

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA,

Plaintiff,

v.

BACARDI CORPORATION,

Defendant.

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) Civil Action No.
) 3:08-cv-1825
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CONSENT DECREE

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Plaintiff United States of America, on behalf of the United States Environmental Protection Agency ("EPA"), is filing, concurrently with the lodging of this Consent Decree, a Complaint ("Complaint") against Defendant Bacardi Corporation ("Defendant" or "Bacardi"), alleging violations of Sections 301, 308, and 402 of the Clean Water Act ("Act" or "CWA"), 33 U.S.C. §§ 1311, 1318, and 1342, respectively, and regulations promulgated thereunder, and terms and conditions of National Pollutant Discharge Elimination System ("NPDES") Permit Number PR0000591 ("Permit"), issued by EPA to Defendant for effluent discharges from its rum distillery in Cataño, Puerto Rico ("Facility"), pursuant to Section 402 of the CWA, and seeking civil penalties and injunctive relief.

The Complaint against Defendant alleges that Defendant violated the Act, applicable regulations and its Permit by discharging pollutants in excess of effluent limitations contained in the Permit and in administrative orders issued by EPA to Defendant, by failing to report results of sampling conducted by Defendant, including violations of effluent limitations, and by failing to conduct toxicity testing and report the results of such testing as required by its Permit.

Defendant does not admit any liability to the United States arising out of the transactions or occurrences alleged in the Complaint.

This Consent Decree supercedes the Administrative Order and Request for Information (CWA-02-2008-3023) issued to Defendant by EPA on June 19, 2008, and any outstanding requirements set forth in Administrative Order (CWA-02-2006-3089) issued to Defendant by EPA on September 28, 2006, Administrative Order and Request for Information (CWA-02-2007-3024) issued to Defendant by EPA on March 16, 2007, Administrative Order and Request for Information (CWA-02-2007-3062) issued to Defendant by EPA on July 30,

2007, and Administrative Order and Request for Information (CWA-02-2008-3006) issued to Defendant by EPA on December 28, 2007.

In recognition of the unique circumstances of this matter, the Parties have determined that the objectives of this Consent Decree, namely, for Defendant to achieve and maintain full compliance with the Clean Water Act, its implementing regulations, and the terms and conditions of Defendant's Permit as soon as possible, are best served by Defendant proceeding with implementation of the compliance measures set forth in all plans of action submitted by Defendant in accordance with Section V (Compliance Requirements), without the need for EPA approval of those plans of action.

The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation between the Parties and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I, and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section 309 of the Act, 33 U.S.C. § 1319, and over the Parties. Venue lies in this District pursuant to Section 309 of the Act, 33 U.S.C. § 1319, and 28 U.S.C. §§ 1391(b)-(c) and 1395(a), because Defendant's Facility is located in this judicial district, and because the violations set forth in the Complaint are alleged to have occurred in, and Defendant conducts business in, this judicial district. For purposes of this Decree, or any action

to enforce this Decree, Defendant consents to the Court's jurisdiction over this Decree and any such action and over Defendant and consents to venue in this judicial district.

2. For purposes of this Consent Decree, Defendant agrees that the Complaint states claims upon which relief may be granted pursuant to Sections 301, 308, and 402 of the Act, 33 U.S.C. §§ 1311, 1318, and 1342.

II. APPLICABILITY

3. The obligations of this Consent Decree apply to and are binding upon the United States, and upon Defendant and any successors, assigns, or other entities or persons otherwise bound by law.

4. No transfer of ownership or operation of the Facility, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve Defendant of its obligation to ensure that the terms of this Decree are implemented. At least 30 Days prior to such transfer, Defendant shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement, to EPA Region 2, the United States Attorney for the District of Puerto Rico, and the United States Department of Justice, in accordance with Section XIV (Notices). Any attempt to transfer ownership or operation of the Facility without complying with this Paragraph constitutes a violation of this Decree.

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

Defendant shall condition any such contract upon performance of the work in conformity with the terms of this Consent Decree.

6. In any action to enforce this Consent Decree, Defendant shall not raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

III. DEFINITIONS

7. Terms used in this Consent Decree that are defined in the Act, 33 U.S.C. §§ 1251 *et seq.*, or in regulations promulgated pursuant to the Act shall have the meanings assigned to them in the Act or such regulations, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

- a. “Act” or “CWA” shall mean the Clean Water Act, 33 U.S.C. §§ 1251-1387;
- b. “Calendar Quarter” shall mean the three-month periods ending on March 31, June 30, September 30, and December 31;
- c. “Commonwealth” shall mean the Commonwealth of Puerto Rico;
- d. “Complaint” shall mean the complaint filed by the United States in this action;
- e. “Consent Decree” or “Decree” shall mean this Decree and all appendices attached hereto (listed in Section XXIII (Appendices)), and any plans, reports or other deliverables incorporated by reference into this Decree in accordance with Section V (Compliance Requirements);

f. “Date of Lodging” shall mean the date on which this Consent Decree is filed for lodging with the Clerk of the Court for the United States District Court for the District of Puerto Rico;

g. “Day” shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal or Commonwealth holiday, the period shall run until the close of business of the next business day;

h. “Defendant” shall mean Bacardi Corporation;

i. “DMR” shall mean a Discharge Monitoring Report required to be submitted by Defendant in accordance with the terms of the Permit;

j. “DOJ” shall mean the United States Department of Justice and any of its successor departments or agencies;

k. “EPA” shall mean the United States Environmental Protection Agency and any of its successor departments or agencies;

l. “Effective Date” shall have the definition provided in Section XV (Effective Date);

m. “EQB” or “Environmental Quality Board” shall mean the Environmental Quality Board of the Commonwealth of Puerto Rico and any of its successor departments or agencies;

n. “Facility” shall mean Defendant’s rum distillery located at State Road No. 165, Km. 2.6, Industrial Area, Cataño, Puerto Rico 00962;

- o. "NPDES Permit" or "Permit" as used herein shall mean the National Pollutant Discharge Elimination System Permit issued to Defendant for the Facility (Permit Number PR0000591), or any successor permit;
- p. "Outfall 001," "Outfall 002," "Outfall 003," and "Outfall 004" refer to the outfalls identified as Outfalls 001, 002, 003 and 004, respectively, in the Permit;
- q. "Outfalls" shall mean Outfall 001, Outfall 002, Outfall 003, and Outfall 004, collectively;
- r. "Paragraph" shall mean a portion of this Decree identified by an Arabic numeral;
- s. "Parties" shall mean the United States and Bacardi Corporation;
- t. "Regulated Bacteria" shall mean, collectively, Total Coliform, Fecal Coliform, and Enterococcus;
- u. "Section" shall mean a portion of this Decree identified by a capitalized roman numeral;
- v. "United States" shall mean the United States of America, acting on behalf of EPA; and
- w. "Week" shall mean a calendar week unless expressly stated otherwise.

IV. CIVIL PENALTY

8. No later than 30 Days after the Effective Date of this Consent Decree, Defendant shall pay the sum of \$550,000 as a civil penalty, together with interest accruing from the Date of Lodging, at the rate specified in 28 U.S.C. § 1961 as of the Date of Lodging.

9. Defendant shall pay the civil penalty due by FedWire Electronic Funds Transfer (“EFT”) to the United States Department of Justice in accordance with written instructions to be provided to Defendant, following lodging of the Consent Decree, by the Financial Litigation Unit of the United States Attorney’s Office for the District of Puerto Rico, Torre Chardón, Suite 1201, 350 Carlos Chardón Avenue, San Juan, Puerto Rico 00918. At the time of payment, Defendant shall send a copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter, which shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in United States v. Bacardi Corporation, and shall reference the civil action number and DOJ case number 90-5-1-1-08983, to the United States in accordance with Section XIV (Notices); by email to acctsreceivable.CINWD@epa.gov; and by mail to:

EPA Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, Ohio 45268

10. Defendant shall not deduct any penalties paid under this Decree pursuant to this Section or Section VIII (Stipulated Penalties) in calculating its federal income tax.

V. COMPLIANCE REQUIREMENTS

11. Effluent Limitations for Regulated Bacteria at Outfall 001

a. Final Effluent Limitations. No later than July 1, 2010, Defendant shall be in compliance with the final effluent limitations for Total Coliform, Fecal Coliform, and Enterococcus at Outfall 001, as set forth in the Permit.

b. Interim Effluent Limitations for Fecal Coliform and Enterococcus. For the period beginning upon the effective date of the Permit through June 30, 2010, Defendant

shall be in compliance with the interim effluent limitations for Fecal Coliform and Enterococcus at Outfall 001, as set forth in the Permit.

c. Interim Effluent Limitation for Total Coliform. For the period beginning upon the effective date of the Permit through June 30, 2010, Defendant shall meet the following interim effluent limitation for Total Coliform at Outfall 001:

	<u>Discharge Limitation</u> <u>(daily maximum)</u>	<u>Monitoring Requirements</u>	
		<u>Measurement Frequency</u>	<u>Sample Type</u>
Total Coliform (colonies/100 ml)	1,600,000	Weekly	Grab

For purposes of this subparagraph c, Defendant shall calculate the daily maximum discharge of Total Coliform based on the geometric mean of a series of at least 5 representative samples of the discharge taken sequentially in a given instance.

d. At any time prior to termination of the Consent Decree, Defendant may request in writing to EPA that the Consent Decree be modified to extend or otherwise amend the interim effluent limitation for Total Coliform at Outfall 001, and/or to add interim effluent limitation(s) for Fecal Coliform and/or Enterococcus at Outfall 001. EPA may, in its unreviewable discretion, approve, approve in part, or disapprove Defendant's written request. If EPA approves Defendant's request in whole or in part, the appropriate modification shall be made to this Decree in accordance with Section XVII (Modification).

