EXHIBIT
A

ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:	)	
	)	
CEDAR CHEMICAL CORPORATION SITE	)	
HIGHWAY 242 SOUTH	)	
HELENA-WEST HELENA, ARKANSAS	)	LIS NO.

FILED
At 2:20 O'Clock M
MAR 26 2007
LAWELL PHILLIPS D.C.
By

CONSENT ADMINISTRATIVE ORDER

I. Introduction

1. This Consent Administrative Order ("CAO") is entered between the Arkansas Department of Environmental Quality ("ADEQ") and Ansul, Incorporated, formerly known as Wormald US, Inc., Helena Chemical Company, and ExxonMobil Chemical Co., a division of Exxon Mobil Corporation (the "Respondents"), pursuant to the authority of the Arkansas Remedial Action Trust Fund Act ("RATFA"), A.C.A. Sections 8-7-501 to 8-7-525 as currently amended, as well as other applicable state law including the Arkansas Water and Air Pollution Control Act, A.C.A. Section 8-4-101 et seq. All terms contained within this CAO shall have the definitions found in RATFA, unless the context plainly indicates otherwise.

2. The subject of this CAO is the Cedar Chemical Corporation Site (the "Cedar Site" or "Site"), which is located in West Helena, Phillips County, Arkansas, and is more fully described in Section IV. The site is subject to a court order directing that it be held in a public trust established pursuant to Ark. Code Ann. 28-72-201 *et seq*. See *In Re: The Cedar Chemical Corporation Property Ownership Public Trust,* No. CV-2006-330 (Phillips County Cir. Ct., Sept. 27, 2006). The current Trustee of the Public Trust is Brad J. Beavers. The

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Trustee is a party to this CAO only in his official capacity as Trustee charged with administering the Site, and takes the action set forth herein at the approval, instruction and request of the beneficiary, the State of Arkansas and ADEQ.

3. It is the intent of ADEQ to address the environmental concerns at the Cedar Site as expeditiously as possible in order to ensure the protection of human health and the environment, as well as to make the Site once again a viable alternative for economic growth in the area.

4. By executing this CAO, the Respondents do not admit the allegations, facts or circumstances set forth herein. However, Respondents agree not to contest ADEQ's subject matter jurisdiction to issue this CAO. ADEQ agrees that Respondents' execution of this CAO shall not be considered an admission against interest nor evidence of liability on the part of any Respondent. The CAO shall not be admissible in evidence in any proceeding for any purpose without the consent of all the Respondents, provided however ADEQ may offer the CAO into evidence in any proceeding brought to enforce the terms of the CAO.

5. Despite anything in this CAO to the contrary, the Parties acknowledge the following:

Respondents agree with the purposes and objectives set forth in Section II of this CAO and are willing to comply with the terms of this CAO in order to further said objectives. While Respondents are willing to participate in the Interim Measures pursuant to this CAO, Respondents do not admit any liability or responsibility for any condition or substance on or emanating from the Site. Nothing in this CAO shall be construed as an admission of fact or law by Respondents nor a release or waiver of any rights or defenses available to Respondents under RATFA or other applicable law, with the exception of a

defense involving any applicable statute of limitations, which is subject to a separate tolling agreement entered by the Parties and attached hereto as Exhibit "A". This CAO shall not be admissible in evidence or used as proof against Respondents of any of the facts found or recited herein.

II. Statement of Purpose

By entering into this CAO, the mutual objectives of ADEQ and the Respondents are:

6. To maintain (i) site security, maintenance and (ii) stormwater control measures (collectively "Interim Measures"), as may be necessary, at the Site.

7. To establish a procedure for planning and implementing such additional site investigation and feasibility study as may be necessary.

8. To establish an agreed plan for preservation and custody of documents at or removed from the Site which are in the possession and/or control of ADEQ or the Trustee (the "Documents"), and to provide an agreed plan for access by ADEQ and Respondents to such documents.

