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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

WESTERN DIVISION

UNITED STATES OF AMERICA and STATE OF CALIFORNIA, Plaintiffs, v. MONTROSE CHEMICAL CORPORATION OF CALIFORNIA, et al., Defendants.	NO. CV 90-3122-AAH (JRx) AMENDMENT TO THE MAY 19, 1992 CONSENT DECREE
AND RELATED COUNTER, CROSS, AND THIRD PARTY ACTIONS.	

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AMENDMENT TO CONSENT DECREE

This Amendment to the May 19, 1992 Consent Decree ("Amendment") is made and entered into by and among the United States of America ("the United States"), on behalf of the National Oceanic and Atmospheric Administration ("NOAA"), the Department of the Interior ("DOI"), and the United States Environmental Protection Agency ("EPA"), and the State of California, on behalf of the State Lands Commission, the Department of Fish and Game, the Department of Parks and Recreation, the Department of Toxic Substances Control ("DTSC"), and the California Regional Water Quality Control Board, Los Angeles Region ("Regional Board") (the above-referenced federal and state agencies are hereafter collectively referred to as the "Governmental Parties"), Potlatch Corporation ("Potlatch"), Simpson Paper Company ("Simpson"), and Simpson Investment Company.

INTRODUCTION

A. Potlatch or its predecessor owned and operated a paper manufacturing plant in Pomona, California from 1952 until 1979. Simpson purchased the paper plant in 1979 and owned and operated the plant through July 8, 1998. The paper manufacturing plant is neither a part of the Montrose National Priorities List ("NPL") Site as listed on the National Priorities List, nor part of the "Montrose NPL Site" as that term is defined in Paragraph 7.I of the Definition Section of this Amendment. Unless specified otherwise, the term "Montrose NPL Site" when used herein shall be interpreted consistent with the meaning ascribed to it in Paragraph 7.I of this Amendment. At various times

during operation of the plant, wastewater has been discharged from the plant into the County Sanitation District No. 2 of Los Angeles County ("LACSD") sewer lines through LACSD's Joint Water Pollution Control Plant ("JWPCP") and White's Point Outfall into the Pacific Ocean and onto the Palos Verdes shelf (hereinafter "Palos Verdes shelf" or "Shelf"). The Governmental Parties have alleged in this action that wastewater discharged from the plant and eventually onto the Palos Verdes shelf contained hazardous substances, including polychlorinated biphenyls ("PCBs").

B. The United States, on behalf of NOAA and DOI in their capacities as natural resource trustees (hereafter the "Federal Trustees"), and the State of California, on behalf of the State Lands Commission, the Department of Fish and Game and the Department of Parks and Recreation in their capacities as natural resource trustees (hereafter the "State Trustees") (the Federal and State Trustees collectively are referred to as "the Trustees"), entered into a Consent Decree ("1992 Decree") with Potlatch and Simpson. The 1992 Decree was approved and entered by this Court on May 19, 1992. A copy of the 1992 Decree is appended hereto as Exhibit "A".

C. The 1992 Decree resolved the liability of the Settling Defendants under the First Claim for Relief of the Second Amended Complaint (the "Complaint.") The First Claim for Relief, which was filed on behalf of the Trustees only, seeks natural resource damages at "the Site," as that term is defined in Paragraph 7(F) of the 1992 Decree, including related damage assessment and response costs, pursuant to Section 107(a)(4)(C) of CERCLA, 42 U.S.C. § 9607(a)(4)(C), for injury to, destruction

of, and loss of natural resources resulting from releases of hazardous substances, including dichloro-diphenyl trichloroethane and its metabolites (hereinafter collectively "DDT"), and PCBs, from facilities in and around Los Angeles, California, into the environment, including the Montrose Natural Resource Damages Area ("Montrose NRD Area"), as defined herein, which encompasses the Palos Verdes shelf, against ten defendants, including Potlatch and Simpson.

D. At the time the 1992 Decree was entered, EPA did not allege liability against the Settling Defendants with respect to the Second Claim for Relief of the Complaint. As described in the Complaint, the Second Claim for Relief, which was filed on behalf of EPA only, seeks recovery of response costs, pursuant to Section 107(a)(1-4)(A) of CERCLA, 42 U.S.C. § 9607(a)(1-4)(A), incurred and to be incurred by the United States in response to releases or threatened releases of hazardous substances into the environment at and from the Montrose DDT Plant Property.

E. The 1992 Decree did not address the Second Claim for Relief of the Complaint, but Paragraph 15.D of the 1992 Decree expressly reserved the rights of the parties to address this claim in the future. This Amendment represents the Governmental Parties' and Settling Defendants' agreement to now settle all issues between the parties concerning the Second Claim For Relief.

F. EPA is the lead agency with regard to the conduct of response activities at the Montrose NPL. The State of California, through DTSC and the Regional Board (as support agencies), also participates in Montrose NPL Site response

activities consistent with Subpart F of CERCLA's National Contingency Plan, 40 C.F.R. §§ 300.500 - 300.525. While the State has not filed a claim in the instant action to recover Response Costs incurred and to be incurred at the Montrose NPL Site, DTSC and the Regional Board have incurred Response Costs in connection with the Montrose NPL Site. At the time the 1992 Decree was entered, EPA had not investigated the Palos Verdes shelf.

G. During the settlement negotiations concerning the 1992 Decree, the Trustees and Potlatch and Simpson recognized that EPA had undertaken response activities at the Montrose NPL Site (exclusive of the Palos Verdes shelf), pursuant to its authority under CERCLA, and that EPA's investigation of the releases at and from the Montrose DDT Plant Property was continuing in nature. At that time, EPA's investigation included the Montrose DDT Plant Property, LACSD's Joint Outfall ("J.O.") "D" and District 5 Interceptor sewer lines, and the storm water pathway from the former Montrose DDT Plant Property downstream to the Consolidated Slip. In addition, the Trustees and Potlatch and Simpson understood that it was possible that EPA could initiate an investigation of the Palos Verdes shelf in the future.

