

1 | this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree;
2 | however, the Site Operator and IT, to the extent that IT is acting as Site Operator under this
3 | Consent Decree, may seek to have the Court construe the terms of this Consent Decree as
4 | provided in Section XIX (Dispute Resolution).

5 | **III. PARTIES BOUND**

6 | 2. This Consent Decree applies to and is binding upon the United States and the
7 | State of California, on behalf of the Department of Toxic Substances Control, the California
8 | Hazardous Substance Account, the California Hazardous Substance Cleanup Fund, the
9 | California Toxic Substances Control Account, the Regional Water Quality Control Board for
10 | the Central Valley Region, the State Water Resources Control Board, the Department of Fish
11 | and Game, and the State Lands Commission, and upon the Settling Parties, the Site Operator,
12 | IT, ITX, Trust I, Trust II, the Trustee, and AISLIC, and upon their successors and assigns.
13 | Any change in ownership or corporate status of the Settling Parties, the Site Operator, IT,
14 | ITX, the Trust I, Trust II, the Trustee, and AISLIC including, but not limited to, any transfer
15 | of assets or real or personal property, shall in no way alter their responsibilities under this
16 | Consent Decree, except as provided in Paragraph 3, below. However, in the event that the
17 | Policy is canceled as to the Site Operator before the Effective Date of the Consent Decree
18 | pursuant to Section VI, Paragraph G.4 of the Policy, then IT, ITX, and any other IT Parties
19 | (including without limitation IT Iron Mountain Operations LLC and IT Administrative
20 | Services LLC) shall not be bound by this Consent Decree or have any liability to any party
21 | hereto under this Consent Decree, and all references to them in this Consent Decree shall be
22 | disregarded and of no force or effect.

23 | 3. Transferability.

24 | A. General. The Site Operator may request that the Oversight Agency (as
25 | defined in Section IV of this Consent Decree) approve an assignment, delegation, or other
26 | transfer of the Site Operator's duties and obligations under this Consent Decree and the SOW

1 to a transferee. The Site Operator's obligations under this Consent Decree and SOW may not
2 be assigned without the written concurrence of the Oversight Agency.

3 B. Procedure. If the Site Operator makes a request for approval of a
4 transfer of its duties and obligations to a transferee other than IT, it shall submit information
5 sufficient to allow the Oversight Agency to make an informed decision as to whether the
6 proposed transfer of duties and obligations is acceptable and consistent with the terms and
7 purposes of this Consent Decree. The Oversight Agency will not unreasonably withhold
8 approval where the qualifications of the proposed transferee are equal or superior to those of
9 the Site Operator and are otherwise acceptable to the Oversight Agency. In making its
10 determination, the Oversight Agency may consider the following factors, or any combination
11 of them:

12 (1) The experience of the Oversight Agency or other government
13 agencies with the proposed transferee's performance, including the transferee's proclivity
14 towards claims and disputes;

15 (2) The business reputation of the proposed transferee;

16 (3) The longevity and stability of the proposed transferee, including
17 the proposed transferee's likely viability during the remaining term of the SOW;

18 (4) The proposed transferee's technical qualifications for performing
19 the Work required by the SOW;

20 (5) The proposed transferee's financial ability to successfully
21 complete the obligations of the SOW;

22 (6) The proposed transferee's financial ability to meet the financial
23 assurance requirements of the SOW and Consent Decree;

24 (7) The proposed transferee's financial ability to pay Stipulated
25 Penalties/Damages or other damages and amounts that could be assessed pursuant to the SOW;

26 (8) The continued responsibility of the Site Operator's corporate
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1 guarantor; or the financial strength of any proposed corporate guarantor of the proposed
2 transferee;

3 (9) The identity, qualifications, experience, organizational and
4 management skills of the proposed transferee's key project personnel;

5 (10) The proposed transferee's agreement to commit its key project
6 personnel to the Work;

7 (11) The proposed transferee's agreement to be bound by all of the
8 Site Operator's agreements under the Consent Decree and SOW; and

9 (12) Other relevant factors.

10 Any such request for approval shall be in writing and accompanied by: (1) audited financial
11 statements of the proposed transferee and any guarantor for its most recent completed fiscal
12 year and unaudited financial statements through the end of the proposed transferee's and any
13 guarantor's most recent fiscal quarter; (2) a statement of the qualifications of the proposed
14 transferee and any guarantor; (3) a statement of the identity, qualifications, experience and
15 organizational and management skills of the proposed transferee's key project personnel; and
16 (4) any other submissions considered appropriate by the proposed transferee.

