

MEMORANDUM OF AGREEMENT BETWEEN
THE NATURAL RESOURCE TRUSTEES AND HONEYWELL INTERNATIONAL
REGARDING THE LCP SITE, BRUNSWICK, GEORGIA

Section One: Introduction and Background

I. Introduction

This Memorandum of Agreement (MOA) is by and between the Georgia Department of Natural Resources ("Georgia"), the National Oceanic and Atmospheric Administration of the United States Department of Commerce ("NOAA"), and the United States Department of the Interior, acting by and through the United States Fish & Wildlife Service, ("USDOI"), (collectively, "the Trustees") and Honeywell International Inc. ("Honeywell"). The Trustees and Honeywell are hereinafter collectively referred to as "the Parties." The provisions of this MOA shall apply to, and be binding upon, the Parties to this MOA, their agents, successors and assigns.

The Trustees enter into this MOA in furtherance of their responsibilities to evaluate and, if appropriate, assert claims for damages for injury to, destruction of, or loss of natural resources and/or natural resource services resulting from the release of hazardous substances, and to plan and implement actions to restore, replace, or acquire the equivalent of the injured resources or resource services using the recovered damages. Natural resources subject to this MOA include all natural resources as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 *et seq.* which belong to, are managed by, held in trust by, appertain to, or are otherwise controlled by the Trustees.

II. Historical Background

The LCP Site was placed on the National Priorities List in June, 1996 (61 Fed. Reg. 30510). Honeywell and other parties including but not limited to LCP, Dixie O'Brien, Atlantic Richfield Company ("ARCO") and Georgia Power Company ("Georgia Power") have been identified as potentially responsible parties ("PRPs") under CERCLA. CERCLA PRPs are potentially liable for releases of hazardous substances from the LCP Site affecting natural resources as described above. Honeywell, ARCO and Georgia Power, working with the United States Environmental Protection Agency ("EPA") are presently concluding a Remedial Investigation and Feasibility Study ("RI/FS") in order to determine the nature and extent, including associated ecological risks, of the releases from the LCP Site and to provide for the appropriate remediation thereof. Honeywell, ARCO and Georgia Power, have conducted removal and remedial actions at the LCP Site pursuant to EPA Administrative Orders.

For the purposes of this MOA, references to the "LCP Site" shall include any location at which hazardous substances released from and at the LCP Property have come to be located. The LCP Property is described on Attachment A to this MOA.

III. Authority

The Trustees enter into this MOA in accordance with the legal authorities provided to each Trustee by §107(f) of CERCLA, 42 U.S.C. §9607(f), and any other applicable federal and state laws including Subpart G of the NCP, 40 C.F.R. §300.600-300.615, and the Natural Resource Damage Assessment Regulations at 43 C.F.R. Part 11. The National Contingency Plan (NCP), 40 C.F.R. Section 300.615(d)(2) provides Trustees and Potentially Responsible Parties (PRPs) the opportunity to negotiate cooperative agreements that establish the terms of PRP-financed or PRP-conducted assessments. The CERCLA natural resource damage assessment and restoration regulations also contemplate PRP-financed and/or PRP-conducted assessments.

IV. Purpose

It is the Parties' intention to develop a process that serves their commitment to a cooperative approach and that is sufficiently flexible to accommodate additional participants and experience gained in the assessment process. This MOA is intended to provide for the development of a cost-effective and efficient process to determine and quantify injury to, destruction of, or loss of natural resources and/or services and determine and implement the most appropriate approach to restore, replace, rehabilitate, or acquire the equivalent of those natural resources and/or services.

A purpose of this MOA is to recognize, and facilitate coordination and cooperation with respect to, the Parties' common interests in:

- 1) Determining whether natural resources have been affected as a result of releases at or from the Site;
- 2) Compensating the Trustees for specific costs incurred in conducting their natural resource damage assessment and restoration responsibilities; and,
- 3) If a determination is made that natural resources and/or their services have been injured, evaluating and negotiating an agreement relating to restoration of those injured natural resources and natural resource services.

An additional purpose of this MOA is to provide a framework for a cooperative assessment of damages resulting from the LCP Site, and cooperative development of restoration strategies, where appropriate. Specifically, this MOA is intended to serve the common interests of the Parties by outlining cooperative mechanisms to achieve:

- (1) Coordination of appropriate data collection and assessment activities in order to determine the nature, extent and severity of any injuries to natural resources and/or natural resource services as a result of releases at or from the LCP Property;
- (2) Integration, to the extent practicable, of natural resource assessment and restoration activities with the remedial process currently underway at the Site;
- (3) Establishment of mechanisms for PRP-financed cooperative assessment and restoration activities; and

- (4) Facilitation of the resolution of any claims for natural resource damages arising from the releases at or from the LCP Property, including those claims that may be residual to remedial actions.

