH PRODUCTS, L.P., and COOPERSMITH, INC.,	)	
	)	
Defendants.	)	

CONSENT DECREE

Plaintiff, the United States of America, on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), is filing a Complaint concurrently with this Consent Decree, alleging that the Defendants violated the Clean Air Act ("CAA"), 42 U.S.C. § 7401 et seq., at some or all of the facilities located in Huntington, WV, Forest Park, GA, Fort Payne, AL, Chattanooga, TN, Rome, GA, London, KY, Valdese, NC, Owensboro, KY, Dothan, AL, Knoxville, TN, Memphis, TN, Birmingham, AL, Nashville, TN, Huntsville, AL, Atlanta, GA, Louisville, KY, Mobile, AL, Meridian, MS, Chicago, IL, Roseville, MN, Rock Island, IL, Eau Claire, WI, La Crosse, WI, Milwaukee, WI, Marquette, MI, Madison, WI, Detroit, MI, Rockford, IL, Grand Rapids, MI, Oklahoma City, OK, Carrollton, TX, El Paso, TX, Houston, TX, Lubbock, TX, San Antonio, TX, Dallas, TX, Harlingen, TX, Paris, TX, Albuquerque, NM, Albuquerque, NM (Bagel Baking), Hutchinson, KS, Dubuque, IA, Sioux City, IA, Wichita, KS, Kansas City, MO, Springfield, MO, Beatrice, NE, Bellevue, NE, Hastings, NE, Sioux Falls, SD,

Salt Lake City, UT, Sacramento, CA, Fresno, CA, Oakland, CA, Phoenix, AZ, Stockton, CA, Tucson, AZ, Orangeburg, SC, Denver, CO, Grand Junction, CO, Des Moines, IA, Watertown, SD, Fergus Falls, MN, St. Louis, MO, South Sioux City, NE, Redding, CA, and San Louis Obispo, CA (the "Defendants' Facilities").

The Complaint, pursuant to Section 113, of the CAA, 42 U.S.C. § 7413(b), seeks injunctive relief and civil penalties for alleged violations of the refrigerant repair, testing, record-keeping, and reporting regulations at 40 C.F.R. Part 82, Subpart F, Sections 82.152 - 82.166, ("Recycling and Emission Reduction"), promulgated pursuant to Subchapter VI of the CAA ("Stratospheric Ozone Protection"), 42 U.S.C. §§ 7671-7671q, at the above facilities.

The United States and Defendants have agreed on terms to settle this action. By entering into this Consent Decree, Defendants make no admission of liability with respect to violations of the CAA. The United States and Defendants have agreed that settlement of this action is in the public interest and that entry of this Consent Decree without further litigation is the most appropriate means of resolving this action.

IT IS, ADJUDGED, ORDERED, and DECREED THAT:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section 113(b) of the CAA, 42 U.S.C. § 7413(b).

2. Defendants do not contest the Court's jurisdiction over this action or over Defendants and do not contest venue in this judicial district.

3. Notice of the commencement of this action has been given to the air pollution control agency for each state where Defendants' Facilities are located. 42 U.S.C. § 7413(b).

II. APPLICABILITY

4. The obligations of this Consent Decree apply to and are binding on both the United States and on the Defendants, their assigns, and successors.

5. At least thirty (30) Days prior to transferring ownership or operation of one or more of Defendants Facilities to any other person, Defendants must provide a copy of this Consent Decree to each prospective successor owner or operator. No transfer will relieve Defendants of their obligations to ensure that the terms of this Consent Decree are implemented, including but not limited to, ensuring that each Appliance listed on Attachments "A" and "B" is Retrofitted, Retired, or replaced in accordance with Section "VIII" ("Compliance Requirements") of this Consent Decree.

6. Defendants must provide a copy of this Consent Decree to all officers, employees, and agents whose duties might reasonably include compliance with any provision of this Consent Decree, as well as to any contractor retained to perform work required under this Consent Decree.

7. In any action to enforce this Consent Decree, Defendants may not raise as a defense the failure by any of their officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

III. DEFINITIONS

8. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in the CAA or in the regulations promulgated pursuant to the CAA, will have the meaning assigned to them in the CAA and regulations. Whenever the terms set forth below are used in this Consent Decree, the following definitions apply:

a. "Appliance" means a device as defined at 40 C.F.R. § 82.152.

b. "Commercial Refrigeration Appliance" or "CRAs" means a refrigeration appliance used by the Defendants to store or maintain perishable food products, and which contain more than fifty (50) pounds of an ODS Refrigerant.

c. "Complaint" means the Complaint filed by the United States in this action.

d. "Consent Decree" means this document and Attachments "A" and "B".

e. "Day" means a calendar day unless expressly stated to be a business day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period will run until the close of business the next business day.

f. "Defendants" mean Earthgrains Baking Companies, Inc., Metz Baking Company, Earthgrains Refrigerated Dough Products, L.P., and Coopersmith, Inc.

g. "Dual-Loop System" means an Appliance in which the "primary loop," (i.e., the condenser end), contains an ODS refrigerant and the "secondary loop," (i.e., the product end) contains only a Non-ODS refrigerant (e.g., glycol, water, ammonia, etc.).

h. "Effective Date" means the date of entry of this Consent Decree by the Court.

i. "EPA" means the United States Environmental Protection Agency and any successor departments or agencies of the United States.

j. "Facility" means a discrete parcel of real property or such a parcel improved by Defendants' buildings, factory, plant, premises, or other thing, at which Defendants operate a baking/bakery business, containing at least one IPR or CRA Appliance.

k. "Industrial Process Refrigeration Appliance" or "IPR" means any Appliance that is directly linked to the manufacturing or baking process and that contains more than fifty (50)

pounds of an ODS Refrigerant. The term does not include "Non-ODS Systems", "CRAs" or Appliances used for comfort cooling.

l. "Non-Ozone Depleting Refrigerant" or "Non-ODS Refrigerant" means any refrigerant that is (i) approved by EPA for the end use of the appliance, and (ii) is not an ODS Refrigerant.

m. "Non-ODS System" means any cooling system that (i) contains only a Non-ODS refrigerant or (ii) is a "dual-loop" system as defined in this Consent Decree; or (iii) contains no refrigerant.

n. "ODS Refrigerant" means a Class I or a Class II substance as defined in 40 C.F.R. § 82.3, or a blend of Class I or Class II substances.

o. "ODS System" means any cooling system that is not a Non-ODS System as defined in this Consent Decree.

p. "Paragraph" means a portion of this Consent Decree identified by an arabic numeral;

q. "Parties" mean the United States and Defendants;

r. "Retire", "Retirement", "Retired" or "Retirements" means the permanent removal of an Appliance from service, together with the proper removal of all refrigerant from the appliance.

t. "Retrofit", "Retrofits" or "Retrofitted" means a designed change (i.e., conversion) of an Appliance from an ODS System to a Non-ODS System.

