

Final

COOPERATIVE AGREEMENT FOR SITE ENVIRONMENTAL ASSESSMENT
AND REMEDIATION

BETWEEN

THE STATE OF LOUISIANA,

DEPARTMENT OF ENVIRONMENTAL QUALITY
AND
DEPARTMENT OF AGRICULTURE AND FORESTRY

AND

T H AGRICULTURE & NUTRITION COMPANY, INC.

AND

HARCROS CHEMICALS INC

IN THE MATTER OF

THE 7700 EARHART BOULEVARD SITE
NEW ORLEANS, LOUISIANA

IA-XX-96-0009

I. PARTIES

The Inactive and Abandoned Sites Division of the Louisiana Department of Environmental Quality (hereinafter "LDEQ") and the Louisiana Department of Agriculture and Forestry (hereinafter "LDAF") and T H Agriculture & Nutrition Company, Inc. and Harcros Chemicals Inc (hereinafter "Respondents") who by the signature of their duly authorized agents, agree to the terms of this Agreement.

II. SITE LOCATION

The 7700 Earhart Boulevard Site (hereinafter "site") is located in Orleans Parish at 7700 Earhart Boulevard and bounded by Colapissa, Pine and Burdette Streets in the city of New Orleans, Louisiana. For the purpose of this Agreement, the site also consists of all contaminated soils, debris and other media in all public right-of-ways and servitudes contiguous with or adjacent to or within the north side of Forshey Street, the west side of

Burdette Street, the south side of Fig Street and the east side of Pine Street.

III. SITE BACKGROUND

The site was operated as a dry chemical formulation facility since the 1940's. Liquid formulation of agricultural chemicals began during the 1950's with the addition of storage vessels and mixing kettles. Agricultural chemical production increased throughout the 1960's but declined dramatically by the mid 1970's and was discontinued by 1977. The site was subsequently operated as a chemical warehouse and distribution center for industrial, pest control and dry cleaning chemical chemicals.

A Compliance Order was issued by the LDEQ on March 3, 1988 to Thompson-Hayward Chemical Company for the discharge of tetrachloroethane, trichloroethane, 1,1,1-Trichloroethane and t-1,2-Dichloroethene into the storm sewer system. An Environmental Site Assessment was conducted and a report was submitted by the Respondents on August 9, 1988 which summarized the investigations at the site.

On October 19, 1988, a Corrective Action Plan was submitted by the Respondents to the LDEQ for the site which addressed corrective action alternatives for surface water runoff discharging into the New Orleans Sewerage and Water Board system from facility structures and onsite surface soils.

On November 3, 1988, the LDEQ and the LDAF jointly issued a Compliance Order to the Respondents to submit additional closure plan information to address the following: tank removal; recovery well construction and operation; disposal and treatment methods; waste storage and transportation methods; contingency and personnel training plans and remedial action for subsurface, surface/grade and above grade contamination. A groundwater quality assessment program was also ordered.

On May 8, 1989, the LDEQ and the LDAF issued a joint Compliance Order, superseding the November 3, 1988 Compliance Order, to the Respondents to implement a Remedial Action Plan (RAP) and a Groundwater Quality Assessment Plan (GQAP) as submitted by the Respondents dated March, 2, 1989.

The Respondents submitted a Remedial Activities Report in May, 1990 describing the excavation and disposal of contaminated soils and the delineation of remaining contamination at the site. The Respondents submitted a Phase I Groundwater Quality Assessment report in April, 1990.

A Phase II Groundwater Quality Assessment Work Plan was submitted to the LDEQ, approved in 1992, and subsequently implemented. A report on the Phase II Groundwater Quality Assessment was received by the LDEQ in February, 1994.

The U.S. Environmental Protection Agency (EPA) completed a Preliminary Assessment related to the site on August 21, 1990. A Site Inspection was performed by the EPA the week of February 4, and the EPA performed an Expanded Site Inspection the month of October, 1994. The month of August, 1995 the EPA performed additional shallow soil samples. The scope of the EPA's efforts related to the site were confined to off-site surficial soils. The EPA released a Risk Assessment Report in April, 1996 identifying risks associated with off-site surficial soil contamination.

