

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
ROCK HILL DIVISION
Civil Action No.: 0:22-cv-03445-SAL**

**SOUTH CAROLINA DEPARTMENT OF
HEALTH AND ENVIRONMENTAL
CONTROL**

Plaintiff,

v.

**THE UNITED STATES OF AMERICA, et
al.**

Defendants.

ORDER

Upon the joint motion of all Parties, ECF No. 15, dated December 7, 2022, the Court hereby enters the attached Consent Decree as attached to the Complaint, ECF No. 1-1, as final judgment in this Action.

SO ORDERED this 12 day of December, 2022

S/ Sherri A. Lydon
Hon. Sherri A. Lydon
United States District Judge

SETTLEMENT AND CONSENT DECREE
BETWEEN THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND
ENVIRONMENTAL CONTROL; EACH MEMBER OF THE PHILIP SERVICES
SITE PRP GROUP; THE UNITED STATES OF AMERICA; AND CERTAIN
ADDITIONAL SETTLING PRPS

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**SETTLEMENT AND CONSENT DECREE
BETWEEN THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND
ENVIRONMENTAL CONTROL; EACH MEMBER OF THE PHILIP SERVICES SITE
PRP GROUP; THE UNITED STATES OF AMERICA, AND CERTAIN ADDITIONAL
SETTLING PRPS**

This Settlement and Consent Decree (“Consent Decree”) is between:

A. The South Carolina Department of Health and Environmental Control (the “Department” or “DHEC”):

- i. In its capacity as Plaintiff in the Action, pursuant to the Department’s authority under the South Carolina Hazardous Waste Management Act (“HWMA”), S.C. Code Ann. § 44-56-200, as amended, the South Carolina Pollution Control Act (“PCA”), S.C. Code Ann. §§ 48-1-10, *et seq.*, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), §§ 101, *et seq.*, 42 U.S.C. §§ 9601, *et seq.*, as amended, and the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §§ 6901, *et seq.*, as amended;
- ii. As the South Carolina State Agency which is authorized and empowered to implement CERCLA pursuant to HWMA § 44-56-200 and to bring this Action pursuant to CERCLA and HWMA § 44-56-200, as amended, and pursuant to a Memorandum of Understanding by and between the Department and the United States Environmental Protection Agency (“EPA”) indicating the Department as the lead agency in this matter; and
- iii. Which is a “State” within the meaning of CERCLA §§ 101(27) and 107(a)(4)(A) and HWMA § 44-56-200; and

B. The Philip Services Site PRP Group (“PRP Group”), an unincorporated association of Potentially Responsible Parties (“PRPs”) that allegedly contributed Hazardous Substances to the Site. The PRP Group is made up of three different subgroups:

- i. The Work Parties listed in Appendix 1 to this Consent Decree (collectively, the “Work Parties”);
- ii. The Cash Out Settlers listed in Appendix 2 to this Consent Decree (collectively, the “Cash Out Settlers”); and
- iii. The Re-Opener Settlers listed in Appendix 3 to this Consent Decree (collectively, the “Re-Opener Settlers”).

C. The United States of America, including all federal agencies, departments, and instrumentalities that allegedly disposed of or contributed Hazardous Substances to the Site (the “United States” or “Federal PRPs”).

Collectively, the Department and the members of the PRP Group and the United States shall be identified herein as the “Parties” and each as a “Party.”

Collectively, the members of the PRP Group and the United States shall be identified jointly herein as “Settling PRPs” and individually as “Settling PRP.”

The Parties present this Consent Decree to the United States District Court for the District of South Carolina (the “Court”) for approval and entry as an order. Unless otherwise expressly provided herein, terms used in this Consent Decree shall have the meaning assigned to them in CERCLA § 101, 42 U.S.C. §§ 9601, *et seq.*, as amended and the regulations promulgated under CERCLA.

BACKGROUND STATEMENT

A. On _____, 2022, the Department filed its Complaint in this Court against the Settling PRPs pursuant to CERCLA, HWMA, PCA, and RCRA relating to the release and threatened release of Hazardous Substances at the Site. In its Complaint, the Department sought, among other things:

- i. the reimbursement of the Department's Past and Future Response Costs incurred and to be incurred for Response Actions funded and performed at the Site, together with accrued Interest;
- ii. the funding and performance of Response Actions by the Settling PRPs, that are consistent with the NCP, 40 C.F.R. Part 300; and
- iii. the approval of this Consent Decree by the Court.