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

v. "United States" means the United States of America, acting on behalf of EPA.

w. The "Seven Commercial Refrigeration Appliances" or "Seven CRAs" means the Appliances listed on Attachment "B" of this Consent.

IV. DEFENDANTS

9. Each Defendant is, or at all times relevant to this matter was, the owner and operator of one or more of Defendants' Facilities as described above.

10. Each Defendant is a "person" as defined in Section 302(e) of the CAA, 42 U.S.C. § 7602(e), and within the meaning of Section 113(d) of the CAA, 42 U.S.C. § 7413(d).

V. CIVIL PENALTY

11. Defendants must pay to the United States a civil penalty in the amount of $5,250,000 in settlement of the claims alleged in the United States' Complaint. Payment will be made pursuant to the provisions of Paragraph 13 within twenty-one (21) Days ("the due date") after the Effective Date.

12. No portion of the civil penalty paid pursuant to this Consent Decree may be used to reduce Defendant's federal or state tax obligations.

13. The payment to the United States must be by FedWire Electronic Funds Transfer ("EFT") to the United States Department of Justice Lockbox Bank referencing the civil action number of this case, and DOJ number 90-5-2-1-07388. Payment must be made in accordance with instructions provided by the United States to Defendants upon entry of the Consent Decree, which will include the name of the receiving bank, the amount to be transferred, the Department of Justice account number, the name of the payee, the U.S. Attorney's claim number (if applicable), and the EPA's facility number. Any EFTs received after 11:00 a.m. (EST) will be credited on the next business day. Copies of all documents accompanying the FedWire transfer and a transmittal letter referencing the Department of Justice case number, 90-5-2-1-07388, must simultaneously be mailed to the following persons:

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044

EPA Headquarters:

Chief, Stationary Source Enforcement Branch
Headquarters U.S. EPA, OECA, Air Enforcement Division
Mail Code 2242A
1200 Pennsylvania Avenue N. W.
Washington, D.C. 20460

Region 3:
CFC Coordinator
Air Enforcement
U.S. EPA Region 3
303 Methodist Building
11th and Chaplain Street
Wheeling, WV 26003

Region 4:
CFC Coordinator
Air Enforcement Branch
U.S. EPA Region 4 - 12th Floor
61 Forsyth Street
Atlanta, GA 30303

Region 5:
CFC Coordinator
U.S. EPA Region 5
77 W. Jackson Blvd.
Chicago, IL 60604-3507

Region 6:
CFC Coordinator
6EN-AA
U.S. EPA Region 6
1445 Ross Avenue, Suite 1200
Dallas, TX 75202-2733

Region 7:
CFC Coordinator
U.S. EPA, Region VII
901 N. 5th Street
Kansas City, Kansas 66101

Region 8:
CFC Coordinator
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202

Region 9:
CFC Coordinator
Air - 5
U.S. EPA Region 9
Hawthorne Street
San Francisco, CA 94105

VI. INTEREST

14. Interest on any outstanding balance of principal will accrue at the statutory rate set forth in 28 U.S.C. § 1961 from the due date through the date of full and complete payment.

VII. DEFAULT

15. If Defendants do not timely pay in full the civil penalty required by Section V, Defendants will be liable to the United States for any reasonable attorney's fees, whether suit be brought or not, and all other costs and expenses actually and reasonably incurred by the United States in connection with collecting the civil penalty.

16. This Consent Decree will be considered an enforceable judgment against Defendants for purposes of post judgment collection under Federal Rule 69, Federal Rules of Civil Procedure, and other applicable statutory authority without further order of this Court.

VIII. COMPLIANCE REQUIREMENTS

17. Consistent with the terms of this Consent Decree, Defendants must Retrofit, Retire, or replace all of the IPRs listed on Attachment "A" and the CRAs listed on Attachment "B" of this Consent Decree by April 30, 2006. Defendants represent that the IPRs listed on Attachment "A" to this Consent Decree constitute all of the IPRs owned by Defendants that either have been Retrofitted, Retired or replaced or remain to be Retrofitted, Retired or replaced, consistent with the terms of this Consent Decree. If it is determined that Attachment "A" does not list all of the IPRs subject to this Consent Decree, Defendants will, pursuant to requirements of this Section, Retrofit any additional IPRs by April 30, 2006. .

18. Attachment "A" and Attachment "B" specify the schedule for completing the Retrofits, Retirements, or replacements under the Consent Decree. Defendants must Retrofit,

Retire, or replace no less than one-third of the IPRs listed on Attachment "A" and the CRAs listed on Attachment "B" of this Consent Decree no later than April 30, 2004, no less than two-thirds no later than April 30, 2005, and the remainder no later than April 30, 2006. If Defendants' determine that Appliances will be retired due to a Facility closure or a material change in production within 24 months after the Effective Date, Defendants may substitute the Retrofit, Retirement, or replacement of those IPRs and CRAs at the affected Facility with an equal number of Retrofits, Retirements, or replacements that were scheduled at other Facilities at a later time period. Pursuant to Section "XVII" ("Notices"), Defendants must provide written notice to the EPA within ten (10) Days of any decision to close a Facility or of a material change in production. The Notices may be claimed as confidential business information ("CBI") pursuant to 40 C.F.R. Part 2, Subpart B. If Appliances are substituted pursuant to this Paragraph, the IPR or CRA Appliance(s) at the Facility to be closed or with a production change must be Retrofitted, Retired or replaced on or before the earlier of (i) the date the Facility is closed or the material change in production is completed, or (ii) the deadline date(s) for the Retrofit, Retirement or replacement of the substituted Appliance(s).

19. Defendants must complete all Retrofits, Retirements and replacements required under this Consent Decree no later than April 30, 2006. Defendants must not convert any non-ODS System(s) to an ODS System.

20. No IPR or CRA listed on Attachments "A" and "B " may be removed from one facility and reinstalled at another facility without first being Retrofitted prior to its reinstallation.

21. Defendants must at all times comply with the regulations set forth at 40 C.F.R. Part 82, Subpart F.

22. Where any compliance obligation required to be met under this Section, requires a federal, state, or local permit or approval, Defendants must submit timely and complete applications and take all other actions necessary to obtain all permits or approvals. Defendants may seek relief under the provisions of Section "XI" ("Force Majeure") of this Consent Decree for any delay in the performance of any obligation resulting from a failure to obtain, or a delay in obtaining, any permit required to fulfill any obligation.