Section Two: Establishment of A Coordinating Committee

I. General Purpose

To advance the purposes of this MOA, and in exchange for the mutual considerations contained herein, the Parties agree to establish a Coordinating Committee ("the Committee") that shall consist of one representative of each of the Parties. Each representative may bring such advisers to meetings as deemed appropriate. The Committee shall be chaired by a Trustee representative.

The Parties agree that the Trustees retain the right to make all final decisions with regard to the discharge of their duties under CERCLA and other applicable law.

II. Agreement to Use Good-Faith Efforts to Reach Consensus

In conducting its duties, the Committee shall use its best efforts to reach consensus. For the purposes of this MOA, consensus means an agreement of all Parties that they can support an idea, proposal, alternative, or recommendation -- recognizing that not every Party supports every idea, proposal, alternative or recommendation with equal enthusiasm. The Parties will use good faith efforts to reach consensus on the processes, studies, or other actions necessary to 1) define and implement an appropriate assessment process for the Site and 2) define and implement an appropriate restoration strategy for the Site, to the degree that such restoration is necessary.

III. Designation of Coordinating Committee Members

Each Trustee hereby designates the technical contact person listed below as its representative member of the Coordinating Committee, and as its representative to implement this MOA on its behalf. Each Trustee also hereby designates a legal contact person. All written communications, submission of data and notices of a technical nature shall be sent to the technical contact person and all written communications, submission of data and notices of a legal nature shall be sent to the legal contact person. A Trustee may change its designated representatives by providing written notice of such a change to the other members of the Coordinating Committee.

Honeywell hereby designates the following technical contact person listed below as its representative member of the Coordinating Committee, and as its representative to implement this MOA on its behalf. Honeywell also hereby designates its legal contact person. All written communications, submission of data and notices of a technical nature shall be sent to the technical contact person and all written communications, submission of data and notices of a legal nature shall be sent to the legal contact person. Honeywell may change its designated representatives by providing written notice of such a change to the other members of the Coordinating Committee.

DESIGNATED MEMBERSHIP OF COORDINATING COMMITTEE AND LEGAL CONTACTS:Coordinating Committee Member For DNR:

Bill Mundy
Program Manager II
Hazardous Waste Management Branch
Environmental Protection Division
Floyd Towers East, Suite 1154
2 Martin Luther King, Jr. Blvd.
Atlanta, GA 30334
404-657-8616
404-651-9425 (fax)

Legal Contact for DNR

Timothy J. Ritzka, Esq.
State of Georgia
Assistant Attorney General
40 Capital Square, SW
Atlanta, GA
30334-1300
404-657-3976
404-651-6341 (fax)

Coordinating Committee Member for USFWS:

Keith Hastie
United States Fish and Wildlife Service
247 South Milledge Avenue
Athens, GA 30605
706-613-9493, Ext. 27
706-613-6059 (fax)

Legal Contact for USFWS:

Harriet M. Deal, Esq.
United States Department of the Interior
Regional Solicitor's Office
75 Spring Street, SW, Room 304
Atlanta, GA 30303
404-331-4447 (ext. 231)
404-730-2682

Coordinating Committee Member for NOAA:

Norman Meade
Damage Assessment Center
1305 East West Highway
Silver Spring, MD 20910
301-713-3038 (ext. 201)
301-713-4387 (fax)

Legal Contact for NOAA:

Sheila O'Brien, Esq.
9721 Executive Center Dr. N.
Suite 137
St. Petersburg, FL 33702
727-570-5587
727-570-5376 (fax)

Coordinating Committee Member For Honeywell:

Mark Kamilow
Honeywell International
P.O. Box 1139
Morristown, NJ 07962-1139
973-455-2119
973-455-3082 (fax)

Legal Contact for Honeywell

Charles H. "Chet" Tisdale, Esq.
King & Spalding, LLP
191 Peachtree Street
Atlanta, GA 30303-1763
404-572-4820
404-572-5139 (fax)

David P. Cooke, Esq.
Honeywell International
P.O. Box 2245
Morristown, NJ 07962-2245
973-455-2817
973-455-5904 (fax)

IV. Duties of the Coordinating Committee

The functions of the Coordinating Committee shall include, but not necessarily be limited to the following:

1. Identification of potential injuries to be evaluated;
2. Development and implementation of cooperative assessment plans for injury determination, quantification and restoration scaling;
3. Evaluation of existing data to determine its suitability for injury determination, quantification and restoration scaling and development of plans for obtaining additional data, as required;
4. Identification of opportunities for coordinating remedial and assessment activities;
5. Evaluation of projects and development of plans for the restoration of any injured resources;
6. Resolution of disputes related to this MOA as provided in the dispute resolution provisions below; and
7. Development and implementation of public participation activities.

