

February 16, 2007

**Re: Judicial Approval of the Approved Amended
Settlement Agreement of the Bayou Woods Class Action Lawsuit**

Dear Settlement Class Member:

The fairness hearing in your class action suit was held on December 20, 2006, before Judge John Wooldridge. We are pleased to report that the Court approved the substantive terms of the settlement agreement that were previously provided to you. Enclosed is a copy of the Order of Final Judicial Approval of Settlement and Award of Attorneys' Fees signed by the Court on December 20, 2006. As provided in the Approved Amended Settlement Agreement (attached as Exhibit A to the Order), the deadline for Cooper Cameron to exercise its right to terminate the settlement has now passed. Therefore, on February 14, 2007, the Court signed an Order of Dismissal, a copy of which is attached hereto, dismissing the class action suit.

Please note that at the December 20 hearing, two minor handwritten changes were made on the Approved Amended Settlement Agreement (see Sections 3.1 and 3.4). These changes are summarized as follows:

- At the Court's request, Cooper Cameron agreed to provide you with a copy of the Certificate of Completion issued by the Texas Commission on Environmental Quality ("TCEQ") indicating that the cleanup has been completed as required under TCEQ regulations. To document Cooper Cameron's agreement, the following sentence was added to Section 3.1 of the Agreement: "Cooper Cameron has agreed to provide a copy of the TCEQ's Certificate of Completion."
- Cooper Cameron initially requested a cut-off date for receipt of claims for reimbursement of the Owner's 2006 property taxes. However, the Court denied the request and the language was removed from Section 3.4 of the Agreement.

Please also note that pursuant to Section 3.4 of the Approved Amended Settlement Agreement, you may elect to terminate your right to require Cooper Cameron to enter into an Amended Property Marketing Agreement with you and to receive a payment from Cooper Cameron in the amount of your 2006 ad valorem taxes levied by the Harris County Appraisal District and the Spring Branch Independent School District. You may make this election at any time until 60 days after you receive from Cooper Cameron a copy of a Certificate of Completion covering the Affected Area. If you make this election, you will no longer have the right to require Cooper Cameron to enter into a Property Marketing Agreement with you. If you do not wish to make this election at this time, you should save copies of your 2006 ad valorem tax statements and receipts so you can provide them to Cooper Cameron should you chose to make this election later. If you do elect to receive payment in the amount of your 2006 ad valorem taxes and later decide to sell your home

before the TCEQ issues its Certificate of Completion, we recommend that you attach the Notice to Buyer of Class Action Settlement, a copy of which included as Schedule C to the Amended Property Marketing Agreement, to your property sales documents.

To make the election described in the preceding paragraph, you must mail, deliver or fax a letter stating your intent to make such election and enclosing a copy of your 2006 ad valorem tax invoices or receipts to the following:

Bruce Himmelreich
Cooper Cameron Corporation
1333 West Loop South, Suite 1700
Houston, Texas 77027

With a copy to:

Gregory N. Jones
Franklin, Cardwell & Jones
1001 McKinney, 18th Floor
Houston, Texas

Keith Taunton
Tucker, Taunton, Snyder & Slade, P.C.
10370 Richmond Avenue, Suite 1400
Houston, Texas 77042

Cooper Cameron and/or its attorneys will prepare the appropriate documentation acknowledging your election and will return same to you for execution. Once those documents have been properly executed and returned to Cooper Cameron, your check will be mailed to you.

If you chose to sell your property pursuant to the Approved Amended Settlement Agreement and Amended Property Marketing Agreement, you must follow the procedures set forth in those documents. In general, you begin the process by providing written notice to Cooper Cameron of your intent to sell your property in accordance with Section 3.1 of the Approved Amended Settlement Agreement. Either contemporaneously with the notice, or within 10 days after providing notice, you must send Cooper Cameron 1) a copy of an Amended Property Marketing Agreement signed and dated by you and 2) the identity of a local, full time Texas licensed real estate appraiser that you select. (See Sections 3.1 and 3.1 of the Approved Amended Settlement Agreement). Once you have done this and Cooper Cameron responds pursuant to Section 3.3 of the Approved Amended Settlement Agreement, you must then follow the terms of the Amended Property Marketing Agreement. We can assist you in this process should you so desire.

We are pleased to have represented the Class Members in this matter. Should you have any questions or concerns, please do not hesitate to contact us.

CAUSE NO. 2002-31531

RICARDO AND DEBRA VALICE

PLAINTIFFS,

VS.

CAMERON IRON WORKS, INC.
COOPER INDUSTRIES, INC. AND
CAMERON COOPER CORPORATION

DEFENDANTS.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

269TH JUDICIAL DISTRICT COURT

ORDER OF DISMISSAL

BE IT REMEMBERED that on this day came Plaintiffs and Defendants by and through their respective counsel in presenting this Agreed Order of Dismissal with Prejudice and Agreed Order approving expenses. The Court having reviewed the Class Settlement Agreement on file with the Court and aware of its prior approval of said Agreement by the order signed December 20, 2006, ORDERS, ADJUDGES AND DECREES that Time for termination by the Defendants Cameron Iron Works, Inc., Cooper Industries, Inc. and Cooper Cameron Corporation has passed and the Defendants have elected not terminated the Settlement. Therefore the Court finds that all conditions precedent to the settlement of the Class Action lawsuit have been met, and further, that parties have agreed to settle their claims and that this cause of action is dismissed with prejudice.

The Court further Orders that the Defendants pay the expenses of Class Counsel in the amount of \$95,000.00.

IT THEREFORE, ORDERED, ADJUDGED AND DECREED that case expenses incurred by Class Counsel in the amount of \$95,000.00 are hereby approved for payment by Defendants as part of the agreed settlement.

CHARLES BACARISSE
District Clerk

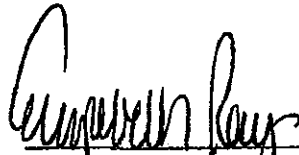
FEB 12 2007

Harris County, Texas

By WTF Deputy

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this case and the claims of all Class Plaintiffs against the Defendants are dismissed with prejudice.

This order disposes of all claims and all parties.



PRESIDING JUDGE

Signed: 2/14/07

P-64
ENSEX

NO. 2002-31531

RICARDO and DEBRA VALICE,
ET AL

v.

CAMERON IRON WORKS, INC.
COOPER INDUSTRIES, INC. and
COOPER CAMERON CORPORATION

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IN THE DISTRICT COURT OF

HARRIS COUNTY, T E X A S

269th JUDICIAL DISTRICT COURT

**ORDER OF FINAL JUDICIAL APPROVAL
OF SETTLEMENT AND AWARD OF ATTORNEYS' FEES**

This matter was brought before this Court by motion of the Plaintiffs, who seek final judicial approval of a settlement reached between a class of homeowners whose property values were allegedly diminished as a result of pollution conditions existing under and around the Plaintiffs' homes and the Defendants herein. The Court, having considered the pleadings, evidence, argument and objections presented, is of the opinion that said Motion should be granted. It is accordingly,

ORDERED that the terms of the Approved Amended Settlement Agreement attached as Exhibit "A" to this Order are hereby approved; and

ORDERED that the Defendants shall pay attorneys' fees in the aggregate amount of \$2,500,000, to Class Counsel as part of the agreed settlement.

SIGNED this _____ day of _____, 2006.
12-20-06
DEC 20 2006

F I L E D
CHARLES BACARISSE
District Clerk
DEC 20 2006
Harris County, Texas
By _____ Deputy

JUDGE PRESIDING

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

NO. 2002-31531

RICARDO and DEBRA VALICE,
ET AL

v.

CAMERON IRON WORKS, INC.
COOPER INDUSTRIES, INC. and
COOPER CAMERON CORPORATION

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IN THE DISTRICT COURT OF

HARRIS COUNTY, T E X A S

269th JUDICIAL DISTRICT COURT

F **E** **D**
CHARLES BACARISSE
District Clerk

MOTION FOR FINAL JUDICIAL APPROVAL
OF THE SETTLEMENT AND AWARD OF ATTORNEYS' FEES

DEC 20 2006

Harris County, Texas

TO THE HONORABLE JUDGE OF SAID COURT:

By Deputy

COME NOW Plaintiffs and Defendants, by and through their counsel, and file this Motion for final Judicial Approval of the Settlement and Award of Attorneys' Fees, and for same would show the Court as follows:

I.

The parties in the above referenced matter have reached a settlement of their claims which are the basis of this lawsuit, the terms of which are recited in the Approved Amended Settlement Agreement attached hereto as Exhibit "A." On November 30, 2006, the Amended Settlement Agreement was forwarded to all class members with a deadline of December 15, 2006, for filing of any objections and/or notice of opt-outs. Counsel for the Class and Defendant Cooper Cameron have received objections from two putative Class Members and opt out notices from twenty-one (21), who are listed on the attached Exhibit "B".

The parties respectfully request the approval of Exhibit "A," the Approved Amended Settlement Agreement, which contains several minor changes in response to the objections filed

in this matter.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs and Defendants pray that the Court grant this Motion for Final Judicial Approval of the Settlement and Award of Attorneys' Fees, and for such other and further relief to which the parties may show themselves justly entitled.

Respectfully submitted,

FRANKLIN, CARDWELL & JONES
A Professional Corporation

By: 

Gregory D. Jones
Bar Card No. 10889450
1001 McKinney, 18th Floor
Houston, Texas 77002
Telephone: (713) 222-6025
Telecopier: (713) 222-0938
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HAGANS, BURDINE, MONTGOMERY,
RUSTAY & WINCHESTER, P.C.

By: 

William Fred Hagans
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Scott G. Burdine
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Houston, Texas 77006
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ATTORNEYS FOR PLAINTIFFS

TUCKER, TAUNTON, SNYDER & SLADE, P.C.

By: Keith R. Taunton

Keith Taunton

Bar Card No. 19681100

10370 Richmond Avenue, Suite 1400

Houston, Texas 77042

Telephone: (713) 961-5800

Telecopier: (713) 713-993-5308

**ATTORNEYS FOR DEFENDANTS
CAMERON IRON WORKS, INC.,
COOPER INDUSTRIES, INC. and
COOPER CAMERON CORPORATION**

EXHIBIT A

NO. 2002-31531

RICARDO and DEBRA VALICE

v.