III. Parties

9. This CAO shall be binding upon and inure to the benefit of ADEQ, , the Trustee, and each of the Respondents, their successors and assigns.

10. Any contract or agreement entered into by ADEQ, the Trustee, or by any or all of the Respondents or ADEQ for the purpose of carrying out any actions required by this CAO shall incorporate to the extent applicable the requirements of this CAO pertaining to the work to be performed or services or materials to be supplied.

IV. Factual Background

The following factual background is based upon information available to the Parties at this time regarding the Site. The factual statements made below are neither admissions by or binding upon, nor conclusive with respect, to the Parties.

11. The Site is located on 48 acres within the Helena-West Helena Industrial Park, approximately 1 ¼ miles southwest of the intersection of U.S. Highway 49 and State Highway 242. From approximately 1971 to 2002, under various owners and operators, agricultural and organic chemicals were manufactured or processed at production units at the plant. The most recent owner and operator of the Site was Cedar Chemical Corporation ("Cedar").

12. During the years of Site operations, various constituents containing hazardous substances have been released or have come to be located at the Site, resulting in contamination of the Site.

13. In 2002, Cedar filed for bankruptcy protection in the United States Bankruptcy Court for the Southern District of New York. On October 18, 2002, the bankruptcy court authorized abandonment of the Site, at which time ADEQ assumed control of the Site. Since that time to the present, ADEQ has provided security for the Site and conducted storm water control operations at the Site.

14. ADEQ has alleged that the Respondents and other private parties not yet participating in response actions at the Site are or may be liable parties with respect to the Site under RATFA and other applicable state law.

15. On July 26, 2006, ADEQ filed a complaint against the Respondents in the Circuit Court of Phillips County, Arkansas, Civil Division, styled *ADEQ v. Wormald USA,*

Inc., successor to Ansul, Inc., Helena Chemical Co. and Exxon Mobil Chemical Co., successor to Mobil Chemical Co., Case No CIV 2006-246. Contemporaneously with the entry of this CAO the ADEQ complaint has been dismissed without prejudice.

V. Order

In light of the foregoing, ADEQ, the Trustee, and the Respondents agree as follows:

16. For a period of three (3) years, beginning on the effective date of this CAO (the "Interim Period,") the Respondents will reimburse ADEQ for its actual expenditures in maintaining the Interim Measures during the Interim Period at the Site. During the first year of this CAO, the obligation of Respondents to provide reimbursement shall not exceed 110% of the current average monthly amount ($14,260.43) paid by ADEQ. On the anniversary of this CAO, and each subsequent anniversary of this CAO, the financial obligation of Respondents under this paragraph may be adjusted by the federally published cost of living adjustment ("COLA"). Respondents shall, no later than 60 days after the entry of this CAO, provide acceptable financial assurance of their combined ability to pay the aforementioned costs through an appropriate financial assurance mechanism that has been approved for use by the Arkansas Pollution Control and Ecology Commission in Regulation 23. Further, Respondents agree to maintain an escrow account in which an amount that shall never be less than Forty-Five Thousand Dollars ($45,000.00) will be maintained to pay the aforementioned costs. The escrow account will be held at a financial institution acceptable to ADEQ under provisions that will provide for timely payment of the aforementioned costs. The Parties agree to negotiate in good faith the payment of any extraordinary costs exceeding the amounts provided for above, which may arise in the necessary maintenance of interim measures.

17. During the Interim Period, the Parties will agree to a joint plan for document preservation, custody, and joint access for inspection and copying. ADEQ considers the documents to be public records and ADEQ will preserve, safeguard and provide all reasonable access to all of the documents to the citizens of the State of Arkansas. In order to achieve this purpose, access to all original documents will be managed by ADEQ. No documents shall be removed or destroyed without the authorization of ADEQ.

18. All Parties agree that ADEQ and each of the Respondents have reserved all rights, claims, and defenses that they may have against one another or against any other Party, person, or entity under RATFA or under any other statutory or common law provision.