H. During the settlement negotiations concerning the 1992 Decree, the Trustees and Potlatch and Simpson further recognized that EPA had conducted a preliminary evaluation under CERCLA of the Santa Monica Bay (hereafter referred to as "the Santa Monica Bay CERCLIS Site"), which included evaluation of portions of the Site, as defined in Paragraph 7.F of the 1992

Decree, such as the Palos Verdes shelf and the Los Angeles and Long Beach Harbors. Moreover, during settlement negotiations the Trustees and Potlatch and Simpson were aware that on September 17, 1990, after the filing of this action, EPA had determined that it would conduct no further investigation or remedial action under CERCLA regarding the Santa Monica Bay CERCLIS Site. At the time of settlement negotiations, contamination of the sediments on the Palos Verdes shelf had been excluded by EPA from its evaluation of the Santa Monica Bay CERCLIS Site. The Trustees and Potlatch and Simpson were further aware that the EPA retained authority to undertake response actions on the Palos Verdes shelf. Thus, the Trustees and Potlatch and Simpson expressly stated in the 1992 Decree that EPA's determination to take no further action with respect to the Santa Monica Bay CERCLIS Site was subject to reconsideration by EPA. Further, the Governmental Parties and Potlatch and Simpson agreed that nothing in the 1992 Decree was intended to affect the authority or the jurisdiction of EPA to take response actions on the Palos Verdes shelf, and accordingly the 1992 Decree specifically reserved the authority of EPA to take such actions.

I. Utilizing settlement monies that have been paid to the Trustees under the 1992 Decree by Potlatch and Simpson and other available funds, the Trustees have performed a natural resource damage assessment relating to DDT and PCB contamination of the Montrose NRD Area, with particular focus on the Palos Verdes shelf and the assessment of injuries to natural resources related to that contamination. Based upon, inter alia, the information developed and assembled in connection with the

Trustees' damage assessment relating to DDT and PCB contamination of the offshore area alleged in the First Claim for Relief, EPA has determined that this contamination may pose a threat to the public health or welfare or to the environment. EPA, therefore, has now initiated an investigation of the Palos Verdes shelf portion of the Montrose NRD Area comprised of the offshore area contaminated by DDT and PCBs released into the LACSD sewer lines and subsequently deposited in the sediments on the Palos Verdes shelf near the White's Point Outfall (hereinafter the "Palos Verdes Shelf Investigation"). EPA's Palos Verdes Shelf Investigation includes the effluent-affected DDT and PCB contaminated sediment described and discussed in Lee, H., The Distribution and Character of Contaminated Effluent-Affected Sediment, Palos Verdes Margin, Southern California (October 1994). For purposes of this Amendment, the term "Montrose NPL Site" has been defined to include the area comprising the Palos Verdes Shelf Investigation. As of May 18, 1998, EPA had not, however, extended either its Palos Verdes Shelf Investigation or its investigation of releases from the Montrose DDT Plant Property to include the Los Angeles and the Long Beach Harbors (other than the Consolidated Slip in Los Angeles Harbor). EPA has lead agency responsibility for all CERCLA response activities on the Palos Verdes shelf. On July 10, 1996, EPA initiated an Engineering Evaluation and Cost Analysis ("EE/CA") to address contaminated sediments on the Palos Verdes shelf. EPA may determine as a result of the EE/CA that no action or further action is warranted. Whether or not response activities are undertaken by EPA with respect to the Palos Verdes shelf, EPA's

decision with respect to the scope of EPA response activities will take the place of the physical restoration actions for the Palos Verdes shelf that the Trustees contemplated at the time the 1992 Decree was entered. EPA has and will use, inter alia, the results of the studies conducted by the Trustees in evaluating and determining the appropriate response activities, if any, to be taken on the Palos Verdes shelf. To avoid unnecessary duplication of effort, EPA will coordinate all activities undertaken by federal and state agencies at the Montrose NRD Area pursuant to its authority under CERCLA.

J. The Trustees and Potlatch and Simpson entered into the 1992 Decree settling the First Claim for Relief against the Settling Defendants based upon the facts known to the Trustees and Potlatch and Simpson at that time. Those facts indicated that the contamination on the Palos Verdes shelf would be addressed through the authority of the Trustees to collect natural resource damages rather than through EPA's authority to undertake response activities. The Governmental Parties' intentions regarding the manner in which to address, and by whom, the DDT and PCB contamination on the Palos Verdes shelf have now changed, requiring amendment of the 1992 Decree.

K. The Trustees and Potlatch and Simpson understood and expressly acknowledged in the 1992 Decree that activities undertaken by the Trustees to assess natural resource damages and to restore, replace or acquire equivalent natural resources at the Montrose NRD Area, as defined herein, may include activities of a type, i.e., investigation of the level of contamination in the sediments, and capping of contaminated sediments, that EPA

and DTSC might perform or require to be performed under the authority in Sections 104 and 106 of CERCLA, 42 U.S.C. §§ 9604 and 9606, to remove, arrange for the removal of, and provide for remedial action relating to hazardous substances. The Trustees and the Settling Defendants further recognized and expressly acknowledged in the 1992 Decree that to avoid unnecessary duplication of effort, the Governmental Parties would coordinate all activities undertaken by federal and state agencies at the Montrose NRD Area pursuant to their authority under CERCLA, including, but not limited to, natural resource damage assessments, restoration, replacement and acquisition activities, and response actions.

L. Potlatch and Simpson and the Trustees believed at the time the 1992 Decree was entered, and continue to believe, that the actions contemplated by the Trustees would eliminate threats to the environment that could give rise to the need for involvement by EPA in the future. The Settling Defendants contend that the elimination of the possibility of future EPA response activities with respect to the Palos Verdes shelf was a substantial factor in Potlatch's and Simpson's decision to resolve the First Claim for Relief and to commit to the payment obligations agreed upon in the 1992 Decree.

M. The 1992 Decree further expressly set forth that the settlement between the Trustees and the Settling Defendants was based on factors including, but not limited to, Potlatch's and Simpson's degree of involvement in the contamination alleged, the relative volumetric share of contamination contributed by Potlatch and Simpson, the alleged natural resource damages and

estimated cost of restoration activities at the Montrose NRD Area, including possible capping, dredging, treatment of contaminated sediments and replacement or acquisition of equivalent resources, and Potlatch's and Simpson's cooperation in resolving their liability at an early stage of this litigation.