IV. AUTHORITY

This Agreement is entered into pursuant to the authority vested in LDEQ and LDAF under provisions of the "Louisiana Environmental Quality Act", LSA-R.S. 30:2001, et seq. and the "Louisiana Pesticide Law," LSA-R.S. 3:3201 et seq.; LSA-R.S. 3:3271 et seq.; and LSA-R.S. 3:3361 et seq. All of the activities conducted pursuant to this Agreement are subject to acceptance by LDEQ and LDAF.

V. OBJECTIVES

In entering into this Agreement, the mutual objectives of LDEQ, LDAF and Respondents are to complete an investigation, risk assessment, and remedial action of contaminated soils, debris and other media associated with the "site", as described in Section II of this Agreement, that contain chemical constituents above risk based remedial action levels. All work performed by Respondents pursuant to the May 8, 1989 joint LDEQ and LDAF Compliance Order, as referenced in Section III, is hereby deemed accepted; such Compliance Order is superseded by this Agreement.

VI. WORK TO BE PERFORMED

It is hereby AGREED the Respondents shall perform the following work:

- A) Within ninety (90) days from the signing of this Cooperative Agreement, prepare and submit a Sampling Plan for LDEQ review and approval.

The Sampling Plan shall identify and justify the number of samples and sample locations required to fill all data gaps identified from previous investigations. After approval and implementation

of the Sampling Plan, a Sampling Report shall be submitted to the LDEQ and LDAF for review and approval.

- B) Within ninety (90) days from approval of the Sampling Report, prepare and submit a Risk Assessment for LDEQ review and approval.

This Risk Assessment shall identify and characterize the current and potential threats to human health and the environment from contamination at the site. The Risk Assessment shall utilize the most current publication of the EPA Risk Assessment Guidance for Superfund: Volumes I and II for purposes of developing remedial action levels at the site. In preparing the Risk Assessment (as well as the Feasibility Study and the Remedial Design), Respondents may incorporate the data, work, and findings found in any prior reports prepared by or on behalf of Respondents in connection with the site, as appropriate, to the extent such reports have been approved or accepted either by the LDEQ or the EPA.

The Risk Assessment shall, as a minimum, consist of the following:

- 1) Identification of Chemicals of Concern at the site;
- 2) The nature and extent of contaminants in various media at the site;
- 3) Identification of exposure pathways;
- 4) Identification of potential receptors;
- 5) Toxicity Assessment;
- 6) Risk Characterization;
- 7) Data usability;
- 8) Current and Future land use; and
- 9) Identification of Preliminary Remedial Action Levels.

- C) Within ninety (90) days after approval of the Risk Assessment and Preliminary Remedial Action Levels (which upon LDEQ approval shall be considered Final Remedial Action Levels), prepare and submit a

Feasibility Study (FS) identifying, evaluating, and recommending remedial alternatives. In identifying remedial alternatives, consideration should be given to the potential impacts to the surrounding community during implementation of the remedial action, such as air emissions and access to the site and immediate area.

D) Within ninety (90) days after approval of the Feasibility Study, prepare and submit a Remedial Design. The Remedial Design shall include a Remedial Project Plan which shall include:

- 1) A Work Plan, including:
 - a) a general description of the work to be performed and a summary of the engineering design criteria;
 - b) maps showing the general location of the site and the existing conditions of the facility;
 - c) a description of any required permits and approvals;
 - d) detailed plans and procedural material specifications necessary for the construction of the remedy;
 - e) specific quality control tests to be performed to document the construction;
 - f) start-up procedures and criteria to demonstrate the remedy is prepared for routine operation; and
 - h) additional information to address federal, state and local regulations;
- 2) a Sampling and Analysis Plan;
- 3) a Quality Assurance/Quality Control Plan;
- 4) a site specific Health and Safety Plan;
- 5) a project implementation schedule;
- 6) An Air Quality Monitoring Plan consisting of Real Time Air Monitoring during remediation and perimeter air sampling and analysis; and,

- 7) other information required at the discretion of the LDEQ. The LDEQ may allow information to be incorporated by reference to avoid unnecessary duplication.
- E) Within ninety (90) days after approval of the Remedial Design, begin implementation of the Remedial Design.