The Committee may establish Technical Working Groups to assist it in assessment or restoration activities, as necessary.

Section Three: Agreement on Cooperative Studies

I. General Purpose of Cooperative Studies

The Parties agree that there is a need to collect data and conduct assessments. To avoid duplication of effort and to reduce overall assessment costs, the Parties shall attempt to reach consensus on: 1) data collection protocols and data requirements, 2) assessment and restoration scaling methods, 3) restoration implementation plans, 4) quality assurance/quality control standards, 5) selection of principal investigators and their assistants, and 6) use of existing data and studies, where appropriate.

The Parties stipulate that the process for natural resource damage assessment described in this MOA, including all incorporated Attachments, represent appropriate and reliable scientific methodologies for determining natural resource injuries and losses attributable to the LCP Site and for determining appropriate restoration measures.

The Parties further agree to utilize methods and models for assessment that represent appropriate and reliable scientific methodologies for determining injuries and appropriate restoration measures with respect to the LCP Site. It may be necessary to work with several methods and models before determining the most appropriate method or model. Once agreement is reached to use a particular method or model, such agreement will be incorporated as an attachment to this MOA.

II. General Procedures for Cooperative Studies

A. Procedures for Proposal of a Cooperative Study:

Any Coordinating Committee member may propose a Cooperative Study. Such member who wishes to propose a study shall produce a "Proposed Cooperative Study Plan" which shall include, at a minimum, a description of the following components of the proposed Cooperative Study:

1. Purpose and Need
2. Study Design/Methods
3. Qualifications for, or designation of, a Principal Investigator
4. Analytical Procedures to be conducted
5. Quality Assurance/Quality Control plan (QA/QC)
6. Work Product expected
7. Expected Duration
8. Budget

Upon completion and review of the Proposed Cooperative Study Plan, the Committee may agree, by unanimous consent, to implement the Cooperative Study in accordance with the proposed Plan, or to implement the proposed Study in accordance with a modification agreed to by unanimous consent of the Committee. Upon unanimous agreement of the Committee, the Proposed Cooperative Study Plan will become a Final Cooperative Study Plan. (hereinafter, "Study").

A final Plan for each Study implemented under this MOA shall be attached to this MOA, and all work or contracts related to the implementation of a Study must be in accordance with the requirements of this MOA.

The Parties agree that, unless otherwise agreed to, all aspects of a Study, including but not limited to the eight components of a Study Plan discussed above, may be subject to public access and information availability requirements under applicable State and Federal law.

B. Designation of Study Contacts:

A representative of each of the Parties may be designated as a contact point for issues related to a particular Study, and that representative will be known as the "Study Contact" with respect to that Study.

C. Procedure for Modification of a Cooperative Study Plan

If a Party decides to modify a Study, the Party requesting such modification will notify the respective Study Contacts and describe the modification prior to implementation. Approval to modify a Cooperative Study Plan requires unanimous consent of the associated Study Contacts. Such consent on behalf of each of the Study contacts may be given either orally or through written means.

D. Procedure for Selection of Principal Investigator to Conduct Cooperative Studies

Performance of all or part of a cooperative study shall be undertaken by a mutually agreed upon Principal Investigator. A Principal Investigator may be an employee of, or contracted representative of, any of the Parties. Selection of a Principal Investigator(s) shall require unanimous consensus of the Coordinating Committee and documentation by written agreement among all of the Parties. The Parties agree that, prior to retention of a mutually agreed upon Principal Investigator(s), such Principal Investigator(s) must disclose to the Parties potentially conflicting relationships. The Parties further agree to require that all contracts for services of a Principal Investigator(s) shall contain reasonable and appropriate strictures and controls to prevent the transfer of privileged or confidential information to any Party outside this MOA, until such time as the information is made part of the Administrative Record, unless required by statute or judicial order.