IX. REPORTING

23. Beginning on November 30, 2003, Defendants must submit a semiannual progress report ("Semiannual Report") to each EPA Region set forth in Paragraph 63. Semiannual Reports must be submitted on May 30 and November 30 of each year until, and including, the reporting period during which the Defendants complete the Retrofits, Retirements or replacements pursuant to Section VIII ("Compliance Requirements"). Each Semiannual Report must contain the following for the six-month ending 30 Days before the report is due:

a. A description of the activities undertaken to comply with the requirements of Section "VIII" ("Compliance Requirements") above;

b. A list of Appliances that Defendants have Retrofitted, Retired, or replaced, in accordance with Paragraph 17, above; and,

c. A list of any Facility(ies) for which ownership or operation has been transferred in accordance with Paragraph 5, above.

24. Each Semiannual Report and any other document required to be submitted pursuant to the terms of this Consent Decree must contain a certification signed by a responsible corporate officer of Defendants. The certification must read:

"I, _____, certify under penalties of law that the information contained in or accompanying this (submission/document) is true, accurate, and complete. As to the identified portion(s) of this (submission/document) for which I cannot personally verify (its/their) truth and accuracy, I certify as the official with supervisory responsibility for the person(s) who, acting under my direct instructions, made the verification, that this is true, accurate, and complete."

X. STIPULATED PENALTIES

25. Subject to the Force Majeure and Dispute Resolution provisions of this Consent Decree, Defendants must pay Stipulated Penalties in the amounts set forth below for each failure to comply with the requirements of this Consent Decree. "Compliance" includes payment of the civil penalty, together with any accrued interest, completion of the requirements under this Consent Decree, and within the specified time schedules established by and approved under this Consent Decree, as set forth in Section "VIII" ("Compliance Requirements"). "Compliance" also includes the timely reporting under Section "IX" of this Consent Decree.

26. The following Stipulated Penalties will accrue per violation per day for any noncompliance with the provisions of Sections "V", "VI", "VII" and "VIII" of this Consent Decree.

Period of Failure to Comply	Penalty Per Appliance or Violation Per Day
1st through 30th day	$250.00
31st through 60th day	$500.00
61st day and beyond	$1,000.00

27. For violations of Sections "IX", Stipulated Penalties will accrue at a rate of $100 per day for the first thirty (30) days, and $250 per day thereafter.

28. Stipulated Penalties are due and payable when the United States makes a demand for payment. Stipulated Penalties are payable in accordance with the following Paragraphs.

29. The United States may, in the unreviewable exercise of its discretion, reduce or waive Stipulated Penalties otherwise due under this Consent Decree.

30. Notwithstanding the date of any demand for Stipulated Penalties, pursuant to Paragraph 28, all Stipulated Penalties will begin to accrue on the day after the performance is due or on the day the violation occurs, whichever is applicable. Stipulated Penalties will continue to accrue until performance is completed or until the violation ceases. Nothing herein will prevent the simultaneous accrual of separate penalties for separate violations of this Decree.

31. Stipulated Penalties will continue to accrue as provided in accordance with Paragraphs 26 and 27 during any Dispute Resolution, with interest in accordance with Paragraph 14, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of EPA's that is not appealed to the Court, accrued Stipulated Penalties determined to be due, together with accrued interest, must be paid to the United States within thirty (30) Days of the effective date of the agreement or the receipt of EPA's decision or order;

b. If the dispute is appealed to the Court and the United States prevails in whole or in part, Defendants must, within sixty (60) Days after receipt of the Court's decision or order, pay all accrued Stipulated Penalties determined by the Court to be due, together with accrued interest, except as provided in Subparagraph c, below;

c. If the District Court's decision is appealed by any Party, Defendants must, within fifteen (15) Days of receipt of the final appellate court decision, pay all accrued Stipulated Penalties determined to be owing to the United States, together with accrued interest.

32. All Stipulated Penalties must be paid within thirty (30) Days after the United States makes a demand for payment. Stipulated Penalties due the United States must, as directed by the United States, be paid by EFT, or by certified or cashier's check in the amount due payable to the "United States Department of Justice," referencing DOJ No. 90-5-2-1-07388 and United States Attorney's Office file number _____, and delivered to the office of the United States Attorney, Eastern District of Missouri, Thomas F. Eagleton U.S. Court House, 111 South 10th Street, Room 20.333, St. Louis, MO 63102.

33. Defendants must pay interest on any balance of Stipulated Penalties not paid within the time provided in Paragraph 32. Interest on Stipulated Penalties will be computed as provided for in 28 U.S.C. § 1961. If any Stipulated Penalty is not paid in full when due, the United States is entitled to recover the costs (including attorneys fees) incurred in any action necessary to collect any Stipulated Penalty or interest thereon.

34. Subject to the provisions of Section "XV" ("Effect of Settlement/Reservation of Rights"), the Stipulated Penalties provided for in this Consent Decree are in addition to any other rights, remedies, or sanctions available to the United States by reason of Defendant's failure to comply with any requirement of this Consent Decree or applicable law, except for any violation of relevant statutory or regulatory requirements for which this Consent Decree also provides for payment of a Stipulated Penalty, the United States will elect whether it will seek Stipulated Penalties or statutory penalties for such violation.

XI. FORCE MAJEURE

35. "Force Majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Defendants, their contractors, or any entity controlled by one

or more Defendant that delays the performance of any obligation under this Consent Decree despite Defendants' best efforts to fulfill the obligation. "Best efforts" includes using best efforts to anticipate any potential Force Majeure event and to address the effects of any such event (a) as it is occurring and (b) after it has occurred, such that the delay is minimized to the greatest extent possible. "Force Majeure" does not include Defendants' financial inability to perform any obligation under this Consent Decree.

36. Examples of events that are *not* Force Majeure include, but are not limited to, unanticipated or increased costs or expenses of work, financial difficulties encountered by Defendants in performing such work, and the failure of Defendants or their representatives including contractors to make complete and timely application for any required approval or permit.

37. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, as to which Defendants intend to assert a claim of Force Majeure, Defendants must provide notice in writing, as provided in Section "XVII" ("Notices") of this Consent Decree, within ten (10) Days of the time Defendants first knew of, or by the exercise of due diligence should have known of, the event. Notification must include an explanation and description of the reasons for the delay; the anticipated duration of the delay; a description of all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; and Defendants' rationale for attributing the delay to a Force Majeure event. Failure to comply with these requirements will preclude Defendants from asserting any claim for Force Majeure.

38. Defendants have the burden of proving, by a preponderance of the evidence, that an event was a Force Majeure event; that Defendants gave the notice required by the preceding Paragraph; that Defendants took all reasonable steps to prevent or minimize any delay caused by the event; and that any period of delay Defendants claim was attributable to the Force Majeure event was caused by that event.

