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STANDBY TRUST AGREEMENT

STANDBY TRUST AGREEMENT (the "Agreement") entered into as of March 15, 2007 by and between Boehringer Ingelheim Pharmaceuticals, Inc., a Delaware corporation "Grantor" and Deutsche Bank Trust Company Americas ("Trustee").

WHEREAS, the U.S. Nuclear Regulatory Commission ("NRC"), an agency of the U.S. Government, pursuant to the Atomic Energy Act of 1954, as amended, and the Energy Reorganization Act of 1974, has promulgated regulations in Title 10, Chapter I, of the Code of Federal Regulations, Part 30. These regulations, applicable to the Grantor, require that a holder of, or an applicant for, a materials license issued pursuant to 10 CFR Part 30 provide assurance that funds will be available when needed for required decommissioning activities;

WHEREAS, the Grantor has elected to use a letter of credit (the "Letter of Credit") to provide all of such financial assurance for the facilities identified in Schedule A hereto (the "Facilities"); and

WHEREAS, the Grantor and Trustee contemplate that the NRC shall be the beneficiary of the Letter of Credit, and shall hold the Letter of Credit until such time as it chooses to make a draw thereunder;

WHEREAS, when payment is made under the Letter of Credit, this standby trust shall be used for the receipt of such payment; and

WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this Agreement, and the Trustee is willing to act as trustee;

NOW, THEREFORE, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

- (a) The term "Grantor" means the NRC licensee who enters into this Agreement and any successors or assigns of the Grantor.
- (b) The term "Trustee" means the trustee who enters into this Agreement and any successor trustee.
- (c) The term "Letter of Credit" shall mean the initial Letter of Credit provided by Grantor and any renewal or substitution therefore.

Section 2. Costs of Decommissioning. This Agreement pertains to the costs of decommissioning the materials and activities identified in License Number 06-19183-01 issued pursuant to 10 CFR Part 30, as shown in Schedule A.

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a standby trust fund (the "Trust") for the benefit of the NRC. The Grantor and the Trustee intend that no third party shall have access to the Trust except as provided herein.

Section 4. Payment Constituting the Fund. Payments made to the Trustee for the Fund shall consist of cash, securities, or other liquid assets acceptable to the Trustee. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee are referred to as the "Fund," together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount of, or adequacy of the Fund, nor any duty to collect from the Grantor any payments necessary to discharge any liabilities of the Grantor established by the NRC.

Section 5. Payment for Required Activities Specified in the Plan. The Trustee shall make payments from the Fund to the Grantor upon presentation to the Trustee of the following:

- (a) A certificate duly executed by the Secretary of the Grantor attesting to the occurrence of the events, specifying the amount requested, and in the form set forth in the attached Certificate of Events, and
- (b) A certificate attesting to the following conditions:
 - (1) that decommissioning is proceeding pursuant to an NRC-approved plan;
 - (2) that the funds withdrawn will be expended for activities undertaken pursuant to that plan; and
 - (3) that the NRC has been given thirty (30) days prior notice of the Grantor's intent to withdraw funds from the Fund.

No withdrawal from the Fund for a particular license can exceed ten percent (10%) of the remaining funds available for that license unless NRC written approval is attached.

In the event of the Grantor's default or inability to direct decommissioning activities, the Trustee shall make payments from the Fund as the NRC shall direct, in writing to provide for the payment of the costs of required activities covered by this Agreement. The Trustee may rely on such direction by the NRC as notice of default or inability to direct decommissioning activities. The Trustee shall reimburse the Grantor or other persons as specified by the NRC from the Fund for expenditures for required activities in such amounts as the NRC shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the NRC specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 6. Trust Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge its duties with respect to the Fund solely in the interest of the beneficiary and with the care, skill, prudence and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the

conduct of an enterprise of a like character and with like aims, except that:

- (a) Securities or other obligations of the Grantor, or of any other owner or operator of the Facilities, or of any of their affiliates as defined in the Investment Company Act of 1940, as amended (15 U.S.C. 80a-2(a)), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;
- (b) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal government, and in obligations of the Federal government such as GNMA, FNMA, and FHLM bonds and certificates or State and Municipal bonds rated BBB or higher by Standard & Poor or Baa or higher by Moody's Investment Services; and
- (c) For a reasonable time not to exceed sixty (60) days, or in the event Trustee has received no investment instructions from Grantor, the Trustee is authorized to hold uninvested cash, awaiting investment or distribution, without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

- (a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and
- (b) To purchase shares in any investment company registered under the Investment Company Act of 1940 (15 U.S.C. 80a-1 et seq.), including one that may be created, managed, underwritten, or to which investment advice is rendered, or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