B. The Parties agree that the Settling PRPs need not file an answer except as set forth in **Paragraph 97**. The Parties agree that they may respond jointly to any counterclaims or cross-claims if the need arises or to expedite responses or to save litigation costs.

C. The objectives of the Parties in entering into this Consent Decree are to protect the public health, welfare and the environment by the design and implementation of Response Actions at the Site by the Work Parties, to reimburse certain of the Department's Past Response Costs, to resolve the Department's Future Response Costs, and except as expressly provided herein, to resolve claims that any of the Parties may have or could have against any other Party with regard to Matters Addressed. Once signed by the Court, this Consent Decree will constitute a judicially-approved, complete, and final settlement of all of the Department's past, present, and future claims against the Settling PRPs relating to Matters Addressed, including but not limited to, any and all claims for Matters Addressed arising under CERCLA, 42 U.S.C. §§ 9601, *et seq.*, as amended,

RCRA, 42 U.S.C. §§ 6901, *et seq.*, as amended; HWMA, S.C. Code Ann. §§ 44-56-10, *et seq.*, as amended, and PCA, S.C. Code Ann. §§ 48-1-10, *et seq.*, as amended. The Parties enter into this Consent Decree under authority of CERCLA, including but not limited to, CERCLA §§ 104, 107, 113, and 122; RCRA; HWMA; and PCA.

D. On June 2, 2003, Philip Services Corporation and its related Debtors (“PSC Debtors”) filed Chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of Texas, Houston Division, under bankruptcy case number 03-37718-H2-11. The related PSC Debtors included Philip Services Corporation, then-owner of the facility by way of its acquiring Stablex South Carolina, Inc., and then-operator of the facility, Petro-Chem SC.

E. On December 22, 2003, the United States Bankruptcy Court issued an Order approving a Settlement Agreement (“PSC Settlement Agreement”) between the Department, the PSC Debtors, and EPA. On December 31, 2003, the Department, the PSC Debtors, and Restoration & Redevelopment Solutions, LLC (“Trustee”) entered into a Custodial Trust Agreement, establishing the Trustee for the purpose of (a) owning the Facility Property and carrying out administrative functions related to the Facility Property, (b) managing and/or funding implementation of Response Actions, and restoration actions selected by the Department with respect to the Site, and (c) ultimately selling, if possible, the Facility Property with the Department’s approval. The Trustee’s payment of the Department’s Response Costs after appointment and the use of available funds to perform the purposes of the Custodial Trust Agreement as approved by the Department are governed by the Custodial Trust Agreement. Pursuant to the PSC Settlement Agreement, the PSC Debtors resolved their CERCLA liability and have contribution protection against any claims for contribution for releases or threatened releases of Hazardous Substances at the Site. The beneficial interests in the Custodial Trust established by

the Custodial Trust Agreement are held by the Department and EPA (with the Department being the lead governmental agency).

F. In May 2004, the Department and EPA entered a Memorandum of Understanding (“MOU”) regarding the implementation of the PSC Settlement Agreement and the Custodial Trust Agreement and management of the Site.

G. In early 2004, the Trustee began reimbursing the Department’s Response Costs and on February 12, 2004, the Trustee became the record title owner of the Facility Property pursuant to the Custodial Trust Agreement.

H. On November 4, 2004 (and other times thereafter), the Department provided general and special notice of potential liability to certain PRPs. As part of the November 4, 2004 notice, the Department provided a moratorium under Section 122 of CERCLA to formally negotiate a settlement between the Department and PRPs to fund and perform the Remedial Investigation (“RI”) and Feasibility Study (“FS”) (the RI and FS, collectively, “RI/FS”) and to reimburse the Department’s Response Costs. The Department periodically extended the moratorium until June 10, 2005, when the PRP Group submitted to the Department a good faith offer to perform the RI/FS. Thereafter, the Department evaluated the good faith offer and made a decision to perform the RI/FS and began that process. As a courtesy, the Department accepted input from the PRP Group on these Response Actions. The PRP Group and the Department continued the pursuit of other PRPs to participate in this settlement. All of these actions ultimately lead to this present Consent Decree.