VII. QUALIFIED PROFESSIONALS

All work performed pursuant to this Agreement shall be under the direction and supervision of a professional with expertise in environmental investigation, risk evaluation and/or remediation, whose selection is subject to approval by the LDEQ. Prior to the initiation of any work under this AGREEMENT, Respondents shall notify the LDEQ in writing regarding the name, title, and qualifications of such professionals and any contractors and/or principal subcontractors to be used in carrying out the terms of this AGREEMENT.

VIII. DESIGNATED PROJECT MANAGERS

LDEQ and the Respondents shall each designate a Project Manager (PM). Respondents will notify LDEQ in writing if Respondents change their PM. The LDEQ shall notify Respondents in writing if the LDEQ changes its PM. Each PM shall be responsible for overseeing the implementation of this AGREEMENT. To the maximum extent possible, communications between the Respondents and the LDEQ including all documents, work plans, reports, and correspondence, shall be directed through the PM's, as appropriate.

The responsibility of the LDEQ PM or his representative will be to observe and review all aspects of the work, to ensure that all work is performed in accordance with the Plan(s) and this AGREEMENT, and to enforce compliance with the provisions of the Louisiana Environmental Quality Act (LSA R.S. 30:2001 et seq.), and all applicable regulations.

The LDEQ PM shall have the authority to halt, conduct, or direct any tasks required by this AGREEMENT and/or any response actions or portions thereof when conditions present an immediate risk to public health or welfare or the environment. To the maximum extent feasible, the LDEQ shall allow Respondents to take any response action required pursuant to this clause.

The absence of the LDEQ PM or his representative from the site shall not be cause for the stoppage of work.

IX. MINIMUM REQUIREMENTS FOR WORK PLAN(S)

- A. Each work plan shall include all aspects of the specific project. Standard operating procedures should be referenced and not duplicated in the work plan(s). The work plan(s) shall provide: a site background summary; a scope and description of the project; objectives and end products; an outline of the overall technical approach and details on methodology; corresponding personnel requirements, an organizational chart; project/activity schedule(s) and milestone chart; deliverables/submittals and their due dates; and any and all other requirements of this COOPERATIVE AGREEMENT. Procedures for protecting third parties, such as visitors or the surrounding community, must also be provided.
- B. The sampling and analysis plan shall specify all activities necessary to obtain all data to support the remedial action(s). The sampling and analysis section of the work plan(s) shall clearly state sampling objectives; necessary equipment; sample types, locations, and frequency; analyses of interest; and a schedule stating when events will take place and when deliverables will be submitted.
- C. The site health and safety plan shall establish the work practices necessary for the protection of personnel and property during implementation of all site work. As appropriate, air monitoring will be conducted at the site during remedial action. The plan must provide a site background discussion and describe personnel responsibilities, protective equipment, health and safety procedures and protocols, decontamination procedures, personnel training, and type and extent of medical surveillance. The plan must identify problems or hazards that may be encountered and how they are to be addressed.

X. LDEQ COMMENTING ON WORKPLAN(S) AND REPORTS

The LDEQ shall review and comment on all work plan(s) and reports, except progress reports, produced by the Respondents. The LDEQ shall notify Respondents in writing of the LDEQ's comments on these documents or any part thereof. In the event that LDEQ'S comments require revision, the LDEQ shall specify in writing the deficiencies. Within thirty (30) calendar days of receipt of such comments, Respondents shall either amend and submit to LDEQ revised work plan(s)/reports or notify the LDEQ of the reasons for not adopting the LDEQ'S revisions. The LDEQ shall review and accept or reject all revised workplan(s) and reports produced by the Respondents. In the event Respondents do not make the revisions requested by the LDEQ, the LDEQ may issue a preliminary notice of non acceptance. This notice shall trigger a period of twenty (20) day within which the parties shall attempt to resolve the

issues raised in the preliminary notice of nonacceptance. If the issues are not resolved within this twenty (20) day period, the LDEQ may issue a final notice of nonacceptance.

The time periods for action provided in Section VI, Section X, and Section XV may be extended by mutual consent of the LDEQ and the Respondents.

