Consent Agreement

This Consent Agreement ("Agreement") is made and entered into by the State of Utah, by and through the Utah Department of Environmental Quality ("State") acting for the State and acting as Trustee for natural resources for the State of Utah under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), and The Ensign-Bickford Company ("EBCo"), and Tyco Healthcare Group LP, Jeras Corporation, and Cytec Industries Inc. (collectively "Prior owners and operators" as fully defined in Section I below).

Whereas, the Utah Department of Environmental Quality, the CERCLA Trustee, is the entity charged with acting on behalf of the natural resources of the State and in resolving matters in which the natural resources have been damaged; and,

Whereas, the Utah Department of Environment Quality, the CERCLA Trustee, issued a Notice of Claim seeking damages for injury to, destruction of, and loss of natural resources, in particular ground water resources, under Sections 107 and 113 of CERCLA, 42 U.S.C. Sections 9607, 9613, resulting from ownership of and/or operations on the EBCo Site, as hereinafter defined; and,

Whereas, a Stipulation and Consent Order was entered into between the Utah Water Pollution Control Committee and Trojan Corporation, a former owner and operator of the EBCo Site, on August 2, 1991; and, in conformance with the Consent Order, EBCo has undertaken various investigations and studies to evaluate the magnitude and extent of ground water contamination and submitted a Corrective Action Plan (CAP) dated May 31, 2002 to the Executive Secretary of the Utah Water Quality Board ("Board"); and,

Whereas, EBCo and certain Prior Owners and Operators of the EBCo Site have, for over ten years, investigated the conditions of the site currently owned and operated by EBCo and located at the mouth of Spanish Fork Canyon in Spanish Fork, Utah (EBCo Site), as well as the Affected Area, as hereinafter defined, and made the results of these investigations available to the State and the public; and,

Whereas, the Board and EBCo have entered into an Addendum to Stipulation and Consent Order ("Addendum") that approves the CAP in accordance with the terms of the Addendum and establishes a trust fund and corporate guarantee for financial assurance that EBCo will comply with the provisions of the CAP; and,

Whereas, EBCo and certain Prior Owners and Operators, have taken and are continuing to take actions to investigate and restore the ground water resource which has included the construction and operation of three treatment plants that will be operated for the periods as identified in the CAP and these parties have expended millions of dollars to date in their investigation and remediation of the ground water including, but not limited to, the construction the treatment facilities and treating the ground water and providing the water to Mapleton City and Spanish Fork City; and,

Whereas, implementation of the CAP has resulted in and will continue to result in the restoration of the ground water in the Affected Area; and,

Whereas, the State and EBCo have undertaken extensive discussions and negotiations, and this Agreement represents a fair and reasonable settlement of the public's interest in the injured natural resource with respect to the claims of the State against EBCo and certain Prior Owners and Operators of the EBCo Site; and,

Whereas, the State, EBCo, and certain Prior Owners and Operators agree that this Agreement is in the public interest and is made in good faith, and that it is the appropriate means to resolve the matters covered herein and allows for protecting and restoring the ground water and natural resources in the Affected Area; and now,

THEREFORE, it is hereby agreed as follows:

I. Definitions

This Agreement incorporates the definitions set forth in Section 101 of CERCLA, 42 U.S.C. Section 9601. In addition, for purposes of this Agreement, the following terms shall have the following meanings:

A. "Affected Area" means the area in the southeastern portion of Utah Valley where ground water has been injured by operations at the EBCo Site, as identified in the CAP.

B. "Damage" means the amount of money sought as compensation for injury, destruction, or loss of natural resources of the State or for which the State is trustee.

C. "Injury to, destruction of, and loss of ground water", for purposes of this Agreement, means contamination caused by operations at the EBCo Site as identified in the CAP.

D. "Municipal quality water" means water that meets the primary drinking water standards of the State.

E. "conditions previously unknown to the State" as used in this Agreement means new factual information concerning injury to, destruction of, and loss of ground water that was unknown at the date of the Agreement. This term does not include information, or analyses or reanalyses of information, possessed by or available to the State, nor reasonably ascertainable to the State from existing information, as of the date of this Agreement. Information in the possession of EBCo which was not provided to the State or to which the State was not provided access is not considered information that was available to the State prior to the date of this Agreement.