19. The Parties shall each have reasonable access to the Site for inspection, investigation, and Interim Measures purposes during the term of this CAO. Any Party conducting an investigation or sampling at the Site (unless an Emergency) will provide at least two (2) weeks' written notice to the other Parties, with an opportunity provided to each Party to obtain, at each Party's own expense, split samples, and to obtain copies, at each Party's own expense, of all data derived from any sampling of environmental media at or near the Site as soon as those data are released in final form by the laboratory. All investigation or sampling will be done in accordance with ADEQ guidelines and authorization. Nothing in this provision shall be construed as a waiver of Respondents' attorney-client or attorney work-product privileges.

20. The Parties agree to negotiate in good faith to reach a separate agreement for the conduct of a Site Investigation ("SI") and feasibility study as may be necessary. The SI may use the existing Site data, studies and assessment work to the maximum extent possible. The Parties agree that negotiations for the conduct of the SI and feasibility study as

necessary should commence immediately upon execution of this CAO, with a goal of initiating those SI and feasibility study activities that are reasonably necessary within ninety (90) days of the effective date of this CAO.

21. ADEQ shall exercise reasonable efforts to locate and take appropriate enforcement action against other persons and entities who are or may be liable with respect to the Site, but who are not parties to this CAO.

22. ADEQ and the Respondents shall designate respective Project Coordinators who shall be the official point of contact for the Party they represent in the implementation of this CAO. To the maximum extent possible, communications between the Respondents and ADEQ that concern technical issues and/or matters shall be directed through the Project Coordinators. To the extent practicable, ADEQ and Respondents shall use good faith efforts to resolve informally any differences between Parties via their respective appointed Project Coordinators. The Respondents and ADEQ may change their respective Project Coordinator(s) by notifying the other Party in writing. The initial Project Coordinators shall be:

For ADEQ:

Ryan Benefield
Chief, Hazardous Waste Division
Arkansas Department of Environmental Quality
P.O. Box 8913
Little Rock, AR 72219

For Respondent Ansul, Inc.:

Deborah D. Kuchler
Abbott, Simses & Kulcher
400 Lafayette St., Suite 200
New Orleans, LA 70130

For Respondent Helena Chemical Company, Inc.:

Edward Brister
Director of Engineering,Safety, Health& Environment
225 Schilling Blvd., Ste. 300
Collierville, TN 38017

For Respondent ExxonMobil Chemical Co.:
Dan Burnham
3225 Gallows Road, Ste. 8B 0607
Fairfax, VA 22037

23. In the event any disagreement not resolved by the Project Coordinators arises regarding the interpretation or application of this CAO, the Parties agree to negotiate in good faith to resolve the matter. The period of mandatory good faith negotiations shall begin on the date any Party delivers to the others a written notice requesting negotiations under this paragraph and shall continue for thirty (30) calendar days, or such additional time as the Parties may agree. If the Parties are unable to resolve the matter by good faith negotiations, any Party may seek resolution of the matter by seeking a declaratory order under APCEC Regulation No. 8. In the event the disagreement involves a claim by ADEQ for reimbursement of expenditures under paragraph 16 above, ADEQ shall also have the right, in its sole discretion, to seek enforcement of the CAO reimbursement obligation in Circuit Court.

24. All correspondence, reports, plans and other writings required under the terms of this CAO to ADEQ shall be sent to the following:

For ADEQ:
Dara Hall
Attorney
Arkansas Department of Environmental Quality
P.O. Box 8913
Little Rock, AR 72219

For Respondent, Ansul, Inc.:
Deborah D. Kuchler

Abbott, Simses & Kulcher
400 Lafayette St., Suite 200
New Orleans, LA 70130

and

Charles R. Nestrud
Chisenhall, Nestrud & Julian
400 W. Capitol Ave., Ste. 2840
Little Rock, AR 72201

For Respondent Helena Chemical Company, Inc.:
David W. Hawkins
General Counsel & Assistant Secretary
225 Schilling Blvd., Ste. 300
Collierville, TN 38017

and

Kim Burke
Taft, Stettinius & Hollister LLP
425 Walnut Street, Ste. 1800
Cincinnati, Ohio 45202-3957