12. Enhanced Monitoring Requirements

a. Enhanced Monitoring Requirements for Specified Parameters

i. Upon the Date of Lodging of this Consent Decree, Defendant shall

sample the following parameters at least once per Week for a period of 90 Days:

- (1) At Outfall 001: Biochemical Oxygen Demand - Five Day ("BOD₅"), Cadmium, Enterococcus, Fecal Coliform, Mercury, Nitrogen (NO₃ + NO₂ + NH₃), Silver, and Total Coliform;
- (2) At Outfall 002: BOD Percent Removal, Enterococcus, Fecal Coliform, and Total Coliform;
- (3) At Outfall 003: BOD₅ and Total Suspended Solids ("TSS"); and
- (4) At Outfall 004: BOD₅ and TSS.

ii. In the event that chlorine-based disinfectants are used at the

Facility and discharged through Outfall 001, Defendant shall sample the Outfall 001 effluent for Total Residual Chlorine in accordance with this Paragraph 12.a, and meet any applicable effluent limitation for that parameter.

iii. If Defendant violates any applicable interim or final effluent

limitation for a parameter for which it is conducting enhanced monitoring pursuant to this Paragraph 12.a, Defendant shall conduct enhanced monitoring for that parameter for an additional period of 90 Days, beginning on the due date of the DMR for the monthly monitoring period during which the triggering violation occurred.

b. Enhanced Monitoring for All Parameters. Any violation of any applicable interim or final effluent limitation in the Permit or in Paragraph 11 of this Decree for any parameter at any Outfall will trigger additional monitoring, as follows:

i. Any violation of a daily maximum or weekly average effluent limitation will trigger daily monitoring (five Days per Week) for that parameter until Defendant achieves compliance with that effluent limitation for a period of two consecutive Weeks ("Two Week Monitoring Period"). Each Two Week Monitoring Period shall be separated by a period of time not to exceed 21 Days with no daily monitoring requirements to allow time for Defendant to receive and review monitoring results from the previous Two Week Monitoring Period. If the monitoring results for a given Two Week Monitoring Period do not demonstrate compliance with the applicable effluent limitation(s) during that period, Defendant shall complete another Two Week Monitoring Period consistent with this Paragraph 12.b, for the parameter(s) found to be out of compliance.

ii. Any violation of a monthly average or quarterly rolling average effluent limitation will trigger twice-Weekly monitoring for that parameter until Defendant achieves compliance with that effluent limitation for a period of 90 consecutive Days.

c. Defendant shall conduct all monitoring pursuant to this Paragraph using the methods specified in the Permit and in 40 C.F.R. Part 136, except that the monitoring frequencies shall be enhanced as specified in this Paragraph.

13. Plan of Action for Regulated Bacteria at Outfall 001

a. No later than 180 Days after the Date of Lodging of this Consent Decree, Defendant shall:

i. Identify potential sources of Regulated Bacteria at the Facility, which may be contributing to the presence of Regulated Bacteria in the Facility's Outfall 001 effluent; and

ii. Develop and submit to EPA a plan of action ("Bacterial POA") that: (1) identifies technical and/or operational measures necessary to bring discharges through Outfall 001 into compliance with the final effluent limitations for Regulated Bacteria, as set forth in the Permit; and (2) provides a schedule for implementing the selected technical and/or operational measures, which shall not exceed 540 Days from the date Defendant submits the Bacterial POA to EPA.

b. Upon submission of the Bacterial POA, it shall be incorporated by reference into this Consent Decree and shall be enforceable as a part hereof.

c. Prior to implementing any technical and/or operational measures pursuant to the Bacterial POA, Defendant shall ensure that the selected measure(s) will not result in Defendant's violation of any applicable effluent limitations for any parameter at any Outfall, including but not limited to Regulated Bacteria, or otherwise result in noncompliance with any term of its Permit or this Decree. If Defendant determines that a selected measure may have potential adverse impacts on any requirement of the Permit or this Decree, including but not limited to applicable effluent limitations, Defendant shall incorporate into the Bacterial POA additional measures to address those potential impacts, the schedule for which shall not exceed 540 Days from the date Defendant submits the Bacterial POA to EPA.

d. In the event that, after submitting the Bacterial POA to EPA, Defendant decides to make any revisions to the Bacterial POA, within 45 Days thereafter Defendant shall

submit to EPA an amended Bacterial POA, clearly delineating any revisions, that complies with the requirements of this Paragraph, the schedule for which shall not exceed 540 Days from the date Defendant submitted the original Bacterial POA to EPA. Upon submission of an amended Bacterial POA, it shall be incorporated by reference into this Consent Decree and shall be enforceable as a part hereof.

e. Bacterial POA Completion Report. No later than 120 Days after implementation of the measures set forth in the Bacterial POA (or any amended Bacterial POA, if applicable) developed pursuant to this Paragraph, Defendant shall submit to EPA a Bacterial POA Completion Report that includes Defendant's written certification that (i) the measures set forth in the Bacterial POA have been implemented, and (ii) Defendant has achieved consistent compliance with the final effluent limitations for Total Coliform, Fecal Coliform, and Enterococcus, as set forth in the Permit. For purposes of this Paragraph, and of Paragraphs 14.e and 15.d, "consistent compliance" shall mean that Defendant did not exceed the applicable final effluent limitations for a period of at least 3 consecutive monthly monitoring periods, as reported on Defendant's DMRs for those monitoring periods.

f. Each submission required under this Paragraph shall be signed by an appropriate official and shall bear the certification language set forth in Paragraph 43.

14. Plan of Action to Address Nitrogen Exceedances at Outfall 001

a. If, at any time beginning upon the Date of Lodging of this Decree through termination of this Decree, Defendant exceeds (based on analysis of representative samples as required by Part II.B.10 of the Permit) the effluent limitation for Nitrogen at Outfall 001, as set

forth in the Permit, Defendant shall develop and submit to EPA a plan of action to address its noncompliance with the Nitrogen effluent limitation ("Nitrogen POA").

b. Defendant shall submit the Nitrogen POA no later than 30 Days after the due date of the DMR for the monitoring period during which the Nitrogen exceedance that triggered the requirements of this Paragraph occurred.

c. Defendant shall include in the Nitrogen POA: (i) measures that will be used to achieve compliance with the Permit effluent limitation for Nitrogen at Outfall 001; and (ii) a schedule for implementing the selected measure(s), which shall not exceed 90 Days from the date Defendant submits the Nitrogen POA to EPA or the due date of the Nitrogen POA, whichever occurs earlier.

d. Upon submission of the Nitrogen POA, it shall be incorporated by reference into this Consent Decree and shall be enforceable as a part hereof.

e. Nitrogen POA Completion Report. No later than 120 Days after implementation of the measures set forth in the Nitrogen POA developed pursuant to this Paragraph, if any, Defendant shall submit to EPA a Nitrogen POA Completion Report that includes Defendant's written certification that (i) the measures set forth in the Nitrogen POA have been implemented, and (ii) Defendant has achieved consistent compliance with the applicable effluent limitation for Nitrogen at Outfall 001.

f. The requirements of this Paragraph and of Paragraph 15 of this Consent Decree may be triggered by monitoring conducted pursuant to the terms of the Permit or pursuant to the enhanced monitoring schedules set forth in Paragraph 12 of this Decree.

g. Each submission required under this Paragraph shall be signed by an appropriate official and shall bear the certification language set forth in Paragraph 43.

15. Plan(s) of Action to Address Exceedance(s) of Effluent Limitations

a. If, prior to termination of the Consent Decree, Defendant exceeds the interim or final effluent limitation, as applicable, for an identified parameter as described in the following table (based on analysis of representative samples as required by Part II.B.10 of the Permit), Defendant shall develop and submit to EPA a Plan of Action to address the noncompliance.