39. EPA will notify Defendants in writing of its agreement or disagreement with Defendants' claim of a delay or impediment to performance within thirty (30) Days of receipt of the notice provided under paragraph 37. If EPA agrees that Defendants could not have prevented or mitigated any delay, or anticipated delay, attributable to a Force Majeure event by the exercise of due diligence, EPA will notify Defendants in writing of its agreement to an extension of time for Defendants' performance of the affected compliance requirement by a period not exceeding the delay actually caused by the event. In the event the Parties cannot agree, EPA's determination will govern unless Defendants invoke formal Dispute Resolution pursuant to Paragraph 43 of Section "XII" of this Consent Decree within fourteen (14) Days after EPA's notification. An extension of time for performance of one or more obligations affected by a Force Majeure event will not, of itself, extend the time for performance of any other obligation.

40. Stipulated Penalties will not be due for the number of days of noncompliance determined to be caused by a Force Majeure event as defined in this Section.

XII. DISPUTE RESOLUTION

41. Unless otherwise expressly provided for in this Consent Decree, the Dispute Resolution procedure of this Section is the exclusive mechanism to resolve all disputes arising under this Consent Decree, except as otherwise provided in Section "XI" ("Force Majeure"). The

procedures set forth in this Section do not apply to actions by the United States to enforce obligations of Defendants that have not been disputed in accordance with this Section.

42. Any dispute which arises under or with respect to this Consent Decree will in the first instance be the subject of informal negotiations between the Parties. The period for informal negotiations may not exceed thirty (30) Days from the time the dispute arises, unless it is modified by written agreement of the parties to the dispute. The dispute will be considered to have arisen when one party sends the other party a written Notice of Dispute.

43. If the Parties cannot resolve a dispute by informal negotiations under the preceding Paragraph, then the position advanced by EPA will be considered binding unless, within fourteen (14) Days after the conclusion of the informal negotiations period, Defendants invoke the formal Dispute Resolution procedures by serving on the United States, in accordance with Section "XVII" ("Notices") of this Consent Decree a written Statement of Position on the matter in dispute, including, but not limited to, any supporting factual data, analysis, opinion, or documentation.

44. Within fourteen (14) Days after receipt of Defendants' Statement of Position, the United States will serve on Defendants its Statement of Position, including any supporting factual data, analysis, opinion or documentation. Within fourteen (14) Days after receipt of the United States' Statement of Position, Defendants may submit a reply.

45. An administrative record of the dispute must be maintained by EPA and must contain all statements of position, including supporting documentation, submitted pursuant to this Section. That record, together with other appropriate records maintained by EPA or submitted by

Defendants, will constitute the administrative record upon which the matter in dispute is to be resolved.

46. The Director of the Air Enforcement Division, OECA ("Director"), or a properly designated representative, will issue a final decision resolving the dispute. Where the dispute pertains to the performance of the Compliance Requirements under Section "VIII" of this Consent Decree, the decision will be upon the administrative record maintained by EPA pursuant to Paragraph 45. The decision of the Director will be binding on Defendants, subject only to the right to seek judicial review, in accordance with Paragraph 47 below.

47. The decision issued by EPA under Paragraph 43, may be reviewed by this Court upon a motion filed by Defendants and served upon the United States within fourteen (14) Days of receipt of EPA's decision.

48. The final position of the United States will be upheld if supported by substantial evidence in the record. In all disputes Defendants will bear the burden of demonstrating that their position clearly complies with and furthers the objectives of this Consent Decree and the CAA.

49. The invocation of formal Dispute Resolution procedures under this Section will not extend, postpone or affect in any way any obligation of Defendants under this Consent Decree, not directly in dispute, unless the United States or the Court agrees otherwise. Stipulated Penalties with respect to the disputed matter will continue to accrue from the first day of noncompliance, but payment will be stayed pending resolution of the dispute as provided in Paragraph 32. In the event that Defendants do not succeed on the disputed issue, Stipulated Penalties will be assessed and paid as provided in Section "X" ("Stipulated Penalties").

XIII. INFORMATION COLLECTION AND RETENTION

50. The United States and its representatives, including attorneys, contractors, and consultants, will have the right of entry to any facility covered by this Consent Decree, at all reasonable times, upon presentation of credentials to:

a. Monitor the progress of all requirements under this Consent Decree;

b. Verify any data or information submitted to the United States in accordance with the terms of this Consent Decree;

c. Assess Defendants' compliance with this Consent Decree.

51. Until the termination of this Consent Decree, Defendants must retain, and must instruct their contractors and agents to preserve, all nonidentical copies of all records and documents (including documents in electronic form) now in their or their contractors' or agents' possession or control, and that relate in any manner to Defendants' performance of their obligations under this Consent Decree. This record retention requirement will apply regardless of any corporate document-retention policy to the contrary.

52. At the conclusion of the document-retention period provided in the preceding Paragraph, Defendants must notify the United States, at least ninety (90) Days prior to the destruction of any records or documents subject to the requirements of the preceding Paragraph, and, upon request by the United States, Defendants must deliver any such records or documents to EPA. Defendants may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal law. If Defendants assert such a privilege, they must provide the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the

author of the document, record or information; (4) the name and tile of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege claimed by Defendants. No documents, reports, or other information created or generated pursuant to the requirements of this Consent Decree may be withheld on the grounds that they are privileged.

53. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States pursuant to applicable federal or state laws, regulations, or permits.

XIV. FAILURE OF COMPLIANCE

54. The United States does not, by its consent to the entry of this Consent Decree, warrant or aver in any manner that Defendants' compliance with any aspect of this Consent Decree will result in compliance with provisions of the CAA, 42 U.S.C. § 7401, et seq., namely, Subchapter VI of the CAA ("Stratospheric Ozone Protection"), 42 U.S.C. §§ 7671-7671q. Notwithstanding the United States' review and approval of any document(s) submitted to it by Defendants pursuant to this Consent Decree, Defendants will remain solely responsible for compliance with the terms of the CAA and this Consent Decree.

XV. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

55. This Consent Decree resolves the claims of the United States for civil penalties for the violations alleged in the Complaint, and for violations at Defendants' Facilities of the Recycling and Emission Reduction regulations set forth at 40 C.F.R. Part 82, Subpart F, through the date of lodging of this Consent Decree. Nothing in this Consent Decree is intended to operate in any way to resolve any other civil claims or any criminal liability of Defendants.

56. Subject to Paragraph 22, neither this Consent Decree, nor any requirement hereunder, is to be interpreted to be a Permit, or a modification of an existing Permit, issued pursuant to the CAA, 42 U.S.C. § 7401 et seq., nor will it in any way relieve Defendants of their obligation to obtain a Permit and comply with the requirements of any Permit or with any other applicable Federal or State, and local statutes and regulations.