CAMERON IRON WORKS, INC.
COOPER INDUSTRIES, INC. and
COOPER CAMERON CORP.

§ IN THE DISTRICT COURT OF
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§
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§ HARRIS COUNTY, T E X A S
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§ 269th JUDICIAL DISTRICT COURT

APPROVED AMENDED SETTLEMENT AGREEMENT

This Approved Amended Settlement Agreement ("Amended Settlement Agreement") is made and entered into on this 20th day of December, 2006 by and among Plaintiff, individually and as representative of the Settlement Class (as defined below and hereinafter collectively referred to as "Plaintiffs"), by and through their counsel, and Cooper Cameron Corporation (hereinafter "Cooper Cameron"), Cooper Industries, Inc. and Cameron Iron Works, Inc. by and through their counsel.

WHEREAS, Cooper Cameron's predecessors in interest allegedly caused a Pollution Condition (as defined below) to the soil and groundwater at the Site (as defined below);

WHEREAS, the Pollution Condition has allegedly migrated through the groundwater in a southerly direction and now is present under the Affected Area (as defined below);

WHEREAS, Plaintiffs own residential property in the Affected Area and have filed the Class Action Lawsuit (as defined below) alleging generally that they have suffered Property Damages (as defined below) for which Defendants (as defined below) are liable to them;

WHEREAS, Defendants deny any liability or wrongdoing and further deny that Plaintiffs, or Class Members (as defined below), have any justifiable claim for relief or that Defendants have any liability to Plaintiffs or Class Members, and asserts that they have meritorious defenses to the claims advanced by Plaintiffs and Class Members;

WHEREAS, Defendants agree, for purposes of settlement only, not to assert defenses and individual issues of liability, causation and damage, which Defendants maintain would make a class action unmanageable if certified for litigation purposes;

WHEREAS, arms length settlement negotiations have taken place between counsel for Plaintiffs and Defendants, and this Amended Settlement Agreement, which embodies all of the terms and conditions of the Settlement between Defendants and Plaintiffs or Class Members, has been reached, subject to the final approval of the Court;

WHEREAS, Plaintiffs' counsel have concluded, after substantial discovery and extensive investigation of the facts and law applicable to Plaintiffs' claims, and after carefully considering the circumstances of the Class Action Lawsuit, and the substantial benefits that the Amended Settlement Agreement provides, that it is in the best interests of the Plaintiffs and Class Members to enter into this Amended Settlement Agreement in order to avoid the uncertainties of this complex litigation and to provide a benefit to the Class Members;

WHEREAS, Plaintiffs' counsel consider the Settlement set forth herein to be fair, reasonable, adequate, and in the best interests of the Class Members;

WHEREAS, Defendants have concluded, without conceding any wrongdoing or liability of any kind, that the Amended Settlement Agreement is desirable in order to avoid the burden of defending protracted litigation, to put the claims to rest, and also to serve as an appropriate vehicle for Defendants to provide Plaintiffs and Class Members with the benefits provided for in this Settlement;

WHEREAS, Judge John Woolridge, the Presiding Judge of th 269th Judicial Distret Court, after considering the evidence and argument presented by Class Counsel, Counsel for Cooper Cameron and members of the putative class who timely filed objections, has approved this settlement, including the payment of attorneys' fees, as being in the best interest of the Class;

NOW, THEREFORE, in consideration of the premises recited above and the mutual covenants and agreements contained herein, the Parties (as defined below) agree as follows:

1. DEFINITIONS

For purposes of this Amended Settlement Agreement the following terms shall have the meanings set forth below:

- (a) "Affected Area" means that certain area containing the residential properties allegedly impacted by the Pollution Condition shown to be over an area marked in green on the map, along with the list of property addresses within the area marked in green, attached as Exhibit "A" and approved by the TCEQ until sixty (60) days after the receipt of a Certificate of Completion as defined below.

(b) "Amended Property Marketing Agreement" means the agreement in the form attached hereto as Exhibit C.

(c) "Bar Date" means the date designated by the Court by which all Class Members are required to exercise their Opt-Out Right, which the parties agree will be no later than December 15, 2006.

(d) "Bodily Injury" means any injury to or illness affecting any part of a person's body (internal or external) or mind, and all legally recoverable damages as a result of such injury or illness.

(e) "Certificate of Completion" means the written acknowledgement pursuant to Section 361.609 of the Texas Health & Safety Code (the "Code") by the executive director of the Texas Commission on Environmental Quality (or any successor state agency) (the "TCEQ") that Cooper Cameron has successfully completed its voluntary cleanup approved under the Code.

(f) "Class Action Lawsuit" means the class action lawsuit which is currently pending and is styled: *Ricardo and Debbie Valice vs Cooper Cameron Corporation, et al*; cause no. 2002-31531; In the 269th Judicial District Court of Harris County, Texas.

(g) "Class Action Settlement" or "Settlement" means the Settlement set forth in this Amended Settlement Agreement.

(h) "Class Counsel" means the attorneys designated as Class Counsel by the Court.

(i) "Class Members" means the persons included in the Settlement Class, except those persons who validly exercise their Opt-Out Rights pursuant to Section 5 below.

(j) "Cooper Cameron" means Cooper Cameron Corporation, Cooper Industries, Inc., Cooper Iron Works, Inc. and their insurers, predecessors, successors, affiliates, and subsidiaries.

(j) "Court" means the 269th Judicial District Court of Harris County, Texas.

(k) "Court Approval" means the Court's order granting final approval of the Amended Settlement Agreement.

(l) "Court Approval Date" means the date when Court Approval occurs.

(m) "Defendants" means Cooper Cameron Corporation, Cameron Iron Works, Inc. and Cooper Industries, Inc.

(n) "Environmental Claims" shall have the meaning ascribed to such term in Section 4.1.

(o) "Fairness Hearing" means the hearing conducted by the Court to determine the fairness, adequacy and reasonableness of this Amended Settlement Agreement under TEX. R. CIV. P. 42(e), currently scheduled for December 20, 2006.

(p) "Fairness Hearing Date" means the date on which the Fairness Hearing occurs.

(q) "Final Judicial Approval" means the approval of the Amended Settlement Agreement by the Court with no change except those agreed to by the Parties, and dismissal with prejudice of the Class Action Lawsuit and such approval and dismissal becoming final by the exhaustion of all appeals, including any petition for review to the Texas Supreme Court. In the event that Court Approval is denied and the period for appealing this denial has expired without a successful appeal having been taken, Final Judicial Approval shall not be deemed to have been obtained.

(r) "Final Judicial Approval Date" means the date on which Final Judicial Approval occurs.

(s) "Notice Plan" means the Court-approved process by which the Plaintiffs shall distribute the notice of the Settlement and application for attorneys' fees and costs to Class Members.

(t) "Objection Date" means the date designated by the Court by which all Class Members are required to exercise their Objection Right.

(u) "Objection Right" means the right of each Class Member to object in writing to the Settlement pursuant to Section 6.1.

(v) "Opt-Out Period" means the time during which a Class Member may Opt-Out of the Settlement Class.

(w) "Opt-Out Right" means the Opt-Out Right available to Class Members pursuant to Section 5.

(x) "Parties" means Plaintiffs and Defendants.

(y) "Pollution Condition" or "Pollution Conditions" means one or more of the constituents of concern listed on Exhibit B released to the soil or groundwater at the Site during operation of the Site by Cooper Cameron's predecessor's in interest.

(z) "Preliminary Approval" means the Court's order granting Preliminary Approval of this Amended Settlement Agreement and preliminary certification of the Settlement Class pursuant to Tex. R. Civ. P. 42.

(aa) "Preliminary Approval Date" means the date on which the Court grants Preliminary Approval of this Amended Settlement Agreement and preliminary certification of the Settlement Class pursuant to Tex. R. Civ. P. 42.

(bb) "Property Damages" means all damages and remedies for damage to real property, and all fixtures and appurtenances thereon, arising from the Pollution Condition, including without limitation: natural resources claims for property damages, diminution in value, devaluation, and all the following that arise from such damages or remedies: consequential damages, mental anguish, damages ensuing from loss of credit, trespass, nuisance, loss of rentals, loss of sale, loss of marketability, and loss of sales opportunity.

(cc) "Released Parties" means: "Cooper Cameron," as defined herein and Defendants; the past and present agents, employees, and officers of Defendants; and all other persons, firms, and corporations for whose conduct the persons and entities named in this definition may be liable.

(dd) "Settled Claims" means all existing, future, known, and unknown claims, demands, and causes of action of any nature, whether in contract or in tort, arising under or by virtue of any statute or regulation, for all past, existing, future, known, and unknown Property Damages and remedies to redress such Property Damages. Settled Claims includes such claims for Property Damages that have been brought or that could have been brought in the Class Action Lawsuit or in any other court, tribunal or forum, in this or any other jurisdiction, in these United States or anywhere else and which have accrued or may ever accrue to Class Members, including without limitation all losses, damages, or remedies of any kind for Property Damages that have been or are now recognized by law or that may be created or recognized in the future by any manner, including without limitation by

statute, regulation, or judicial decision, including without limitation the following: all actual damages, exemplary damages, all penalties of any kind, pre-judgment and post-judgment interest or costs and attorney's fees, caused in whole or in part by the Pollution Condition; **PROVIDED HOWEVER**, that Settled Claims does not include the following: (1) claims and causes of action for Bodily Injury to Class Members or to any other person caused by, in whole or in part, the Pollution Condition, (2) Environmental Claims and (3) any other claims, demands, causes of action, losses, damages and remedies not specifically mentioned in this definition.

(ee) **"Settlement Class"** means the following class, as identified herein and in the Class Action Lawsuit, and which is the subject of this Amended Settlement Agreement:

That certain group of residential property owners who, as of the Final Judicial Approval Date, own residential property in the Affected Area, and their estates, administrators or other legal representatives, heirs or beneficiaries.