17 C. Merger or Acquisition. If the Site Operator, or its corporate guarantor

18 (1) is merged into another corporation or legal entity;

19 (2) is purchased, or

20 (3) substantially all of its assets are purchased,

21 such merger or acquisition will be considered a transfer subject to approval under this
22 Paragraph. If the transfer effected by such merger or acquisition is not acceptable as a transfer
23 under this Paragraph, the Oversight Agency may elect to perform a work takeover under
24 Section 7.16 of the SOW.

25 D. Successor Trusts and Trustees. Trust I, Trust II, or Trustee may also
26 request that the Oversight Agency approve appointment of a successor Trustee or

1 establishment of a successor Trust and, in making any such request, shall furnish the
2 Oversight Agency with information sufficient to allow it to make an informed decision as to
3 whether the appointment of the proposed successor Trustee or establishment of the proposed
4 successor Trust is acceptable and consistent with the terms and purposes of this Consent
5 Decree.

6 E. Terms Applicable. In the event of the Site Operator's or corporate
7 guarantor's transfer of duties and obligations to a transferee, such duties and obligations shall
8 be transferred to the transferee consistent with the terms of the transfer as approved by the
9 Oversight Agency and, upon that occurrence, the Site Operator and/or corporate guarantor
10 shall be relieved of such duties and obligations pursuant to the terms of the transfer as
11 approved by the Oversight Agency. In the case of the appointment of a successor Trustee or
12 the establishment of a successor Trust, the successor Trustee or Trust shall succeed to all the
13 rights, title, duties, and obligations of its predecessor.

14 F. Dispute Resolution. Disputes concerning the transfer of the Site
15 Operator's duties and obligations, the appointment of a successor Trustee, or the establishment
16 of a successor Trust shall be resolved in accordance with Section XIX of this Consent Decree
17 (Dispute Resolution). In any such dispute, the Oversight Agency's determination that the
18 proposed transfer of the Site Operator or corporate guarantor's duties and obligations,
19 appointment of a successor Trustee, or establishment of a successor Trust is unacceptable and
20 inconsistent with the terms and purposes of this Consent Decree shall be accorded substantial
21 deference. Where the Site Operator or corporate guarantor notifies the Oversight Agency and
22 the Support Agency (as defined in this Consent Decree) that time is of the essence, the
23 Oversight Agency and the Support Agency will use best efforts to make as timely
24 determination as is practicable under the circumstances. If the proposed transfer is rejected by
25 the Oversight Agency (after consultation with the Support Agency as provided for by
26 Paragraph 13), the Site Operator or corporate guarantor may invoke Dispute Resolution under
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1 Paragraph 45.A of this Consent Decree.

2 G. Confirmation. At the end of the Performance Period (as provided in the
3 SOW) or upon any approved transfer of duties and obligations, appointment of a successor
4 Trustee, or establishment of a successor Trust, the Oversight Agency, Support Agency, and
5 the Site Operator, Trustee, or Trust, as appropriate, shall execute such documents, or join in
6 such further proceedings, as are appropriate and lawful, to confirm, effectuate, or recognize
7 any such proposed transfer of the Site Operator or corporate guarantor's duties and
8 obligations, appointment of a successor Trustee, or establishment of a successor Trust, as
9 agreed or as ordered by the Court under Section XIX of this Consent Decree.

10 IV. DEFINITIONS

11 4. Unless otherwise expressly provided herein, terms used in this Consent Decree
12 which are defined in CERCLA or in regulations promulgated under CERCLA shall have the
13 meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below
14 are used in this Consent Decree or in the appendices attached hereto and incorporated
15 hereunder, the following definitions shall apply:

16 "CERCLA" shall mean the Comprehensive Environmental Response, Compensation,
17 and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq.

18 "Consent Decree" shall mean this Consent Decree and all appendices attached hereto
19 (listed in Section XXIX). In the event of conflict between this Consent Decree and any
20 appendix, this Consent Decree shall control.

21 "Court" shall mean the United States District Court for the Eastern District of
22 California.

23 "CHSA" shall mean the California Hazardous Substance Account as defined in Section
24 25330 of the California Health and Safety Code.