Type of Effluent Limitation	Trigger for Plan of Action
Monthly Average or Quarterly Rolling Average	2 violations within a 3 month period
Weekly Average	3 violations within a 3 month period
Daily Maximum	4 violations within a 3 month period

b. Within 60 Days of the due date of the DMR for the monitoring period during which the exceedance(s) of effluent limitation(s) that triggers the requirement to develop and implement a Plan of Action pursuant to this Paragraph occurs, Defendant shall develop and submit to EPA a Plan of Action that:

i. identifies all measures necessary to achieve compliance with the final effluent limitation(s) for the relevant parameter(s) at the relevant Outfall(s), as set forth in the Permit; and

ii. provides a schedule for implementing the selected measures, which shall not exceed 540 Days from the date Defendant submits the Plan of Action to EPA or the due date of the Plan of Action, whichever occurs earlier.

c. Upon submission of a Plan of Action, it shall be incorporated by reference into this Consent Decree and shall be enforceable as a part hereof.

d. Plan of Action Completion Report(s). No later than 120 Days after the implementation of the measures set forth in a Plan of Action developed pursuant to this Paragraph, if any, Defendant shall submit to EPA a Plan of Action Completion Report that includes Defendant's written certification that (i) the measures set forth in the Plan of Action have been implemented, and (ii) Defendant has achieved consistent compliance with the applicable effluent limitation(s) for the parameter(s) that the Plan of Action was intended to address.

e. The requirements of this Paragraph shall not be triggered by an exceedance of applicable interim or final effluent limitations for Nitrogen, Total Coliform, Fecal Coliform, or Enterococcus at Outfall 001, unless the triggering exceedance(s) occurs after Defendant has submitted to EPA a Bacterial POA Completion Report or Nitrogen POA Completion Report, as appropriate, in accordance with Paragraph 13 or 14 of this Decree.

f. Each submission required under this Paragraph shall be signed by an appropriate official and shall bear the certification language set forth in Paragraph 43.

16. High Test Molasses Demonstration Study

a. No later than April 30, 2009, Defendant shall complete the High Test Molasses Demonstration Study ("Molasses Study") required by the September 28, 2006 Administrative Order (CWA-02-2006-3089) issued by EPA to Defendant, as modified by Administrative Order and Request for Information (CWA-02-2008-3006) issued by EPA to Defendant on December 28, 2007. The purpose of the Molasses Study is to determine the impact

on Defendant's effluent wastewater quality and the long-term feasibility of increasing the use of high test molasses in the fermentation process, by utilizing different ratios of blackstrap and high test molasses in its rum production and monitoring the long-term impact of increased use of high test molasses on effluent at the Facility.

b. The Molasses Study shall include at least the following measures:

i. For each incoming shipment of blackstrap and high test molasses, Defendant shall sample the raw material (prior to any treatment, mixing, etc., of the raw material) for each of the pollutants listed in Tables A-1 and A-3 of the Permit, to determine the pollutant concentration of each incoming shipment of molasses;

ii. Recording the monthly sums, by volume and weight, of blackstrap and high test molasses used in the fermentation process;

iii. Recording the ratio of blackstrap to high test molasses for each batch of molasses used in the fermentation process; and

iv. Observing and recording any impacts on effluent quality, for each of the pollutants listed in Tables A-1 and A-3 of the Permit, as a result of the Molasses Study.

c. Defendant shall submit annual status reports of the Molasses Study, on June 30, 2008 and June 30, 2009, and submit a Final Report no later than 90 Days after Defendant completes the Molasses Study. If the Molasses Study is completed sooner than anticipated, the Final Report will supplant the need for the June 30, 2009 annual report provided Defendant submits the Final Report on or before that date. Each submission required under this Paragraph shall be signed by an appropriate official and shall bear the certification language set forth in Paragraph 43.

17. Compliance with Method Detection Limits

a. Upon the Date of Lodging of this Decree, for all effluent parameters that Defendant is required to monitor pursuant to the Permit and/or this Decree, Defendant shall utilize analytical method detection limits ("MDLs") that are less than or equal to the applicable final effluent limitation so that the United States can assess Defendant's compliance with applicable effluent limitations.

b. No later than 30 Days after the Date of Lodging of this Decree, Defendant shall submit written certification to EPA, in accordance with Paragraph 43 of this Decree, that Defendant has adopted monitoring and analytical procedures and methods that ensure MDLs less than or equal to applicable effluent limitations.

18. Effect of Agency Comment on Deliverables. EPA reserves the right to comment on any plan, report, or other item that Defendant is required to submit to EPA pursuant to this Section. In no event, however, should Defendant wait for EPA to comment on any deliverable before it initiates appropriate actions pursuant to the relevant deliverable, unless specifically directed otherwise in writing by EPA. Any comments made by EPA on any such deliverable will not extend the timeline for implementation by Defendant, unless otherwise specified in writing by EPA.

19. Permits. Where any compliance obligation under this Section requires Defendant to obtain a federal, Commonwealth, or local permit or approval, Defendant shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. Defendant may seek relief under the provisions of Section IX (Force Majeure) for any delay in the performance of any such obligation resulting from a failure to obtain, or a delay in

obtaining, any permit or approval required to fulfill such obligation, if Defendant has submitted timely and complete applications and has taken all other actions necessary to obtain all such permits or approvals.

20. Nothing in this Consent Decree shall preclude Defendant from implementing any improvement action(s) or other modification(s) to the Facility in addition to those identified herein, provided that any additional actions shall not be inconsistent with or result in noncompliance with any requirements of the Permit or this Consent Decree, and shall further comply with all applicable federal, Commonwealth, and local statutes, regulations, standards, permits, ordinances and other requirements.

VI. SUPPLEMENTAL ENVIRONMENTAL PROJECT

21. General Description. Defendant shall implement a land preservation Supplemental Environmental Project ("SEP"), whereby Defendant will transfer title to a parcel of land containing wetlands to a non-profit group, the Universidad Metropolitana, Sistema Universitario Ana G. Mendez ("UMET" or "SUAGM"), in accordance with the requirements of this Consent Decree. The parcel is approximately 7,639 square meters in size, is located in the watershed of Cienega Las Cucharillas in Palmas Ward, Cataño, Puerto Rico, comprises wetlands and uplands areas, and is bordered on one side by tidal black mangroves associated with the old Bayamon River Channel ("SEP Parcel"). Appendix A to this Decree contains a diagram of the SEP Parcel (identified therein as "Bacardi Parcel A"). The purpose of this environmental restoration and protection project is to donate land, which will assist in restoring the ecosystem, providing environmental and public health protection, and enable UMET to manage in perpetuity the ecological resources of Cienega Las Cucharillas and nearby mangrove forest and wetland

areas to ensure future environmental benefits. Defendant shall complete the SEP in accordance with the schedule set forth in this Section.

22. No later than 60 Days after the Effective Date of this Decree, Defendant shall submit to EPA for approval a proposed contract between Defendant and UMET ("SEP Contract"), whereby Defendant agrees to transfer title of the SEP Parcel to UMET and UMET agrees to maintain the acquired SEP Parcel as a protected area in perpetuity through the use of deed restrictions, covenants, and/or conservation easements. The SEP Contract shall include terms that address, at a minimum, the following:

a. an assessment of the actual conditions of the SEP Parcel, including but not limited to: (1) conducting a current title search; (2) evaluating the current environmental condition of the property, including the presence of any buildings, equipment and/or other man-made features or objects; and (3) identifying and conducting or providing UMET the resources for any necessary cleanup of debris on the SEP Parcel;

b. ensure that the SEP Parcel is perpetually maintained as a protected area through deed restrictions, covenants, and/or conservation easements, consistent with the purpose of the SEP set forth in Paragraph 21, and is free from uses or conditions that are inconsistent with ecosystem protection; and

c. except for existing utility and other easements, rights-of-way, and covenants of record, if any, and the easements or other restrictions required by subparagraph b, ensure that neither the SEP Parcel nor any portion of the SEP Parcel is or will be encumbered in any way.

23. After review of the SEP Contract, EPA shall in writing: (a) approve the SEP Contract; (b) approve the SEP Contract upon specified conditions; or (c) disapprove the SEP Contract, in whole or in part, and provide the grounds for any disapproval.

24. If the SEP Contract is conditionally approved pursuant to Paragraph 23, Defendant shall promptly, but in any event no later than 60 Days after receiving EPA's conditional approval, address the grounds for any such conditional approval under Paragraph 23.

25. In the event that EPA disapproves the SEP Contract in whole or in part, Defendant shall, within 60 Days thereafter, correct all deficiencies and resubmit the SEP Contract to EPA for approval in accordance with the preceding Paragraphs.

26. No later than 45 Days after (i) EPA approves the SEP Contract or (ii) Defendant addresses the grounds for conditional approval pursuant to Paragraph 24, Defendant and UMET shall execute the SEP Contract and all other appropriate documents transferring all interests in the SEP Parcel to UMET. The transfer documents shall include:

a. a covenant by Defendant that it has not committed, nor caused to be committed, any acts by which the SEP Parcel or any portion thereof is encumbered in any way (other than existing utility and other easements, rights-of-way, and covenants of record, if any), and that Defendant has not impaired the title of the SEP Parcel by conveying it in whole or in part to another entity; and

b. deed restrictions, covenants, and/or conservation easements to ensure that the SEP Parcel is perpetually maintained consistent with the purpose of the SEP set forth in Paragraph 21.