The Settlement Class does not include any individuals whose claims for Property Damages against Cooper Cameron or any other of the Released Parties (1) arise out of property purchased from Cooper Cameron or any other Released Party, (2) have been resolved by release outside of this Settlement, or (3) have been resolved by judgment on the merits.

(ff) **"Site"** means the former Cameron Iron Works facility located at 1000 Silber Road, Houston, Harris County, Texas.

(gg) **"Termination Right"** means the right of Cooper Cameron, as set forth in Section 10, to terminate and void this Amended Settlement Agreement, and restore all claims in the Class Action Lawsuit to litigation, subject to all defenses to liability and damages of Defendants.

2. COURT APPROVAL

2.1 Within five (5) calendar days after the execution of this Amended Settlement Agreement, Plaintiffs through Class Counsel shall file with the Court a proposed order, which the Parties shall jointly request that the Court sign consistent with granting Preliminary Approval and establishing the agreed deadlines.

2.2 Within five (5) calendar days after the Preliminary Approval Date, Plaintiffs shall effectuate the Notice Plan approved by the Court.

2.3 In accordance with the schedule established by the Court and before the Fairness Hearing, Plaintiffs shall move for Final Judicial Approval of the Settlement pursuant to Tex. R. Civ. P. 42(e). Prior to filing this motion, Plaintiffs shall give Cooper Cameron a reasonable opportunity to review and comment on its content. Cooper Cameron shall further have the right to file any additional papers it deems necessary to support Final Judicial Approval.

2.4 To the extent the Court grants Plaintiffs' motion for Final Judicial Approval, the Court shall enter an order 1) dismissing the Class Action Lawsuit with prejudice, 2) awarding Class Counsel attorneys' fees and expenses under Tex. R. Civ. P. 42(h), and 3) enjoining further prosecution of the Settled Claims.

3. COOPER CAMERON'S OBLIGATION TO ENTER INTO AMENDED PROPERTY MARKETING AGREEMENTS WITH CLASS MEMBERS

3.1 Subject to the terms and conditions of this Amended Settlement Agreement, Cooper Cameron shall enter into an Amended Property Marketing Agreement with each Class Member who provides written notice to Cooper Cameron, no later than sixty (60) days after such Class Member receives from Cooper Cameron a copy of a Certificate of Completion covering the Affected Area, that such Class Member desires to sell real property owned by such Class Member in the Affected Area. *Cooper Cameron has agreed to provide a copy of the TREC's Certificate of Completion.* KET

3.2 Either contemporaneously with the notice specified in Section 3.1, or within ten (10) days after the Class Member has provided such notice, such Class Member shall send to Cooper Cameron (1) a copy of an Amended Property Marketing Agreement signed and dated by such Class Member and (2) the identity of a local, full time, Texas licensed real estate appraiser selected by such Class Member pursuant to the Amended Property Marketing Agreement. Jey

3.3 Within ten (10) days after Cooper Cameron's receipt of the signed and dated Amended Property Marketing Agreement referenced in Section 3.2, Cooper Cameron (1) shall sign and date such Amended Property Marketing Agreement, (2) send a fully-executed copy of such Property Management Agreement to the Class Member, together with a letter from Cooper Cameron addressed to such Class Member identifying the name of an appraiser selected by Cooper Cameron pursuant to the Amended Property Marketing Agreement. Cooper Cameron shall, at its expense, cause both appraisers (and any third appraiser selected pursuant to the terms of the Amended Property Marketing Agreement) to independently determine the Fair Market Value (as defined in the Amended Property Marketing Agreement) of the Class Member's Property (as defined in the Amended Property Marketing Agreement) pursuant to the terms of the Amended Property Marketing Agreement between such Class Member and Cooper Cameron.

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Aug 15, 2007

3.4 Owner may elect ~~on or before December 15, 2007~~, to terminate Owner's rights under the Amended Property Marketing Agreement and receive an upfront, cash settlement from Cooper Cameron of any potential claims for property damages in an amount equal to the Owner's 2006 property tax bill (the total of the Harris County tax bill and the school district tax bill).

4. DEFENDANTS' INDEMNIFICATION OBLIGATIONS FOR ENVIRONMENTAL CLAIMS

4.1 Defendants shall be responsible for and shall **INDEMNIFY, DEFEND and HOLD HARMLESS** (1) each Class Member, (2) each Class Member's successors, heirs, assigns, and legal representatives and (3) any other person or entity who acquires the real property owned by such Class Member in the Affected Area after the Final Judicial Approval Date from (a) loss, damages, liability, claims, assessments, costs (including, without limitation, attorneys' fees and property remediation and clean up costs), remedial or corrective actions or responses, incurred by or threatened against any of the persons or entities listed in subsections (1), (2) or (3) above to the extent arising or resulting in any respect from the Pollution Condition at or under the Property owned by any of the persons or entities listed in subsections (1), (2) or (3) ("Environmental Claims"), **BUT NOT TO THE EXTENT** that Defendants establish that any such Environmental Claims do not arise in any respect from, or is not part of, the Pollution Condition.

4.2 For purposes of Section 4.1, the Parties agree and hereby stipulate that any contamination made the basis of an actual or threatened claim against any Class Member, which contamination contains any of the same constituents of concern as the Pollution Condition, shall be deemed to be part of the Pollution Condition, unless Cooper Cameron establishes that such contamination does not arise in any respect from, or is not part of, the Pollution Condition.

4.3 Cooper Cameron shall pay all of a Class Member's and other person's reasonable attorneys fees, costs, and litigation expenses (including, with limitation, costs of depositions and expert witnesses) in connection with (1) any action or threatened action against such Class Member under Section 4.1 and (2) any action brought by Cooper Cameron under Section 4.1 in an effort to establish that contamination does not arise in any respect from, or is not part of, the Pollution Condition.

5. OPT-OUT RIGHT OF CLASS MEMBERS; TOLLING

5.1 All Class Members are eligible to opt-out of the Settlement. This opt-out right is termed the "Opt-Out Right." Each Class Member wishing to opt-out of this Settlement must submit a letter, signed by the Class Member, which includes the following information:

- (a) his or her name, address, and telephone number;
- (b) a statement confirming that such Class Member owns real property in the Affected Area and the address of such real property (if different from the address listed in subpart (a));
- (c) a statement expressing the intent of the Class Member to opt-out of the Settlement; and
- (d) a statement indicating whether such Class Member is represented by counsel and if so, the name, address and telephone number of such counsel.

5.2 A copy of the letter must be sent to the address designated below and must be received on or before the Bar Date of December 15, 2006.

5.3 Class Counsel shall promptly forward copies of all such opt-out letters to Cooper Cameron's counsel. Cooper Cameron shall assemble and maintain a master list of all Class Members who exercise their Opt-Out Right.

5.4 Defendants agree that any and all applicable statutes of limitations are tolled as to all claims and potential claims of persons who exercise their Opt-Out Rights. The tolling period is from June 21, 2002 (the date of filing of the Class Action Lawsuit) until ninety (90) days after the Bar Date.

6. OBJECTIONS

6.1 Any Class Member who does not Opt-Out of the Settlement Class may object in writing to the terms of this Amended Settlement Agreement or to the application of Class Counsel for an award of attorneys' fees and expenses described in Section 7.2. Class Members wishing to object must submit their objection(s) in writing to the Court, Class Counsel and Counsel for Cooper Cameron on or before the Objection Date. Class Members who do not file and serve timely written objections will not be permitted to present any objection to this Amended Settlement Agreement or said attorneys' fees and expenses at the Fairness Hearing. Any response to such objections shall be filed prior to the Fairness Hearing. The filing and service of an objection to this Settlement or said

attorneys' fees and expenses does not affect the Class Member's right to cause Cooper Cameron to enter into an Amended Property Marketing Agreement with such Class Member in accordance with the procedures set forth in Section 3.

7. PROFESSIONAL SERVICES AND EXPENSES

7.1 Cooper Cameron shall pay reasonable actual notice expenses, incurred for the purpose of providing notice of the Settlement to Class Members. Notice expenses shall only be reimbursed upon presentation to Cooper Cameron of properly documented invoices for the actual notice expenses, which were approved by the Court and incurred between the June 1, 2006, and the Court-ordered deadline for providing notice of the Settlement to the Class Members.

7.2 Class Counsel will make an application to the Court pursuant to Tex. R. Civ. P. 42(h) for an award of attorneys' fees and expenses, which application has been described in a prior notice to Class Members. Any objections to such application shall be on or before the Objection Date, and any response to objections shall be filed prior to the Fairness Hearing.

7.3 Payment of attorneys' fees and costs allowed to Class Counsel in accordance with Section 7.2 shall not occur until the Final Judicial Approval Date.

8. GENERAL RELEASE BY CLASS MEMBERS

8.1 Upon the Final Judicial Approval Date each and every Plaintiff and Class Member (other than a Class Member who exercises an Opt-Out Right), does unconditionally, fully and finally Release and Forever Discharge the Released Parties from the Settled Claims.

9. CONTINUING JURISDICTION

9.1 The Court shall retain exclusive and continuing jurisdiction over the Parties, all Class Members (other than a Class Member who exercises an Opt-Out Right pursuant to Section 5), Cooper Cameron and the other Released Parties, and over the implementation of this Amended Settlement Agreement with respect to the performance of the terms and conditions of this Amended Settlement Agreement, and to interpret and enforce the terms, conditions and obligations of this Amended Settlement Agreement.

10. TERMINATION; TOLLING

10.1 Cooper Cameron has the option and discretion to terminate this Amended Settlement Agreement in its entirety or any portion thereof if:

(a) the Court, or any appellate court, denies or changes in any way any material term of this Amended Settlement Agreement;

(b) Cooper Cameron, in its sole discretion, determines that the number of persons exercising Opt-Out Rights affects its view of the value or potential value of the Settlement.

10.2 Cooper Cameron may exercise its Termination Right pursuant to Section 10.1 above, within thirty (30) calendar days after the Bar Date by providing written notice to Class Counsel and to the Court within such thirty (30) day period.