E. Cooperative Study Dispute Resolution:

Any disputes arising from the conduct or implementation of a Study; or the methodology of such a proposed or agreed-to study; or the compliance of a Study with established protocols, shall first be addressed by the Technical Working Group established to implement such Study. If the Technical Working Group in question cannot adequately resolve the dispute within fifteen (15) working days, or if no Technical Working Group has been designated to oversee and implement the Study, then the matter will be referred to the Coordinating Committee for resolution. To the extent practicable, notice of a dispute shall be provided at least thirty (30) calendar days prior to the initiation of any field, analytical, or other assessment work that is the subject of the disagreement. Study implementation shall continue during the period of dispute unless the Trustees provide a notice of suspension to the Principal Investigator of the Cooperative Study. Any further disputes with respect to Cooperative Studies, or any other matter disputed in the course of implementing this MOA, will be resolved in accordance with Section Six: "Dispute Resolution" of this MOA.

F. Withdrawal of Funding for A Cooperative Study Plan:

Honeywell shall not be released from its obligation to fund a Study: (1) so long as the study is conducted consistently with an established Final Cooperative Study Plan, and/or modifications of that Study made in accordance with the provisions of this MOA; and (2) so long as the study or the continuation of such study is an appropriate and reliable scientific methodology for determining natural resource injuries and losses attributable to the site or for determining appropriate restoration measures. If Honeywell refuses to continue to fund an agreed-upon Cooperative Study, the Trustees reserve the right to fund the study and to seek reimbursement for such costs from Honeywell.

G. Finalization of Cooperative Study:

Upon completion of a Study, the Principal Investigator shall produce a draft Report describing the study and its conclusions and provide copies of that report to each member of the Coordinating Committee. The Coordinating Committee will review such Report, including review of any comments submitted to the Committee from members of the Committee with regards to the Report, and provide comments, questions, or recommendations for suggested revision to the Principal Investigator. With reference to the Report, the Principal Investigator shall consider all comments submitted to it from Committee members, and explain, in writing,

why any comments were rejected. Following such a comment period, the Principal Investigator shall produce and provide to the Committee members a final Report of the Cooperative Study. Timelines for providing draft and final reports, submitting comments and considering comments will be established for each Cooperative Study by the Technical Working Group for that Study, on a case-by-case basis.

H. Use of Existing Data and Studies:

The Parties shall develop an inventory of existing data and studies. Such existing data and studies may be utilized, where appropriate, in whole or in part, if agreed to by all of the parties, to avoid duplication and to take advantage of the work previously performed at the Site.

I. Contracting Agreements with Respect to Cooperative Study Plans

The Parties agree that no one Party to this Agreement shall exclusively manage or initiate all of the contracts associated with Cooperative Study Plans. For those studies where Honeywell contracts with a third party and/or Principal Investigator, Honeywell shall pay the party conducting the study in accordance with the budget for the study and the provisions of the contract(s). For those studies where a Trustee performs a study and/or contracts with a third party or Principal Investigator, Honeywell shall reimburse the Trustee in accordance with the budget for the study and the provisions of the contract(s). Multi-year contracts and/or study budgets may be authorized as one-time only expenditures and will not require budgetary approval on an annual basis, so long as the approved budget is adhered to. Payment in accordance with the budget shall be made only if the work is consistent with the budget and the agreed to Cooperative Study Plan.

III. Procedures Relating to Cooperative Study Data

The Parties agree that any data collected pursuant to a Cooperative Study, and any existing data which the parties agree to use, including the associated study design, data collection methodologies, and quality assurance procedures, shall be admissible evidence in any civil judicial or administrative proceeding between or among the Parties relating to natural resource damages arising from the LCP Site.

A. Data Collection, Availability, Quality Control and Retention

i. Notice of Data Collection Activities

The Study Contacts, or their agents and/or designees, may be present during the data collection phase of any Study. Notice of proposed data collection activities must be made to the appropriate Study Contacts no less than ten (10) working days before such activities are conducted. The Study Contacts are responsible for providing this notice of data collection activities to their respective agency or organization. The Study Contacts, and/or their designees, shall have the right to observe and review the performance of all laboratory work conducted during implementation of a Study to the extent permitted by laboratory protocols.

ii. Data Collected by Human Respondents:

The Parties may agree, in the case of data collection from human respondents (such as surveys or interviews), that the presence of all Parties and the sharing of complete data may impede the

collection of accurate, complete and candid responses. In such cases, the Parties shall agree on procedures for collection and sharing of such data that depart from the requirements of the previous paragraph (such as limiting the number of individuals present, including representatives of Honeywell, employing neutral interviewers using established, reliable, scientific methodologies for questions asked in surveys, aggregation of data prior to dissemination to protect the confidentiality of individual respondents, etc.) to the extent necessary to promote the accuracy and candor of the responses.

iii. Data Availability:

Any data collected or records generated in the course of implementation of a Study shall be available to the Study Contacts, and/or their designees. Such data shall be available in both paper and electronic format. The Study Contacts, Technical Working Group and Coordinating Committee shall have unencumbered access to, and free use of, all data collected during the course of a Cooperative Study.