I. In response to the release and threat of releases of Hazardous Substances at or from the Site, the Department issued a notification of site work to its contractor to begin activities associated with conducting an RI/FS on December 20, 2005, pursuant to 40 C.F.R. § 300.430, to

characterize the sources, nature and extent of the Hazardous Substances, and to evaluate alternatives for Site cleanup. The Department completed the RI Report in September 2008. The RI found Hazardous Substances in soil and groundwater at the Site. The Department completed the FS Report on July 1, 2011.

J. On May 12, 2006, the Department drafted and released a fact sheet directed to, among others, the residents near the Site and then-identified PRPs. The fact sheet announced the planned public meeting in which the Department would discuss the Site's conditions, the Department's past Response Actions, and its plans to conduct the RI and FS Response Actions. It also included the announcement of the establishment of the Administrative Record. At the Department's May 25, 2006 public meeting, the Department further explained the information provided in the May 12, 2006 fact sheet.

K. As of June 30, 2014, the Trustee had reimbursed a portion of the Department's Past Response Costs in the amount of Three Million, One Hundred Forty-four Thousand, Four Hundred Thirty-four Dollars and Thirteen Cents (\$3,144,434.13). Another Twenty-one Dollars and Twenty-three Cents (\$21.23) was disbursed to the Department upon liquidating the bankruptcy trust. As of the filing of the Complaint, the Facility Property has not been sold.

L. Pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, the Department completed its Proposed Plan for remedial action on August 1, 2014. On August 12, 2014, the Department provided notice to the residents near the Site and then-known PRPs, among others, and published notice of its Proposed Plan on August 24, 2014, in Rock Hill's The Herald, a major local newspaper of general circulation in the Site's area. The Department also announced the August 26, 2014, public meeting to discuss the findings of the RI/FS, the Department's Proposed Plan, and to further announce that the Administrative Record would be updated by August 26, 2014. In addition, the

Department posted the notice, the RI Report, the FS Report, and the Proposed Plan, among other information, on the Department's website.

M. The PRP Group prepared the Waste-In Database and on two occasions delivered to the Department, for its review and use, reports of transactions derived from the Waste-In Database reflecting the names of all then-identified PRPs that allegedly arranged for the disposal of Hazardous Substances at the Site, the last known address for each of those PRPs, and information establishing a nexus between each such PRP and the Site. The Department used the Waste-In Database to identify then-known PRPs receiving notices regarding the Site, fact sheets, and the Proposed Plan.

N. On August 5, 2014, the Department provided general notice of potential liability letters (which also included notice of the Proposed Plan activities) to numerous PRPs.

O. At the Department's August 26, 2014 Proposed Plan public meeting, the Department discussed its Response Actions and responded to questions from the attendees. The Department also provided an opportunity for written and oral comments on its Proposed Plan for remedial action and extended the comment period to November 26, 2014. The Department received no written comments. A copy of the transcript of the August 26, 2014 public meeting was available to the public as part of the Administrative Record and on the Department's website.

P. The Department's decision on the remedial action to be implemented is embodied in its Record of Decision ("ROD"), issued on June 22, 2016, which was made available in the Administrative Record at the Repository, posted on the Department's website at <https://scdhec.gov/environment/environmental-sites-projects-permits-interest/philip-services-corporation-overview/philip-services-corporation-community-engagement>.

Q. On May 17, 2017, the Department provided special notice of the ROD to all then-known, viable PRPs.

R. Prior to entering into this Consent Decree, the PRP Group conducted several Response Actions at the Site, the results of which were delivered to the Department. These Response Actions include, but are not limited to, Environmental Data Review and Current Environmental Conditions (URS: March 2006); Preliminary Design Investigation Work Plan (URS: September 20, 2012); Preliminary Design Investigation Quality Assurance Project Plan (URS: May 2014); Preliminary Design Investigation Report (URS: June 2015); Revised Preliminary Design Investigation Report (AECOM: March 31, 2017); and Additional Soil and Groundwater Assessment Report (Hart & Hickman: August 7, 2018).

S. Based on the information presently available to the Department, the Department believes that the Work will be properly and timely conducted by the Work Parties if conducted in accordance with the requirements of this Consent Decree and its Appendices and with the Department's oversight.