10.3 Should this Amended Settlement Agreement be terminated by Cooper Cameron in accordance with Sections 10.1 and 10.2, the Amended Settlement Agreement shall become null and void and have no further force or effect, and the Parties shall be restored to their respective positions immediately before the execution of this Amended Settlement Agreement.

10.4 In the event that Cooper Cameron exercises its right to terminate this Amended Settlement Agreement in accordance with Sections 10.1 and 10.2, Defendants agree that any and all applicable statutes of limitations are tolled as to all claims and potential claims of all impacted Class Members against Defendants from June 21, 2002 (the date of filing of the Class Action Lawsuit) until ninety (90) days after the date of such termination of this Amended Settlement Agreement.

11. STATUS OF THE POLLUTION CONDITION

11.1 Cooper Cameron will keep Class Members apprised of the status of the Pollution Condition by posting on a quarterly basis on www.silberroadsite.com the following information:

- a. the location of each monitoring well in the Affected Area, the date each such well was most recently tested for Pollution Conditions, the results of the most recent tests, and a listing and summary of all findings from the most recent tests of constituents of concern in excess of TCEQ or Environmental Protection Agency ("EPA") safe standards;

- b. the progress of the Remedial Action Work Plan or any other plan or agreement between the TCEQ and Cooper Cameron;
- c. any change or anticipated change in the boundaries of the plumes of Pollution Conditions;
- d. Cooper Cameron's best estimate of the anticipated duration of the Pollution Condition under the Affected Area;
- e. Cooper Cameron's plans to drill additional monitoring wells or conduct other testing in the Affected Area; and
- f. the name, title and telephone number of a Cooper Cameron representative available to answer specific questions of Class Members during regular business hours.

11.2 In April of each year calendar year, Cooper Cameron and its consultant, ERM, at Cooper Cameron's expense, will host a meeting at Cooper Cameron offices or at another location for Class Members to answer questions of Class Members, and will post information concerning the date and time of the meeting on www.silberroadsite.com by February 1 of each year.

12. MISCELLANEOUS

12.1 Any information provided by or regarding a Class Member or otherwise obtained pursuant to this Amended Settlement Agreement that is not a matter of public record shall be kept confidential and shall not be disclosed, except to appropriate persons to the extent necessary to allow "Cooper Cameron" including but not limited to Cooper Cameron as defined herein, its insurers, reinsurers and auditors to evaluate the Class Members' claims or to provide benefits under this Amended Settlement Agreement, or as otherwise expressly provided in this Amended Settlement Agreement. All Class Members shall be deemed to have consented to the disclosure of this information for these purposes.

12.2 This Amended Settlement Agreement shall be binding on, and shall inure to the benefit of, the Parties and their successors and assigns. The Parties expressly disclaim any intention to create rights under this Amended Settlement Agreement that may be enforced by any other person under any circumstances whatsoever, except as provided in this Amended Settlement Agreement.

12.3 No Party to the Settlement, including Cooper Cameron, the other Released Parties, or any Class Member, shall seek to introduce and/or offer the terms of the Amended Settlement Agreement, any statement, transaction or proceeding in

connection with the negotiation, execution or implementation of this Amended Settlement Agreement, any statement in the notice documents delivered in connection with this Amended Settlement Agreement, stipulations, agreements, or admissions made or entered into in connection with the Fairness Hearing or any finding of fact or conclusion of law made by the Court, or otherwise rely on the terms of this Amended Settlement Agreement, in any judicial proceeding, except insofar as it is necessary to enforce the terms of the Amended Settlement Agreement (or in connection with the determination of any income tax liability or insurance coverage proceeding of or involving a Party).

12.4 Any notice, request, instruction or other document required under this Amended Settlement Agreement (other than a written opt-out pursuant to Section 5) must be in writing and delivered personally or sent by overnight delivery or facsimile to the following persons:

(a) If to Cooper Cameron:

Bruce Himmelreich
Cooper Cameron Corporation
1333 West Loop South, Suite 1700
Houston, Texas 77027
with a copy to:

Keith Taunton
Tucker, Taunton, Snyder & Slade, P.C.
10370 Richmond Ave, #1400
Houston, Texas 77042

(b) If to the Class Representatives or Class Counsel:

Gregory N. Jones
Franklin, Cardwell & Jones, P.C.
1001 McKinney, Suite 1800
Houston, Texas 77002
with a copy to

Scott Burdine
Hagans, Burdine, Montgomery, Rustay & Winchester, P.C.
3200 Travis, Fourth Floor
Houston, Texas 77006

12.5 This Amended Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflict of laws principles thereunder.

12.6 The Parties acknowledge and agree that in the event that Cooper Cameron or its successors or assigns files for bankruptcy protection under any applicable bankruptcy or insolvency laws, or a petition for an involuntary bankruptcy or insolvency proceeding is initiated against Cooper Cameron or its successor and assign, any plan of reorganization or liquidating plan shall incorporate substantially the terms of this Amended Settlement Agreement.

12.7 This Amended Settlement Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument.

12.8 This Amended Settlement Agreement may not be altered or modified except by written instrument executed by Class Counsel and counsel to Cooper Cameron.

12.9 In the event that the Court certifies a Settlement Class other than that contemplated by this Amended Settlement Agreement, the Parties reserve for themselves the right to modify this Amended Settlement Agreement accordingly to reflect such certification.

12.10 This Amended Settlement Agreement and the exhibits hereto contain the entire agreement and understanding of the Parties. There are no additional promises, understanding or terms of the Amended Settlement Agreement other than those contained herein. The Amended Settlement Agreement and the attachments hereto supersede and render of no effect all other oral or written communications and agreements concerning the subject matter thereof.

12.11 This Amended Settlement Agreement shall be deemed to have been mutually prepared by the Parties hereto and shall not be construed against any of them solely by reason of authorship.

12.12 The headings used in this Amended Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Amended Settlement Agreement in any manner.

12.13 Cooper Cameron represents and warrants that it has all requisite corporate power and authority to execute, deliver and perform this Amended Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Amended Settlement Agreement and

the consummation by it of the actions contemplated hereby have been duly and validly executed and delivered by Cooper Cameron and constitutes its legal, valid and binding obligation.

12.14 Counsel for the undersigned agree to undertake their reasonable best efforts, including all steps and efforts detailed in this Amended Settlement Agreement and any other steps and efforts that may be necessary or appropriate, by order of the Court or otherwise, to expeditiously carry out the terms of this Amended Settlement Agreement.

12.15 Class members may not assign any claims arising from the Amended Property Marketing Agreement, this Amended Settlement Agreement or the alleged Pollution Condition without Cooper Cameron's written consent, which consent shall not be unreasonably withheld.. Any attempt to assign claims without Cooper Cameron's written authorization will be invalid.

IN WITNESS WHEREOF, the Parties have duly executed this Amended Settlement Agreement between Defendants and the Class Representatives, by Class Counsel as set forth below, as of this 28th day of November, 2006.



Counsel for Plaintiffs

Fred Hagans
Hagans Burdine Montgomery
Rustay & Winchester, P.C.
3200 Travis, Fourth Floor
Houston, Texas 77003

Gregory N. Jones
Franklin, Cardwell & Jones, P.C.
1001 McKinney, Suite 1800
Houston, Texas 77002



Counsel for Defendants

Keith Taunton
Tucker, Taunton, Synder & Slade
10370 Richmond Ave., #1400
Houston, Texas 77042

EXHIBIT A

**MAP OF AFFECTED PROPERTIES AND LIST OF PROPERTY
ADDRESSES WITHIN AFFECTED AREA**

EXHIBIT A

**MAP OF AFFECTED PROPERTIES AND LIST OF PROPERTY
ADDRESSES WITHIN AFFECTED AREA**

EXHIBIT A
SETTLEMENT PROPERTY LIST

Street No.	Street	City, State, Zip
0	Buckingham Drive	Houston, Texas 77024
0	Buckingham Drive	Houston, Texas 77024
316	Buckingham Drive	Houston, Texas 77024
324	Buckingham Drive	Houston, Texas 77024
328	Buckingham Drive	Houston, Texas 77024
329	Buckingham Drive	Houston, Texas 77024
332	Buckingham Drive	Houston, Texas 77024
333	Buckingham Drive	Houston, Texas 77024
335	Buckingham Drive	Houston, Texas 77024
343	Buckingham Drive	Houston, Texas 77024
421	Buckingham Drive	Houston, Texas 77024
422	Buckingham Drive	Houston, Texas 77024
509	Buckingham Drive	Houston, Texas 77024
528	Buckingham Drive	Houston, Texas 77024
602	Buckingham Drive	Houston, Texas 77024
706	Buckingham Drive	Houston, Texas 77024
710	Buckingham Drive	Houston, Texas 77024
721	Buckingham Drive	Houston, Texas 77024
722	Buckingham Drive	Houston, Texas 77024
423	Carnarvon Drive	Houston, Texas 77024
100	Carnarvon Drive	Houston, Texas 77024

EXHIBIT A
SETTLEMENT PROPERTY LIST

110	Carnarvon Drive	Houston, Texas 77024
111	Carnarvon Drive	Houston, Texas 77024
119	Carnarvon Drive	Houston, Texas 77024
120	Carnarvon Drive	Houston, Texas 77024
200	Carnarvon Drive	Houston, Texas 77024
215	Carnarvon Drive	Houston, Texas 77024
310	Carnarvon Drive	Houston, Texas 77024
312	Carnarvon Drive	Houston, Texas 77024
404	Carnarvon Drive	Houston, Texas 77024
415	Carnarvon Drive	Houston, Texas 77024
416	Carnarvon Drive	Houston, Texas 77024
423	Carnarvon Drive	Houston, Texas 77024
9125	Chatsworth Drive	Houston, Texas 77024
8905	Chatsworth Drive	Houston, Texas 77024
8912	Chatsworth Drive	Houston, Texas 77024
8914	Chatsworth Drive	Houston, Texas 77024
8916	Chatsworth Drive	Houston, Texas 77024
8918	Chatsworth Drive	Houston, Texas 77024
8920	Chatsworth Drive	Houston, Texas 77024
8922	Chatsworth Drive	Houston, Texas 77024
8924	Chatsworth Drive	Houston, Texas 77024
8926	Chatsworth Drive	Houston, Texas 77024