57. This Consent Decree may not be construed to prevent or limit the rights of the United States to obtain penalties or injunctive relief under the CAA, or under other federal or state laws, regulations, or permit conditions, except as expressly specified herein.

58. Defendants are responsible for achieving and maintaining complete compliance with all applicable federal, state and local laws, regulations, and permits. Defendants' compliance with this Consent Decree is not a defense to any action commenced pursuant to said laws, regulations, or permits.

59. This Consent Decree does not limit or affect the rights of Defendants or of the United States against any third parties, not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against Defendants, except as otherwise provided by law.

60. This Consent Decree may not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

61. The United States reserves any and all legal and equitable remedies available to enforce the provisions of this Consent Decree, except as expressly stated herein.

XVI. COSTS

62. The Parties will each bear their own costs of litigation of this action, including attorneys' fees, except as provided in Paragraphs 15 and 33.

XVII. NOTICES

63. Except as otherwise provided in this Consent Decree, whenever written notifications, submissions, or communications to the United States or to the Defendants are required by this Consent Decree, they must be made in writing and addressed as follows:

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044

As to EPA (for the region where the facility is located):

Region 3:
CFC Coordinator
Air Enforcement
U.S. EPA Region 3
303 Methodist Building
11th and Chaplain Street
Wheeling, WV 26003

Region 4:
CFC Coordinator
Air Enforcement Branch
U.S. EPA Region 4 - 12th Floor
61 Forsyth Street
Atlanta, GA 30303

Region 5:
CFC Coordinator
U.S. EPA Region 5
77 W. Jackson Blvd.
Chicago, IL 60604-3507

Region 6:
CFC Coordinator
6EN-AA
U.S. EPA Region 6
1445 Ross Avenue, Suite 1200
Dallas, TX 75202-2733

Region 7:
CFC Coordinator
U.S. EPA, Region VII
901 N. 5th Street
Kansas City, Kansas 66101

Region 8:
CFC Coordinator
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202

Region 9:
CFC Coordinator
Air - 5
U.S. EPA Region 9
Hawthorne Street
San Francisco, CA 94105

As to the Defendants:

David B. Groce, Esq.
Vice President and Chief Counsel
Sara Lee Bakery Group, Inc.
8400 Maryland Avenue
St. Louis, MO 63105

64. A notice submitted pursuant to this Section will be deemed timely if it is correctly addressed and post marked on or before the date the notice is due, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

XVIII. RETENTION OF JURISDICTION

65. The Court will retain jurisdiction of this case until termination of this Consent Decree, for the purpose of enabling any of the Parties to apply to the Court for such further order, direction, or relief as may be necessary or appropriate for the construction or modification of this Consent Decree, or to effectuate or enforce compliance with its terms, or to resolve disputes in accordance with Section "XII" ("Dispute Resolution") of this Consent Decree.

XIX. MODIFICATION

66. The terms of this Consent Decree may be modified only by a subsequent written agreement signed by all the Parties. Where the modification constitutes a material change to any term of this Consent Decree, it will be effective only upon approval by the Court. The terms and schedules contained in Section VIII ("Compliance Requirements") of this Consent Decree may be modified upon written agreement of the Parties without Court approval, unless any such modification effects a material change to the terms of this Consent Decree or materially affects Defendants' ability to meet the objectives of this Consent Decree.

XX. TERMINATION

67. Upon approval by the Court, the Consent Decree will terminate on the *latest* of the following: (1) five years after entry of the Consent Decree; or (2) the date on which EPA determines that Defendants have satisfactorily completed the compliance program specified in Section "VIII" ("Compliance Requirements"), of this Consent Decree. In the interim, this Court will retain jurisdiction to enforce the Parties' rights and obligations under this Consent Decree. Nothing contained in this Consent Decree limits the power of the Court to issue such orders or directions as may be necessary to implement, enforce or modify the terms of this Consent Decree or to provide such further relief as the interests of justice may require.

68. If the Parties agree that Defendants have satisfactorily complied with the requirements of the Consent Decree and that all other requisite conditions for termination of the Consent Decree have been satisfied, they may file with the Court an appropriate pleading so notifying the Court and requesting termination of the Consent Decree.

69. Subject to the provisions of Paragraph 67, Defendants may serve upon the United States and file with the Court a "Motion for Termination of Consent Decree" ("Motion"), with supporting documentation demonstrating that the criteria in Paragraph 67 have been met.

70. The United States will have the right to oppose Defendants' Motion. If the United States opposes termination of the Consent Decree, Defendants will have the burden of proof by clear and convincing evidence that Defendants have satisfactorily complied with the requirements of the Consent Decree and that all other requisite conditions for termination of the Consent Decree have been satisfied.

XXI. PUBLIC PARTICIPATION

71. This Consent Decree will be lodged with the Court for a period of not less than thirty (30) Days for public notice and comment in accordance with 28 U.S.C. § 50.7. The United States reserves the right to withdraw or withhold its consent if the public comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper or inadequate. Defendants consent to the entry of this Consent Decree without further notice.

XXII. SIGNATORIES/SERVICE

72. Each undersigned representative of Defendants and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents.

73. This Consent Decree may be signed in counterparts, and such counterpart signature pages will be given full force and effect.

74. Defendants agree not to oppose entry of this Consent Decree by the Court or to challenge any provision of the Consent Decree, unless the United States has notified Defendants in writing that it no longer supports entry of the Consent Decree.

75. Defendants hereby agree to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements of Rule 4 of the Federal Rules of Civil Procedure ("FRCP") and any applicable Local Rules of this Court including, but not limited to, service of a summons.

XXIII. INTEGRATION

76. This Consent Decree and the attached Attachments "A" and "B" constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Consent Decree and supersede all prior agreements and understandings, whether oral or written. No other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Consent Decree or the settlement it represents, nor can it be used in construing the terms of this Consent Decree.

XXIV. FINAL JUDGMENT

77. Upon approval and entry of this Consent Decree by the Court, this Consent Decree will constitute a final judgment of the claims settled herein.

IT IS SO ORDERED this _____ day of _____, 2003.