T. Solely for the purposes of Section 113(j) of CERCLA, 42 U.S.C. § 9613(j), the remedy set forth in the ROD and the Work outlined in this Consent Decree that has been or will be performed and/or funded by the Settling PRPs shall constitute a Response Action for which judicial review shall be limited to the Administrative Record maintained by the Department's Bureau of Land & Waste Management. The Parties agree the copy of the Administrative Record maintained at the York County Public Library is not in the Department's control and therefore cannot be relied upon for such purposes. Instead, the copy maintained in the Department's custody will be used for this purpose.

U. As outlined in the Complaint, the Department estimates its Past Response Costs as of November 30, 2021, to be approximately Eight Million, Six Hundred Sixty-five Thousand, Nine Hundred Sixty-one Dollars and Eighty-seven Cents (\$8,665,961.87), with approximately Five Million, Five Hundred Sixteen Thousand, Three Hundred Forty-one Dollars and Ninety Cents (\$5,516,341.90) in unrecovered costs, as more fully detailed in **Paragraphs 54 and 55**.

V. The Work Parties estimate their Response Costs incurred as of November 30, 2021 to be approximately Four Million, Two Hundred Eighty-six Thousand, Five Hundred Thirteen Dollars and Forty-four Cents (\$4,286,513.44), as more fully detailed in **Paragraph 56**.

W. The Parties agree that the Department and the Work Parties have each incurred, and continue to incur, direct and indirect Response Costs at the Site in the form of investigation, monitoring, surveying, testing, and gathering information to identify the existence and extent of the release, or threatened release, of Hazardous Substances, the sources and nature of the Hazardous Substances involved, and the extent of any danger to the public health, welfare, or the environment from such Hazardous Substances, attorneys' fees, PRP search activities, settlement negotiations, and other Response Costs.

X. This Consent Decree is intended to constitute a complete and final settlement of all of the Department's past, present, and future claims against the Settling PRPs relating to the contamination at the Site as detailed in the ROD, including all claims under CERCLA, RCRA, HWMA, and PCA, as specifically detailed herein; however, this settlement does not include any matter that is addressed in **Paragraph 81(e)** below.

Y. The Parties agree that nothing in this Consent Decree constitutes an admission of any liability by the Settling PRPs to the Department or to any other person or entity, or an

admission of any liability by the Department relating to Matters Addressed or arising out of the transactions or occurrences alleged in the Complaint or in this Consent Decree.

Z. The Parties recognize, and the Court finds by entering this Consent Decree, that this Consent Decree has been negotiated by the Parties in good faith, and that implementation of this Consent Decree will expedite the remediation of the Site, avoid protracted, complex, and costly litigation among the Parties, and resolve any known existing and/or potential claims between them. The Parties also recognize, and the Court also finds in its approval and execution, that this Consent Decree is fair, reasonable, in the public interest, and is expected to address the objective of protecting public health, welfare, and the environment.

AA. Various factors were taken into account by the Parties in negotiating the settlement reflected in this Consent Decree, including: (1) the Settling PRPs' and the PSC bankruptcy estate's relationship to the conditions at the Site; (2) the risks and costs associated with the litigation of this case; and (3) other equitable factors.

BB. Upon judicial approval and entry of this Consent Decree, the Settling PRPs and the Department will be entitled to contribution protection and shall have certain contribution rights against Non-Settlors as provided under CERCLA, applicable state and federal law, and as set forth herein.

The Parties agree as follows:

ARTICLE I

DEFINITIONS

1. Defined Terms. The following terms shall have the meanings as detailed in CERCLA and/or as indicated below, or as defined within the body of this Consent Decree. Unless

otherwise expressly provided in this Consent Decree, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or Appendices, the following definitions shall apply solely for purposes of this Consent Decree:

“Action” means that certain Civil Action No. _____ brought in this Court by the Department against the Settling PRPs to recover the Department’s Response Costs incurred or to be incurred in responding to a release of Hazardous Substances, and to obtain funding from the PRP Group to implement the remedy outlined in the ROD, with the oversight of the Department, at the Site pursuant to CERCLA, RCRA, HWMA, and PCA.

“Additional Settling PRP” or “Additional Settling PRPs” has the meaning set forth in **Paragraph 5** of this Consent Decree.