EXHIBIT A
SETTLEMENT PROPERTY LIST

8928	Chatsworth Drive	Houston, Texas 77024
8930	Chatsworth Drive	Houston, Texas 77024
8932	Chatsworth Drive	Houston, Texas 77024
8934	Chatsworth Drive	Houston, Texas 77024
8936	Chatsworth Drive	Houston, Texas 77024
8938	Chatsworth Drive	Houston, Texas 77024
8940	Chatsworth Drive	Houston, Texas 77024
8942	Chatsworth Drive	Houston, Texas 77024
8944	Chatsworth Drive	Houston, Texas 77024
8946	Chatsworth Drive	Houston, Texas 77024
8948	Chatsworth Drive	Houston, Texas 77024
8950	Chatsworth Drive	Houston, Texas 77024
8952	Chatsworth Drive	Houston, Texas 77024
8954	Chatsworth Drive	Houston, Texas 77024
8956	Chatsworth Drive	Houston, Texas 77024
8958	Chatsworth Drive	Houston, Texas 77024
8960	Chatsworth Drive	Houston, Texas 77024
8962	Chatsworth Drive	Houston, Texas 77024
8964	Chatsworth Drive	Houston, Texas 77024
8966	Chatsworth Drive	Houston, Texas 77024
8968	Chatsworth Drive	Houston, Texas 77024
8970	Chatsworth Drive	Houston, Texas 77024

EXHIBIT A
SETTLEMENT PROPERTY LIST

8972	Chatsworth Drive	Houston, Texas 77024
8974	Chatsworth Drive	Houston, Texas 77024
8976	Chatsworth Drive	Houston, Texas 77024
8978	Chatsworth Drive	Houston, Texas 77024
8980	Chatsworth Drive	Houston, Texas 77024
8982	Chatsworth Drive	Houston, Texas 77024
8984	Chatsworth Drive	Houston, Texas 77024
8988	Chatsworth Drive	Houston, Texas 77024
9010	Chatsworth Drive	Houston, Texas 77024
9019	Chatsworth Drive	Houston, Texas 77024
9022	Chatsworth Drive	Houston, Texas 77024
9023	Chatsworth Drive	Houston, Texas 77024
9102	Chatsworth Drive	Houston, Texas 77024
9113	Chatsworth Drive	Houston, Texas 77024
9116	Chatsworth Drive	Houston, Texas 77024
9126	Chatsworth Drive	Houston, Texas 77024
14	Farish Circle	Houston, Texas 77024
101	Farish Circle	Houston, Texas 77024
120	Farish Circle	Houston, Texas 77024
306	Friar Tuck Lane	Houston, Texas 77024
310	Friar Tuck Lane	Houston, Texas 77024
314	Friar Tuck Lane	Houston, Texas 77024

EXHIBIT A
SETTLEMENT PROPERTY LIST

400	Friar Tuck Lane	Houston, Texas 77024
412	Friar Tuck Lane	Houston, Texas 77024
424	Friar Tuck Lane	Houston, Texas 77024
504	Friar Tuck Lane	Houston, Texas 77024
516	Friar Tuck Lane	Houston, Texas 77024
704	Holy Rood	Houston, Texas 77024
707	Holy Rood	Houston, Texas 77024
711	Holy Rood	Houston, Texas 77024
7575	Katy Freeway	Houston, Texas 77024
9010	Kenilworth Drive	Houston, Texas 77024
9014	Kenilworth Drive	Houston, Texas 77024
9029	Kenilworth Drive	Houston, Texas 77024
9031	Kenilworth Drive	Houston, Texas 77024
9033	Kenilworth Drive	Houston, Texas 77024
9034	Kenilworth Drive	Houston, Texas 77024
9120	Kenilworth Drive	Houston, Texas 77024
9121	Kenilworth Drive	Houston, Texas 77024
9144	Kenilworth Drive	Houston, Texas 77024
9145	Kenilworth Drive	Houston, Texas 77024
9210	Kenilworth Drive	Houston, Texas 77024
9211	Kenilworth Drive	Houston, Texas 77024
9220	Kenilworth Drive	Houston, Texas 77024

EXHIBIT A
SETTLEMENT PROPERTY LIST

9221	Kenilworth Drive	Houston, Texas 77024
9230	Kenilworth Drive	Houston, Texas 77024
9231	Kenilworth Drive	Houston, Texas 77024.
9240	Kenilworth Drive	Houston, Texas 77024
9243	Kenilworth Drive	Houston, Texas 77024
8902	Limerick Lane	Houston, Texas 77024
8903	Limerick Lane	Houston, Texas 77024
8911	Limerick Lane	Houston, Texas 77024
8914	Limerick Lane	Houston, Texas 77024
8916	Limerick Lane	Houston, Texas 77024
8919	Limerick Lane	Houston, Texas 77024
0	Memorial Drive	Houston, Texas 77024
8827	Memorial Drive	Houston, Texas 77024
8833	Memorial Drive	Houston, Texas 77024
8844	Memorial Drive	Houston, Texas 77024
8847	Memorial Drive	Houston, Texas 77024
8901	Memorial Drive	Houston, Texas 77024
8904	Memorial Drive	Houston, Texas 77024
8906	Memorial Drive	Houston, Texas 77024
8906	Memorial Drive, #B	Houston, Texas 77024
8909	Memorial Drive	Houston, Texas 77024
8910	Memorial Drive	Houston, Texas 77024

EXHIBIT A
SETTLEMENT PROPERTY LIST

8917	Memorial Drive	Houston, Texas 77024
8922	Memorial Drive	Houston, Texas 77024
8925	Memorial Drive	Houston, Texas 77024
9002	Memorial Drive	Houston, Texas 77024
9009	Memorial Drive	Houston, Texas 77024
9010	Memorial Drive	Houston, Texas 77024
9013	Memorial Drive	Houston, Texas 77024
9014	Memorial Drive	Houston, Texas 77024
9105	Memorial Drive	Houston, Texas 77024
9110	Memorial Drive	Houston, Texas 77024
9111	Memorial Drive	Houston, Texas 77024
9119	Memorial Drive	Houston, Texas 77024
9201	Memorial Drive	Houston, Texas 77024
9205	Memorial Drive	Houston, Texas 77024
9209	Memorial Drive	Houston, Texas 77024
9226	Memorial Drive	Houston, Texas 77024
9236	Memorial Drive	Houston, Texas 77024
9246	Memorial Drive	Houston, Texas 77024
9302	Memorial Drive	Houston, Texas 77024
9333	Memorial Drive	Houston, Texas 77024
9333	Memorial Drive, Apt. 102	Houston, Texas 77024
9333	Memorial Drive, Apt. 103	Houston, Texas 77024

EXHIBIT A
SETTLEMENT PROPERTY LIST

9333	Memorial Drive, Apt. 105	Houston, Texas 77024
9333	Memorial Drive, Apt. 106	Houston, Texas 77024
9333	Memorial Drive, Apt. 107	Houston, Texas 77024
9333	Memorial Drive, Apt. 108	Houston, Texas 77024
9333	Memorial Drive, Apt. 109	Houston, Texas 77024
9333	Memorial Drive, Apt. 110	Houston, Texas 77024
9333	Memorial Drive, Apt. 111	Houston, Texas 77024
9333	Memorial Drive, Apt. 112	Houston, Texas 77024
9333	Memorial Drive, Apt. 113	Houston, Texas 77024
9333	Memorial Drive, Apt. 114	Houston, Texas 77024
9333	Memorial Drive, Apt. 116	Houston, Texas 77024
9333	Memorial Drive, Apt. 201	Houston, Texas 77024
9333	Memorial Drive, Apt. 202	Houston, Texas 77024
9333	Memorial Drive, Apt. 203	Houston, Texas 77024
9333	Memorial Drive, Apt. 205	Houston, Texas 77024
9333	Memorial Drive, Apt. 206	Houston, Texas 77024
9333	Memorial Drive, Apt. 207	Houston, Texas 77024
9333	Memorial Drive, Apt. 209	Houston, Texas 77024
9333	Memorial Drive, Apt. 210	Houston, Texas 77024
9333	Memorial Drive, Apt. 211	Houston, Texas 77024
9333	Memorial Drive, Apt. 212	Houston, Texas 77024
9333	Memorial Drive, Apt. 213	Houston, Texas 77024

EXHIBIT A
SETTLEMENT PROPERTY LIST

9333	Memorial Drive, Apt. 214	Houston, Texas 77024
9333	Memorial Drive, Apt. 215	Houston, Texas 77024
9333	Memorial Drive, Apt. 216	Houston, Texas 77024
9333	Memorial Drive, Apt. 218	Houston, Texas 77024
9333	Memorial Drive, Apt. 301	Houston, Texas 77024
9333	Memorial Drive, Apt. 302	Houston, Texas 77024
9333	Memorial Drive, Apt. 303	Houston, Texas 77024
9333	Memorial Drive, Apt. 305	Houston, Texas 77024
9333	Memorial Drive, Apt. 306	Houston, Texas 77024
9333	Memorial Drive, Apt. 307	Houston, Texas 77024
9333	Memorial Drive, Apt. 308	Houston, Texas 77024
9333	Memorial Drive, Apt. 309	Houston, Texas 77024
9333	Memorial Drive, Apt. 310	Houston, Texas 77024
9333	Memorial Drive, Apt. 311	Houston, Texas 77024
9333	Memorial Drive, Apt. 312	Houston, Texas 77024
9333	Memorial Drive, Apt. 313	Houston, Texas 77024
9333	Memorial Drive, Apt. 314	Houston, Texas 77024
9333	Memorial Drive, Apt. 315	Houston, Texas 77024
9333	Memorial Drive, Apt. 316	Houston, Texas 77024
9333	Memorial Drive, Apt. 318	Houston, Texas 77024
9333	Memorial Drive, Apt. 320	Houston, Texas 77024
9333	Memorial Drive, Apt. 401	Houston, Texas 77024