- (a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale, as necessary to allow duly authorized withdrawals in accordance with the terms of this Agreement, at the joint request of the Grantor and the NRC, or to reinvest in securities at the direction of the Grantor;
- (b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (c) To register any securities held in the Fund in its own name, or in the name of a nominee, and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, to reinvest interest payments and funds from matured and

redeemed instruments, to file proper forms concerning securities held in the Fund in a timely fashion with appropriate government agencies, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee or such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the U.S. Government, or any agency or instrumentality thereof, with a Federal Reserve Bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

- (d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal government; and
- (e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. After payment has been made into this Trust, the Trustee shall annually, at least thirty (30) days before the anniversary date of receipt of payment into the Trust, furnish to the Grantor and to the NRC a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than sixty (60) days before the anniversary date of the establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within ninety (90) days after the statement has been furnished to the Grantor and the NRC shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to the matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting on the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing with the Grantor. (See Schedule C hereto.)

Section 13. Successor Trustee. Upon ninety (90) days notice to the NRC and the Grantor, the Trustee may resign; upon ninety (90) days notice to NRC and the Trustee, the Grantor may replace Trustee; but such resignation or replacement shall not be effective until the Grantor has appointed a successor Trustee, the successor accepts the appointment, the successor is ready to assume its duties as trustee, and NRC has agreed, in writing, that the successor is an appropriate State or Federal government agency or an entity that has the authority to act as a trustee and

whose trust operations are regulated and examined by a Federal or State agency. The successor Trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. When the resignation or replacement is effective, the Trustee shall assign, transfer, and pay over to the successor Trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor Trustee or for instructions. The successor Trustee shall specify the date on which it assumes administration of the trust, in a writing sent to the Grantor, the NRC, and the present Trustee by certified mail at least ten (10) days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are signatories to this Agreement or such other designees as the Grantor may designate in writing. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. If the NRC issues orders, requests, or instructions to the Trustee these shall be in writing, signed by the NRC or its designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change, or a termination of the authority of any person to act on behalf of the Grantor or the NRC hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests and instructions from the Grantor and/or the NRC, except as provided for herein.

Section 15. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the NRC, or by the Trustee and the NRC if the Grantor ceases to exist. All amendments shall meet the relevant regulatory requirements of the NRC.

Section 16. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 15, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the NRC, or by the Trustee and the NRC if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor or its successor.

Section 17. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by this Grantor or the NRC issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 18. Applicable Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of New York.

Section 19. Notices. Any notices or consents required or permitted by this Agreement shall

be in writing and shall be deemed delivered if hand-delivered or if sent by (i) certified mail, postage prepaid, return receipt requested, (ii) telecopy, with a copy to follow by mail, or (iii) via a nationally-recognized overnight courier service (marked for next day delivery), as follows, unless such address is changed by written notice to each other party hereunder:

To Trustee: Deutsche Bank Trust Company Americas
Trust and Securities Services
60 Wall Street, 27th Floor
MS: NYC60-2710
New York, NY 10005-2858

Attention: Manager, Escrow Team
Facsimile: 732.578.4593

To Grantor: Boehringer-Ingelheim Pharmaceuticals, Inc.
900 Ridgebury Road
Ridgefield, CT 06877

Attention: Executive Director-Treasury Services
Facsimile: 203.798.4087

Any notice, demand or request sent pursuant to clause (i) above, shall be deemed received forty-eight (48) hours following deposit into the U.S. mail; if sent pursuant to clause (ii) above shall be deemed received upon electronic dispatch; and if sent pursuant to clause (iii) above, shall be deemed received on the business day immediately following deposit with the overnight courier.

Section 20. Interpretation and Severability. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement. If any part of this Agreement is invalid, it shall not affect the remaining provisions which will remain valid and enforceable.

[signatures on following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the respective officers duly authorized under seal and attested as of the date first written above.

Boehringer Ingelheim Pharmaceuticals, Inc.

Attest: By: [Signature]
Name: Frank A. Pomer
Its: Assistant Secretary

By: [Signature]
Name: J. Martin Carroll
Its: President and Chief Operating Officer

Deutsche Bank Trust Company Americas

By: [Signature]
Name: ALFRED M. F. BAYNE
Its: VICE PRESIDENT

By: [Signature]
Name: Wanda Camacho
Its: Vice President

STATE OF NEW YORK

To Wit:

CITY OF NEW YORK

On this 8th day of March 2007, before me, a notary public in and for the town and State aforesaid, personally appeared Wanda Camacho and he/she deposes and says, that he/she is the Vice President, of Deutsche Bank Trust Company Americas which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was, so affixed by order of the association; and that he/she signed his name thereto by like order.