_____
United States District Judge

FOR THE UNITED STATES OF AMERICA

UNITED STATES DEPARTMENT OF JUSTICE:

7.28.03
DATED:

Tom Sansonetti
THOMAS L. SANSONETTI
Assistant Attorney General
Environment and Natural Resources
Division

7/24/2003
DATED:

ROBERT E. MAHER
Assistant Section Chief
Environmental Enforcement Section
Environment and Natural Resources
Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 20044
(202) 514-4241

7/24/2003
DATED:

Kirk W. Koester
KIRK W. KOESTER
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources
Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 20044
(202) 514-9009
(202) 514-8395 (fax)

CONSENT DECREE RE:
U. S. v. Earthgrains Baking Companies, et al.
Civil Action No._____
Eastern District of Missouri

THE UNITED STATES ATTORNEY FOR THE EASTERN DISTRICT OF MISSOURI:

RAYMOND W. GRUENDER, III
United States Attorney
Eastern District of Missouri

7-31-03
DATED:

By: _____

Assistant United States Attorney
Thomas F. Eagleton U.S. Court House
111 South 10th Street
Room 20.333
St, Louis, Missouri 63102

CONSENT DECREE RE:
U. S. v. Earthgrains Baking Companies, et al.
Civil Action No._____
Eastern District of Missouri

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

7/29/03
DATED

JOHN PETER SUAREZ
Assistant Administrator
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Washington, D.C. 20460

CONSENT DECREE RE:
U. S. v. Earthgrains Baking Companies, et al.
Civil Action No. _____
Eastern District of Missouri

[Corporate Seal]

By: _____
Secretary

Earthgrains Baking Companies, Inc.

By: _____

Name: DAVID GROCE

Title: V.P. / ASST. SECRETARY

DATED: 7-7-03

[Corporate Seal]

By: _____
Secretary

Metz Baking Company

By: _____

Name: DAVID GROCE

Title: V.P. / ASST. SECRETARY

DATED: 7-7-03

CONSENT DECREE RE:
U. S. v. Earthgrains Baking Companies, et al.
Civil Action No. _____
Eastern District of Missouri

[Corporate Seal]

By: _____
Secretary

Earthgrains Refrigerated Dough Products, L.P.

By: EGR Texas General Partner, Inc.

Name: _____
DAVID GROCE

Title: V.P. / ASST. SECRETARY

DATED: 7-7-03

[Corporate Seal]

By: _____
Secretary

Coopersmith, Inc.

By: _____

Name: DAVID GROCE

Title: V.P. / ASST. SECRETARY

DATED: 7-7-03

CONSENT DECREE RE:
U. S. v. Earthgrains Baking Companies, et al.
Civil Action No. _____
Eastern District of Missouri

ATTACHMENT "A"

INDUSTRIAL PROCESS UNITS TO BE REPLACED, CONVERTED, OR RETIRED NO LATER THAN APRIL 30, 2006

FACILITY LOCATION	APPLIANCE NAME	CHARGE	RETROFIT, RETIRE OR REPLACE BY APRIL 30,
Huntington, WV	Vilter Unit	350 Lbs.	2005
	Carrier roll/mixer	300 Lbs.	2005
	Carrier #1 Bread Mixer	175 Lbs.	2005
	Carrier #2 Bread Mixer	175 Lbs.	2005
	Carrier #3 Bread Mixer	185 Lbs.	2005
Rome, GA	Line One Cooling Tunnel	258 Lbs.	2006
	Line 3 Cooling Tunnel	380 Lbs.	2006
	Line 2 Cooling Tunnel, Unit 1	115 Lbs.	2006
	Line 2 Cooling Tunnel, Unit 2	115 Lbs.	2006
	Line 4 Cooling Tunnel, Unit 1	170 lbs.	2006
	Line 4 Cooling Tunnel, Unit 2	170 lbs.	2006
Dothan, AL	#20 Mixer	315 Lbs.	2004
	#16 Mixer	245 Lbs.	2004
	#13 Mixer	235 Lbs.	2004
	#10 Mixer	210 Lbs.	2004
	Chilled Water	250 Lbs.	2004
Fort Payne, AL	Honey Bun Mixer	500 Lbs.	2005
	Sweet Roll Mixer	1000 Lbs.	2005
	Pan Bread Mixer	1500 Lbs.	2005
	Hearth #1 Mixer	1000 Lbs.	2005
	Hearth #2 Mixer	1000 Lbs.	2005
	Croissant #1 Mixer	1000 Lbs.	2005
	Croissant #2 Mixer	1000 Lbs.	2005
	Donut Tunnel	60 Lbs.	2006
	Bagel Retard Box #1	500 Lbs.	2006
	Bagel Retard Box #2	500 Lbs.	2006

Ft. Payne - continued	Bagel Retard Box #3	500 Lbs.	2006
	Bagel Retard Box #4	500 Lbs.	2006
	Ice Maker Cake Side	250 Lbs.	2006
	Donut Tunnel #1	75 Lbs.	2006
	Donut Tunnel #2	75 Lbs.	2006
	Donut Tunnel #3	75 Lbs.	2006
	Donut Tunnel #4	75 Lbs.	2006
	Cake Cooling Tunnel #1	600 Lbs.	2006
	Cake Cooling Tunnel #2	600 Lbs.	2006
	Cake Cooling Tunnel #3	600 Lbs.	2006
	Rhoen Room AC	120 Lbs.	2006
	Spiral Cooler Hearth #2	150 Lbs.	2006
	Shortening Cooler AC	125 Lbs.	2006
	New Ice Maker Rondo Line	175 Lbs.	2006
	Old Ice Maker Rondo Line	250 Lbs.	2006
	Hearth Ice Maker	200 Lbs.	2006
	GM Retard Box	1500 Lbs.	2006
Birmingham, AL	BP Mixer	150 Lbs.	2006
	AMF Mixer	150 Lbs.	2006
	B/EW Mixer	425 Lbs.	2006
	Water Chiller	150 Lbs.	2006
Forest Park, GA	TP1 Cooling Tunnel Circuit 1	500 Lbs.	2005
	TP1 Cooling Tunnel Circuit 2	500 Lbs.	2005
	#1 Water Chiller	250 Lbs.	2005
	#3 Water Chiller	114 Lbs.	2005
	#4 Water Chiller	110 Lbs.	2005
	#5 Water Chiller	75 Lbs.	2005
	RD Mixer #1 Refrigeration	500 Lbs.	2005
	RD Mixer #2 Refrigeration	350 Lbs.	2005
	RD Mixer #3 Refrigeration	500 Lbs.	2005