EXHIBIT A
SETTLEMENT PROPERTY LIST

9333	Memorial Drive, Apt. 402	Houston, Texas 77024
9333	Memorial Drive, Apt. 403	Houston, Texas 77024
9333	Memorial Drive, Apt. 405	Houston, Texas 77024
9333	Memorial Drive, Apt. 406	Houston, Texas 77024
9333	Memorial Drive, Apt. 407	Houston, Texas 77024
9333	Memorial Drive, Apt. 408	Houston, Texas 77024
9333	Memorial Drive, Apt. 409	Houston, Texas 77024
9333	Memorial Drive, Apt. 410	Houston, Texas 77024
9333	Memorial Drive, Apt. 411	Houston, Texas 77024
9333	Memorial Drive, Apt. 412	Houston, Texas 77024
9333	Memorial Drive, Apt. 413	Houston, Texas 77024
9333	Memorial Drive, Apt. 414	Houston, Texas 77024
9333	Memorial Drive, Apt. 415	Houston, Texas 77024
9333	Memorial Drive, Apt. 416	Houston, Texas 77024
9333	Memorial Drive, Apt. 418	Houston, Texas 77024
9333	Memorial Drive, Apt. 420	Houston, Texas 77024
0	Sandringham Drive	Houston, Texas 77024
8818	Sandringham Drive	Houston, Texas 77024
8828	Sandringham Drive	Houston, Texas 77024
8838	Sandringham Drive	Houston, Texas 77024
8877	Sandringham Drive	Houston, Texas 77024
8899	Sandringham Drive	Houston, Texas 77024

EXHIBIT A
SETTLEMENT PROPERTY LIST

9010	Sandringham Drive	Houston, Texas 77024
9014	Sandringham Drive	Houston, Texas 77024
9015	Sandringham Drive	Houston, Texas 77024
9025	Sandringham Drive	Houston, Texas 77024
9030	Sandringham Drive	Houston, Texas 77024
9222	Sandringham Drive	Houston, Texas 77024
9250	Sandringham Drive	Houston, Texas 77024
9301	Sandringham Drive	Houston, Texas 77024
9314	Sandringham Drive	Houston, Texas 77024
9319	Sandringham Drive	Houston, Texas 77024
910	Silber Road	Houston, Texas 77024
9009	Wickford Drive	Houston, Texas 77024
9010	Wickford Drive	Houston, Texas 77024
9017	Wickford Drive	Houston, Texas 77024
9020	Wickford Drive	Houston, Texas 77024
9021	Wickford Drive	Houston, Texas 77024
9025	Wickford Drive	Houston, Texas 77024
9026	Wickford Drive	Houston, Texas 77024
9102	Wickford Drive	Houston, Texas 77024
9110	Wickford Drive	Houston, Texas 77024
9125	Wickford Drive	Houston, Texas 77024
9150	Wickford Drive	Houston, Texas 77024

EXHIBIT A
SETTLEMENT PROPERTY LIST

9151	Wickford Drive	Houston, Texas 77024
9201	Wickford Drive	Houston, Texas 77024
9202	Wickford Drive	Houston, Texas 77024
9225	Wickford Drive	Houston, Texas 77024
9226	Wickford Drive	Houston, Texas 77024
9234	Wickford Drive	Houston, Texas 77024
9237	Wickford Drive	Houston, Texas 77024
9245	Wickford Drive	Houston, Texas 77024
9246	Wickford Drive	Houston, Texas 77024
7	Winston Woods Drive	Houston, Texas 77024
1	Winston Woods Drive	Houston, Texas 77024
2	Winston Woods Drive	Houston, Texas 77024
3	Winston Woods Drive	Houston, Texas 77024
4	Winston Woods Drive	Houston, Texas 77024
5	Winston Woods Drive	Houston, Texas 77024
6	Winston Woods Drive	Houston, Texas 77024
7	Winston Woods Drive	Houston, Texas 77024
8	Winston Woods Drive	Houston, Texas 77024

EXHIBIT B

LIST OF POLLUTION CONDITIONS

"Pollution Condition" or "Pollution Conditions", as defined in Section 1 of the Amended Settlement Agreement, includes all impacts to soil, groundwater, surface water, and air from the following:

1,1-Dichloroethane
1,1-Dichloroethene
1,2-Dichloroethane
cis-1,2-Dichloroethene
trans-1,2-Dichloroethene
Tetrachloroethene
Trichloroethene
Vinyl Chloride

EXHIBIT C

**AMENDED PROPERTY MARKETING AGREEMENT AND
ATTACHED SCHEDULES**

RICARDO and DEBRA VALICE	§	IN THE DISTRICT COURT OF
	§	
	§	
	§	
v.	§	HARRIS COUNTY, T E X A S
	§	
CAMERON IRON WORKS, INC.	§	
COOPER INDUSTRIES, INC. and	§	
COOPER CAMERON CORP.	§	269 TH JUDICIAL DISTRICT COURT

AMENDED PROPERTY MARKETING AGREEMENT

This Amended Property Marketing Agreement is entered between Cooper Cameron Corporation ("Cooper Cameron") and _____ ("Owner") pursuant to the Amended Settlement Agreement (as defined below).

1. Definitions

1.1 "Affected Area" shall have the meaning ascribed to such term in the Amended Settlement Agreement.

1.2 "Class Action Lawsuit" means the class action lawsuit now dismissed with prejudice but which was formerly pending and styled: *Ricardo and Debbie Valice vs Cooper Cameron Corporation, et al*; cause no. 2002-31531; In the 269th Judicial District Court of Harris County, Texas.

1.3 "Diminution in Value" means the difference between (a) the sale price (before any closing costs or commissions) of the Property on the date the Property is sold pursuant to this Amended Property Marketing Agreement, and (b) the Fair Market Value of the same property determined by the appraisers pursuant to Section 3.3 or 3.4, as applicable.

1.4 "Fair Market Value" means the most probable price a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under condition whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interest;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparison to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraisers' judgment.

1.5 "Property" means that certain real property, together with the home and any and all other fixtures and appurtenances thereon, owned by Owner in the Affected Area.

1.6 "Amended Settlement Agreement" means that certain Amended Settlement Agreement entered into on the 28th day of November, 2006, in connection with the Class Action Lawsuit.

2. Owner Has Invoked the Provisions of this Amended Property Marketing Agreement.

2.1 Owner has invoked the provisions of this Amended Property Marketing Agreement pursuant to the Amended Settlement Agreement by providing written notice to Cooper Cameron within sixty (60) days after Owner receives from Cooper Cameron a copy of a Certificate of Completion as defined in the Amended Settlement Agreement.

2.2 Either contemporaneously with the notice specified in Section 2.1, or within ten (10) days after Owner has provided such notice, Owner shall send to Cooper Cameron (1) a copy of this Amended Property Marketing Agreement signed and dated by Owner and (2) the identity of a local, full time, Texas certified real estate appraiser selected by Owner.

3. The Fair Market Value will be determined as follows:

3.1 Within ten (10) days after Cooper Cameron's receipt of the Amended Property Marketing Agreement and name of the appraiser pursuant to Section 2.2, Cooper Cameron will notify Owner in writing of the name of an appraiser selected by Cooper Cameron from the attached list of local, full time Texas certified real estate appraisers on Schedule A. Cooper Cameron will, at its expense, cause both appraisers to independently determine the Fair Market Value of the Property in accordance with the instructions on Schedule B within thirty (30) days following Cooper Cameron's notification to Owner of its appraiser's identity in accordance with the preceding sentence. During the aforesaid thirty (30) day period, Cooper Cameron, at its expense, will promptly cause the home (which is part of the Property) to be inspected by a licensed Texas home inspector acceptable to the parties, and Cooper Cameron will provide Owner with a copy of the inspection report within said thirty (30) day period. Owner will have ten (10) days from receipt of the inspection report to object to any of the findings of the inspection report by providing written notice of such objection to Cooper Cameron. If Owner does not timely exercise Owner's right to object to any of the findings on the inspection report, the appraisers shall reduce the Fair Market Value by an amount certain based upon those curable items detailed in the inspection report. The curable items will be assessed and accounted for in the Fair Market Value by a dollar allowance or actual cost of repair.

3.2 If Owner timely objects to any of the findings in the inspection report, the remaining time periods set forth in Section 3.1 will be temporarily suspended, and Owner and Cooper Cameron shall promptly attempt to resolve the objection. If Owner and Cooper Cameron are not able to resolve the objection to Owner's satisfaction within ten (10) days after Cooper Cameron's receipt of such written objection, the matter will be resolved through the expedited resolution process set forth in Section 3.5, and Cooper Cameron will advise the appraisers not to determine the Fair Market Value of the Property until the disputed issues are resolved. Within five (5) days after the disputed issues are resolved pursuant to Section 3.5, the appraisers will be instructed in writing by Cooper Cameron (with a copy to Owners) to take the inspection report, as may be modified by any ruling pursuant to Section 3.5, into consideration in their appraisals and to provide their determination of the Fair Market Value of the Property in accordance with the

instructions on Schedule B within thirty (30) days of their receipt of Cooper Cameron's instruction.

3.3 If the difference between the two appraisals made pursuant to Sections 3.1 or 3.2 is 10% or less, the Fair Market Value will be defined as the average of those two appraisals.

3.4 If the two appraisals made pursuant to Sections 3.1 or 3.2 differ by more than 10%, the two appraisers will be instructed by Cooper Cameron Corporation to select a third local, full time, Texas licensed real estate appraiser within ten (10) days of Cooper Cameron's receipt of both appraisals, which third appraiser, at the expense of Cooper Cameron, must determine the Fair Market Value of the Property in accordance with the instructions on Schedule B within twenty (20) days after such third appraiser's selection. The Fair Market Value of the Property will then be defined as the average of the two appraisals closest in value.