Promptly after the transfer of the SEP Parcel to UMET, but in any event no later than 30 Days thereafter, Defendant shall arrange for the recordation of all documents relevant to the transfer in the appropriate governmental records office.

27. No later than 30 Days after the transfer, Defendant shall submit to the United States confirmation of the transfer of the SEP Parcel to UMET, and a true and correct copy of all deeds and evidence of filing for recordation, titles, and/or other instruments documenting the transfer of interest, including any deed restrictions, covenants and/or conservation easements.

28. In the event that it is determined by EPA, as a result of the title search or other means, that the SEP Parcel would not serve the purposes of the SEP as set forth in this Section, then within 90 Days after learning of such unsuitability, Defendant, after consultation with UMET, shall provide the United States with a written proposal regarding one or more alternative properties available for purchase within the Cienega Las Cucharillas watershed. Any proposed alternative property must serve the purposes of the SEP as set forth in this Section, and the total cost to implement the SEP must be not less than \$1 million, including the fair market value of the alternative property based on two independent third-party appraisals.

29. No later than 30 Days after the United States receives any proposal submitted in accordance with Paragraph 28, it shall approve, conditionally approve, or disapprove, in whole or in part, the proposal. If the United States approves the proposal, Defendant shall: (a) revise and resubmit to EPA the SEP Contract, as appropriate, in accordance with the requirements of this Section; (b) certify, consistent with Paragraph 32.a of this Decree, that all cost information provided to EPA in connection with EPA's approval of the alternative SEP proposal is complete and accurate and that Defendant in good faith estimates that the cost to implement the SEP is not

less than \$1 million, including the fair market value of the alternative property based upon two independent third-party appraisals; and (c) effectuate the transfer of the alternative property(ies) to UMET, in accordance with the requirements of this Section.

30. If, after one year from the Effective Date of this Decree, neither the SEP Parcel nor any alternative property has been transferred to UMET in accordance with this Section, the United States may determine that the SEP shall be terminated, in which event a stipulated penalty shall accrue in accordance with Paragraph 51.b of this Decree. Upon payment of the stipulated penalty, Defendant shall be relieved of any further obligations with respect to the SEP. All provisions of this Decree apply to Defendant's obligation to complete the SEP in accordance with this Section.

31. Defendant is responsible for the satisfactory completion of the SEP in accordance with the requirements of this Decree. For purposes of this Section and Paragraph 51.a of this Decree, "satisfactory completion" means that Defendant has transferred the SEP Parcel or any approved alternative property to UMET and arranged for recordation of all relevant documents in accordance with Paragraph 26, and has submitted to the United States confirmation of the transfer and a copy of all deeds and other documents in accordance with Paragraph 27. Defendant may use contractors or consultants in planning and implementing the SEP.

32. With regard to the SEP, Defendant certifies the truth and accuracy of each of the following:

a. that all cost information provided to EPA in connection with EPA's approval of the SEP is complete and accurate and that Defendant in good faith estimates that the

cost to implement the SEP is not less than \$1 million, including the fair market value of the SEP Parcel based upon two independent third-party appraisals;

b. that, as of the date of executing this Decree, Defendant is not required to perform or develop the SEP by any federal, state, or local law or regulation and is not required to perform or develop the SEP by agreement, grant, or as injunctive relief awarded in any other action in any forum;

c. that the SEP is not a project that Defendant was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this Decree;

d. that Defendant has not received and will not receive credit for the SEP in any other enforcement action; and

e. that Defendant will not receive any reimbursement for any portion of the SEP from any other person.

33. SEP Completion Report

a. No later than 30 Days after the transfer of the SEP Parcel, or any alternative property pursuant to Paragraph 28, Defendant shall submit a SEP Completion Report to the United States, in accordance with Section XIV (Notices). The SEP Completion Report shall contain, at a minimum, the following information:

- i. a detailed description of the SEP, as implemented;
- ii. a description of any problems encountered in completing the SEP and the solutions thereto;
- iii. an itemized list of all eligible SEP costs expended, and documentation thereof;

iv. copies of the deed and any related transfer documents evidencing the transfer of the SEP Parcel, or any alternative property, to UMET, and that appropriate deed restrictions, covenants, and/or conservation easements have been placed on the SEP Parcel, or any alternative property, to protect the SEP Parcel, or any alternative property, in perpetuity;

v. certification that the SEP has been fully implemented pursuant to the provisions of this Decree; and

vi. a description of the environmental and public health benefits resulting from implementation of the SEP.

34. EPA may, in its sole discretion, require information in addition to that described in the preceding Paragraph, in order to evaluate the SEP Completion Report.

35. After receiving the SEP Completion Report, the United States shall notify Defendant whether Defendant has satisfactorily completed the SEP. If the United States determines that Defendant has not completed the SEP in accordance with this Consent Decree, stipulated penalties may be assessed under Paragraph 51.a of this Decree.

36. Disputes concerning the satisfactory performance of the SEP may be resolved under Section X (Dispute Resolution). No other disputes arising under this Section shall be subject to dispute resolution.

37. Each submission required under this Section shall be signed by an official with knowledge of the SEP and shall bear the certification language set forth in Paragraph 43.

38. Any public statement, oral or written, in print, film, or other media, made by Defendant in English making reference to the SEP under this Decree shall include the following language: "This project was undertaken in connection with the settlement of an enforcement

action, United States v. Bacardi Corporation, taken on behalf of the U.S. Environmental Protection Agency under the Clean Water Act.” Any public statement, oral or written, in print, film, or other media, made by Defendant in Spanish making reference to the SEP under this Decree shall include the following language: “Este proyecto se ejecuta por un acuerdo de una accion legal, United States v. Bacardi Corporation, promovida por la Agencia Federal de Proteccion Ambiental bajo la autoridad del estatuto federal de Agua Limpia.”

39. For federal income tax purposes, Defendant agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP.

VII. REPORTING REQUIREMENTS

40. Quarterly Reports

a. No later than 30 Days after the end of each Calendar Quarter after the Date of Lodging of this Consent Decree, until termination of this Decree pursuant to Section XVIII (Termination), Defendant shall submit to EPA a Quarterly Report for the preceding Calendar Quarter that shall include, at a minimum:

i. a description of the actions taken by Defendant to meet the requirements of Section V, any plans, reports, or other deliverables developed pursuant to Section V, and any modifications thereof (collectively, “Compliance Requirement Provisions”), including the date of completion of each such action and the Paragraph of this Consent Decree with which the action was intended to comply;

ii. identification of the specific actions remaining to be accomplished to comply with the Compliance Requirement Provisions of this Consent Decree, including the

anticipated date on which each such action is expected to be accomplished and the Paragraph of this Consent Decree with which the action is intended to comply;

iii. discussion of Defendant's progress in satisfying its obligations in connection with the SEP under Section VI (Supplemental Environmental Project), including, at a minimum, a narrative description of activities undertaken and the status of any construction or compliance measures, including the completion of any milestones set forth in Section VI;

iv. a description of any penalties paid pursuant to Section VIII of this Consent Decree (Stipulated Penalties);

v. a summary of the status of NPDES permit application(s) and mixing zone application(s) and/or discussions with EQB and/or EPA, if applicable;

vi. a summary of the results of annual, quarterly and/or weekly toxicity testing conducted in accordance with Special Conditions 17.c and 19 of the Permit;

vii a summary of the status of the dye study required by Special Condition 17.n of the Permit, including status of approval of the protocol and the quality assurance project plan required by Special Condition 17.n; and

viii. a summary of the status of the study with regard to Regulated Bacteria required by Special Condition 18 of the Permit.

b. Each Quarterly Report shall also include a description of any non-compliance with the requirements of this Consent Decree and an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation. If the cause of a violation cannot be fully explained at the time the Quarterly Report is due, Defendant shall so state in the Quarterly Report. Defendant shall investigate the cause of

the violation and shall then submit an amendment to the Quarterly Report, including a full explanation of the cause of the violation, within 30 Days of the Day Defendant becomes aware of the cause of the violation. Nothing in this Paragraph or Paragraph 41 relieves Defendant of its obligation to provide the notice required by Section IX (Force Majeure).

41. Whenever any violation of this Consent Decree or the Permit or any other event affecting Defendant's performance under this Decree or the Permit may pose an immediate threat to the public health or welfare or the environment, Defendant shall notify the Compliance Section of the Water Compliance Branch, EPA Region 2, orally (212-637-4229 and 212-637-3976) or by electronic mail (mazzucca.henry@epa.gov and lantner.murray@epa.gov) or facsimile transmission (212-637-4211) as soon as possible, but no later than 24 hours after Defendant first knew of the violation or event. This procedure is in addition to the requirements set forth in Paragraph 40.b.