For Respondent ExxonMobil Chemical Co.:
Mark A. Zuschek
3225 Gallows Road, Ste. 3D 2110
Fairfax, VA 22039

and

Dan Burnham
3225 Gallows Road, Ste. 8B 0607
Fairfax, VA 22037

25. Respondents may designate an additional representative for each Respondent for the purposes of receiving notices.

VI. Liability.

26. Nothing in this CAO shall be an admission of fact or law, nor an estoppel or waiver of defenses for any purpose, including but not limited to, defenses raised by insurance

carriers on behalf of Respondents. Likewise, nothing in this CAO shall be construed to confer third-party rights or benefits in favor of any entity or individual not a Party to this CAO.

27. The payments made and the actions taken by Respondents in complying with the provisions of this CAO shall constitute remedial actions within the meaning of RATFA and shall not be construed as fines or penalties.

VII. Applicable Law

28. All actions required to be taken pursuant to this CAO shall be undertaken in accordance with the requirements of all applicable local, state and federal laws and regulations.

VIII. Subsequent Modification or Amendment

29. This CAO may be amended or modified in any respect, including the orders, directives and time schedules provided herein, but only upon the written agreement of ADEQ and all Respondents. Such amendments or modifications shall be in writing and shall have as their Effective Date the date on which such amendments or modifications are signed by ADEQ and Respondents.

30. This CAO may be amended to include additional Respondents. Such amendment shall be accomplished by the addition of the authorized signature of such additional Respondent to this CAO and the delivery of such amended CAO to ADEQ and all Respondents, after approval by all Parties.

IX. Reservation of Rights

31. ADEQ expressly reserves all rights and defenses that it may have, including the right to initiate further proceedings to compel the performance of tasks in addition to

those detailed herein, following termination of this CAO, and Respondents reserve all rights and defenses that they may have with respect to such further proceedings, with the exception of any affirmative defense based upon any applicable statute of limitations pursuant to the tolling agreement attached hereto as Exhibit "B".

32. Respondents each reserve all rights each may have to object to, contest, or defend against any alleged violation of this CAO.

33. Nothing in this CAO shall constitute or be construed as a release by ADEQ or Respondents of any claim, cause of action, or demand, in law or equity, against any Party not a signatory to this document for any liability relating to this Site arising out of the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, pollutants, or contaminants.

X. Covenant Not to Sue

34. Subject only to an ADEQ Director's finding that there is an Emergency at the Site requiring immediate action, ADEQ shall not commence, initiate or prosecute any civil, judicial or administrative action against Respondents concerning the Site before the termination date of this CAO, for as long as Respondents are in compliance with this CAO.

XI. Sale of Assets

35. Nothing in this CAO shall prevent ADEQ from selling or disposing of assets maintained at the Site and placing any proceeds from the sale or disposal of those assets into the Arkansas Remedial Action Trust Fund account.

XII. Termination Date

36. This CAO shall terminate on its third anniversary unless extended or terminated earlier in writing by the Parties.

XIII. Effective Date

37. This CAO shall become effective immediately upon the date of execution by the Director of ADEQ.

IT IS SO AGREED AND ORDERED.

March 22, 2007
Date

Teresa Marks

Teresa Marks
Director
Arkansas Department of
Environmental Quality

TRUSTEE of the Cedar Chemical Corporation Property Ownership Public Trust

Date: March 16, 2007

By: _____
Brad J. Beavers, Trustee

DEFENDANT: Ansul, Incorporated

Date: March 22, 2007

By: _____

Position: Sr. Corp. Counsel

RESPONDENT: Helena Chemical Company, ~~Inc.~~

Date: March 22, 2007

By: _____

Position: Asst. Sec. & G.C.

RESPONDENT: ExxonMobil Chemical Co.

Date: March 20, 2007

By: A.T. WINDELL

Position: GLOBAL REMEDIATION MGR