N. Pursuant to the requirements of Paragraphs 8 through 12 of the 1992 Decree, Potlatch and Simpson agreed to pay a total sum of $12,000,000 in three equal installments to the Trustees, commencing in 1992, an amount which the Trustees and Potlatch and Simpson believed, and the Court found, represented Potlatch's and Simpson's fair share of the cost of assessing the environmental conditions at the Montrose NRD Area, including the Palos Verdes shelf, and implementing any of the contemplated restoration actions. Potlatch and Simpson have made all payments required by Paragraphs 8 through 12 of the 1992 Decree.

O. The Settling Defendants assert that the Trustees' decision not to proceed with the physical restoration component of the contemplated natural resource damage restoration activities and to instead address contamination on the Palos Verdes shelf through EPA-initiated response activities gives rise to a claim for rescission of the contractual agreement embodied in the 1992 Decree and entitles them to a refund of monies already paid to the Trustees.

P. The Plaintiffs reject and dispute the contention that the Settling Defendants have any claim for rescission. Plaintiffs assert that in particular, the 1992 Decree did not compromise or limit in any way the authority of EPA. In addition, Plaintiffs assert that the 1992 Decree expressly

reserves the authority of EPA to take response actions with respect to the Palos Verdes shelf and to bring suit against Potlatch and Simpson to recover the resulting response costs or to compel others to take appropriate response actions. Plaintiffs further assert that these provisions of the 1992 Decree were vigorously sought by and bargained for by Plaintiffs as part of the substantial arms-length negotiations with Settling Defendants embodied in the 1992 Decree.

Q. To avoid potential litigation between the Trustees and the Settling Defendants over their claim for rescission of the 1992 Decree, fulfill the Governmental Parties' obligation under the 1992 Decree to give equitable consideration to the existing settlement, and acknowledge that the physical restoration actions planned by the Trustees for the Palos Verdes shelf will now be performed by EPA (should such actions be performed at all) under its authority to undertake response activities, the Governmental Parties and the Settling Defendants agree that: (1) Settling Defendants will not seek return of monies previously paid to the Trustees pursuant to the 1992 Consent Decree, (2) EPA and DTSC will use the final payment by Settling Defendants to pay a portion of the response costs incurred by EPA and DTSC, and (3) the Governmental Parties will execute this Amendment resolving the Settling Defendants' potential liability with respect to any claims against the Settling Defendants with respect to the Montrose NPL Site and the Montrose NRD Area.

R. The Governmental Parties and the Settling Defendants, with this Amendment, acknowledge that EPA has assumed

the lead responsibility for addressing the contaminated sediments on the Palos Verdes shelf. By this Amendment, the Settling Defendants have assented to the final payment being reallocated to pay Response Costs relating to EPA's investigation of, and potential response activity with respect to, the effluent-affected sediments on the Palos Verdes shelf instead of damage assessment costs and natural resource damages relating to the Montrose NRD Area, even though based on the factors and considerations recited below the Settling Defendants could have argued that they were entitled to pay less. The Governmental Parties current estimate of total damages and costs for settlement purposes is between $225 million and $250 million. By this Amendment, the Governmental Parties acknowledge and the Settling Defendants confirm that they understand that any source control related to the contaminated offshore sediments undertaken through response activities determined to be necessary by EPA at the Palos Verdes shelf will more than likely be based upon an evaluation of similar approaches, involving similar types of controls and lower costs, and achieving similar results, as would have been obtained through physical restoration by the Trustees of those same portions of the Montrose NRD Area had that action been taken by the Trustees. By this Amendment, the Governmental Parties' acknowledge and the Settling Defendants confirm that they understand that EPA has greater statutory and administrative flexibility than the Trustees in the manner in which it undertakes response actions. Because some of the monies paid by the Settling Defendants have been spent on the damage assessment conducted by the Trustees and therefore benefitted both EPA and

the Trustees in determining the nature, extent and effects of the contamination, the Governmental Parties and the Settling Defendants have determined that the amount already paid by the Settling Defendants represents their fair and appropriate share of the total current estimated costs for remediation/restoration of the Palos Verdes shelf DDT and PCB contaminated sediments. In addition, because the amount already paid was based upon, inter alia, the then current estimates of total natural resource damages and response costs, which estimates were the most likely to reflect actual agency actions and which actions are still likely at the present time, the Governmental Parties and the Settling Defendants agree that the total amount to be paid by the Settling Defendants should, in fairness, remain the same. By agreeing to payment of that amount, the Settling Defendants both assumed the risk that such total amount might later prove to have been overestimated and obtained protection against the possibility that such total amount might later prove to have been underestimated; and it would be unfair to now re-subject them to that risk and deny them that protection. In addition, the greater flexibility afforded to EPA in undertaking response actions is expected to result in the incurrence of lower Response Costs associated with actions similar to those initially considered by the Trustees. Another factor supporting the fairness of the settlement is the volume of contaminants alleged to have been released by Potlatch and Simpson compared to the other generator defendants. Potlatch and Simpson are alleged to have released approximately 4,500 pounds of PCBs and are one of a number of PCB dischargers compared to the Montrose-affiliated

defendants (Montrose Chemical Corporation of California, Chris-Craft Industries, Inc., Rhone poulenc Basic Chemicals Co., now a division of Rhone-Poulenc Inc., ZENECA Holdings, Inc. formerly known as ICI Americas Holdings, Inc., Atkemix Thirty-Seven, Inc., and Stauffer Management Company) who are responsible for the vast majority of DDT discharged to the Palos Verdes shelf, estimated by Plaintiffs to be approximately 5.5 million pounds. When due weight is given to these factors, and all other relevant factors, the Governmental Parties and the Settling Defendants agree there should be no change in the amount of monetary compensation.

S. Settling Parties agree and acknowledge that, with respect to the geographical area encompassed by the Montrose NPL Site, entry of this Amendment is in accordance with Plaintiffs' obligation under the 1992 Decree to consider the settlement embodied in the 1992 Decree as an equitable factor in evaluating settlement of response cost claims with respect to the Montrose NRD Area.

T. This Amendment is made in good faith after arms-length negotiations conducted under the supervision of Special Master Harry V. Peetris pursuant to Pretrial Order No. 1. Entry of this Amendment is the most appropriate means to resolve the matters covered herein and is fair, reasonable, equitable, and in the public interest.