XI. QA/QC AND DATA VALIDATION/EVALUATION

- A. All laboratory analyses conducted pursuant to this Agreement, and associated Quality Assurance/Quality Control (QA/QC), shall be performed in accordance with the Draft Proposed Louisiana Department of Environmental Quality Risk Based Corrective Action Program, March 14, 1997 (specifically Sections 2.4 and 2.5). Anything contained in this Agreement to the contrary notwithstanding, the LDEQ acknowledges that existing data obtained from previous investigations undertaken by or on behalf of the Respondents and/or by or on behalf of governmental agencies related to the site and/or surrounding areas, which investigations were performed at the request of or under the supervision of the LDEQ or the EPA, are of sufficient quality for the Respondents to use for the work and evaluations to be performed in this Agreement.
- B. Respondents will develop a data management system including field logs, sample management and tracking procedures, and document control and inventory procedures for both laboratory data and field measurements to ensure that the collected data are of adequate quality and quantity.
- C. Respondents will ensure that collected data used in making final determinations on the horizontal and vertical extent of contamination, risk-based remedial action levels, and the final extent of any appropriate waste removal have been validated at the appropriate field or laboratory QC level to assure that it is appropriate for its intended use. Validation shall include procedures to assess data precision, representativeness, comparability, accuracy, and completeness of specific measurement parameters. These QA/QC measures will not be necessary for screening data used for the purpose of determining sample locations at the extent of contamination, or to determine the extent of excavation, if necessary.

XII. SAMPLING/ANALYSIS ACCESS AND DATA/DOCUMENT AVAILABILITY

- A. Respondents shall make available to the LDEQ the results of all sampling and/or tests or other data generated by Respondents pursuant to the implementation of this AGREEMENT.

- B. LDEQ shall make available to Respondents the results of sampling and/or tests or other data generated by LDEQ.
- C. Respondents shall notify LDEQ not less than five (5) working days in advance of any planned sample collection activity and as soon as possible of any unplanned or emergency sample collection activity. At the request of LDEQ, Respondents shall allow split or duplicate samples to be taken by LDEQ and/or its authorized representatives of any samples collected by Respondents, or on Respondents' behalf, pursuant to the implementation of this AGREEMENT.
- D. LDEQ shall notify Respondents not less than five (5) working days in advance of any planned sample collection activity and as soon as possible of any unplanned or emergency sample collection activity. At the request of Respondents, LDEQ shall allow split or duplicate samples to be taken by Respondents of any samples collected by LDEQ during the performance of the work associated with this AGREEMENT.
- E. In the company of the appropriate representative of the Respondents, the LDEQ and/or any LDEQ authorized representative shall have the authority to enter and freely move about on all or any portion of the site at all times for any purposes, which include but are not limited to: inspecting records and operating logs related to the site; reviewing the progress of Respondents in carrying out the terms of this AGREEMENT; conducting such tests as the LDEQ or the Project Manager deem necessary; using camera, sound recording, or other documentary type equipment; and verifying the data submitted to LDEQ by Respondents. Respondents shall permit such persons to inspect and copy all nonconfidential records, files, photographs, documents and other writings, including all sampling and monitoring data, in any way pertaining to work undertaken pursuant to this AGREEMENT. All parties with access to the site pursuant to this paragraph shall comply with the accepted health and safety plan.

XIII. SITE ACCESS

Respondents shall notify the LDEQ at least five (5) working days prior to the initiation of any field work. Further, Respondents shall grant the LDEQ open access to the site and provide the LDEQ with an opportunity to observe all field work.

If any access agreements are necessary for the implementation of this Agreement, Respondents shall use Respondents' best efforts to obtain such access agreements as soon as practicable, with the assistance of the LDEQ, if necessary. Such agreements shall provide access by the LDEQ or its authorized representatives to the land subject to the agreements. Failure by Respondents to obtain

access agreements, after use of such reasonable efforts, does not constitute a breach of this AGREEMENT. Work at the site will be delayed until access to the necessary work area is obtained. However, all other work not directly affected thereby shall proceed according to the agreed upon schedule.

XIV. CHANGING SITE CONDITIONS

If conditions at the site change during performance of the work specified under this AGREEMENT, the LDEQ and/or Respondents may determine that further investigation or remedial action is necessary. The party making such determination shall notify the other party in writing within five (5) working days of the determination. Within thirty (30) calendar days of receipt of this notice, each party will notify the other as to whether or not these modifications should be allowed in this AGREEMENT. Upon written agreement of the parties hereto, this AGREEMENT may be modified as necessary to address such further work. If both parties do not agree to the inclusion of these tasks, the parties shall proceed in accordance with the "Dispute Resolution" provisions in Section XXI.