42. All reports shall be submitted to the persons designated in Section XIV (Notices), unless otherwise specified in this Decree.

43. Each report submitted by Defendant under this Section shall be signed by an appropriate official and include the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

This certification requirement does not apply to emergency or similar notifications where compliance would be impractical.

44. The reporting requirements of this Consent Decree do not relieve Defendant of any reporting obligations required by the Clean Water Act or its implementing regulations, or by any other federal, Commonwealth, or local law, regulation, permit, or other requirement.

45. Any information provided pursuant to this Consent Decree may be used by the United States in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

VIII. STIPULATED PENALTIES

46. Defendant shall be liable for stipulated penalties to the United States for violations of this Consent Decree as specified below, unless excused under Section IX (Force Majeure). A violation includes failing to perform any obligation required by the terms of this Decree, including any work plan or schedule approved under this Decree, according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree.

47. Late Payment of Civil Penalty. If Defendant fails to pay the civil penalty required to be paid under Section IV (Civil Penalty) when due, a stipulated penalty of \$7,500 per Day shall accrue for each Day that the payment is late.

48. Effluent Limits. Stipulated penalties shall accrue for violations of applicable interim or final effluent limitations contained in Defendant's Permit and in Paragraph 11.a to 11.c of this Decree, as follows:

a. Violations of Daily Maximum Effluent Limitations. The following stipulated penalties shall accrue per parameter per Day for each violation of an applicable interim or final daily maximum effluent limitation:

- i. \$2,000 for the first violation of the effluent limitation for a given parameter;
- ii. \$3,000 for the second violation of the effluent limitation for the same parameter; and
- iii. \$5,000 for the third violation and each subsequent violation of the effluent limitation for the same parameter.

b. Violations of Weekly Average Effluent Limitations. The following stipulated penalties shall accrue per parameter per Week for violations of a weekly average effluent limitation:

- i. \$3,000 for the first violation of the effluent limitation for a given parameter;
- ii. \$4,000 for the second violation of the effluent limitation for the same parameter; and
- iii. \$6,000 for the third violation and each subsequent violation of the effluent limitation for the same parameter.

c. Violations of Monthly Average Effluent Limitations. The following stipulated penalties shall accrue per parameter per month for violations of a monthly average effluent limitation:

- i. \$4,000 for the first violation of the effluent limitation for a given parameter;
- ii. \$5,000 for the second violation of the effluent limitation for the same parameter; and
- iii. \$7,000 for the third violation and each subsequent violation of the effluent limitation for the same parameter.

d. Violations of Quarterly Rolling Average Effluent Limitations. A stipulated penalty of \$10,000 shall accrue for each violation, per DMR reporting period, of an applicable quarterly rolling average effluent limitation. Defendant shall calculate the quarterly rolling average on a monthly basis, using the previous 13 weekly results, pursuant to Table A-4 of the Permit. If Defendant violates an applicable quarterly rolling average effluent limitation for two or more consecutive months, a stipulated penalty of \$10,000 for the first month and \$15,000 for each consecutive month thereafter shall accrue.

49. Compliance Milestones

a. The following stipulated penalties shall accrue per violation per Day for each violation of the requirements identified in subparagraph b:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$2,000	1st through 14th Day
\$3,000	15th through 30th Day
\$5,000	31st Day and beyond

- b. The compliance milestones include:
- i. Sampling for specified parameters in accordance with the timeframe and requirements set forth in Paragraph 12.a;
 - ii. Sampling for all parameters in accordance with the timeframe and requirements set forth in Paragraph 12.b;
 - iii. Developing and submitting to EPA a Bacterial POA in accordance with the timeframe and requirements set forth in Paragraph 13.a and 13.c;
 - iv. Developing and submitting to EPA an amended Bacterial POA, if appropriate, in accordance with the timeframe and requirements set forth in Paragraph 13.d;
 - v. Submission of a Bacterial POA Completion Report in accordance with the timeframe and requirements set forth in Paragraph 13.e;
 - vi. Developing and submitting to EPA a Nitrogen POA, if appropriate, in accordance with the timeframe and requirements set forth in Paragraph 14;
 - vii. Submission of a Nitrogen POA Completion Report in accordance with the timeframe and requirements set forth in Paragraph 14.e;
 - viii. Developing and submitting to EPA Plan(s) of Action to address exceedance(s) of effluent limitations in accordance with the timeframe and requirements set forth in Paragraph 15;
 - ix. Submission of Plan of Action Completion Report(s) in accordance with the timeframe and requirements set forth in Paragraph 15.d;
 - x. Conduct and completion of the Molasses Study in accordance with the timeframe and requirements set forth in Paragraph 16.a and 16.b;

xi. Submission of annual status reports of the Molasses Study in accordance with the timeframe and requirements set forth in Paragraph 16.c;

xii. Submission of the Molasses Study Final Report in accordance with the timeframe and requirements set forth in Paragraph 16.c;

xiii. Compliance with MDLs in accordance with the timeframe and requirements set forth in Paragraph 17.a; and

xiv. Submission of certification of compliance with MDLs in accordance with the timeframe and requirements set forth in Paragraph 17.b.

50. Reporting Requirements. The following stipulated penalties shall accrue per violation per Day for each violation of the reporting requirements of Section VII (Reporting Requirements):

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$2,500	1st through 14th Day
\$5,000	15th through 30th Day
\$7,500	31st Day and beyond

51. SEP Compliance

a. Delayed Completion of SEP. If Defendant has not satisfactorily completed the SEP by the deadline set forth in Paragraph 27, stipulated penalties shall accrue for each Day for which Defendant fails to satisfactorily complete the SEP, as follows:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$1,500	1st through 14th Day
\$3,000	15th through 30th Day
\$5,000	31st Day and beyond

b. Failure to Complete SEP. If Defendant has failed to implement the SEP, or has halted or abandoned work on the SEP, or if the United States determines that the SEP shall be terminated in accordance with Paragraph 30, a stipulated penalty of \$1,150,000 shall accrue. The penalty under this subparagraph shall accrue as of the deadline for completing the SEP as provided in Paragraph 27, the date performance ceases, or the date the United States notifies Defendant pursuant to Paragraph 30 that the SEP is terminated, whichever is earlier.

c. i. If Defendant fails to comply with the milestones for implementing the SEP, identified in subparagraph c.ii, stipulated penalties shall accrue for each failure to satisfy an applicable milestone, as follows:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$1,500	1st through 14th Day
\$3,000	15th through 30th Day
\$5,000	31st Day and beyond

ii. The SEP milestones include:

(1) Submission of the proposed SEP Contract between Defendant and UMET in accordance with the timeframe and requirements set forth in Paragraph 22;

- (2) Resubmission of the SEP Contract, if necessary, in accordance with the timeframe and requirements set forth in Paragraph 25;
- (3) Transfer of the SEP Parcel to UMET, including but not limited to execution of the SEP Contract and execution and filing for recordation of appropriate documents, in accordance with the timeframe and requirements set forth in Paragraph 26;
- (4) Submission of documentation of transfer of SEP Parcel in accordance with the timeframe and requirements set forth in Paragraph 27;
- (5) Submission of written proposal regarding alternative SEP propert(ies), if necessary, in accordance with timeframe and requirements set forth in Paragraph 28;
- (6) Submission of revised SEP Contract, if necessary, in accordance with the timeframe and requirements of Paragraph 29;
- (7) Transfer of alternative SEP propert(ies) to UMET, if necessary, in accordance with the timeframe and requirements set forth in Paragraph 29; and
- (8) Submission of a SEP Completion Report in accordance with the timeframe and requirements set forth in Paragraph 33.

52. Except as provided in subparagraph 51.b, above, stipulated penalties under this Section shall begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree. If Defendant notifies the United States that it is not implementing the SEP set forth in Section VI (Supplemental Environmental Project) or is halting

or abandoning work on the SEP, or if the United States determines that the SEP shall be terminated pursuant to Paragraph 30, the stipulated penalties under Paragraph 51.a shall cease accruing, and a stipulated penalty shall accrue under Paragraph 51.b.

53. Defendant shall pay any stipulated penalty within 30 Days of receiving the United States' written demand.

54. The United States may in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due it under this Consent Decree. Defendant may, however, invoke the dispute resolution procedures set forth in Section X (Dispute Resolution) to dispute the claim of violation underlying the demand for stipulated penalties.

55. Stipulated penalties shall continue to accrue as provided in Paragraph 52, during any dispute resolution, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of EPA that is not appealed to the Court, Defendant shall pay accrued penalties determined to be owing, together with interest, to the United States within 30 Days of the effective date of the agreement or the receipt of EPA's decision or order.

b. If the dispute is appealed to the Court and the United States prevails in whole or in part, Defendant shall pay all accrued penalties determined by the Court to be owing, together with interest, within 60 Days of receiving the Court's decision or order, except as provided in subparagraph c, below.

c. If any Party appeals the District Court's decision, Defendant shall pay all accrued penalties determined to be owing, if any, together with interest, within 15 Days of receiving the final appellate court decision.