25 "CHSCF" shall mean the California Hazardous Substance Cleanup Fund as defined in
26 Section 25385.3 of the California Health and Safety Code.

1 "CTSCA" shall mean the California Toxic Substances Control Account as defined in
2 Section 25173.6 of the California Health and Safety Code.

3 "CVRWQCB" shall mean the California Regional Water Quality Control Board for the
4 Central Valley Region and any predecessor and successor agency, officials and employees,
5 provided and to the extent that any such individuals were acting within the scope of their
6 duties and in their capacity as officials or employees.

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

12 "Day" shall mean a calendar day unless expressly stated to be a working day.
13 "Working day" shall mean a day other than a Saturday, Sunday, or state or federal holiday. In
14 computing any period of time under this Consent Decree, where the last day would fall on a
15 Saturday, Sunday, or state or federal holiday, the period shall run until the close of business of
16 the next working day.

17 "DFG" shall mean the California Department of Fish and Game and any predecessor
18 and successor agency, officials and employees, provided and to the extent that any such
19 individuals were acting within the scope of their duties and in their capacity as officials or
20 employees.

21 "DTSC" shall mean the California Department of Toxic Substances Control and any
22 predecessor and successor agency, officials and employees, provided and to the extent that any
23 such individuals were acting within the scope of their duties and in their capacity as officials
24 or employees.

25 "EPA" shall mean the United States Environmental Protection Agency and any
26 successor departments or agencies of the United States.

1 "Effective Date" shall mean the date defined in Section XXVII of this Consent Decree.

2 "Interest" shall mean interest at the rate specified for interest on investments of the
3 Hazardous Substance Superfund established under Subchapter A of Chapter 98 of Title 26 of
4 the U.S. Code, compounded on October 1 of each year, in accordance with 42 U.S.C.
5 § 9607(a).

6 "IT" means IT Corporation, a California corporation, which is a subsidiary of ITX.

7 "IT Parties" means ITX and its subsidiary corporations, as well as any predecessors or
8 successors thereof, to the extent of any derivative liability attributable to any such entities; the
9 Site Operator (if an affiliate of one or more of the IT Parties described herein), as well as any
10 successors; and each of their respective officers, directors, and employees, members, and
11 managers, provided and to the extent that any such individuals were acting within the scope of
12 their duties and in their capacity as officers, directors, or employees, members, or managers.

13 "ITX" means The IT Group, Inc. a Delaware corporation, which is jointly and
14 severally liable with the Site Operator under this Consent Decree.

15 "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous
16 Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA,
17 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

18 "Natural Resources" shall have the meaning provided in Section 101(16) of CERCLA,
19 42 U.S.C. § 9601(16), and as used in Section 311 of the Clean Water Act, 33 U.S.C. § 1321,
20 and under applicable provisions of state law.

21 "Natural Resource Damages" shall mean damages, including the costs of damage
22 assessment, recoverable under Section 107 of CERCLA, 42 U.S.C. § 9607, Section 311 of the
23 Clean Water Act, 33 U.S.C. § 1321, and applicable provisions of state law, for injury to,
24 destruction of, or loss of any and all Natural Resources.

25 "Natural Resource Trustees" as used in this Consent Decree shall mean the United
26 States Department of the Interior through the United States Fish and Wildlife Service, the

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1 United States Bureau of Land Management, the United States Bureau of Reclamation, and the
2 National Park Service; the National Oceanic and Atmospheric Administration; and DFG.

3 "Oversight Agency" shall mean the agency (ies) of the United States or the State of
4 California that serves as the "lead agency" within the meaning of the NCP.

5 "Paragraph" shall mean a portion of this Consent Decree identified by an arabic
6 numeral or an upper case letter.

7 "Parties" shall mean the United States; the State of California, on behalf of DTSC, the
8 CHSA, the CHSCF, the CTSCA, the CVRWQCB, DFG, the State Water Resources Control
9 Board ("SWRCB"), and the State Lands Commission ("SLC") ("the State agencies"); the
10 Settling Parties; the Site Operator, IT, ITX, Trust I, Trust II, the Trustee, and AISLIC.

11 "Plaintiffs" shall mean the United States and the State of California on behalf of DTSC
12 and the CVRWQCB.

13 "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901 et
14 seq. (also known as the Resource Conservation and Recovery Act).