U. The Governmental Parties have determined that the entry of this Amendment is in the public interest. This Amendment is not intended to affect in any way the Governmental Parties' claims against any non-settling defendant.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

JURISDICTION AND VENUE

1. This Court has continuing jurisdiction over this matter as set forth in Paragraphs 1 (Jurisdiction), 22 (Retention of Jurisdiction) and 24 (Modification) of the 1992 Decree.

PARTIES BOUND

2. The parties bound by this Amendment are the Settling Defendants and the United States on behalf of NOAA, DOI and EPA and the State of California, on behalf of the State Lands Commission, the Department of Fish and Game, the Department of Parks and Recreation, DTSC and the Regional Board.

CONTINUING APPLICABILITY OF DECREE AND AMENDMENT

3. The provisions of the 1992 Decree shall remain in full force and effect, unaffected by this Amendment unless and until the Date of Final Approval of this Amendment as defined herein. Furthermore, if this Amendment is approved by the Court, following exhaustion of all rights of appeal, all terms and conditions of the 1992 Decree which are not modified by this Amendment shall remain in full force and effect.

APPLICABILITY OF AMENDMENT

4. The provisions of this Amendment shall be binding on and inure to the benefit of the United States and the State, and shall be binding on and inure to the benefit of the Settling Defendants, their officers, directors, employees, agents, predecessors, subsidiaries, affiliates, successors and assigns. No change in the ownership or organizational form or status of a

Settling Defendant shall affect its rights or obligations under this Amendment.

EFFECT OF SETTLEMENT/ENTRY OF JUDGMENT

5. This Amendment was negotiated and executed by the Governmental Parties and the Settling Defendants hereto in good faith at arms length to avoid the resumption and continuation of expensive and protracted litigation between the Governmental Parties and the Settling Defendants and is a fair, reasonable, and equitable settlement of contested claims. The execution of this Amendment is not, and shall not constitute or be construed as, an admission of liability by any Party, nor is it an admission of any of the factual allegations set out in the Second Amended Complaint or Counterclaims or an admission of violation of any law, rule, regulation, or policy by any of the Governmental Parties and the Settling Defendants to this Amendment.

6. Upon the Date of Final Approval of this Amendment, the 1992 Decree and this Amendment shall constitute a final judgment between and among the Governmental Parties and the Settling Defendants, as set forth in paragraph 4.

DEFINITIONS

7. To the extent any term is not expressly defined in this Amendment, this Amendment incorporates the definitions set forth in Section 101 of CERCLA, 42 U.S.C. § 9601, and in the 1992 Decree. Whenever the following terms are used in this Amendment, they shall have the following meanings:

A. "Date of Execution of this Amendment" shall

mean the date by which this Amendment has been signed by all of the following: the authorized representative of each of the Settling Defendants, the State, and by the Assistant Attorney General of the Environment and Natural Resources Division of the United States Department of Justice.

B. "Date of Lodging of this Amendment" shall mean the date that this Amendment is lodged with the District Court.

C. "Date of Initial Approval of this Amendment" shall mean the date on which this Amendment has been initially approved and signed by the United States District Court.

D. "Date of Final Approval of this Amendment" shall mean the later of (1) the date on which the District Court has approved and entered this Amendment as a judgment and all applicable appeal periods have expired without an appeal being filed, or (2) if an appeal is taken, the date on which the District Court's judgment is affirmed and there is no further right to appellate review.

E. "Montrose Natural Resource Damages ("NRD") Area" for purposes of this Amendment shall mean the area in and around the Channel Islands, including Santa Catalina Island, the Palos Verdes shelf, the San Pedro Channel and the Los Angeles and Long Beach Harbors as described in the Complaint and as described in the draft Damage Assessment Plan and draft Injury Determination Plan published by the Trustees on February 6, 1990 and March 8, 1991, respectively, Santa Monica Bay, and San Pedro Bay.

F. "Joint Outfall System" shall mean that wastewater collection, treatment and disposal facility of certain county sanitation districts of Los Angeles County discharging

effluent through the White's Point Outfall and consisting of the JWPCP and the associated sewers, pumping plants, inland water reclamation plants, treatment plants, treatment plant outfall sewers and incidental sanitation works operated pursuant to the 1995 Joint Outfall Agreement by LACSD, as defined therein, including subsequent modifications to that system, as contemplated by that Agreement.

G. "Damage Assessment Costs" shall mean all costs, including all related enforcement costs, associated with the planning, design, implementation and oversight of the Trustees' damage assessment process, which addresses the fact, extent and quantification of the injury to, destruction of or loss of natural resources and the services provided by these resources resulting from releases of hazardous substances alleged in the First Claim for Relief of the Complaint, and with the planning of restoration or replacement of such natural resources and the services provided by those resources, or the planning of the acquisition of equivalent resources or services, and any other costs necessary to carry out the Trustees' responsibilities with respect to those natural resources.

H. "Natural Resource Damages" shall mean damages, including loss of use, restoration costs, resource replacement costs of equivalent resource values, Damage Assessment Costs, and any other costs incurred or to be incurred by the Trustees or any other person pursuant to Trustee approval, authorization, or direction, with respect to injury to, destruction of, or loss of any and all natural resources in and around the Montrose NPL Site and the Montrose NRD Area.