Upon completion of all of the elements of a Study, the Study Contacts shall be provided, within a reasonable time frame and simultaneously, with a summary report of the data resulting from such Study, including all "raw data" generated. Each Study Contact will provide notice to their respective agency of the availability of such raw data. Raw data is not necessarily to be considered validated data.

iv. Quality Assurance/Quality Control:

All data collection activities pursuant to a Cooperative Study must be in accord with the Quality Assurance/Quality Control (QA/QC) Plan identified in the Study Plan established by the Technical Working Group. Any Party who wishes to assert that a Study is not being conducted in accordance with the established QA/QC procedures must provide written objection to such activities, along with a detailed description of the basis for such objection, within ten (10) days, of learning of such potential discrepancies relating to QA/QC procedures, to the Coordinating Committee. The Coordinating Committee may, at its discretion, determine whether or not the Study shall continue in light of such objections.

v. Data Retention:

All samples taken in the course of a Cooperative Study, or records or data generated in the course of such Study, shall be retained, unless and until otherwise agreed to in writing by the Technical Working Group. The method and duration of such retention, and the selected repository of the samples, shall be specified in the QA/QC plan, when practicable. The Technical Working Group may revisit the retention standards specified in a QA/QC plan, where appropriate, after completion of each Study.

B. Interpretation of Data

i. Agreement to Employ Good Faith Efforts:

The Parties will employ good faith efforts to reach agreement on the interpretation of data or other information generated in the course of a Study.

ii. Report of Findings:

Within ninety (90) days following submission of a Final Report by the Principal Investigator of the Study to the Coordinating Committee, the Coordinating Committee shall in good faith seek to reach an agreement in a "Report of Findings and Conclusions" with respect to any Cooperative Study, which interprets data and reaches conclusions. If an agreement is reached on all or part of the findings and conclusions, the Parties will enter into a stipulation with respect to the agreed upon findings and conclusions. This stipulation will be binding on the Parties. The Parties shall explain the basis for any disagreement on any finding or conclusion.

iii. Reservation of Rights With Respect to Data Interpretation:

Each Party to this MOA reserves its right to produce separate findings and conclusions with respect to the data analysis and data interpretation relating to any Study. In the event that the Parties fail to reach consensus on the interpretation of, and conclusions to be drawn from, data collected during such a Study, the Parties expressly reserve the right to produce and present separate and independent interpretations and conclusions concerning such data.

Section Four: Agreement on Implementation of Independent Studies

While this MOA remains in effect, the Parties agree not to undertake any independent injury assessment or quantification study unless such study proposal has been first presented to the Coordinating Committee for consideration as a Cooperative Study. If the Coordinating Committee rejects the study proposal, or is otherwise unable to reach consensus, a Party may conduct an independent study. The Parties agree that any Party conducting such an independent study will notify the Committee of its decision to proceed with an independent study and the conduct and implementation of any independent study or assessment activity, by a Party to this MOA, shall be subject to the access, observation, and data sharing requirements of this MOA. The Trustees reserve the right to fund an independent study, in accordance with the provisions of this Agreement, and to seek reimbursement for such costs from Honeywell. Any independent assessment activity or study which is conducted by a Party to this MOA during the term of this MOA without presentation to the Coordinating Committee for a cooperative study or activity, shall not be used by any Party to this MOA for the assessment of injuries pursuant to, or within the scope of, this MOA. Each Party reserves the right to conduct studies, as appropriate, in the event that this MOA is terminated. Notwithstanding any of the above, the Parties, upon unanimous agreement, may stipulate that data resulting from independent studies conducted by a Party to this MOA or another entity may be used to assess injuries pursuant to, or within the scope of, this MOA.

Section Five: Cooperative Funding Agreement

I. Agreement on General Principles

The payment of any costs and expenses under this article is without prejudice to any Trustee claims for assessment costs, or any defenses thereto, which are beyond the funding levels provided from time to time under this MOA or have been or are incurred outside the scope or

effective period of this MOA. Honeywell further agrees to reimburse the Trustees for the reasonable costs associated with drafting and negotiating this MOA.