56. Obligations Prior to the Effective Date. Upon the Effective Date of this Consent Decree, the stipulated penalty provisions of this Decree shall be retroactively enforceable with regard to any and all violations set forth in Section V (Compliance Requirements) that have occurred between the Date of Lodging and the Effective Date of this Consent Decree, provided that stipulated penalties that may have accrued prior to the Effective Date may not be collected unless and until this Consent Decree is entered by the Court.

57. Defendant shall pay stipulated penalties owing to the United States in the manner set forth and with the confirmation notices required by Paragraph 9, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid.

58. If Defendant fails to pay stipulated penalties according to the terms of this Consent Decree, Defendant shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States from seeking any remedy otherwise provided by law for Defendant's failure to pay any stipulated penalties.

59. Subject to the provisions of Section XII (Effect of Settlement/Reservation of Rights), the stipulated penalties provided for in this Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the United States for Defendant's violation of this Consent Decree or applicable law. Where a violation of this Consent Decree is also a violation of the Clean Water Act, Defendant shall be allowed a credit, for any stipulated penalties paid, against any statutory penalties imposed for such violation.

IX. FORCE MAJEURE

60. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Defendant, of any entity controlled by Defendant, or of Defendant's contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Defendant's best efforts to fulfill the obligation. The requirement that Defendant exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any such event (a) as it is occurring and (b) after it has occurred to prevent or minimize any resulting delay to the greatest extent possible. "Force Majeure" does not include Defendant's financial inability to perform any obligation under this Consent Decree.

61. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, Defendant shall provide notice orally (212-637-4229 and 212-637-3976) or by electronic mail (mazzucca.henry@epa.gov and lantner.murray@epa.gov) or facsimile transmission (212-637-4211) to EPA within 72 hours of when Defendant first knew that the event might cause a delay. Within 10 Days thereafter, Defendant shall provide in writing to EPA, in accordance with Section XIV (Notices), an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Defendant's rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of Defendant, such event may cause or contribute to an endangerment to public health, welfare or

the environment. Defendant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event. Failure to comply with the above requirements shall preclude Defendant from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Defendant shall be deemed to know of any circumstance of which Defendant, any entity controlled by Defendant, or Defendant's contractors knew or should have known.

62. If EPA agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. EPA will notify Defendant in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

63. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify Defendant in writing of its decision.

64. If Defendant elects to invoke the dispute resolution procedures set forth in Section X (Dispute Resolution), it shall do so no later than 15 Days after receipt of EPA's notice under Paragraph 63. In any such proceeding, Defendant shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that "best efforts" were exercised to avoid and mitigate the effects of the delay, and that Defendant complied with the requirements of Paragraphs 60 and 61,

above. If Defendant carries this burden, the delay at issue shall be deemed not to be a violation by Defendant of the affected obligation of this Consent Decree identified to EPA and the Court.

X. DISPUTE RESOLUTION

65. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. Defendant's failure to seek resolution of a dispute under this Section shall preclude Defendant from raising any such issue as a defense to an action by the United States to enforce any obligation of Defendant arising under this Decree.

66. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when Defendant sends the United States a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 20 Days from the date the dispute arises, unless that period is modified by written agreement between the Parties. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within 20 Days after the conclusion of the informal negotiation period, Defendant invokes formal dispute resolution procedures as set forth below.

67. Formal Dispute Resolution. Defendant shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Defendant's position and any supporting documentation relied upon by Defendant.

68. The United States shall serve its Statement of Position within 45 Days of receipt of Defendant's Statement of Position. The United States' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States' Statement of Position shall be binding on Defendant, unless Defendant files a motion for judicial review of the dispute in accordance with the following Paragraph.

69. Defendant may seek judicial review of the dispute by filing with the Court and serving on the United States, in accordance with Section XIV (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within 10 Days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of Defendant's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

70. The United States shall respond to Defendant's motion within the time period allowed by the Local Rules of this Court. Defendant may file a reply memorandum, to the extent permitted by the Local Rules.

71. Standard of Review

a. Disputes Concerning Matters Accorded Record Review. An administrative record of the dispute shall be maintained by EPA and shall contain all Statements of Position, including supporting documentation, submitted pursuant to this Section. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 67 pertaining

to the adequacy or appropriateness of plans, procedures to implement plans, schedules, or any other items requiring approval by EPA under this Consent Decree; the adequacy of the performance of work undertaken pursuant to this Consent Decree; and all other disputes that are accorded review on the administrative record under applicable principles of administrative law, Defendant shall have the burden of demonstrating, based on the administrative record, that the position of the United States is arbitrary and capricious or otherwise not in accordance with law.

b. Other Disputes. Except as otherwise provided in this Consent Decree, in any other dispute brought under Paragraph 67 of this Consent Decree, Defendant shall bear the burden of demonstrating that its position complies with this Consent Decree.

72. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Defendant under this Consent Decree, unless and until final resolution of the dispute so provides. Any stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 55. If Defendant does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VIII (Stipulated Penalties).

XI. INFORMATION COLLECTION AND RETENTION

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

a. monitor the progress of activities required under this Consent Decree;

- b. verify any data or information submitted to the United States in accordance with the terms of this Consent Decree;
- c. obtain samples and, upon request, splits of any samples taken by Defendant or its representatives, contractors, or consultants;
- d. obtain documentary evidence, including photographs and similar data; and
- e. assess Defendant's compliance with this Consent Decree.

74. Upon request, Defendant shall provide EPA or its authorized representatives splits of any samples taken by Defendant. Upon request, EPA shall provide Defendant splits of any samples taken by EPA.

75. Until five years after termination of this Consent Decree, Defendant shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to Defendant's performance of its obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States, Defendant shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

76. At the conclusion of the information-retention period provided in the preceding Paragraph, Defendant shall notify the United States at least 90 Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding

Paragraph and, upon request by the United States, Defendant shall deliver any such documents, records, or other information to EPA. Defendant may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal law. If Defendant asserts such a privilege, it shall provide the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of each author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Defendant. However, no documents, records, or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on grounds of privilege.

77. Defendant may also assert that information required to be provided under this Decree is protected as Confidential Business Information ("CBI") under 40 C.F.R. Part 2. As to any information that Defendant seeks to protect as CBI, Defendant shall follow the procedures set forth in 40 C.F.R. Part 2.

78. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States pursuant to applicable federal laws, regulations, or permits, nor does it limit or affect any duty or obligation of Defendant to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

79. This Consent Decree resolves the civil claims of the United States for the violations alleged in the Complaint filed in this action through the Date of Lodging.

80. The United States reserves all legal and equitable remedies available to enforce the provisions of this Consent Decree, except as expressly stated in Paragraph 79. This Consent Decree shall not be construed to limit the rights of the United States to obtain penalties or injunctive relief under the Act or implementing regulations, or under other federal or Commonwealth laws, regulations, or permit conditions, except as expressly specified in Paragraph 79.

81. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, civil penalties, or other appropriate relief relating to the Facility, Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 79 of this Section.

82. This Consent Decree is not a permit, or a modification of any permit, under any federal, Commonwealth, or local laws or regulations. Defendant is responsible for achieving and maintaining complete compliance with all applicable federal, Commonwealth, and local laws, regulations, and permits; and Defendant's compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States does not, by its consent to the entry of this Consent Decree, warrant or aver in any manner that Defendant's compliance with any aspect of this Consent Decree will result in compliance with provisions of the Act, 33 U.S.C. § 1251 *et seq.*, or with any other provisions of federal, Commonwealth, or local laws, regulations, or permits.

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

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

XIII. COSTS

85. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties due but not paid by Defendant.