I. "Montrose NPL Site" for purposes of this Amendment, shall mean and includes, but is not limited to, the Montrose DDT Plant Property, and any other areas impacted by releases of hazardous substances from the Montrose DDT Plant Property as determined by EPA, including but not limited to: the real property located at 1401 West Del Amo Boulevard, Los Angeles, California and owned by Jones Chemicals, Inc.; those portions of the Normandie Avenue Ditch adjacent to and south of 20201 South Normandie Avenue; the Kenwood Drain; the Torrance Lateral; the Dominguez Channel (from Laguna Dominguez to the Consolidated Slip); the portion of the Los Angeles Harbor known as the Consolidated Slip from the mouth of the Dominguez Channel south to, but not including or proceeding beyond, Pier 200B and Pier 200Y; the LACSD's J.O. "D" sewer from manholes D33 to D5 (approximately Francisco Street to 234th Street); the District 5 Interceptor sewer from manholes A475 to A442 (approximately Francisco Street to Sepulveda Boulevard); the real property on which the sewer rights-of-way are located for those portions of the District 5 Interceptor and J.O. "D" sewer identified above; the real property burdened by the adjacent railroad right-of-way for those portions of the District 5 Interceptor and J.O. "D" sewer identified above; the "Montrose CERCLA Removal Site" as defined in EPA Region IX's Unilateral Administrative Order 95-18, Findings of Fact at § 3, ¶ 2, dated June 7, 1995; those areas of the Palos Verdes shelf where effluent-affected DDT and/or PCB-contaminated sediments have come to be located, and any other areas that are or EPA determines to be part of the Palos Verdes Shelf Investigation (including any portions of the Santa Monica

Bay or Los Angeles/Long Beach Harbors should EPA in the future determine that those areas are part of the Palos Verdes Shelf Investigation.

J. "Response Costs" as used in this Amendment shall mean all costs of response as provided in Section 107(a)(1-4)(A) of CERCLA, 42 U.S.C. § 9607(a)(1-4)(A), and as defined in Section 101(25) of CERCLA, 42 U.S.C. § 9601(25), that the United States, the State, or any other person have incurred or will incur with respect to the Montrose NPL Site and the Montrose NRD Area.

K. "Montrose DDT Plant Property" shall mean for the purposes of this Amendment the thirteen (13) acre parcel at 20201 South Normandie Avenue, Los Angeles, California 90044, which is the site of Montrose Chemical Corporation of California's former DDT production and formulation plant.

L. "Parties" shall mean each of the signatories to this Amendment.

M. "Settling Defendants" shall mean for purposes of this Amendment only the Potlatch Corporation, the Simpson Paper Company, and the Simpson Investment Company.

PAYMENT TERMS

8. All payments pursuant to the 1992 Decree have been made. These payments constitute compliance with both this Amendment and the 1992 Decree. Within ten working (10) days of the Date of Final Approval of this Amendment, Plaintiffs shall petition the District Court to release and disburse a portion of these funds to EPA and DTSC (the "Response Settlement Amount") plus all interest accrued on the final payment made on January 4,

1996. The disbursement of the Response Settlement Amount shall be as described in paragraphs 9 and 10 below. Settling Defendants agree to not oppose Plaintiffs' petition for release and disbursement of the Response Settlement Amount.

9. Disbursement to DTSC shall be in the amount of $70,000 plus all interest accrued thereon.

10. Disbursement to EPA shall be in the amount of $3,930,000 plus all interest accrued thereon. These funds shall be specifically disbursed as follows: 1) $150,000 for past Response Costs incurred by EPA with respect to the Montrose NPL Site for deposit by EPA in the Hazardous Substance Superfund and 2) $3,780,000 together with all remaining interest for deposit by EPA in the "United States Environmental Protection Agency, Palos Verdes Shelf Special Account." All disbursements shall reference the Montrose Chemical Corporation of California Superfund Site, Site # 9T26, DOJ Case # 90-11-3-511, U.S.A.O. file number 9003085.

11. EPA commits to expend the settlement funds paid by Settling Defendants and disbursed to the United States Environmental Protection Agency, Palos Verdes Shelf Special Account for response activities with respect to the Palos Verdes shelf. All such monies not so used by EPA may be deposited in the Hazardous Substance Superfund but only after completion of the EPA response actions in connection with the Palos Verdes shelf DDT and PCB contaminated sediments.

COVENANTS NOT TO SUE FOR NATURAL RESOURCE DAMAGES

12. Except as specifically provided in Paragraphs 13 and 14 of this Amendment, the United States, and the State, and

agencies and instrumentalities thereof, each hereby covenants not to sue or to take any other civil or administrative action against the Settling Defendants for any and all civil or administrative liability to the United States, the State, and agencies or instrumentalities thereof, for Natural Resource Damages under CERCLA, 42 U.S.C. §§ 9601, et seq., or under any other federal, state, or common law. The 1992 Decree covenants shall remain in effect until the Date of Final Approval of this Amendment.

RESERVATION OF RIGHTS FOR NATURAL RESOURCE DAMAGES

13. A. Notwithstanding any other provision of this Amendment, the Trustees reserve the right to institute proceedings against the Settling Defendants in this action or in a new action seeking recovery of Natural Resource Damages, based on (1) injury to, destruction of, or loss of natural resources resulting from conditions which were unknown to the Trustees on the Date of Lodging of this Amendment ("Unknown Conditions"); or (2) information received by the Trustees after the Date of Lodging of this Amendment which indicates there is injury to, destruction of, or loss of natural resources, of a type unknown to the Trustees as of the Date of Lodging of this Amendment ("New Information").

B. Each of the following shall not be considered to be Unknown Conditions or New Information within the meaning of Paragraph 13.A (1) or (2): (1) an increase solely in the Trustees' assessment of the magnitude of the injury, destruction or loss to natural resources, or in the estimated or actual Natural Resource Damages; (2) a determination by the Trustees

that a previously identified natural resource injury was caused by the Settling Defendants' alleged release of a hazardous substance, including hazardous substances other than PCBs or DDT; or (3) any Natural Resource Damages arising from any future release of hazardous substances now present in the sediments of the Palos Verdes shelf, to the extent that the release resulted from:

(a) LACSD's sampling activities (by coring, trawling, or otherwise);

(b) LACSD's institution of full secondary treatment of wastewater at the JWPCP and the discharge of such wastewater through the White's Point Outfall;

(c) any response activity or similar activity performed by or at the direction of any federal or state governmental body or any other person;

(d) any act of God; or

(e) an earthquake.

C. The Settling Defendants reserve their right to contest any claims allowed by Paragraph 13.A of this Amendment, and the Settling Defendants do not by consenting to this Amendment waive any defense to such claims, except that the Settling Defendants covenant not to assert, and may not maintain, any defense based upon principles of waiver, res judicata, collateral estoppel, issue preclusion, claim splitting, or other defense based upon the contention that the claims that are allowed by Paragraph 13.A of this Amendment were or should have been brought in the instant case. In the event that the Trustees institute proceedings under Paragraph 13.A of this Amendment, the

Settling Defendants reserve their right to assert potential cross-claims, counterclaims or third party claims against the United States or the State, or any employee, officer, agency or instrumentality thereof, relating to such claims asserted by the Trustees pursuant to Paragraph 13.A. Nothing in this Amendment shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611.