“Additional Settling PRP Consent Decree Acknowledgment” means an acknowledgment in the form of **Appendix 6** executed by an Additional Settling PRP pursuant to **Paragraph 5** of this Consent Decree.

“Administrative Record” means the administrative record for the Site established by the Department and maintained by the Department’s Bureau of Land and Waste Management, a copy of which is publicly available at the Repository.

“Cash Out Settlers” has the meaning set forth in the introductory paragraph of this Consent Decree. (*See also, Appendix 2.*)

“CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601, *et seq.*, as amended.

“Certification of Active RA Completion” means the Department’s written certification to the Work Parties that an individual active remedy component of the Remedial Action is complete, issued in accordance with Section 4.6 of the SOW.

“Certification of Work Completion” means the Department’s written certification to the Work Parties that the Work is complete, issued in accordance with Section 4.8 of the SOW.

“Community Involvement Plan” means a community involvement plan developed by the Department pursuant to Section 2.1 of the SOW that is not inconsistent with the NCP and the Department’s guidance and practices.

“Complaint” means the complaint filed by the Department in the Action.

“Consent Decree” has the meaning set forth in the introductory paragraph of this Consent Decree and includes all amendments, Appendices, and future Appendices to this Consent Decree. In the event of conflict between this Consent Decree and any appendix, this Consent Decree shall control.

“Court” means the United States District Court for the District of South Carolina.

“CQAP” means a Construction Quality Assurance Plan for the Site.

“Custodial Trust Agreement” has the meaning set forth in **Paragraphs E and G** of the Background Statement of this Consent Decree.

“Department” means the South Carolina Department of Health and Environmental Control, its successor departments, agencies, and instrumentalities and has the meaning set forth in Introductory **Paragraph A** of this Consent Decree.

“Department’s Covenant Not to Sue and Release” has the meaning set forth in **Paragraph 81** of this Consent Decree.

“Department’s Future Response Costs” means all Response Costs incurred by the Department after November 30, 2021, including but not limited to direct and indirect Response Costs. The Department’s Future Response Costs includes, but is not limited to, the following Response Costs to the extent incurred by the Department after November 30, 2021: payroll costs, legal services and litigation costs, contractor costs, travel costs, laboratory costs, public participation/outreach costs, and any monies paid to secure access and/or to secure, implement, monitor, maintain, or enforce Institutional Controls, including the amount of just compensation, all costs related to Dispute Resolution under this Consent Decree, costs arising from Identification and Pursuit of PRPs and other PRP search activities and providing notice to PRPs as necessary, costs of legal services relating to this Action and to any other legal action to recover the Department’s Response Costs for this Site, any costs associated with the ongoing operation and maintenance of the existing groundwater extraction and treatment system, damages, penalties, attorneys’ fees and other Response Costs.

“Department’s Oversight Costs” are a subset of the Department’s Future Response Costs. Department’s Oversight Costs means the Department’s Future Response Costs incurred in monitoring and supervising the performance of the Work to be performed by any Party pursuant to this Consent Decree. These costs include both direct and indirect costs (including costs of the Department’s third party contractors) incurred in reviewing plans, reports, and other deliverables submitted pursuant to this Consent Decree, as well as direct and indirect costs (including costs of third party contractors) incurred in overseeing implementation of the Work, including O&M. Further, the Department’s Oversight Costs include but are not limited to payroll costs, personnel costs, legal services related to the Department’s Oversight Costs, contractor costs, travel costs, laboratory costs, and public participation activities after November 30, 2021.

“Department’s Past Response Costs” means all Response Costs incurred by the Department through and including November 30, 2021, including but not limited to direct and indirect Response Costs. The Department’s Past Response Costs includes, but is not limited to, the following Response Costs to the extent incurred by the Department on or before November 30, 2021: personnel costs, contractor costs, public participation activities, Identification and Pursuit of PRPs, and other PRP search activities and providing notice to PRPs as necessary, payments made to the Trustee, settlement negotiation, legal services relating to this Action, direct and indirect costs, and to any other legal services to recover the Department’s Response Costs for this Site and to engage the PRPs to perform the future Response Actions at the Site, damages, penalties, attorneys’ fees, and other Response Costs.

“Department’s Project Manager” means the individual(s) selected by the Department as its Project Manager pursuant to **Paragraph 42** of this Consent Decree.