II. Funding of Specific Studies and Work

Honeywell agrees to fund specific studies and work agreed to pursuant to this MOA. Funding shall be established pursuant to a budget for agreed to studies and work. Honeywell agrees to provide funds for costs and expenses incurred by the Trustees for administrative and oversight costs associated with the studies and other specific tasks. Trustee costs may include, but are not limited to, travel expenses, personnel costs, including the Trustees' attorney costs, oversight costs, administrative costs, overhead and indirect charges. Trustees' costs shall be limited to those costs that are reasonably necessary to implement the work agreed to in this MOA.

III. Determination of Budget for Specific Work

Honeywell and the Trustees agree to meet following the execution of this MOA to discuss and agree upon funding levels necessary for specific studies and work to be performed during the first year. Thereafter, annual meetings to discuss funding and agree on budgets shall be held each year. A budget for each study and other work shall be developed and agreed upon by the Parties in advance of the study and work. Agreed-upon funding levels, payment dates, means by which payment shall be made, and means by which costs and expenses shall be accounted for shall all be provided in annual attachments to this MOA. As soon as any Trustee determines that its reasonable costs will exceed the amount budgeted, the Trustee shall give advance notice to Honeywell and the Trustee may request additional costs. Each Trustee shall use good faith efforts to maintain its costs within the agreed budget. Any Party may request a budgetary review meeting at any time.

IV. Trustees Initial Estimation of Cost

To participate fully in this cooperative effort, certain Trustees require funding in advance. Trustees seeking advanced initial funding shall provide such payment information requests and required funding estimates to the designated representative of Honeywell within ninety (90) calendar days of becoming a Party to this MOA, as defined in Section – "Effective Date". Funds advanced may be expended only on the work authorized.

V. Payment:

Each Trustee shall submit a final accounting of its costs for specific work conducted under the budget ninety (90) days after the end of their fiscal year. Honeywell will review all accountings promptly and shall pay the costs submitted within ninety (90) calendar days after receipt of the accounting, provided that the costs fall within the agreed to budgetary allowances and are limited to the budgeted work. The accounting should be directed to the attention of Honeywell's representative on the Coordinating Committee. If Honeywell raises questions about the costs, the time necessary to resolve the questions shall not be included in the ninety (90) days. Honeywell will use its best effort to raise any questions or concerns relating to the costs as early as possible during the ninety (90) days.

Past Costs

The Parties agree to use good faith efforts to arrive at an agreement regarding payment, or partial payment, of past costs. Such an agreement, if established, will be included as an Attachment to this MOA.

Section Six: Dispute Resolution

The Parties agree to attempt to resolve any disputes concerning the implementation of this MOA through good faith, informal negotiations among the Parties. Disputes concerning implementation of Cooperative Studies will first be addressed according to the provisions of Section Three (II)(E) above. Other matters which may be disputed in the course of implementing this MOA may be referred to the Coordinating Committee. Such matters will either be resolved within thirty (30) working days from the time the matter is officially referred to the Committee, or the Committee will provide a written notification of the reasons for failure to resolve such dispute. Any dispute that cannot adequately be resolved by the Coordinating Committee within sixty (60) working days after the matter has been referred to the Committee may be presented for resolution to the individuals signatory to this MOA.

Section Seven: Confidentiality

I. Agreement on Confidentiality

The Parties agree that, subject to the terms of this MOA and the requirements of law and/or Court order:

- i) Oral communications between the Trustees and Honeywell leading up to and pursuant to this MOA are in furtherance of settlement negotiations pursuant to Federal Rule of Evidence 408.
- ii) Written communications which are marked "settlement negotiations" or which in some way indicate that they are confidential settlement communications, shall be treated by the Parties as confidential and shall be deemed in furtherance of settlement negotiations pursuant to Federal Rule of Evidence 408.
- iii) Maps, photographs, and data that have been compiled, verified, and validated by the Trustees, shall not be treated as confidential.

Section Eight: Public Participation

The Parties recognize and agree that public participation during the injury assessment and restoration planning process is both desirable and necessary. The Parties recognize that the Trustees are required by law to give public notice and to solicit public review and comment during certain phases of the injury assessment and restoration planning process. The Trustees will provide for public participation as required by law, and may exercise their discretion to

interact with the public as they see fit. The Parties agree to employ best faith efforts to develop a public participation plan which, when developed, shall become an attachment to this MOA. If, after good faith negotiations, the Trustees decide that public participation is necessary beyond what is required by law or by the public participation plan, the Trustees shall give Honeywell reasonable notice of such action so that Honeywell can participate if it desires.