Forest Park- continued	RD Mixer #5 Refrigeration	350 Lbs.	2005
	RD Mixer #6 Refrigeration	350 Lbs.	2005
	RD Mixer #7 Refrigeration	350 Lbs.	2005
	RD Mixer #8 Refrigeration	500 Lbs.	2005
	RD Mixer #9 Refrigeration	200 Lbs.	2004
	TP1 Mixer #1 Refrigeration	350 Lbs.	2005
	TP1 Mixer #2 Refrigeration	330 Lbs.	2005
	TP2 Mixer #1 Refrigeration	330 Lbs.	2005
	TP2 Mixer #2 Refrigeration	320 Lbs.	2005
	TP1 Ice Maker	90 Lbs.	2005
	TP2 Ice Maker	100 Lbs.	2005
	RD1 Ice Maker	90 Lbs.	2005
	RD3 Ice Maker	90 Lbs.	2005
Owensboro, KY	Water Chiller	180 Lbs.	2006
	Bread Sponge Mixer	210 Lbs.	2006
	Bread Dough Mixer	340 Lbs.	2004
	Bun Dough Mixer	290 Lbs.	2004
London, KY	400 Mixer	180 Lbs.	2004
	800 Mixer	175 Lbs.	2004
	Variety Final Mixer	450 Lbs.	2006
	Chilled Water Fall	75 Lbs.	2006
	Ice Builder	550 Lbs.	2004
Valdese, NC	AMF Variety Roll Dough Mixer	200 Lbs.	2005
	Peerless Main Roll Dough Mixer	200 Lbs.	2005
	#1 Peerless Variety Bread Mixer	200 Lbs.	2005
	#2 Peerless Variety Bread Mixer	200 Lbs.	2005
	Chester Jensen Water Chiller	200 Lbs.	2005
Orangeburg, SC	Water Chiller, Ingredient Water	300 Lbs.	2004
Chattanooga, TN	Water Chiller	150 Lbs.	2004

Chattanooga - contd.	#10 Bun Mixer	350 Lbs.	2004
	#16 Bread Mixer	180 Lbs.	2004
Memphis, TN	#20 Mixer	350 Lbs.	2004
	#16 Mixer	350 Lbs.	2004
	Ice Water/Chill Water Systems	350 Lbs.	2004
Nashville, TN	Chiller Water	117 Lbs.	2005
Knoxville, TN	#1 Mixer	450 Lbs.	2005
	#2 Mixer	120 Lbs.	2005
	#1 Water Chiller	120 Lbs.	2005
	#2 Water Chiller	120 Lbs.	2005
Chicago, IL	Mixer #1	210 Lbs.	2004
	Mixer #2	150 Lbs.	2004
	Mixer #3	150 Lbs.	2004
	Mixer #4	150 Lbs.	2004
	Water Chiller	72 Lbs.	2004
Rockford, IL	Bun Mixer	175 Lbs.	2004
	Bread Mixer	200 Lbs.	2004
	Sponge Mixer	160 Lbs.	2004
	Water Chiller	125 Lbs.	2004
Marquette, MI	Carrier Water Chiller	450 Lbs.	2005
	Schnacke Thermatrol #13 Mixer	300 Lbs.	2005
	Schnacke Thermatrol #20 Mixer	570 Lbs.	2005
Roseville, MN	Bun Ice Water Unit	400 Lbs.	2005
	Bread Ice Water Units	350 Lbs.	2005
	Bread Sponge Mixer	230 Lbs.	2005
	#1 Bread Mixer	300 Lbs.	2005
	#2 Bread Mixer	300 Lbs.	2005
	Bun Mixer	250 Lbs.	2005
Eau Claire, WI	Grasson-Mixer Primary	380 Lbs.	2004
	Schnacke Standby	380 Lbs.	2004

Eau Claire - contd.	Copelametic - Ingrediator	96 Lbs.	2004
	Grasso Water Chiller	225 Lbs.	2004
La Crosse, WI	Mixer #25 Jacket	110 Lbs.	2006
Madison, WI	Mixer #2	90 Lbs.	2005
	Water Chiller Condenser #1	150 Lbs.	2005
	Water Chiller Condenser #2	150 Lbs.	2005
	Choc. Enrober #1	100 Lbs.	2005
	Choc. Enrober #2	100 Lbs.	2005
Milwaukee, WI	Mixer #1	125 Lbs.	2005
	Mixer #2	95 Lbs.	2005
	Mixer #3	125 Lbs.	2005
	Mixer #4	180 Lbs.	2005
	Chiller #1	75 Lbs.	2005
	Chiller #2	75 Lbs.	2005
Albuquerque, NM	1300 Bun Line Mixer	350 Lbs.	2004
	1600 Pullman Line Mixer	400 Lbs.	2004
	1600 Variety Line Mixer	400 Lbs.	2004
	#1 Ice Water Unit	250 Lbs.	2005
	#2 Ice Water Unit	250 Lbs.	2005
Bagel Baking, Albuquerque, NM	Trenton Retard Box	75 Lbs.	2004
	Thermatrol Water Chiller	150 Lbs.	2004
	Mixer	70 Lbs.	2004
Dallas, TX	#1 BP Bread Dough Mixer	650 Lbs.	2004
	#1 Peerless Bun Dough Mixer	210 Lbs.	2004
	#1 Chill Water Tank	210 Lbs.	2004
	#2 ETMW Bread Dough Mixer	650 Lbs.	2004
	#2 BP Bun Dough Mixer	340 Lbs.	2004
	#2 Chill Water Tank	210 Lbs.	2004
	Ice Flake Machine	80 Lbs.	2006

El Paso, TX	#13 Mixer	435 Lbs.	2005
	Ice Water System	290 Lbs.	2005
Harlingen, TX	North Mixer	290 Lbs.	2004
	South Mixer	290 Lbs.	2004
	Chill Water Tank	200 Lbs.	2005
Lubbock, TX	Dough Mixer	155 Lbs.	2004
	Chill Water	75 Lbs.	2005
Houston, TX	Bread Chilled Water	300 Lbs.	2006
Paris, TX	Hearth Dough Mixer #1	300 Lbs.	2006
	Hearth Dough Mixer #2	394 Lbs.	2006
	Pan Bread Dough Mixer, AMF	375 Lbs.	2006
	Chester Jensen Ice Build 1,2,3	459 Lbs.	2004
	Frozen Dough #1, Baker Perkins	250 Lbs.	2004
	Cake Cooling Tunnel #1 East	150 Lbs.	2006
	Cake Cooling Tunnel #2 West	150 Lbs.	2006
	Frozen Dough #2 Mixer, #1	300 Lbs.	2006
	Frozen Dough #2 Mixer #2	300 Lbs.	2006
	Honey Bun Mixer, Triumph 12	200 Lbs.	2004
	Pie Dough Mixer, Triumph	150 Lbs.	2006
	Sweet Roll Mixer #1, AMF 2000	375 Lbs.	2006
	Sweet Roll Sponge Mixer #2	371 Lbs.	2006
	Ice Maker #1 Howe	53 Lbs.	2006
	Cake Tunnel Cold Plates	126 Lbs.	2006
	Donut Cooling Tunnel	434 Lbs.	2006
	Donut Tunnel Pre Cooler	150 Lbs.	2006
	Cake Sweetner Tanks	175 Lbs.	2006
	Bread Line #2, Pkg. Room 1 & 2	462 Lbs.	2006
	Bread Line #2, Cooler #1, 1 & 2	298 Lbs.	2006