XIV. NOTICES

86. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed as follows:

To the United States:

If by mail:

Chief, Environmental Enforcement Section
Environment & Natural Resources Division
U.S. Department of Justice
Box 7611 Ben Franklin Station
Washington, D.C. 20044-7611
Re: DOJ No. 90-5-1-1-08983

If by courier or express mail:

Chief, Environmental Enforcement Section
Environment & Natural Resources Division
U.S. Department of Justice
601 D St. NW
Washington, D.C. 20004
Re: DOJ No. 90-5-1-1-08983

and

By mail or courier or express mail:

Chief, Water Compliance Branch
United States Environmental Protection Agency, Region 2
290 Broadway, 20th Floor
New York, New York 10007-1866
Re: *United States v. Bacardi Corp.*, Civ. No. _____

Chief, Water and General Law Branch
Office of Regional Counsel
United States Environmental Protection Agency, Region 2
290 Broadway, 16th Floor
New York, New York 10007
Re: *United States v. Bacardi Corp.*, Civ. No. _____

For judicial filings only:

United States Attorney
District of Puerto Rico
Federal Office Building, Rm. 101
Carlos E. Chardon Avenue
San Juan, Puerto Rico 00918

To EPA:

By mail or courier or express mail:

Chief, Water Compliance Branch
United States Environmental Protection Agency, Region 2
290 Broadway, 20th Floor
New York, New York 10007-1866
Re: *United States v. Bacardi Corp.*, Civ. No. _____

Chief, Compliance Section
Water Compliance Branch
United States Environmental Protection Agency, Region 2
290 Broadway, 20th Floor
New York, New York 10007-1866
Re: *United States v. Bacardi Corp.*, Civ. No. _____

Chief, Water and General Law Branch
Office of Regional Counsel
United States Environmental Protection Agency, Region 2
290 Broadway, 16th Floor
New York, New York 10007
Re: *United States v. Bacardi Corp.*, Civ. No. _____

To the Commonwealth of Puerto Rico:

If by mail:

Director, Water Quality Area
Environmental Quality Board
Commonwealth of Puerto Rico
P.O. Box 11488
San Juan, Puerto Rico 00910

If by courier or express mail:

Director, Water Quality Area
Environmental Quality Board
State Road 8838, Sector El Cinco
1308 Ponce de León Avenue
Río Piedras, Puerto Rico 00907

To Defendant:

Joaquin Bacardi, III
President & CEO
Bacardi Corporation

Jorge A. Marcano
Vice President Manufacturing
Bacardi Corporation

If by mail:

P.O. Box 363549
San Juan, Puerto Rico 00936-3549

If by mail:

P.O. Box 363549
San Juan, Puerto Rico 00936-3549

If by courier or express mail:

State Road No. 165, Km. 2.6
Industrial Area
Cataño, Puerto Rico 00962

If by courier or express mail:

State Road No. 165, Km. 2.6
Industrial Area
Cataño, Puerto Rico 00962

and

By mail or courier or express mail:

Frederick J. Wilson, III
General Counsel
Bacardi USA Inc.
2100 Biscayne Boulevard
Miami, Florida 33137

87. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

88. Notices submitted pursuant to this Section shall be deemed submitted upon mailing, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

XV. EFFECTIVE DATE

89. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter this Consent Decree is granted, whichever occurs first, as recorded on the Court's docket; provided, however, that Defendant hereby agrees that it shall be bound upon the Date of Lodging to comply with obligations of Defendant specified in this Consent Decree as accruing upon the Date of Lodging. In the event the United States withdraws or withholds consent to this Consent Decree before entry, or the Court declines to enter the Consent Decree, then the preceding requirement to comply with requirements of this Consent Decree upon the Date of Lodging shall terminate.

XVI. RETENTION OF JURISDICTION

90. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections X (Dispute Resolution) and XVII (Modification), or effectuating or enforcing compliance with the terms of this Decree.

XVII. MODIFICATION

91. The terms of this Consent Decree, including any attached appendices and any plans or other deliverables incorporated herein by reference, may be modified only by a

subsequent written agreement signed by all the Parties. Where the modification constitutes a material change to this Decree, it shall be effective only upon approval by the Court.

92. Any disputes concerning modification of this Decree shall be resolved pursuant to Section X (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 71, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

XVIII. TERMINATION

93. After the Date of Lodging and after Defendant has completed the requirements of Section V (Compliance Requirements), has thereafter maintained continuous substantial compliance with this Consent Decree and the Permit for a period of 1 year, has complied with all other requirements of this Consent Decree, including those relating to any SEP implemented pursuant to Section VI (Supplemental Environmental Project), and has paid the civil penalty and any accrued stipulated penalties as required by this Consent Decree, Defendant may serve upon the United States a Request for Termination, stating that Defendant has satisfied those requirements, together with all necessary supporting documentation.

94. Following receipt by the United States of Defendant's Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether Defendant has complied with the requirements for termination of this Consent Decree. If the United States agrees that this Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Decree.

95. If the United States does not agree that the Decree may be terminated, Defendant may invoke dispute resolution under Section X (Dispute Resolution). However, Defendant shall

not seek dispute resolution of any dispute regarding termination, under Paragraph 67 of Section X, until 60 Days after service of its Request for Termination.

XIX. PUBLIC PARTICIPATION

96. This Consent Decree shall be lodged with the Court for a period of not less than 30 Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding this Consent Decree disclose facts or considerations indicating that this Consent Decree is inappropriate, improper, or inadequate. Defendant consents to entry of this Consent Decree without further notice and agrees not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of this Decree, unless the United States has notified Defendant in writing that it no longer supports entry of this Decree.

XX. SIGNATORIES/SERVICE

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

98. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Defendant agrees to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

XXI. INTEGRATION

99. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Decree and supercedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. Other than deliverables that are subsequently submitted and incorporated by reference into this Decree, no other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall it be used in construing the terms of this Decree.

XXII. FINAL JUDGMENT

100. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States and Defendant.

XXIII. APPENDICES

101. The following appendix is attached to and part of this Consent Decree:

“Appendix A” is a diagram of the SEP Parcel.

Dated and entered this ____ day of _____, 2008.

Hon.
UNITED STATES DISTRICT JUDGE
District of Puerto Rico

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Bacardi Corporation*.

FOR PLAINTIFF UNITED STATES OF AMERICA:

Dated: 28 July 2008

RONALD J. TENPAS
Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice

Dated: 7/31/08

BETHANY ENGEL
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
P.O. Box 7611, Ben Franklin Station
Washington, D.C. 20044-7611
(202) 514-6892

ROSA E. RODRIGUEZ-VELEZ
United States Attorney
District of Puerto Rico

ISABEL MUÑOZ
Assistant United States Attorney
District of Puerto Rico
Federal Office Building, Rm. 101
Carlos E. Chardón Avenue
San Juan, Puerto Rico 00918
(787) 766-5656

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Bacardi Corporation*.

FOR PLAINTIFF UNITED STATES OF AMERICA:

Dated: 7/28/08

GRANTA Y. NAKAYAMA
Assistant Administrator
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
Ariel Rios Building, 2201A
1200 Pennsylvania Avenue, NW
Washington, DC 20460

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Bacardi Corporation*.

FOR PLAINTIFF UNITED STATES OF AMERICA:

Dated: 7/14/08

ERIC SCHAAF
Regional Counsel
U.S. Environmental Protection Agency, Region 2
290 Broadway, 17th Floor
New York, New York 10007-1866

Dated: 7-18-08

ALAN J. STEINBERG
Regional Administrator
U.S. Environmental Protection Agency, Region 2
290 Broadway, 26th Floor
New York, New York 10007-1866

OF COUNSEL:

EDUARDO J. GONZALEZ
Assistant Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 2
290 Broadway, 16th Floor
New York, New York 10007-1866
(212) 637-3223

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Bacardi Corporation*.

FOR DEFENDANT BACARDI CORPORATION:

Dated: 7/1/02

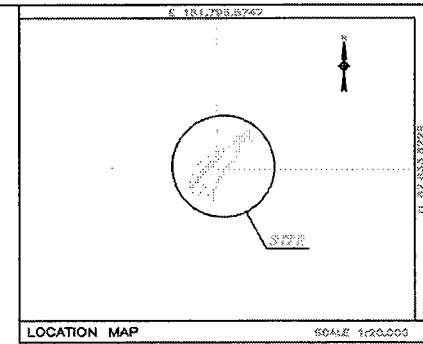
JOAQUIN BACARDI, III
President & CEO
Bacardi Corporation
P.O. Box 363549
San Juan, Puerto Rico 00936-3549

APPENDIX A

CONTROL STATIONS				
PNT.	NORTH	EAST	ELEVATION	DESCRIPTION
101	101.0000	101.0000	101.0000	101.0000
102	102.0000	102.0000	102.0000	102.0000
103	103.0000	103.0000	103.0000	103.0000
104	104.0000	104.0000	104.0000	104.0000
105	105.0000	105.0000	105.0000	105.0000
106	106.0000	106.0000	106.0000	106.0000
107	107.0000	107.0000	107.0000	107.0000
108	108.0000	108.0000	108.0000	108.0000
109	109.0000	109.0000	109.0000	109.0000
110	110.0000	110.0000	110.0000	110.0000
111	111.0000	111.0000	111.0000	111.0000
112	112.0000	112.0000	112.0000	112.0000
113	113.0000	113.0000	113.0000	113.0000
114	114.0000	114.0000	114.0000	114.0000
115	115.0000	115.0000	115.0000	115.0000
116	116.0000	116.0000	116.0000	116.0000
117	117.0000	117.0000	117.0000	117.0000
118	118.0000	118.0000	118.0000	118.0000
119	119.0000	119.0000	119.0000	119.0000
120	120.0000	120.0000	120.0000	120.0000

SUMMARY OF AREA SUBDIVISION				
DESCRIPTION	AREA	CUERDAS	%	
MAIN PARCEL	100.0000	100.00	100.00	
FUTURE LOT	10.0000	10.00	10.00	
PR-888 R.O.W.	1.7145704	0.3882	1.80	
WATER WELLS AREA	7.4474165	1.6946	7.44	
BACARDI PARCEL "A"	7.6303131	1.6946	7.63	
REMANENT	41.0075591	10.5881	38.91	

1. ACCORDING TO THE SURVEY PLAN SUBMITTED BY THE BACARDI PARCEL "A" OWNER TO THE BACARDI PARCEL "A" OWNER FOR THE YEAR 1998 AND APPROVED BY THE BACARDI PARCEL "A" OWNER FOR THE YEAR 1998.