“Department’s Reimbursable Future Costs” means that portion of the Department’s Future Response Costs consisting solely of direct and indirect Response Costs incurred by the Department after November 30, 2021 with respect to (i) continuing the operation and maintenance of the existing groundwater extraction and treatment system, but only to the extent such costs are not paid from the Performance Trust Account and are not Department’s Oversight Costs, (ii) assisting the Work Parties in obtaining access to the Site, (iii) assisting with the execution, recordation or enforcement of Institutional Controls, including the cost of any just compensation paid to third parties, (iv) conducting response activities under a Work Takeover, but only to the extent such costs are not paid from the Performance Trust Account and are not Department’s Oversight Costs, (v) any actions taken by the Department pursuant to **Paragraph 10** in the event the Work Parties fail to take appropriate Response Action under Section 4.3 of the SOW, (vi) Dispute Resolution

pursuant to this Consent Decree, but only as against the parties to the dispute and Non-Settlers and to the extent the Department is successful in such Dispute Resolution, (vii) assisting the Work Parties with Identification and Pursuit of PRPs, including providing notice to PRPs as necessary and adding any Additional Settling PRPs to this Consent Decree pursuant to **Paragraphs 5 and 101**, but only as against the Work Parties and Non-Settlers, and (viii) all costs associated with the filing of this Action, including any amendments thereto, and negotiating and entering this Consent Decree, and including legal services associated with this Action and any other legal action seeking enforcement of this Consent Decree as against the party or parties subject to such enforcement, but only to the extent the Department is successful in such enforcement action. The Department's Reimbursable Future Costs do not include any of the Department's Oversight Costs or any costs that do not qualify as Federal Future Response Costs.

"Effective Date" means the date on which this Consent Decree is entered by the Court as recorded on the Court docket, or, if the Court instead issues an order approving the Consent Decree, the date such order is recorded on the Court docket.

"EPA" means the United States Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

"EPCRA" means the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §§ 1101, *et seq.*, as amended.

"Facility Property" means all property listed on **Appendix 4**.

"Federal Contract" means any prime contract, subcontract, or any other agreement transferring value between, the Settling PRPs and any department, agency, or instrumentality of the United States, including but not limited to, contracts for goods or services, grants, and cooperative agreements. The term "Federal Contract" does not include this Consent Decree.

“Federal Future Response Costs” means, and shall be limited to, those necessary costs of response, as defined in 42 U.S.C. § 9601(25), that are consistent with the NCP and within the meaning of 42 U.S.C. § 9607(a)(4)(B), and arise out of any releases or threatened releases of CERCLA hazardous substances at or emanating from the Site that are: (i) attributable to the former operations at the Site, (ii) paid by the PRP Group or the Department after November 30, 2021, and (iii) were not received by the PRP Group or the Department, as applicable, through a prior claim or demand to the United States or other party, so as to avoid a double recovery by the PRP Group or the Department. For the avoidance of doubt, performance of the remedy set forth in the ROD and SOW for the Site, in accordance with a work plan approved by the Department, are activities included in the definition of Federal Future Response Costs.

“Federal PRPs” has the meaning set forth in Introductory **Paragraph C** of this Consent Decree.

“Federal PRP Share” has the meaning set forth in **Paragraph ARTICLE XV59(c)(ii)** of this Consent Decree.

“Financial Assurance Mechanism” has the meaning set forth in **Article XII** of this Consent Decree.

“FS” or “Feasibility Study” means the feasibility study report dated July 2011 conducted by the Department with respect to the Site.

“Hazardous Substance” means (1) any “hazardous substance” under CERCLA § 101(14), 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under CERCLA § 101(33), 42 U.S.C. § 9601(33); (3) any “hazardous waste” under RCRA § 1004(5), 42 U.S.C. § 6903(5); (4) any “hazardous material” under the HWMA; and (5) any petroleum product or compound.

“Health and Safety Plan” means a health and safety plan for field activities which conforms to the applicable Occupational Safety and Health Administration and Department requirements, including, but not limited to, 29 C.F.R. § 1910.120, and the Department’s requirements, if any.

“HWMA” means the South Carolina Hazardous Waste Management Act, S.C. Code Ann. §§ 44-56-10, *et seq.*, as amended.