XV. ACTIVITY SCHEDULE

All activities shall be implemented according to schedules agreed upon by the LDEQ and Respondents. Schedules shall be delineated in the work plan(s) and shall, as a minimum, include a time line bar-chart, supplemented with text to briefly describe each task and sub task.

XVI. PUBLIC PARTICIPATION

The LDEQ will be in charge of community relations. As requested by the LDEQ, Respondents will assist the LDEQ in establishing and maintaining an Information Repository at the Broad Street Public Library at Broad Street during the time this AGREEMENT is in effect. The repository contents shall consist of the following:

- Bound Documents - reports, work plans
- Legal Documents - orders, cooperative agreements
- Correspondence as follows:
 - concerning bound documents - agency comments
 - concerning legal documents
 - monthly/quarterly update letters or progress reports
 - interagency letters - EPA, health department
- Community relations information:
 - fact sheets
 - transcripts of public meetings

public meeting notices
letters to officials
Draft Documents (only if available for public comment).

Memoranda to file, draft documents not open to public comment, negotiation correspondence, news articles, field notes, pictures, meeting notes and inter-office memos are not required to be placed in the repository.

All reasonable and necessary costs incurred by LDEQ concerning community relations shall be reimbursed by Respondents.

XVII. FORCE MAJEURE

- A. Respondents shall be excused from performing the activities called for in the work plans, within the time limits and in the manner specified in the schedules included in the work plans, if such performance is prevented or delayed by circumstances which constitute Force Majeure. For purposes of this AGREEMENT, Force Majeure is any circumstance including weather, acts of God, acts of War, labor disputes to the extent that such disputes are part of and connected with an area-wide labor dispute and not site specific, fire, severe flood, severe windstorm, adverse weather conditions not reasonably anticipated, riot, explosion, sabotage, unavoidable accidents or casualties, the inability to obtain raw material, equipment or transportation, loss of any necessary utility, and other circumstances arising from causes beyond the Respondents' reasonable control (or of any entity controlled by Respondents, including its contractors and subcontractors) despite Respondents' due diligence and good faith efforts. Force Majeure also includes delays attributable to orders from governmental agencies or the compliance with any orders or requests from any governmental authority; provided, however, that Respondents have cooperated diligently in dealings with and fulfilling the requests of governmental agencies. In an event of Force Majeure, the time for performance of any activity delayed by the Force Majeure shall be extended for the time period of the delay attributable to the event of Force Majeure and the time for performance of any activity dependent upon the delayed activity shall be similarly extended.
- B. Respondents shall notify LDEQ in writing as soon as reasonably possible but no later than fifteen (15) days after Respondents become aware of a circumstance which may delay or prevent (or has delayed or prevented) performance of any activity under this AGREEMENT or approved work plans. The notice shall state the cause and anticipated length of the delay, the measures taken by the Respondents to prevent or minimize the delay, and

a timetable outlining when such measures were or will be taken.

XVIII. PROGRESS REPORTS

The Respondents shall provide written reports to the LDEQ and LDAF according to the schedule contained in the plan(s). At a minimum, these reports shall: (1) describe all data gathering and planning; (2) contain a status report on all field activities; and (3) include all results from sampling and analysis, and all other data received by Respondents pertinent to any work performed at the site.

XIX. RECORD PRESERVATION

LDEQ and Respondents agree that LDEQ and Respondents shall preserve, despite any document retention policy to the contrary, all records and documents in their possession or in the possession of their divisions, employees, agents, or contractors which are pertinent in any way to work undertaken pursuant to this AGREEMENT at the site.

One copy of these documents shall be retained during the course of implementing the work under this AGREEMENT and for a minimum of three (3) years after this project has been completed. After this three (3) year period, Respondents shall make available to LDEQ such records or copies of such records except those which are attorney work-product or subject to the attorney-client privilege.