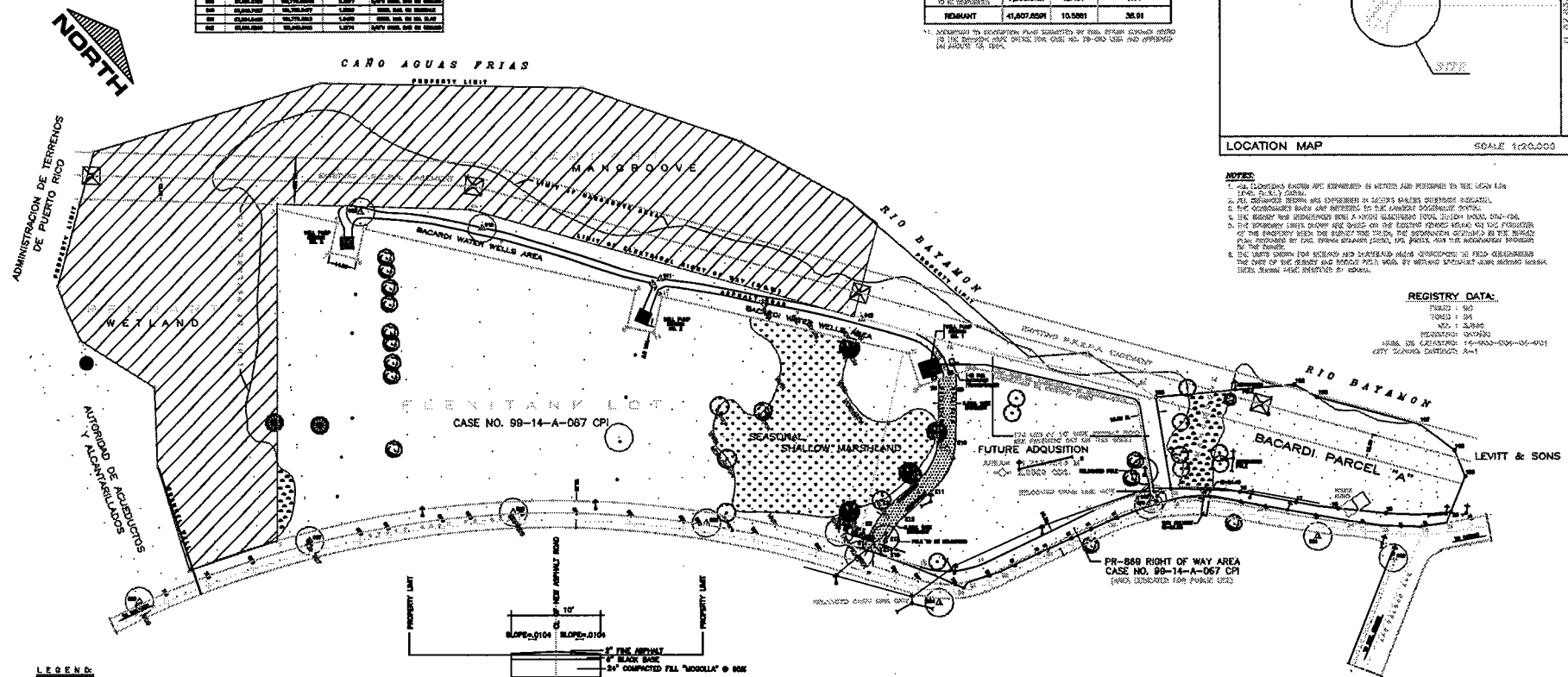


NOTES:

1. THE BACARDI PARCEL "A" IS LOCATED IN THE BACARDI PARCEL "A" AREA.
2. THE BACARDI PARCEL "A" IS LOCATED IN THE BACARDI PARCEL "A" AREA.
3. THE BACARDI PARCEL "A" IS LOCATED IN THE BACARDI PARCEL "A" AREA.
4. THE BACARDI PARCEL "A" IS LOCATED IN THE BACARDI PARCEL "A" AREA.
5. THE BACARDI PARCEL "A" IS LOCATED IN THE BACARDI PARCEL "A" AREA.
6. THE BACARDI PARCEL "A" IS LOCATED IN THE BACARDI PARCEL "A" AREA.
7. THE BACARDI PARCEL "A" IS LOCATED IN THE BACARDI PARCEL "A" AREA.
8. THE BACARDI PARCEL "A" IS LOCATED IN THE BACARDI PARCEL "A" AREA.

REGISTRY DATA:

PARCEL: 100
 TOWN: 100
 LOT: 100
 AREA: 100.0000
 DATE: 10/10/1998
 CITY: BACARDI, CUBA



LEGEND	
100.0000	100.0000
101.0000	101.0000
102.0000	102.0000
103.0000	103.0000
104.0000	104.0000
105.0000	105.0000
106.0000	106.0000
107.0000	107.0000
108.0000	108.0000
109.0000	109.0000
110.0000	110.0000
111.0000	111.0000
112.0000	112.0000
113.0000	113.0000
114.0000	114.0000
115.0000	115.0000
116.0000	116.0000
117.0000	117.0000
118.0000	118.0000
119.0000	119.0000
120.0000	120.0000

ASPHALT ROAD SECTION

PNT.	NORTH	EAST	DISTANCE	BEARING	DESCRIPTION
101	101.0000	101.0000	101.0000	101.0000	101.0000
102	102.0000	102.0000	102.0000	102.0000	102.0000
103	103.0000	103.0000	103.0000	103.0000	103.0000
104	104.0000	104.0000	104.0000	104.0000	104.0000
105	105.0000	105.0000	105.0000	105.0000	105.0000
106	106.0000	106.0000	106.0000	106.0000	106.0000
107	107.0000	107.0000	107.0000	107.0000	107.0000
108	108.0000	108.0000	108.0000	108.0000	108.0000
109	109.0000	109.0000	109.0000	109.0000	109.0000
110	110.0000	110.0000	110.0000	110.0000	110.0000
111	111.0000	111.0000	111.0000	111.0000	111.0000
112	112.0000	112.0000	112.0000	112.0000	112.0000
113	113.0000	113.0000	113.0000	113.0000	113.0000
114	114.0000	114.0000	114.0000	114.0000	114.0000
115	115.0000	115.0000	115.0000	115.0000	115.0000
116	116.0000	116.0000	116.0000	116.0000	116.0000
117	117.0000	117.0000	117.0000	117.0000	117.0000
118	118.0000	118.0000	118.0000	118.0000	118.0000
119	119.0000	119.0000	119.0000	119.0000	119.0000
120	120.0000	120.0000	120.0000	120.0000	120.0000

BACARDI PARCEL "A" BOUNDARY SURVEY DATA

PNT.	NORTH	EAST	DISTANCE	BEARING	DESCRIPTION
101	101.0000	101.0000	101.0000	101.0000	101.0000
102	102.0000	102.0000	102.0000	102.0000	102.0000
103	103.0000	103.0000	103.0000	103.0000	103.0000
104	104.0000	104.0000	104.0000	104.0000	104.0000
105	105.0000	105.0000	105.0000	105.0000	105.0000
106	106.0000	106.0000	106.0000	106.0000	106.0000
107	107.0000	107.0000	107.0000	107.0000	107.0000
108	108.0000	108.0000	108.0000	108.0000	108.0000
109	109.0000	109.0000	109.0000	109.0000	109.0000
110	110.0000	110.0000	110.0000	110.0000	110.0000
111	111.0000	111.0000	111.0000	111.0000	111.0000
112	112.0000	112.0000	112.0000	112.0000	112.0000
113	113.0000	113.0000	113.0000	113.0000	113.0000
114	114.0000	114.0000	114.0000	114.0000	114.0000
115	115.0000	115.0000	115.0000	115.0000	115.0000
116	116.0000	116.0000	116.0000	116.0000	116.0000
117	117.0000	117.0000	117.0000	117.0000	117.0000
118	118.0000	118.0000	118.0000	118.0000	118.0000
119	119.0000	119.0000	119.0000	119.0000	119.0000
120	120.0000	120.0000	120.0000	120.0000	120.0000

AREA = 7,630.3131 MTS. = 1.6946 CUERDAS

ENGINEERING & SURVEYING CONSULTANT

CLIENT NAME: BACARDI PARCEL "A"

PROJECT NO.: 100.0000

DATE: 10/10/1998

SCALE: 1:20,000

DRAWN BY: J.C.C.

CHECKED BY: J.C.C.

DATE: 10/10/1998

PROJECT NO.: 100.0000

DATE: 10/10/1998