Signature of notary public:

[Signature]

My commission Expires:

September 23, 2009

Date: 3/8/07

ANNIE JAGHATSPANYAN
Notary Public, State of New York
No. 01JA6062022
Qualified in New York County
Commission Expires September 23, 2009

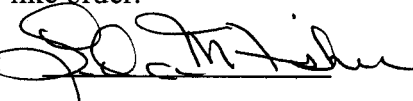
STATE OF CONNECTICUT

To Wit:

TOWN OF RIDGEFIELD

On this 22 day of February, before me, a notary public in and for the town and State aforesaid, personally appeared J. Martin Carroll, and he deposes and says, that he is the President and Chief Operating Officer of Boehringer Ingelheim Pharmaceuticals, Inc. which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was, so affixed by order of the corporation; and that he signed his name thereto by like order.

Signature of notary public:



My commission Expires:

10-31-07

Date: 2-22-07

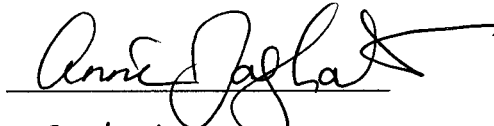
STATE OF NEW YORK

To Wit:

CITY OF NEW YORK

On this 8th day of March 2007, before me, a notary public in and for the town and State aforesaid, personally appeared Aldrin F. Payne and he/she deposes and says, that he/she is the Vice President, of Deutsche Bank Trust Company Americas which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was, so affixed by order of the association; and that he/she signed his name thereto by like order.

Signature of notary public:



My commission Expires:

September 23, 2009

Date: 3/8/07

ANNIE JAGHATSPANYAN
Notary Public, State of New York
No. 01JA6062022
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STANDBY TRUST AGREEMENT SCHEDULES

Schedule A

This Agreement demonstrates financial assurance amounts for the following cost estimates or certification amounts for the following licensed activities:

U.S. NUCLEAR REGULATORY COMMISSION LICENSE NUMBERS	NAME AND ADDRESS OF LICENSEE	ADDRESS OF LICENSED ACTIVITY	COST ESTIMATES FOR REGULATORY ASSURANCES DEMONSTRATED BY THIS AGREEMENT
06-19183-01	Boehringer Ingelheim Pharmaceuticals, Inc.	Ridgefield, Connecticut	\$ 325,000

The cost estimates listed here were last adjusted and approved by the NRC on December 6, 2004.

Schedule B

DOLLAR AMOUNT \$325,000

AS EVIDENCED BY an Irrevocable Letter of Credit

Schedule C

AMOUNT	\$325,000
AS EVIDENCED BY	<u>Irrevocable Letter of Credit</u>
	<u>No.</u>

Letter of Credit Fees:

Set-up fee	\$250
Commission	One quarter of a percent (0.25%) per annum

Fees for Standby Trust Agreement Fees:

One-time acceptance fee	\$1,000
Trustee Fee	\$1,500 per annum

CERTIFICATE OF EVENTS

[Name and address of trustee]
Attention: Trust Division

Gentlemen:

In accordance with the terms of the Agreement with you dated _____

Boehringer Ingelheim
Pharmaceuticals, Inc., hereby certifies that the following events have occurred:

1. Boehringer Ingelheim Pharmaceuticals, Inc. is required to commence the facility located at Ridgefield Connecticut (hereinafter called the "Decommissioning").
2. The plans and procedures for the commencement and conduct of the Decommissioning have been approved by the United States Nuclear Regulatory Commission, or its successor, on _____ (copy of approval attached).
3. The Board of Directors of [name of licensee] has adopted the attached resolution authorizing the commencement of the decommissioning.

Boehringer Ingelheim Pharmaceuticals, Inc.

By: _____

Name:

Its:

Date: _____

CERTIFICATE OF RESOLUTION

I, _____, do hereby certify that I am Secretary of Boehringer Ingelheim Pharmaceuticals, Inc., a Delaware corporation, and that the resolution listed below was duly adopted at a meeting of this Corporation's Board of Directors on _____, 20__.

RESOLVED, that this Board of Directors hereby authorizes the President, or such other employee of the Company as he may designate, to commence decommissioning activities at Boehringer Ingelheim Pharmaceuticals, Inc. in accordance with the terms and conditions described to this Board of Directors at this meeting and with such other terms and conditions as the President shall approve with and upon the advice of Counsel.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the seal of this Corporation this _____ day of _____, 20__.

Secretary