XX. OFFICIAL ADDRESSES OF THE PARTIES

Correspondence (including acceptance letters, non acceptance letters, etc.) and other documents to be submitted pursuant to this AGREEMENT (including work plan[s] and report[s]) shall be sent to the following addresses or to such other addresses as Respondents or LDEQ hereafter may designate in writing:

A. Department of Environmental Quality:
Mr. Glenn Miller, Administrator
Inactive and Abandoned Sites Division
Department of Environmental Quality
P.O. Box 82282
Baton Rouge, Louisiana 70884-2282
Facsimile (504) 765-0484

Department of Agriculture and Forestry
Mr. Larry LeJuene, Assistant Director
Pesticides and Environmental Programs
P.O. Box 3596
Baton Rouge, LA 70821-3596

NOTE: All work plans and reports shall be submitted in quintuplicate to the LDEQ and duplicate to LDAF.

B. ON BEHALF OF RESPONDENTS:
T H Agriculture & Nutrition Company, Inc.
c/o Mr. Robert Wells
15313 W. 95th Street
Lenexa, Kansas 66219

Harcros Chemicals Inc
c/o Mr. Robert W. Chaney
5200 Speaker Road
Kansas City, KS 66106

XXI. DISPUTE RESOLUTION

If Respondents object to any LDEQ written notice of non-acceptance or decision made pursuant to this AGREEMENT, Respondents shall notify the LDEQ in writing of Respondents' objection within ten (10) calendar days of receipt of such notice or decision. LDEQ and Respondents shall then have an additional thirty (30) calendar days from the receipt by LDEQ of the notification of objection to reach agreement. If agreement cannot be reached on any issue within this thirty (30) calendar day period, LDEQ shall provide a written statement of its decision by certified mail to Respondents within ten (10) calendar days of the expiration of the period to reach agreement.

If Respondents object to LDEQ's decision, Respondents shall notify LDEQ in writing within twenty (20) calendar days after receipt of LDEQ's written statement of its decision, exclusive of date of receipt, of Respondents' objections and request for a hearing with the Secretary of LDEQ, which request the LDEQ Secretary shall grant. The issues raised in the request shall be resolved by an adjudicatory hearing before a hearing officer. The Secretary's final decision or order after this hearing is Final Agency Action for the purpose of judicial review. In the event Respondents fail to object to a LDEQ written notice of non acceptance or decision made pursuant to this AGREEMENT, Respondents will be bound by such written notice of non acceptance or decision.

If the dispute resolution process is invoked with respect to a particular matter, all other work not directly affected thereby shall proceed according to the agreed upon schedule.

XXII. COVENANT NOT TO SUE

From the time of the effective date of this AGREEMENT, LDEQ shall not institute suit or otherwise pursue claims relating to this AGREEMENT against Respondents unless there is a failure by Respondents to comply with this AGREEMENT or approved plan(s) after

notice by LDEQ of such noncompliance and failure by Respondents to correct such noncompliance. If there is a failure to comply with the plan(s), LDEQ may take any action specified in Section XXIII (Reservation of Rights).

Nothing herein shall preclude the parties from pursuing their rights and remedies under Section XXI (Dispute Resolution) or Section XXIII (Reservation of Rights) herein.

XXIII. RESERVATION OF RIGHTS

Notwithstanding compliance with the terms of this AGREEMENT, Respondents are not released from liability, if any, for any matters outside the scope of this AGREEMENT.

LDEQ and LDAF reserve the right to take any action or pursue any available remedy pursuant to any legal authority, including the right to seek compliance, injunctive relief, monetary penalties, and punitive damages for any breach of law, regulations, or this AGREEMENT.

Except as expressly provided in Section XXI (Covenant Not To Sue) of this AGREEMENT, Respondents and LDEQ expressly reserve all rights and defenses that they may have, including LDEQ's right both to not accept work performed by Respondents and to request that Respondents perform tasks in addition to those detailed in the work plan(s).

In the event that Respondents decline to perform any reasonable request to perform additional and/or modified tasks, including but not limited to those developed pursuant to Section VI (Work To Be Performed), LDEQ reserves the right to undertake any such additional and/or modified task and to seek from Respondents or other responsible parties recovery and/or reimbursement for any costs or expenses incurred in undertaking any such additional and/or modified tasks and any damages, including treble damages, allowed by law.

Respondents reserve all rights that they have to assert claims against persons or entities for matters arising out of the site or their operation and ownership, including, but not limited to, claims for breach of contract, indemnity, contribution, nuisance and claims under federal, state and local laws.