15 "Records of Decision" or "RODs" shall mean RODs 1-4, and all attachments thereto.
16 RODs 1-4 are attached as Appendices A-D to this Consent Decree.

17 "Released Parties" means the Settling Parties and Aventis CropScience USA, LP,
18 Rhodia, Inc., Imperial Chemical Industries PLC, ICI International Investments, Inc., Zeneca
19 Holdings, Inc., Stauffer Chemical Company (a former corporation organized under the laws of
20 the State of Delaware), Mountain Copper Company, Ltd.(a former corporation organized
21 under the laws of Great Britain), Mountain Copper Company of California (a former
22 corporation organized under the laws of the State of California), and Iron Mountain
23 Corporation (a former corporation organized under the laws of the State of California),
24 together with any of their predecessor or successor entities, and direct or indirect parents or
25 subsidiaries, to the extent of any derivative liability attributable to any such entities, and
26 further includes any of such entities' current or former officers, directors, and employees.

1 provided and to the extent that any such individuals were acting within the scope of their
2 duties and in their capacity as officers, directors, or employees.

3 "Section" shall mean a portion of this Consent Decree identified by a roman numeral.

4 "Settling Defendant" means defendant Aventis CropScience USA Inc., formerly known
5 as Stauffer Chemical Company, Rhône-Poulenc Basic Chemicals Company, and
6 Rhône-Poulenc, Inc.

7 "Settling Parties" means the Settling Defendant, Stauffer Management Company, and
8 Atkemix Thirty-Seven Inc. (a wholly owned subsidiary of Stauffer Management Company),
9 together with any of their predecessor or successor entities, and direct or indirect parents or
10 subsidiaries, to the extent of any derivative liability attributable to any such entities, and
11 further includes any of such entities' current or former officers, directors, and employees,
12 provided and to the extent that any such individuals were acting within the scope of their
13 duties and in their capacity as officers, directors, or employees.

14 "Site" shall mean, for purposes of this Consent Decree, the Iron Mountain Mine
15 Superfund Site, located in Shasta County, California, approximately 9 miles northwest of the
16 City of Redding, California, including without limitation approximately 8,000 acres of land
17 that includes the mining property on the topographic feature known as Iron Mountain, several
18 inactive underground and open pit mines, numerous waste piles, abandoned mining and
19 smelter facilities, abandoned transportation facilities (including without limitation rail sidings
20 at Matheson and Keswick, the tramway from the Richmond mine to Matheson, and the former
21 rail line from Keswick to the Iron Mountain mine), mine drainage treatment facilities, the
22 downstream reaches of Boulder Creek, Slickrock Creek, and Spring Creek, the Spring Creek
23 Reservoir, the Spring Creek Debris Dam, and Keswick Reservoir (collectively, the "Iron
24 Mountain Mine Property"), together with all locations (including without limitation any
25 locations in or beyond the Sacramento River) where Waste Materials from the Iron Mountain
26 Mine Property have spread or migrated by surface water, groundwater, air dispersion, or other

1 medium. The Site also includes the Land as defined in Paragraph 6.E. The Iron Mountain
2 Mine Property and surrounding portions of the Sacramento River watershed are generally
3 depicted on the map attached hereto as Appendix F.

4 "Site Operator" shall mean IT Iron Mountain Operations LLC, a Delaware limited
5 liability corporation, and any successor thereto selected in accordance with the terms of this
6 Consent Decree and the SOW. "Site Operator" also includes IT or AISLIC to the extent that
7 IT or AISLIC acts as Site Operator under this Consent Decree. In the event that the Policy is
8 canceled as to the Site Operator under Section VI, Paragraph G.4 of the Policy, prior to the
9 Effective Date of the Consent Decree, then AISLIC shall be obliged to secure a replacement
10 Site Operator acceptable to the United States and the State agencies, as provided in the Policy.
11 Until such a replacement Site Operator is approved by the United States and the State
12 agencies, AISLIC will be the Site Operator under this Consent Decree and the SOW.

13 "SLC" shall mean the State Lands Commission and any predecessor and successor
14 agency, officials and employees, provided and to the extent that any such individuals were
15 acting within the scope of their duties and in their capacity as officials or employees.

16 "SOW Response Costs" means those costs defined in Paragraph 34 of Section 2 of the
17 Statement of Work.