D. In addition to defenses that may be asserted by the Settling Defendants pursuant to Paragraph 13.C above, and a defense that a future release of hazardous substances now present in the sediments of the Palos Verdes shelf was the result of conditions or information known to the Trustees on the Date of Lodging of this Amendment, the Settling Defendants will not be liable for Natural Resource Damages arising from a future release of hazardous substances now present in the sediments of the Palos Verdes shelf, to the extent that the release resulted from: (1) LACSD's sampling activities (by coring, trawling, or otherwise); (2) LACSD's institution of full secondary treatment of wastewater at the JWPCP and the discharge of such wastewater through the White's Point Outfall; (3) any response activity or similar activity performed by or at the direction of any federal or state governmental body or any other person; (4) any act of God; or (5) an earthquake.

14. Notwithstanding any other provision of this Amendment, the covenants not to sue in Paragraph 12 shall apply only to matters addressed in Paragraph 12 and specifically shall not apply to the following claims:

A. claims based on a failure by the Settling Defendants to satisfy the requirements of this Amendment;

B. claims for criminal liability; and

C. claims arising from the past, present, or future disposal, release or threat of release of hazardous substances that do not involve the Montrose NRD Area or the Montrose NPL Site.

COVENANTS NOT TO SUE FOR RESPONSE COSTS

15. Except as specifically provided in Paragraphs 16 and 17 of this Amendment, the United States and the State, and agencies and instrumentalities thereof, each hereby covenants not to sue or to take any other civil or administrative action against the Settling Defendants for any and all civil or administrative liability to the United States, the State, and agencies or instrumentalities thereof, to compel response actions or to recover Response Costs including, but not limited to, costs for studies and evaluations of the area covered by response actions under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, or pursuant to the California Hazardous Substances Account Act, California Health and Safety Code §§ 25300 et seq., or any other state statute or state common law. In addition, the United States and the State, and agencies and instrumentalities thereof, each hereby covenants not to sue or take administrative action against the Settling Defendants to compel response actions or to recover Response Costs incurred or to be incurred in the future in connection with the Montrose NPL Site under the Resource Conservation and Recovery Act ("RCRA") Sections 3008(h), 3013, or 7003, 42 U.S.C. §§ 6928(h), 6934 and 6973 or California

Health and Safety Code § 25187. The State, and agencies and instrumentalities thereof, each hereby further covenants not to sue or take administrative action against the Settling Defendants, to compel response activities or to recover Response Costs incurred or to be incurred in the future in connection with the Montrose NPL Site under Section 7002 of RCRA, 42 U.S.C. § 6972. These covenants not to sue are in addition to Paragraph 13 of the 1992 Decree and Paragraph 12 of this Amendment and shall become effective upon the Date of Initial Approval of this Amendment, and shall remain in effect so long as the Settling Defendants are fulfilling their obligations under this Amendment, subject to the Governmental Parties' and the Settling Defendants' rights to void this Amendment pursuant to Paragraph 27 herein.

RESERVATION OF RIGHTS FOR RESPONSE COSTS

16. The covenants set forth in Paragraph 15 pertain only to matters expressly specified therein, and extend only to the Settling Defendants. Any claim or defense which the United States or the State has against any other person or entity not a party to this Amendment is expressly reserved. The United States and the State reserve, and this Amendment is without prejudice to, all other rights and claims against the Settling Defendants, individually or collectively, with respect to all other matters, including but not limited to, the following:

A. any and all claims against a Settling Defendant based upon or resulting from a failure to meet a requirement of this Amendment;

B. claims for criminal liability;

C. claims for violations of any other federal or state law or permit;

D. claims arising from the presence of a hazardous substance at any location outside of the Montrose NPL Site including, but not limited to, the proposed Del Amo NPL Site as it may be defined by EPA.

17. In addition to the reservations set out in Paragraph 16 hereto, the United States and the State reserve, and this Amendment is without prejudice to, the right to institute proceedings in this action or in a new action seeking to compel the Settling Defendants to reimburse the United States or the State for additional Response Costs if subsequent to the Date of Execution of this Amendment:

A. the United States or the State receives, in whole or in part, information unknown to EPA, DTSC, or the Regional Board as of the Date of Lodging of this Amendment, indicating that after the Date of Lodging of this Amendment the Settling Defendants released one or more hazardous substances that come to be located at the Palos Verdes shelf, and that EPA, DTSC, or the Regional Board determines may be a threat to human health or the environment, provided that the foregoing shall not be deemed to apply to any re-exposure or resuspension on the Palos Verdes shelf of the DDT or PCB-contaminated sediments currently located there, including but not limited to, such re-exposure or resuspension of sediments resulting from:

(i) LACSD's sampling activities (by coring, trawling, or otherwise);

(ii) LACSD's institution of full secondary treatment of wastewater at the JWPCP and the discharge of such wastewater flows through the White's Point Outfall;

(iii) any response activity or similar activity performed by or at the direction of any federal or state governmental body or any other person;

(iv) any act of God; or

(v) an earthquake.

B. the United States or the State discovers a condition at the Montrose NPL Site, that EPA, DTSC, or the Regional Board determines may be a threat to human health or welfare or the environment, and that was unknown to EPA, DTSC, or the Regional Board prior to the Date of Lodging of this Amendment.