Any Party who receives a request for documents pursuant to the federal Freedom of Information Act or the Georgia Open Records Act, or who is served with a subpoena or discovery request for any document which the Parties have agreed should be treated as confidential, shall provide timely notice to the other Parties, where the time frame of the applicable statutes permits that opportunity, so as to allow them, if they so choose, to assert a privilege or statutory exception seeking to prevent the release of such documents.

Section Nine: Effective Date

This MOA may be executed in one or more counterparts, all of which shall be considered an original document. This MOA shall be effective when signed by Honeywell and one Trustee. The Effective Date for each Trustee shall be the date upon which that Trustee and Honeywell sign the MOA and provide notice to the other Parties that they have signed.

Trustees that have not executed the MOA may participate in the matters covered, but Honeywell has no obligation under this MOA to reimburse costs related to that Trustee's activities corresponding to this MOA until that Trustee signs the MOA.

The Effective Date of any Attachment hereafter developed and incorporated into this MOA shall be the date set forth in such Attachment.

This MOA is intended to continue in full force and effect until the earlier of 1) the completion of the purposes of the Agreement; or 2) the termination of the Agreement by one, or all, of the Parties in accordance with Section Eleven of this MOA – "Termination".

Section Ten: Stipulations, Modifications and Amendments

The Parties shall endeavor to enter into stipulations, when appropriate, during the course of the cooperative assessment and restoration process. Any Party may propose a stipulation at any time. A stipulation may address issues of fact or law or both. A stipulation agreed to by all the Parties, the United States Department of Justice and the Georgia Attorney General's Office shall be attached to this MOA and shall survive the termination of this Agreement. Any matter covered by a stipulation or other form of agreement under this MOA shall be admissible in any administrative or judicial proceeding regarding a claim by the Trustees, or any one of them, for natural resource damages, and shall not be subject to objection or challenge by any Party.

Amendments and Modification to this Agreement must be made in writing and executed in accordance with the procedures set forth in Section Nine ("Effective Date") above.

Section Eleven: Withdrawal, Termination and Severability

I. Withdrawal

A Party may withdraw its participation in a disputed activity, or the MOA in its entirety at any time provided, however, that the Party first seeks to resolve any dispute or concern through informal negotiations with representatives of the other Parties. Withdrawal by a single Trustee Party shall not void the agreement as to the remaining Parties. Written notification of withdrawal from participation and agreement with any specific component of this Agreement, or withdrawal from the Agreement itself in its entirety, shall be provided to all Parties, by the withdrawing Party(s) within thirty (30) working days of such withdrawal, with an explanation of the reasons for the withdrawal. Written notice of an intent to terminate participation in the MOA must, in order to be effective, 1) clearly state the reasons for such termination, 2) be signed by an Authorized Official of the terminating Party(ies) and 3) be mailed to the legal representative of every other Party. Withdrawal from one or more activities shall not by itself void this MOA as to the remaining activities.

II. Termination

Termination of participation under this MOA, either as between the Trustees and Honeywell or by a single Trustee Party, is prospective only. As such, this MOA, including all Agreements, Attachments, Modifications and Stipulations contained herein and all Attachments that are or were incorporated prior to the Effective Date of such a termination shall survive and will remain in full effect.

III. Severability

The terms of this MOA are severable. If any term, covenant or condition of this MOA is determined by a court of competent jurisdiction to be invalid, it shall be considered deleted and shall not invalidate any of the remaining terms, conditions or covenants.

Section Twelve: General Reservation of Rights

I. Trustee Reservation of Rights Against Honeywell

This MOA does not release Honeywell from any potential liability, except for liability for costs that are actually funded or reimbursed by Honeywell pursuant to the terms of this MOA. The Trustees reserve all claims against Honeywell, and all other PRPs, related to injury to natural resources or services that may have resulted from the LCP Releases, including but not limited to claims for the costs to restore, rehabilitate, replace or acquire natural resources or services equivalent to those lost, claims for unpaid assessment costs, or for any other causes of action or requests for relief, either administratively or judicially, under either state or federal law, as well as any claims, causes of action, or requests for relief under any other theory, arising from the releases described above.

Nothing in this MOA is intended, nor shall be interpreted, to limit the scope of the natural resource injury assessment appropriate for this Site or to otherwise restrict or abrogate the authority or discretion of the Trustees to independently determine the scope of that assessment.