3.5 To the extent an Owner's objection to an inspection report under Section 3.1 is not resolved within ten (10) days, the matter will be submitted, at Cooper Cameron's expense, to Alan Levin (hereafter the "Arbitrator") for expedited resolution. Cooper Cameron and Owner (either in person or through counsel) shall jointly contact such person, either orally or in writing, regarding the dispute and request that such person resolve the inspection report issue as soon as possible but in no event more than thirty (30) days after such person is jointly contacted. Cooper Cameron and Owner agree that the decision of Arbitrator is binding on both parties, and both parties agree to cooperate in providing to Arbitrator such information as he/she may reasonably request. To the extent that Arbitrator is unable or unwilling serve in the limited capacity described in this Section 3.5 and in Section 4.10, the parties may agree on a replacement or either party may request the then-sitting Judge of the 269th Judicial District Court to appoint a replacement.

4. Listing and Sale of the Property

4.1 Within ten (10) days following the determination of the Fair Market Value pursuant to Sections 3.1 or 3.2, Cooper Cameron shall cause the Property to be listed with a local real estate agent selected by Cooper Cameron with experience in the area. Cooper Cameron shall advise Owner of the name, address and telephone number of the real estate agent it selects within three (3) days following the determination of the Fair Market Value. Cooper Cameron and Owner will thereafter cooperate to facilitate the listing of the Property by Owner with such real estate agent on customary terms (including, without limitation, no more than a 6% commission paid to the listing agent) as soon as possible but in no event more than thirty (30) days following the determination of the Appraised Price. In connection with the listing of the Property, Cooper Cameron and Owner agree that

a notice in the form attached as Schedule C and will be attached as an exhibit to any contract to sell the Property pursuant to this Amended Property Marketing Agreement.

4.2 Cooper Cameron agrees that it shall not take part in any way in the negotiations between Owner and any prospective buyer of the Property, unless requested to do so by Owner. Cooper Cameron further acknowledges that the negotiation process is an inherently uncertain process that typically involves the making of offers and counteroffers, and that a prospective buyer's offer or counteroffer to purchase the Property may not be accepted by Owner for a variety of reasons, even if such offer or counteroffer is for an amount that exceeds its Fair Market Value. Such reasons may include, without limitation, the following: 1) Certain financial terms or other terms of such offer or counteroffer may not be acceptable to Owner; 2) Owner or the listing agent may not be comfortable that the potential buyer will qualify for financing; 3) Owner may incorrectly believe that the prospective buyer will increase such offer or counteroffer or change one or more of the terms of the offer or counteroffer; 4) Owner may disagree with the cost or extent of repairs required by the prospective purchaser prior to closing. Accordingly, Cooper Cameron agrees the Owner shall have no duty or obligation to Cooper Cameron to accept or close on any offer to purchase the Property, regardless of the amount or other terms of the offer, and this Amended Property Marketing Agreement shall remain in full force and effect despite the loss of any sale or potential sale.

4.3 During the first 90 days the Property is listed pursuant to Section 4.1 there will be no restrictions on any list price above Fair Market Value. During the nine months following the first 90 day period the list price shall be no more than 10% above the Fair Market Value and no less than the Fair Market Value. To the extent Owner accepts any offer made during said first year to purchase the Property for the Fair Market Value or higher, and such transaction closes and is funded, this Amended Property Marketing Agreement shall become null and void, and Cooper Cameron shall have no further obligation to Owner under this Amended Property Marketing Agreement.

4.4 During the first twelve months the Property is listed pursuant to Section 4.1, Cooper Cameron may at its sole discretion permit Owner to sell the Property for less than the Fair Market Value. The Fair Market Value appraisal shall be in compliance with the Schedule B "appraiser instructions." For sales transactions for which Cooper Cameron was notified of Owners' desire to sell the Property on or before March 31, 2012, the sales price (before any closing costs or commissions) is less than 94% of the Fair Market Value, Cooper Cameron will then pay to Owner the difference between the sale price and the Fair Market Value within 30 days of the closing and funding of the sale of the Property. For sales transactions

for which Cooper Cameron was notified of Owners' desire to sell the Property after March 31, 2012, the sales price (before any closing costs or commissions) is less than 92% of the Fair Market Value, Cooper Cameron will then pay to Owner the difference between the sale price and the Fair Market Value within 30 days of the closing and funding of the sale of the Property. Should Owner sell the Property during the first twelve months it is listed for less than the Fair Market Value without prior approval of the sale by Cooper Cameron, Cooper Cameron will have no obligation to make any payment to Owner under this Amended Property Marketing Agreement.

4.5 If the Property has not sold or is not under contract for sale at the end of the first nine months of that the Property is listed for sale, Owner shall cause the Property to be listed for the next three months at a price no less than 90% of the Fair Market Value and no more than the Fair Market Value. Owner shall reduce the list price by the lesser of 10% or \$100,000 every three months thereafter until the Property is sold and funded unless Owner elects to terminate this Amended Property Marketing Agreement pursuant to Section 5.1.

4.6 With respect to any sale of the Property that occurs under this Amended Property Marketing Agreement, the Fair Market Value will be reduced by the cost of any reasonably required repairs disclosed in any independent inspection performed by Owner's potential buyer and accepted by, but not paid by, Owner.

4.7 Owner will keep Cooper Cameron advised of all written offers to purchase the Property that Owner receives during the term of this Amended Property Marketing Agreement.

4.8 Within 45 days after the date the Property is sold pursuant to this Amended Property Marketing Agreement, Owner shall send a letter to Cooper Cameron making a claim for Diminution in Value regarding the Property and attaching a copy of all pertinent closing documents regarding the sale of the Property. Within 30 days of Cooper Cameron's receipt of such letter, Cooper Cameron shall pay to Owner the amount of such Diminution in Value, less any prior payments made by Cooper Cameron to Owner for diminution in value of the Property caused by Pollution Conditions (as defined in the Amended Settlement Agreement).

4.9 Where an Owner provides written notice that he desires to sell his Property consistent with the Amended Property Marketing Agreement on or before March 31, 2012, the Owner acknowledges that, consistent with the customary results in residential real estate transactions there can be no claim for Diminution of Value in the event the sales price is within 6% of the Fair Market Value. Any sale not within 6% of the Fair Market Value shall be resolved pursuant to Section 4.4 above. Similarly, the Owner acknowledges that there can be no claim for

Diminution of Value in the event the sales price is within 8% of the Fair Market Value where notice of the desire to sell is provided after March 31, 2012. Any sales transaction, where notice was provided after March 31, 2012, not within 8% of the Fair Market Value shall also be resolved pursuant to Section 4.4 above.

4.10 In the event Cooper Cameron submits to the Arbitrator, Owner and Class Counsel an affidavit from Cooper Cameron stating that a Force Majeure Event affecting the Property has occurred and describing such Force Majeure Event with reasonable detail, together with an affidavit from a licensed real estate appraiser (not listed on Schedule B) stating such appraiser's opinion that said Force Majeure Event has caused a reduction in the Fair Market Value of the Property by more than 10%, then the Arbitrator shall contact the appraisers who made the original determination of Fair Market Value of the Property and instruct said appraisers to re-appraise the Property within thirty (30) days. The Arbitrator shall not advise said appraisers about either the affidavits submitted by Cooper Cameron or any details relating to the alleged Force Majeure Event, and the Arbitrator shall be the sole contact with said appraisers regarding the re-appraisal. During the aforesaid thirty (30) day period, the Arbitrator will promptly cause the home (which is part of the Property) to be inspected by a licensed Texas home inspector selected by the Arbitrator and will provide Owner, Cooper Cameron and Class Counsel with a copy of the inspection report within said thirty (30) day period. Owner shall have the same right to object to any of the findings of the inspection report as set forth in Section 3.1 by providing written notice to Cooper Cameron and the Arbitrator of such objection, and the remaining provisions of Section 3.1 and Section 3.2 shall apply to the new inspection report. Within five (5) days after any disputed issues regarding the new inspection report are resolved by the Arbitrator pursuant to the expedited resolution process set forth in Section 3.5, the appraisers shall be instructed by the Arbitrator to take the new inspection report, as may be modified by any ruling of the Arbitrator, into consideration in their appraisals and to provide their new determination of the Fair Market Value of the Property ("New Fair Market Value") to the Arbitrator in accordance with the instructions set forth on Schedule B within (30) days of their receipt of the Arbitrator's instruction. If the original determination of Fair Market Value was made by two appraisers, and if the difference between the two re-appraisals is 10% or less, the New Fair Market Value will be defined as the average of those two re-appraisals. If the two re-appraisals differ by more than 10%, the two appraisers will be instructed by the Arbitrator to select a third local, full time, Texas license real estate appraiser, and the New Fair Market Value will be determined by the same process described in Section 3.4. If the original Fair Market Value determination was made by three arbitrators, then the same three arbitrators will determine the New Fair Market Value, which will then be defined as the average of the two re-appraisals closest in value.

For purposes of Section 4.10, the term "Force Majeure Event" shall mean shall mean any explosion, fire, storm, earthquake or other act of God or any act of a third party 1) which is not caused, in whole or in part, by Cooper Cameron or its predecessors, successors or affiliates, and 2) occurs after the Final Judicial Approval Date (as defined in the Amended Settlement Agreement).

4.11 Any determination of New Fair Market Value will not affect the process or amount(s) by which the list price of the Property may be reduced from time to time pursuant to Sections 4.1 through 4.5 of this Amended Property Marketing Agreement. Any such reductions in price will continue to be based on the original determination of Fair Market Value. However, to the extent the Property is sold after Owner is notified by the Arbitrator of the New Fair Market Value of the Property, Owner's claim for Diminution in Value under Section 4.8 shall be based on the New Fair Market Value (if it is less than 10% of the original Fair Market Value) and not the original Fair Market Value. If the New Fair Market Value is 10% or less than the original Fair Market Value, then Owner's claim for Diminution in Value under Section 4.8 shall be based on the original Fair Market Value determination.

4.12 All fees and expenses of the Arbitrator in connection with any re-appraisal requested by Cooper Cameron under Section 4.10 shall be timely paid by Cooper Cameron. Furthermore, notwithstanding anything herein to the contrary, in the event Owner receives a signed earnest money contract for the Property before Owner receives from the Arbitrator any determination of New Fair Market Value, then Owner's claim for Diminution in Value under Section 4.8 shall be based on the original Fair Market Value determination (not the New Fair Market Value).