XXIV. NO ADMISSION OF LIABILITY

Neither anything contained herein nor participation in this process shall constitute an admission of liability or the violation of any statute, regulation, ordinance or law or responsibility for any activities regarding this site. Neither this AGREEMENT nor the fact of participation of any party in this process shall be admitted

as evidence of any admission or as a declaration against interest by Respondents in any proceeding. This AGREEMENT may be admitted as evidence of its terms in any proceeding instituted by the parties.

XXV. REIMBURSEMENT OF OVERSIGHT COSTS

Respondents shall bear reasonable and necessary costs, both past and ongoing, incurred by LDEQ in connection with this AGREEMENT. Past costs incurred through December, 31, 1996 total twelve thousand four hundred seventy dollars and ninety cents (\$12,470.90) (see attached cost summary). LDEQ may employ, arrange for, or contract with a qualified person to perform oversight tasks. Such qualified person shall keep accurate books and accounts of oversight costs. Such books and accounts may be audited by Respondents.

Annually from the date of this signed AGREEMENT, LDEQ shall submit to Respondents an accounting of oversight costs incurred by LDEQ with respect to this Agreement. If Respondents disagree with this accounting on the basis that costs incurred by LDEQ are not reasonable, not necessary or excessive then Respondents may invoke the Dispute Resolution section of this AGREEMENT. Respondents shall, within thirty (30) calendar days of receipt of invoice, unless Respondents have invoked Dispute Resolution before this 30 day period has passed, remit a check for the amount of those costs made payable to the LDEQ. Checks shall specifically reference the site and invoice number and be mailed to the LDEQ Fiscal Services Division as follows:

Superfund Account
Fiscal Services Division
Office of Management and Finance
Department of Environmental Quality
P. O. Box 82231
Baton Rouge, LA 70884-2231

A copy of this transmittal shall be mailed to the LDEQ Inactive and Abandoned Sites Division as follows:

Cost Recovery
Inactive and Abandoned Sites Division
Office of Waste Services
Department of Environmental Quality
Post Office Box 82178
Baton Rouge, Louisiana 70884-2178

LDEQ reserves the right to bring an action against any responsible party other than Respondents pursuant to LSA-R.S. 30:2271 et seq. and the Comprehensive Environmental Response

Compensation and Liability Act (CERCLA) for recovery of any costs incurred by LDEQ related to this AGREEMENT and not reimbursed by the Respondents. LDEQ reserves the right to bring any action against any potentially responsible party other than Respondents party pursuant to LSA-R.S. 30:2271 et seq. and CERCLA for recovery of any other past and future costs incurred by LDEQ in connection with activities conducted pursuant to state law or CERCLA at this site.

XXVI. OTHER CLAIMS

Nothing in this AGREEMENT shall constitute or be construed as a release of or from any claim, cause of action or demand in law or equity against any person, firm, partnership or corporation not a signatory to this AGREEMENT for any liability it may have arising out of or related in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken from the site.

XXVII. OTHER APPLICABLE LAWS

All actions required to be taken pursuant to this AGREEMENT shall be undertaken in accordance with requirements of all applicable local, state, and federal laws and regulations unless an exemption from such requirements is specifically provided in this AGREEMENT. Notwithstanding the foregoing, this AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Louisiana.

XXVIII. INDEMNIFICATION OF THE STATE OF LOUISIANA

Respondents agree to indemnify, save and hold the State of Louisiana, its agencies, departments, agents and employees, harmless from any and all claims or causes of action arising from or on account of acts or omissions of Respondents, their officers, employees, receivers, trustees, agents or assigns, in carrying out the activities and performing work at the site pursuant to this AGREEMENT. This indemnity does not extend to the liability, if any, of the State or any agency, department, officers, employees, agents, institution or political subdivision thereof as a generator or otherwise under LSA- R.S. 30:2271 et seq. or any other federal or state law prior to the effective date of this AGREEMENT. This indemnity does not extend to claims or causes of action arising from or on account of acts or omissions of LDEQ, its employees, or contractors, performing work at the site.

XXIX. EFFECTIVE DATE AND SUBSEQUENT NOTIFICATION

The effective date of this AGREEMENT shall be the date on which the Assistant Secretary, Office of Legal Affairs and Enforcement, of LDEQ notifies Respondents that the AGREEMENT should remain effective in its present form.