Except as specifically provided in this MOA or in any Attachments or Stipulations incorporated into this MOA, the Parties agree that none of them is making any admission of fact or law by entering into this MOA. This MOA shall not be admissible as evidence or proof of liability or non-liability. Except as provided in this MOA or in any Attachments or stipulations incorporated into this MOA, this MOA shall not be admissible as to the validity or non-validity of any claim or defense in any proceeding relating to this matter. Nothing in this MOA is to be construed to abrogate the right of any Party to pursue contribution from another Party or any third party or to abrogate the right of any Party to introduce the MOA and, where appropriate, costs expended pursuant to it, in any legal proceeding. Except as provided in this MOA or in any Attachments or stipulations entered into pursuant to this MOA, nothing in this MOA is intended nor shall be construed as a waiver by any of the Parties of any defenses or affirmative claims in any proceedings relating to the LCP Site.

II. Reservation of Attorney-Client Protections and Privileges

Information, documents, reports, data or other items exchanged between Trustees and Honeywell pursuant to this Agreement shall not be considered work product, attorney-client or otherwise privileged, unless specific provision has been made to establish such confidentiality under Section Seven of this MOA. The Parties shall not challenge the admissibility of such items on privilege grounds in any administrative or judicial proceeding brought by any Trustee against Honeywell regarding the natural resource liability arising from the release of hazardous substances at the LCP site. As a matter of policy, raw data collected pursuant to a Cooperative Study shall be considered privileged to the extent permissible under applicable law.

III. Early Action

Nothing in this MOA precludes early consideration of actions based on the collection of sufficient information or use of protective assumptions (even if a Cooperative or Independent Study remains incomplete), or actions such as emergency restoration, if the Trustees are able, at their discretion, to confidently predict that a proposed restoration truly restores natural resources to baseline conditions and/or is appropriate restoration for the LCP Site. At any time during the life of this MOA, Honeywell can propose settlement to the Trustees and negotiate an appropriate and enforceable document.

Section Thirteen : Limitations

This MOA in no way affects or relieves the Parties of their responsibility to comply with any applicable federal, state, or local law, regulation, or permit. Furthermore, nothing in this MOA shall be construed as obligating the United States or the State of Georgia or any other public agency, their officers, agents or employees, to expend any funds in excess of appropriations authorized by law. This MOA is not intended to create any rights or causes of action enforceable

by persons not Parties to this MOA. Nothing in this MOA may be the basis of any third party challenge or appeal.

Section Fourteen: Administrative Record

The Trustees may establish and maintain an Administrative Record ("AR"), if appropriate, which shall include reports, data and other documents relating to the activities under this MOA which have been approved for release by the Trustees. The Trustees agree to use good faith efforts to coordinate submission of documents to the AR and to notify Honeywell if and when they establish an Administrative Record, and when reports, data and other documents relating to the activities under this MOA are submitted to such Administrative Record.

Section Fifteen: Tolling of Statute of Limitations

In order to conduct work under this MOA and seek a resolution of any claim against Honeywell for natural resource damages, the Parties agree that the time period beginning on the effective date of this MOA and continuing until the MOA is terminated shall not be included in computing the running of any statute of limitations applicable to any action brought by the Trustees against Honeywell for natural resource damages. This provision does not apply to any claims against Honeywell for natural resource damages that are already barred by applicable law as of the effective date of this MOA.

SIGNATURE PAGE



Lonice Barrett, Commissioner
Department of Natural Resources
State of Georgia

Date: December 9, 2003

SIGNATURE PAGE



Craig R. O'Connor

Special Counsel for Natural Resources

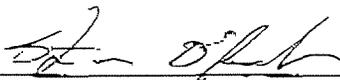
National Oceanic and Atmospheric Administration

Date: 12/5/03

SIGNATURE PAGE

The U.S. Department of Justice, on behalf of the National Oceanic and Atmospheric Administration and the U.S. Department of the Interior, hereby concurs in the provisions of Section Fifteen: Tolling of Statute of Limitations, of the attached Memorandum of Agreement between the natural resource Trustees and Honeywell International Inc. for Trustee activities related to the damage assessment and restoration activities at the LCP Superfund Site.

Ellen Mahan
Assistant Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice

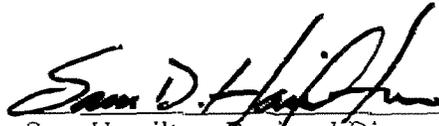


By: _____
Steven O'Rourke
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice

Date: _____

12/31/03

SIGNATURE PAGE



Sam Hamilton, Regional Director
Southeast Region
United States Fish & Wildlife Service

Date: 12/9/03

SIGNATURE PAGE

Signature: *Theodore A. Fisch*

Name: *Theodore A. Fisch*

Honeywell International, Inc.

Date: *11/19/2003*