18 "State" shall mean the State of California and all of its agencies, officials and
19 employees, provided and to the extent that any such individuals were acting within the scope
20 of their duties and in their capacity as officials or employees.

21 "The State agencies" shall mean DTSC, the CHSA, the CHSCF, the CTSCA, the
22 CVRWQCB, DFG, the SWRCB, and the SLC.

23 "The State plaintiffs" shall mean DTSC and the CVRWQCB.

24 "Statement of Work" or "SOW" shall mean the statement of work for implementation
25 of activities at the Site, as set forth in Appendix E to this Consent Decree, and any
26 modifications thereto made in accordance with this Consent Decree and the SOW.

1 "Support Agency" means the agency or agencies of the United States or the State of
2 California that support the activities of the Oversight Agency in accordance with the NCP.

3 "SWRCB" shall mean the State Water Resources Control Board and any predecessor
4 and successor agency, officials and employees, provided and to the extent that any such
5 individuals were acting within the scope of their duties and in their capacity as officials or
6 employees.

7 "Trust I" means the Iron Mountain Mine Remediation Trust I, established pursuant to,
8 and governed by, the laws of the State of California and established to qualify as a trust
9 established pursuant to Section 468B of the United States Internal Revenue Code, which shall
10 hold certain rights, title, and other interests with respect to certain plant and fixed equipment
11 at the Site.

12 "Trust II" means the Iron Mountain Mine Remediation Trust II established pursuant to,
13 and governed by, the laws of the State of California and established to qualify as a trust
14 established pursuant to Section 468B of the United States Internal Revenue Code.

15 "Trustee" means IT Administrative Services LLC, or any successor thereto selected in
16 accordance with the terms of this Consent Decree, or Trust I or Trust II.

17 "United States" shall mean the United States of America and its departments and
18 agencies.

19 "Waste Material" shall mean (1) any "hazardous substance" under Section 101(14) of
20 CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33) of
21 CERCLA, 42 U.S.C. § 9601(33); (3) any "solid waste" under Section 1004(27) of RCRA,
22 42 U.S.C. § 6903(27); and (4) any "hazardous waste," "hazardous substance," "hazardous
23 material," "waste," "pollutant," "contaminant," "mining waste," "pollution," or
24 "contamination" under California Health & Safety Code §§ 25117, 25260, and 25316,
25 California Water Code § 13050, and any provision of the California Fish & Game Code.

26 "Work" shall mean all activities required to be performed by the Site Operator under
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1 this Consent Decree and the SOW, except those required by Section XXV (Retention of
2 Records).

3 V. GENERAL PROVISIONS

4 5. Objectives of the Parties. The objectives of the Parties in entering into this
5 Consent Decree are to protect public health or welfare or the environment at the Site, to effect
6 a release of the claims of the United States and the State agencies against the Released Parties,
7 as set forth in Section XXI of this Consent Decree (Covenants by the United States and the
8 State agencies), and to effect a release of the claims of the Released Parties against the United
9 States and the State agencies as set forth in Section XXII of this Consent Decree (Covenants by
10 Settling Defendants), all as provided in this Consent Decree.

11 6. Payment and Other Obligations of the Settling Parties

12 The Settling Parties shall pay a total amount consisting of the payments set forth
13 in Paragraphs 6.A and 6.B, below, which payment obligations, at the Plaintiffs' direction,
14 shall be satisfied as follows:

15 A. (1) Not later than 30 days after the Effective Date of this Consent
16 Decree, the Settling Parties shall pay the sum of \$18,718,091 (minus credits as set forth in
17 Paragraph 6.A.(3), below) into an escrow account bearing interest on commercially reasonable
18 terms, in a federally-chartered bank. Such monies shall remain in escrow and may not be
19 withdrawn by the Settling Parties, unless the Consent Decree has been voided pursuant to
20 Paragraph 110; in that event, all monies paid into escrow shall be returned to the Settling
21 Parties together with accrued interest thereon. Within 15 days after the Date of Final
22 Approval of this Decree, the Settling Parties shall cause the monies in escrow, together with
23 accrued interest, to be paid as set forth below:

24 (a) \$8.0 million, together with accrued interest, shall be paid
25 to the Department of the Interior, on behalf of the state and federal Natural Resource Trustees
26 for the purposes set forth in Section XXXIII of this Consent Decree, by Electronic Funds
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