Paris - continued	Bread Line #2, Cooler #2, 1 & 2	262 Lbs.	2006
	Bread Line #2, Cooler #3, 1 & 2	222 Lbs.	2006
	Croissant Line AC, 1, 4, 5, 6	256 Lbs.	2006
	Croissant Cooler 1 & 2	450 Lbs.	2006
	Croissant Ice Flaker, #1 & #2	160 Lbs.	2006
	Croissant Mixer Refrigeration	554 Lbs.	2006
	Croissant Retard Box #3, 1 & 2	325 Lbs.	2006
San Antonio, TX	Bun Mixer	320 Lbs.	2004
	Bread Mixer	340 Lbs.	2004
	Chilled Water	200 Lbs.	2005
Carrollton, TX	Cond. 15 - Pie Line South	60 Lbs.	2006
	Cond. 16 - Pie Line North	60 Lbs.	2006
	Cond. 17 - Jumbo Line	100 Lbs.	2004
	#1 Water Chiller	80 Lbs.	2004
	#2 Water Chiller	100 Lbs.	2006
	#3 Water Chiller	100 Lbs.	2006
	#4 Water Chiller	100 Lbs.	2006
	#5 Water Chiller	100 Lbs.	2006
	#6 Water Chiller	100 Lbs.	2006
Oklahoma City, OK	Bread Mixer #1	58 Lbs.	2005
	Bread Mixer #2	58 Lbs.	2005
	Bread Chiller Water	200 Lbs.	2005
Dubuque, IA	#25 Mixer Cooling Compressor	81 Lbs.	2004
	#16 Mixer Cooling Compressor	83 Lbs.	2004
	#20 Mixer Cooling Compressor	81 Lbs.	2004
Sioux City, IA	Bread Dough Mixer	150 Lbs.	2006
	Bread Dough Mixer Middle	150 Lbs.	2006
	Bread Sponge Mixer	150 Lbs.	2006

Sioux City - continued	Muffin Dough Mixer	150 Lbs.	2006
	Chill Water	210 Lbs.	2006
Hutchinson, KS	#13 Bread Dough Mixer	250 Lbs.	2004
	Bun Water Chiller	250 Lbs.	2004
Wichita, KS	#16 Bread Mixer	300 Lbs.	2004
	Bun Mixer	300 Lbs.	2004
	Ice Water Chiller	250 Lbs.	2004
Springfield, MO	#13 Mixer (Bun)	340 Lbs.	2004
	#20 Mixer (Bread)	340 Lbs.	2004
Hastings, NE	Bun Mixer	400 Lbs.	2004
	Bread Mixer	120 Lbs.	2004
	Sponge Mixer	120 Lbs.	2004
Bellevue, NE	Bun Sponge Mixer	300 Lbs.	2004
	Bread Sponge Mixer	300 Lbs.	2004
	Bun Dough Mixer	300 Lbs.	2004
	Bread Dough Mixer #1	300 Lbs.	2004
	Bread Dough Mixer #2	300 Lbs.	2004
	Water Chiller	300 Lbs.	2004
South Sioux City, NE	Bun Dough Mixer	150 Lbs.	2004
	Bun Sponge Mixer	150 Lbs.	2004
	Water Chiller	210 Lbs.	2004
Denver, CO	Chester Jensen Ice Water	150 Lbs.	2004
Grand Junction, CO	Bread Sponge Mixer	185 Lbs.	2004
	Bread Dough Mixer	206 Lbs.	2004
	South Water Chiller	87 Lbs.	2004
Sioux Falls, SD	Bread Mixer	300 Lbs.	2006
Salt Lake City, UT	Water Chiller	125 Lbs.	2005
	Bread Dough and Sponge Mixer	300 Lbs.	2005
	Bun Dough Mixer	100 Lbs.	2005
	Bun Sponge Mixer	80 Lbs.	2005

Phoenix, AZ	#2000 Lbs. BEW Bread Mixer	600 Lbs.	2005
	#1300 Lbs. BP Bun Mixer	500 Lbs.	2005
	Chester Water Chiller	500 Lbs.	2005
Tucson, AZ	#1600 Lb. Peerless Bread Mixer	546 Lbs.	2004
	#513 BP Bun Mixer	448 Lbs.	2004
	Ice Water Chiller	407 Lbs.	2004
Fresno, CA	20 Mixer	350 Lbs.	2004
	13 Mixer	200 Lbs.	2004
	Chilled Water	174 Lbs.	2005
Oakland, CA	Bread Dough Mixer	750 Lbs.	2005
	Bread Dough Mixer	750 Lbs.	2005
	Bun Dough Mixer	900 Lbs.	2005
	Chilled Water (Compart #1)	300 Lbs.	2005
	Chilled Water (Compartment #2)	300 Lbs.	2005
	Muffin Dough Mixer	850 Lbs.	2005
Sacramento, CA	Bread Mixer #1	304 Lbs.	2005
	Bread Mixer #2	304 Lbs.	2005
	Bread Water Chiller	225 Lbs.	2005
	Bun Mixer #13	268 Lbs.	2005
	Bun Mixer #20	268 Lbs.	2005
	Bun Water Chiller	303 Lbs.	2005
Stockton, CA	Dough Mixer #1	170 Lbs.	2004
	Dough Mixer #2	170 Lbs.	2004
	Dough Mixer #6	170 Lbs.	2004
	Bread Chilled Water System	150 Lbs.	2004
	Bun Chilled Water System	150 Lbs.	2004
	Donut Cooling Tunnel	98 Lbs.	2006
Total Appliances - 257			

ATTACHMENT "B"

COMMERCIAL REFRIGERATION SYSTEMS TO BE REPLACED, CONVERTED, OR RETIRED NO LATER THAN APRIL 30, 2006

FACILITY LOCATION	APPLIANCE NAME	CHARGE	RETROFIT, RETIRE OR REPLACE BY APRIL 30,
Milwaukee, WI	Freezer #1	50 Lbs.	2005
Carrollton, TX	Cond. 22 Southwest 02 Vault	140 Lbs.	2006
	Cond. 23 Northeast 02 Vault	140 Lbs.	2006
	Cond. 24 Northwest 02 Vault	142 Lbs.	2006
	Cond. 25 - 70 Room	110 Lbs.	2006
Harlingen, TX	Yeast Box	60 Lbs.	2005
Paris, TX	Ingredient Freezer, Trenton 15	200 Lbs.	2006
Total Appliances - 7			