This AGREEMENT may only be amended by mutual agreement of LDEQ, LDAF, and the Respondents. Such amendments shall be in writing and shall have as the effective date, that date on which such amendments are signed by the Assistant Secretary, Office of Legal Affairs and Enforcement, of LDEQ and the Commissioner of LDAF.

No informal advice, guidance, suggestions, or comments by LDEQ regarding reports, plans, specifications, schedules, and any other writing submitted by Respondents will be construed as relieving Respondents of their obligations to obtain such formal acceptance as may be required by this Agreement. Approval of work by the LDEQ shall be considered approval by the LDEQ and LDAF. Further, for purposes of this AGREEMENT, approval by LDEQ of reports, plans, specifications, schedules, and any other writing submitted by Respondents will be considered approval by LDAF.

Any reports, plans, specifications, schedules and attachments required by this AGREEMENT are, upon acceptance by LDEQ, incorporated into this AGREEMENT.

XXX. TERMINATION AND SATISFACTION

The provisions of this AGREEMENT shall be deemed satisfied and this AGREEMENT terminated upon Respondents's receipt of written notice from LDEQ, and concurrence of the LDAF, that Respondents have demonstrated to the satisfaction of LDEQ and LDAF, that all of the terms of this AGREEMENT, including any additional tasks which Respondents have agreed to be necessary, have been completed. LDEQ and LDAF may issue an appropriate written notice of satisfaction and termination of this AGREEMENT no later than sixty (60) calendar days after completion of all items under this AGREEMENT. Anything contained in this AGREEMENT to the contrary notwithstanding, this AGREEMENT shall terminate automatically upon EPA's final listing of the "site" (as defined in Section II) on the National Priorities List (as found in Appendix B to 40 CFR Part 300).

XXXI. PARTIES BOUND

Any person's signature below shall constitute an agreement by that person, or as agent for a principal, to be bound by the terms and conditions of this AGREEMENT. Any person may, before or after the effective date of this AGREEMENT, agree to be bound by this AGREEMENT.

This AGREEMENT shall apply to and be binding upon Respondents and LDEQ and LDAF, their agents, successors and assigns and upon all persons, contractors, and consultants acting under or for either Respondents, LDEQ or LDAF.

The Respondents shall provide a copy of this AGREEMENT to all contractors, subcontractors, laboratories, and consultants retained to conduct any portion of the work performed pursuant to this AGREEMENT.

IT IS SO AGREED:

BY: *J. Dale Givens*
J. Dale Givens
Secretary
Department of Environmental Quality

Date

WITNESSES:

Marian Mergent
Donna H. Britz

SWORN TO AND SUBSCRIBED, before me, the undersigned Notary Public,
on the 2nd day of December, 1997.

J. Blount
Notary Public

BY: *Bob Odom*
Bob Odom
Commissioner
Louisiana Department of Agriculture and Forestry

Date

WITNESSES:

Allen Blench
Kiya Bensch

SWORN TO AND SUBSCRIBED, before me, the undersigned Notary Public,
on the 6th day of November, 1997.

[Signature]
Notary Public

T H Agriculture & Nutrition Company, Inc.

By: Robert J. Wells

Title: Vice President, Manager of Finance and Operations

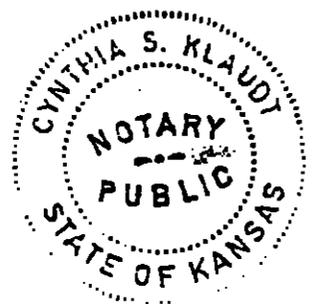
Date: October 21, 1997

WITNESSES:
[Signature]
[Signature]

SWORN TO AND SUBSCRIBED, before me, the undersigned Notary Public, on the
21st day of October, 1997.

Cynthia S. Klaudt
Notary Public

My appointment expires April 10, 2001.



Harcros Chemicals, Inc

By:

Robert W. Chaney

Title: Manager, Regulatory Affairs

Date:

10/23/97

WITNESSES:

[Signature]
[Signature]

SWORN TO AND SUBSCRIBED, before me, the undersigned Notary Public, on the
23rd day of October, 1997.

Cynthia S. Klaudt
Notary Public

My appointment expires April 10, 2001.