18. The Settling Defendants reserve their right to contest any claims allowed by Paragraphs 16 and 17 of this Amendment and the Settling Defendants do not by consenting to this Amendment waive any defenses to such claims, except that the Settling Defendants covenant not to assert, and may not maintain, any defense or claim based upon principles of waiver, res judicata, collateral estoppel, issue preclusion, claim splitting, or other defense based upon any contention that the claims that are allowed by Paragraphs 16 and 17 were or should have been brought in the instant case. In the event that the United States or the State institutes proceedings under Paragraphs 16 or 17 of this Amendment, the Settling Defendants reserve the right to assert potential cross-claims, counterclaims or third party claims against the United States, the State, or any employee,

officer, agency or instrumentality thereof, relating to such claims asserted by the United States or the State, and the agencies or instrumentalities thereof. Nothing in this Amendment shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

COVENANTS BY SETTLING DEFENDANTS

19. Subject to the rights reserved in Paragraphs 13.C and 18, each Settling Defendant hereby covenants not to sue or to assert any administrative claim or cause of action of any kind against the United States, or any employee, officer, agency or instrumentality thereof, or the State, or any employee, officer, agency or instrumentality thereof (but not including counties, cities, local governmental entities or sanitation districts) with respect to the Montrose NPL Site, including but not limited to: (1) any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established pursuant to 26 U.S.C. § 9507, under Sections 106(b)(2), 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9611, 9612, or 9613, any claim pursuant to the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b) and 2671, et seq., or any claim arising from any express or implied contract pursuant to 28 U.S.C. § 1346(a)(2) or 28 U.S.C. § 1491(a)(1), or any claim pursuant to the California Hazardous Substance Account Act, California Health and Safety Code §§ 25300, et seq., or under any other provision of law; (2) any claim related to the Montrose NPL Site or the Montrose NRD Area under Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, against the United States, including any department, agency, or instrumentality of

the United States or the State, or any employee, officer, agency or instrumentality thereof (but not including counties, cities, local governmental entities or sanitation districts); or (3) any claims arising out of response activities at the Montrose NPL Site. Nothing in this Amendment shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

RETENTION OF RECORDS

20. A. Settling Defendants certify that they have provided the Governmental Parties with copies of all non-privileged documents which relate to the release of any hazardous substance to or from the Montrose NPL Site. In the event additional non-privileged documents which relate to the release of any hazardous substance to or from the Montrose NPL Site are discovered, the Settling Defendants further certify that they will provide copies of such documents to the Governmental Parties and such obligation shall survive the termination of this Amendment.

B. Until five years after the entry of this Amendment, the Settling Defendants shall preserve and retain all records and documents now in their possession or control or which come into their possession or control, that relate to the release of any hazardous substance to or from the Montrose NPL Site that the Settling Defendants believe are privileged or otherwise protected from disclosure, and that the Settling Defendants have not previously produced to the United States or the State. At the conclusion of this document retention period, the Settling Defendants shall notify the United States and the State at least

ninety (90) days prior to the destruction of any such records or documents. Thereafter, upon request by the United States and the State, the Settling Defendants shall either: (1) produce or make available any such records or documents at a mutually convenient time and place agreed upon by the Parties; or (2) assert that such documents, records and other information are privileged under attorney client privilege, or any other privilege or doctrine recognized under state or federal law, and at Plaintiffs' request, provide a privilege log. Such a privilege log shall provide the United States and the State with the following information: (1) title of document or record; (2) date of document or record; (3) name and position of the author of the document or record; (4) description of the subject of the document or record; and (5) the specific basis for the privilege or doctrine asserted. Also, if Plaintiffs institute any proceedings pursuant to paragraph 13 or 17, Plaintiffs may in that instance request the above-described privilege log.

COMPLIANCE WITH OTHER LAWS

21. This Amendment shall not be construed in any way to relieve the Settling Defendants or any other person or entity from the obligation to comply with any federal, state or local law.

RETENTION OF JURISDICTION

22. The Court shall retain jurisdiction of this matter for the purpose of entering such further order, direction, or relief as may be necessary or appropriate for the construction, implementation or enforcement of this Amendment.

AUTHORIZED REPRESENTATIVE

23. Each undersigned representative of a Party to this Amendment certifies that he or she is fully authorized to enter into the terms and conditions of this Amendment and to legally execute and bind that party to this Amendment.

MODIFICATION

24. The terms of this Amendment may be modified only by a subsequent written agreement signed by all of the Governmental Parties and the Settling Defendants signatory hereto, and approved by the Court as a modification to this Amendment.

PUBLIC COMMENT

25. The Governmental Parties and the Settling Defendants acknowledge that this Amendment will be subject to a 30-day public comment period as provided in 28 C.F.R. § 50.7. The Governmental Parties and the Settling Defendants further acknowledge that this Amendment may be the subject of a public meeting as specified in Section 7003 of RCRA, 42 U.S.C. § 6973. The Governmental Parties reserve the right to withdraw their consent to this Amendment if comments received disclose facts or considerations which show that this Amendment is inappropriate, improper or inadequate. The Settling Defendants consent to the entry of this Amendment by the Court without further notice.

CONTRIBUTION PROTECTION

26. The Governmental Parties acknowledge and agree that the payments made by the Settling Defendants pursuant to the 1992 Decree and this Amendment represent a good faith settlement and compromise of a disputed claim and that the settlement

represents a fair, reasonable and equitable discharge of liability for the matters addressed in this Amendment. With regard to claims for contribution against the Settling Defendants for matters addressed in this Amendment, the Governmental Parties and the Settling Defendants hereto agree that, as of the Date of Final Approval of this Amendment, the Settling Defendants are entitled to such protection as is provided in Section 113(f) of CERCLA, 42 U.S.C. § 9613(f), and any other applicable statute or other law limiting or extinguishing their liability to persons not party to this Amendment. For purposes of this Paragraph, the Governmental Parties and the Settling Defendants agree that "matters addressed in this Amendment" include: (1) Response Costs; and (2) Natural Resource Damages. Any rights Settling Defendants may have to obtain contribution or otherwise recover costs or damages from persons not party to this Amendment are fully preserved. No contribution protection is provided by this Amendment for any claim for Response Costs under CERCLA incurred in connection with the presence, release or threatened release of a hazardous substance outside the geographic boundaries of the Montrose NPL Site as those terms are defined herein.

VOIDABILITY

27. If for any reason the District Court, or upon appellate review, a higher court, should decline to approve entry of this Amendment in the form presented, this Amendment and the settlement embodied herein shall be voidable by written notice to the other Parties at the sole discretion of any party to this Amendment, and the terms hereof may not be used as evidence in any litigation or other proceeding. In the event this Amendment

is declared void, all terms and conditions of the 1992 Decree are and shall remain in full force and effect.