5. Owner's Right to Terminate

5.1 Owner shall have the right to terminate this Amended Property Marketing Agreement at any time, effective immediately upon Cooper Cameron's receipt of notice of such termination. If Owner exercises Owner's right to terminate this Amended Property Marketing Agreement, Owner shall nonetheless have the right to require Cooper Cameron to enter into additional Amended Property Marketing Agreements on the same terms, provided that:

- a. Owner invokes the provisions of each additional Amended Property Marketing Agreement by providing written notice to Cooper Cameron before the Texas Commission on Environmental Quality (or any successor governmental organization) issues a certificate of completion that Owners desire to sell the Property;
- b. Owner has not previously sold the Property; and

- c. Owner reimburses Cooper Cameron for all costs incurred by Cooper Cameron in connection with the preceding Amended Property Marketing Agreement that Owner terminated.

5.2 Owner may elect to terminate Owner's rights under the Amended Property Marketing Agreement and receive an upfront, cash settlement from Cooper Cameron of any potential claims for property damages in an amount equal to the Owner's 2006 property tax bill (the total of the Harris County tax bill and the school district tax bill).

6. Miscellaneous

6.1 This Amended Property Marketing Agreement shall be binding on, and shall inure to the benefit of, the parties and their heirs, successors, assigns and legal representatives.

6.2 Any notice required under this Amended Property Marketing Agreement must be in writing and delivered personally, by overnight delivery, facsimile or first class mail to the following persons:

- (a) If to Cooper Cameron:

Bruce Himmelreich
Cooper Cameron Corporation
1333 West Loop South, Suite 1700
Houston, Texas 77027
with a copy to:

Keith Taunton
Tucker, Taunton, Snyder & Slade, P.C.
10370 Richmond Ave, #1400
Houston, Texas 77042

- (b) If to Owner:

At the Owner's address listed in the notice given under Section 2.1, with copies to:

Scott Burdine
Hagans, Bobb & Burdine, P.C.
3200 Travis, Fourth Floor
Houston, Texas 77006

Gregory N. Jones
Franklin, Cardwell & Jones
1001 McKinney, Suite 1800
Houston, Texas 77002

6.3 This Amended Property Marketing Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflict of laws principles thereunder.

6.4 This Amended Property Marketing Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument.

6.5 This Amended Property Marketing Agreement may not be altered or modified except by written instrument executed by Cooper Cameron and Owner.

6.6 This Amended Property Marketing Agreement contains the entire agreement and understanding of the parties with respect to the matters set forth herein. There are no additional promises, understandings or terms of the Amended Property Marketing Agreement other than those contained herein. The Amended Property Marketing Agreement supersedes and render of no effect all other prior or contemporaneous oral or written communications and agreements concerning the subject matter hereof.

6.7 The headings used in this Amended Property Marketing Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Amended Property Marketing Agreement in any manner.

Executed this _____ day of _____.

Cooper Cameron Corporation

Owner

By: _____

Printed Name: _____

Title: _____

SCHEDULE A

APPRAISERS

Gayle Robertson & Associates

8926 Pitner

Houston TX 77080

(mailing address: P.O. Box 430269, Houston TX 77243-0269)

713-393-7799 phone

713-934-0810 fax

David Brooks & Associates

7171 Harwin Dr.

Houston TX 77036-2119

713-952-1989 phone

713-952-1997 fax

Houston Appraisal Team

594 Sawdust Road, Suite 321

Spring TX 77380

281-364-8494 phone

281-364-9490 fax

SCHEDULE B
APPRAISER INSTRUCTIONS

Date:

[Appraiser Name]
[Appraiser Address]
[City, State, Zip]

Re: [Property Address] [Legal Description]
Houston, Harris County, Texas

This letter is to confirm our request for an appraisal of the above referenced property according to the following instructions:

1. Send an original report along with your invoice to Cooper Cameron Corporation and one copy to the property owner.
2. A copy of this letter signed by one property owner and the appraiser must be attached and a part of the appraisal report.
3. The report must comply with the Uniformed Standards of Professional Appraisal Practice (USPAP) and any regulatory standards of the State of Texas. The URAR 70 (6-93) form (Fannie Mae 1004, Freddie Mac 70) is required for improved residential property and the FW70 form is required for unimproved residential property that is not contiguous with a property owner's improved residential property.
4. Subject to Instruction No. 5, the Fair Market Value definition is the same as the definition for Market Value as defined by the U.S. Treasury Department, Comptroller of the Currency, 12 CFR part 34.42(f) and USPAP form 436 (6-93) as:

The most probable price a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under condition whereby:

- *Buyer and seller are typically motivated;*
- *Both parties are well informed or well advised, and acting in what they consider their own best interest;*
- *A reasonable time is allowed for exposure in the open market;*
- *Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- *The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.*

**Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparison to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraisers' judgment.*

5. WITH REGARD TO INSTRUCTION NO. 4 ABOVE, DO NOT CONSIDER COMPARABLE SALES IN THE AFFECTED AREA WHEN DETERMINING THE FAIR MARKET VALUE. THE AFFECTED AREA IS THE AREA IDENTIFIED ON THE ATTACHED EXHIBIT A. FURTHERMORE, THE ABOVE-REFERENCED PROPERTY, WHICH IS LOCATED IN THE AFFECTED AREA, MUST BE APPRAISED WITHOUT REGARD TO ANY POLLUTION CONDITIONS UNDER OR AFFECTING THE PROGRAM AREA. THE TERM "POLLUTION CONDITIONS" MEANS ONE OR MORE OF THE CONSTITUENTS OF CONCERN LISTED ON THE ATTACHED EXHIBIT B RELEASED TO THE SOIL OR GROUNDWATER AT THE FORMER CAMERON IRON WORKS FACILITY LOCATED AT 1000 SILBER ROAD, HOUSTON, HARRIS COUNTY, TEXAS.
6. Do not use any distress or non-arms length sales.
7. Round all exterior dimensions up to the nearest half-foot when calculating total living areas.

8. Accept and consider any market information supplied by the property owner(s).
9. Consider all inspection reports in your appraisal.
10. Consider any unique characteristics of the property or its location that would influence a potential buyer.
11. The appraisal report is subject to the following Contingent and Limiting Conditions. While these conditions are largely consistent with those provided by Freddie Mac Form 439 (6-93), some provisions differ. The appraiser should consider the conditions below controlling in the preparation of the appraisal report.
 - A. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
 - B. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
 - C. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal.
 - D. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
 - E. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
 - F. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazard wastes, toxic substances, etc.), other than the Pollution Conditions noted in Instruction No. 5 above, observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. FOR PURPOSES OF THIS REPORT, HOWEVER, THE APPRAISER HAS NOT CONSIDERED THE IMPACT OF ANY POLLUTION CONDITIONS AS THAT

TERM HAS BEEN DEFINED. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc. other than the Pollution Conditions) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

G. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

H. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.

I. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alternations on the assumption that completion of the improvements will be performed in a workmanlike manner.

J. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

12. The appraiser certifies and agrees that he has complied with the following provisions. While these provisions are largely consistent with those provided by Freddie Mac Form 439 (6-93), some provisions differ. The appraiser should

consider the provisions below as controlling in the preparation of the appraisal report. The appraiser specifically certifies and agrees that:

A. I have researched the subject market area and have selected a minimum of six (6) recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.

B. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.

C. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.

D. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.

E. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.

F. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.

G. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.

H. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.

I. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if any unauthorized change is made to the appraisal report, I will take no responsibility for it.

12. Sales used for comparables in your report cannot be older than twelve (12) months.

13. Sales history on subject property must be at least five (5) years.

14. Must use a minimum of six (6) comparable sales.

Appraiser: _____

Date of Inspection: _____

Owner: _____

Date of Inspection: _____

SCHEDULE C

NOTICE TO BUYER OF CLASS ACTION SETTLEMENT

On November 22, 2006, the Honorable John Woolridge, Judge of the 269th Judicial District Court of Texas in Harris County, Texas approved the Amended Settlement Agreement in *Ricardo and Debra Valice v. Cameron Iron Works, Inc., et al*, Cause No. 2002-31531, a class action lawsuit filed on behalf of residential property owners in the area bounded generally by Interstate I-10 to the north, Buffalo Bayou to the south, Silber Road and East Friar Tuck lane to the west, and portions of the Harris County Flood Control ditch, Pinehaven Drive and North Post Oak Lane to the east, as more fully set out on the map attached hereto as Exhibit A, based on alleged diminution in value caused by pollution of the ground water by Cooper Cameron's predecessor interest, Cameron Iron Works, Inc.

The class representatives alleged that, over a period in excess of thirty-years, Cameron Iron Works, Inc. released certain volatile and semi-volatile organic chemicals on and around the grounds of its plant located just north of I-10 at Silber Road, which, in turn, seeped into the ground water. These chemicals and their breakdown products are still be present in the ground water and have migrated south towards Buffalo Bayou in "plumes" beneath or around residences in the affected area, including this residence. Cooper Cameron and the Texas Commission for Environmental Quality have collaborated with respect to remediation of the ground water contamination. Cooper Cameron has filed a remedial action plan with the TCEQ under which certain chemicals will be monitored and prevented from spreading until same naturally degrades.

The aforementioned lawsuit was mutually resolved by the execution and Court approval of a Amended Settlement Agreement, pursuant to which each member of the Class may require Cooper Cameron to enter into a Amended Property Marketing Agreement with such Class Member by providing written notice to Cooper Cameron on or before March 31, 2012 that such Class member desires to sell his or her property. This residence is being sold pursuant to a Property Marketing Agreement. You may obtain a copy of the Amended Settlement Agreement by forwarding a request for it to Cooper Cameron attention Bruce Himmelreich, 1333 West Loop South, Suite 1700, Houston, Texas 77027, or going to <http://www.silberroadsite.com>, a website maintained by Cooper Cameron, and clicking on the box entitled "Settlement."