F. EBCo means The Ensign-Bickford Company and all of its past or present parents, subsidiaries, or affiliated companies.

G. Jeras means the Jeras Corporation and all of its past or present parents, subsidiaries, or affiliated companies.

H. Tyco means Tyco Healthcare Group LP and all of its past or present parents, subsidiaries or affliated companies.

1 I. Cytec means Cytec Industries Inc. and all of its past or present parents, subsidiaries or affiliated companies.

J. "Prior Owners and Operators" include EBCo, Jeras, Tyco, Cytec and each of their predecessor owners and operators, and the officers and directors of same, of the EBCo site.

K. "Trustee" means the Executive Director of the Utah State Department of Environmental Quality as the State-appointed Trustee for the State's natural resources as provided in section 107 of CERCLA, 42 U.S.C. § 9607.

L. "Trust Fund" means the Natural Resource Damage Claim trust fund administered by the Trustee under this Agreement.

II. Applicability of Agreement

The provisions of this Agreement shall apply to and be binding on, and inure to the benefit of, the State and its agencies and departments, and EBCo and Prior Owners and Operators of the EBCo Site and their successors and assigns to the extent provided in this Agreement. Each undersigned representative certifies that he or she is fully authorized by the party whom he or she represents to enter into the terms and conditions of this Agreement and to execute and legally bind the party hereto.

III. Effect of Agreement

This Agreement was negotiated and executed by the parties hereto in good faith to expedite cleanup and restoration of the resource and to minimize time and expense of litigation, and the parties consider this Agreement to be a fair and equitable settlement. The execution of this Agreement is not an admission of liability, nor is it an admission of any of the factual allegations in the State's Notice of Claim, nor is it an admission of or an agreement to any disputed facts, nor is execution of this Agreement an admission of violation of any law, rule, regulation, or policy by anyone including EBCo or Prior Owners and Operators and their officers, directors, employees, or agents, nor is it an admission by anyone including EBCo or Prior Owners and Operators that the Trustee may recover damages, under the provisions of CERCLA, for injury to, destruction of or loss of natural resources.

IV. Covenant by EBCo and Payment to the Trustee

In full and complete satisfaction of the State's claim against EBCo and its successors and assigns and Prior Owners and Operators and their successors and assigns, for damage to ground

water in the Affected Area, and in further consideration of the release and covenant not to sue in Section V of this Agreement, EBCo covenants to perform the following:

A. EBCo shall comply with the Consent Order and Addendum.

B. Natural Resource Damage Claim Trust Fund

1. EBCo shall, within fifteen days following the date of this Agreement pay the Trustee in cash the sum of two million five hundred and eighty thousand dollars ($2,580,000) which the Trustee shall place in a Trust Fund to be administered by the Trustee and which shall be expended only to restore, replace, or acquire the equivalent of the ground water resources for the benefit of the public as provided by Section 107(f) of CERCLA, 42 U.S.C. § 9607(f). Allocation of the right to use surface or ground water resources by the public shall be by the Utah State Engineer pursuant to Utah water law.

2. Interest earned on monies in the Trust Fund shall remain in and be used as part of the Trust Fund.

V. Release and Covenant Not to Sue

A. Except as specifically provided in Section VI of this Agreement, the State releases and covenants not to sue EBCo and its successors and assigns and Prior Owners or Operators and their successors and assigns, regarding damages for injury to, destruction of, and loss of ground water in the Affected Area under federal law, State law, or common law including the costs of assessing such injury, destruction or loss. The State reserves the right to issue orders or seek injunctive relief under State law for further remedial action consistent with the Stipulation and Consent Order and Addendum.

B. Except to the extent EBCo or the Prior Owners and Operators later find that the State or one of its agencies directly contributed to the conditions which have caused the natural resource damage and the State or one of its agencies is thereby potentially liable under the Governmental Immunity Act of Utah, Utah Code Annotated Sections 63-30d-101 et seq. or under other laws establishing State liability, EBCo and its successor and assigns, and Prior Owners and Operators, and their successors and assigns, hereby release and covenant not to sue the State or any of its agencies or departments for 1) any claims arising prior to the date of this Agreement relating to or arising from this action for damage to ground water in the Affected Area or 2) contribution or indemnification in relation to any claims arising prior to the date of this Agreement asserted by any party against EBCo for personal injury or damage to property including water rights in connection with or in any way related to surface water or ground water in the Affected Area.