NOTICE

28. Any notice required hereunder shall be in writing and shall be delivered by hand, facsimile or overnight mail as follows:

Notice to Governmental Parties:

Chief
Environment and Natural Resources Division
Environmental Enforcement Section
U.S. Department of Justice
1425 New York Avenue, N.W.
Washington, D.C. 20005
Facsimile (202) 514-2583

Supervising Deputy Attorney General
Land Law Section
300 South Spring Street
Fifth Floor
Los Angeles, CA 90013
Facsimile (213) 897-2801

Notice to Settling Defendants:

Potlatch Corporation
601 West Riverside Avenue
Suite 1100
Spokane, Washington 99201
Attention: General Counsel
Facsimile: (509) 835-1561

Simpson Paper Company/Simpson Investment Company
1301 Fifth Avenue
Suite 2800
Seattle, WA 98101-2613
Attention: General Counsel
Facsimile: (206) 224-5059

Gregory R. McClintock
McClintock, Weston, et al.
444 South Flower Street
Forty-Third Floor
Los Angeles, CA 90071
Facsimile: (213) 623-0824

Rene P. Tatro
Tatro Coffino Zeavin Bloomgarden

1875 Century Park East
Suite 1220
Los Angeles, CA 90067
Facsimile: (310) 229-2491

Each party to this Amendment may change the person(s) it has designated to receive notice for that party, or the addresses for such notice, by filing a written notice of such change with the Court and serving said notice on each of the other parties to this Amendment.

29. By signature below, all Parties consent to this Amendment.

ORDER

THE FOREGOING Amendment to the May 19, 1992 Consent Decree among the Governmental Parties and the Settling Defendants is hereby APPROVED. There being no just reason for delay, this Court expressly directs, pursuant to Federal Rules of Civil Procedure 54(b), ENTRY OF FINAL JUDGMENT in accordance with the terms of this Amendment to the May 19, 1992 Consent Decree this 19 DAY OF August, 1998, that each of the Governmental Parties and the Settling Defendants bear its own costs and attorney's fees except as otherwise provided herein.

A. ANDREW HAUK
Senior United States District Judge
and
Chief Judge Emeritus

FOR THE UNITED STATES OF AMERICA:

WE HEREBY CONSENT to the entry of the Amendment to the May 19, 1992 Consent Decree in United States, et al. v. Montrose Chemical Corporation of California, et al., No. CV 90-3122-AAH (JRx), subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

DATE: 9/8/98

LOIS J. SCHIFFER
Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice

DATE: 9/4/98

ADAM M. KUSHNER
STEVEN O'ROURKE
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
Post Office Box 7611
Washington, D.C. 20044
(202) 514-4046

DATE: 9-18-98

KEITH TAKATA
Director, Superfund Division
United States Environmental Protection Agency, Region IX
75 Hawthorne Street
San Francisco, CA 94105

DATE: 9/18/98

JOHN J. LYONS
Assistant Regional Counsel
United States Environmental Protection Agency
Region IX
75 Hawthorne Street
San Francisco, CA 94105

FOR THE CALIFORNIA DEPARTMENT OF FISH AND GAME:

WE HEREBY CONSENT to the entry of the Amendment to the May 19, 1992 Consent Decree in United States, et al. v. Montrose Chemical Corporation of California, et al., No. CV 90-3122-AAH (JRx), subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

DATE: Sept. 11, 1998

JACQUELINE E. SCHAFER
Director of California
Department of Fish and Game

FOR THE CALIFORNIA STATE LANDS COMMISSION:

WE HEREBY CONSENT to the entry of the Amendment to the May 19, 1992 Consent Decree in United States, et al. v. Montrose Chemical Corporation of California, et al., No. CV 90-3122-AAH (JRx), subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

DATE: 8/19/98

Robert C. Hight

ROBERT C. HIGHT
Executive Officer of the State Lands Commission

FOR THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION:

WE HEREBY CONSENT to the entry of the Amendment to the May 19, 1992 Consent Decree in United States, et al. v. Montrose Chemical Corporation of California, et al., No. CV 90-3122-AAH (JRx), subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

DATE: 8/28/98

Patricia J. Megason

PATRICIA J. MEGASON
Director California Department of Parks and Recreation

FOR THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

WE HEREBY CONSENT to the entry of the Amendment to the May 19, 1992 Consent Decree in United States, et al. v. Montrose Chemical Corporation of California, et al., No. CV 90-3122-AAH (JRx), subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

DATE: 9/8/98

HAMID SAEBFAR
Chief, Site Mitigation Cleanup Operations, Southern California Branch A
California Department of Toxic Substances Control

FOR THE CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION:

WE HEREBY CONSENT to the entry of the Amendment to the May 19, 1992 Consent Decree in United States, et al. v. Montrose Chemical Corporation of California, et al., No. CV 90-3122-AAH (JRx), subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

DATE: August 19, 1998

DENNIS A. DICKERSON
EXECUTIVE OFFICER
Los Angeles Region, California
Regional Water Quality Control Board

FOR POTLATCH CORPORATION:

WE HEREBY CONSENT to the entry of the Amendment to the May 19, 1992 Consent Decree in United States, et al. v. Montrose Chemical Corporation of California, et al., No. CV 90-3122-AAH (JRx).

POTLATCH CORPORATION

By: x John M. Richards

DATE: September 3, 1998

NAME: John M. Richards

TITLE: Chairman of the Board and Chief Executive Officer

POTLATCH CORPORATION

FOR SIMPSON PAPER COMPANY:

WE HEREBY CONSENT to the entry of the Amendment to the May 19, 1992 Consent Decree in United States, et al. v. Montrose Chemical Corporation of California, et al., No. CV 90-3122-AAH (JRx).

DATE: August 31, 1998

By: C.R. Moseley

NAME: Colin Moseley

TITLE: Chairman

SIMPSON PAPER COMPANY

FOR SIMPSON INVESTMENT COMPANY:

WE HEREBY CONSENT to the entry of the Amendment to the May 19, 1992 Consent Decree in United States, et al. v. Montrose Chemical Corporation of California, et al., No. CV 90-3122-AAH (JRx).

DATE: August 31, 1998

NAME: Colin Moseley

TITLE: Chairman
SIMPSON INVESTMENT COMPANY