VI. Reservation of Rights

A. Notwithstanding any other provision of this Agreement, the State reserves the right to institute proceedings to recover damage for claims:

1. Based on conditions previously unknown to the State that constitute materially greater injury to, destruction of, and loss of ground water than the conditions which formed the basis for this Agreement, or

2. Arising from future actions or omissions of EBCo not in compliance with permits or federal, State or local laws, which cause further or additional injury to, destruction of, and loss of natural resources.

B. Notwithstanding any other provision of this Agreement, the State reserves the right to institute proceedings against EBCo and Prior Owners and Operators for claims not within the scope of this Agreement.

C. Notwithstanding any other provision of this Agreement, EBCo, its successors and assigns, and Prior Owners and Operators, and their successors and assigns, reserve the right to assert any defense to any action brought by the State under this reservation of rights, and to assert any defenses, cross-claims, counterclaims, or third-party claims against any party in connection with any action brought by the State under this reservation of rights.

VII. Scope of Agreement

A. This Agreement resolves all claims of the State against EBCo and its successors and assigns and Prior Owners and Operators and their successors and assigns for damages to, or arising from, ground water and/or the condition of groundwater in the Affected Area. This Agreement does not resolve any other claims, including claims of criminal liability.

B. The State does not by this Agreement, and nothing in this Agreement shall be construed to mean that the State has assumed any obligation or liability, including obligations and liabilities of EBCo and its successors and assigns and Prior Owners and Operators and their successors and assigns, if any, 1) to perform response or remedial actions under CERCLA for the Affected Area or elsewhere, or 2) for claims or causes of action by other persons. The Trustee does not assume, by receiving payment under this Agreement, any obligation or responsibility to use the Trust Fund created under this Agreement to undertake any studies or any restoration or other response or remedial action. The expenditure of the Trust Fund is in the discretion of the Trustee within the constraints of Section 107(f) of CERCLA, 42 U.S.C. § 9607(f) and as provided in this Agreement.

C. This Agreement does not resolve any responsibilities or liabilities of EBCo or its successors and assigns under the Utah Solid and Hazardous Waste Act, UCA Section 19-6-101 et seq.

D. The Agreement does not bind third parties who are not parties to this Agreement, and the Agreement does not resolve, or bar claims, if any, of third parties, including, but not limited to, claims by political subdivisions of the State for interference with the quantity or quality of their water rights; provided however that nothing in the Agreement affects EBCo's or Prior Owners and Operators rights or defenses against third parties with respect to any such claims.

VIII. Compliance with Other Laws

This Agreement shall not be construed in any way to relieve EBCo from the obligation to comply with any federal, state or local law.

IX. Contribution Protection

Except as limited by Section V, EBCo, its successors and assigns, and Prior Owners and Operators, and their successors and assigns, shall have all contribution rights and protections as are provided by Section 113(f) of CERCLA, 42 U.S.C. § 9613(f).

X. Costs

Each party hereto shall bear its own costs and attorneys' fees.

The State and EBCo, Tyco Healthcare Group LP, Jeras Corporation, and Cytec Industries Inc. enter into this Agreement this 30th day of January, 2007.

FOR THE STATE OF UTAH

By Dianne R. Nielson

Dianne R. Nielson, Trustee
Executive Director
Department of Environmental Quality

FOR ENSIGN-BICKFORD COMPANY

By M T Long

Michael T. Long
Managing Director

FOR TYCO HEALTHCARE GROUP LP

By_____

John Masterson
Vice-President

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Each party hereto shall bear its own costs and attorneys' fees.

The State and EBCo, Tyco Healthcare Group LP, Jeras Corporation, and Cytec Industries Inc. enter into this Agreement this _____day of _____, 2007.

FOR THE STATE OF UTAH

By_____
Dianne R. Nielson, Trustee
Executive Director
Department of Environmental Quality

FOR ENSIGN-BICKFORD COMPANY

By_____
Michael T. Long
Managing Director

FOR TYCO HEALTHCARE GROUP LP

By_____
John Masterson
Vice-President

FOR JERAS CORPORATION

By Richard S. Bronstein
Richard S. Bronstein
President

FOR CYTEC INDUSTRIES INC.

By_____
Roy Smith
Vice President and General Counsel

FOR JERAS CORPORATION

By_____
Richard S. Bronstein
President

FOR CYTEC INDUSTRIES INC.

By_____
Roy Smith
Vice President and General Counsel