“Identification and Pursuit of PRPs” has the meaning set forth in **Paragraph 4** of this Consent Decree.

“Institutional Controls” means any non-engineered instruments, such as administrative and legal controls, that help minimize the potential for human exposure to contamination and/or protect the integrity of the remedy, including state and/or local laws, regulations, ordinances, zoning restrictions, or other government controls or notices that: (a) limit land, water and/or resources use to minimize the potential for human exposure to Hazardous Substances at or in connection with the Site; (b) limit land, water, and/or resource use to implement, ensure non-interference with, or ensure the protectiveness of the Remedial Action; and/or (c) provide information intended to modify or guide human behavior at or in connection with the Site.

“Interest” means interest at the rate specified for interest on investments of the Hazardous Substance Superfund established under 42 U.S.C. § 9507(a), compounded on July 1 of each year. The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on July 1 of each year. Rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

“Matters Addressed” has the meaning set forth in **Paragraph 81** of this Consent Decree.

“Mutual Covenant Not to Sue and Release” has the meaning set forth in **Paragraph 87(a)** of this Consent Decree.

“Mutually Released Parties” has the meaning set forth in **Paragraph 87(a)** of this Consent Decree.

“NCP” means the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to CERCLA § 105, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

“Non-Settlers” means those PRPs that are not Parties to this Consent Decree.

“O&M” or “Operation and Maintenance” means all activities required to operate, maintain, and monitor the effectiveness of the remedy selected in the ROD, ensuring it continues to perform as intended and remains protective of human health and the environment as specified in the SOW or any DHEC-approved O&M Plan.

“Parties” has the meaning set forth in the introductory paragraph of this Consent Decree.

“PCA” means the South Carolina Pollution Control Act, S.C. Code Ann. §§ 48-1-10, *et seq.*, as amended.

“Performance Standards” means the cleanup levels and other measures of achievement of the Remedial Action objectives as set forth in Section 8.0 of the ROD (and corresponding Tables 3-4 and 3-5) and the SOW.

“Performance Trust Account” has the meaning set forth in **Paragraph 47** of this Consent Decree. The Performance Trust Account is an interest-bearing account and is intended to be treated as a qualified settlement fund in accordance with Treasury Regulations Section 1.468B-1, or any successor provision thereto.

“PRP”, “PRPs” or “Potentially Responsible Party/ies” means any person or entity alleged to have or which may have potential liability for the release or threatened release of Hazardous Substances at the Site.

“PRP Group” means the Philip Services Site PRP Group and has the meaning set forth in Introductory **Paragraph B** of this Consent Decree.

“QAPP” means a Quality Assurance Project Plan and has the meaning set forth in **Paragraph 23(b)** of this Consent Decree.

“QMP” means a Quality Management Plan and has the meaning set forth in **Paragraph 11(d)** of this Consent Decree.

“RCRA” means the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et seq.*, as amended.

“Record” or “Records” has the meaning set forth in **Paragraph 39** of this Consent Decree.

“Released Parties” has the meaning set forth in **Paragraph 81(b)** of this Consent Decree.

“Remedial Action” or “RA” means the remedial action selected in the ROD, with such modification as may be approved by the Department, to be implemented in accordance with the SOW.

“Remedial Design” or “RD” means those activities to be undertaken by the Work Parties to develop the final plans and specifications for the Remedial Action as stated in the SOW.

“Re-Opener Settlers” has the meaning set forth in the introductory paragraph of this Consent Decree. (*See also* **Appendix 3**)

“Repository” means the York County Public Library located at 138 East Black Street, Rock Hill, South Carolina 29730.

“Response Actions” are those actions undertaken at any time before or after the Effective Date by any Party (other than EPA) to respond to the actual, threatened, or suspected release prior to the Effective Date of Hazardous Substances at the Site. Response Actions specifically include

but are not limited to removal, remedial, and other response actions, as those terms are used in CERCLA § 101(23), (24), and (25).

“Response Costs” or “Costs of Response” are those costs, direct and indirect, incurred or to be incurred by any Party (other than EPA) or its contractors conducting Response Actions at the Site, including, but not limited to, the costs set forth in **Article XIV** (Response Costs) of this Consent Decree.

“RI” or “Remedial Investigation” means the remedial investigation conducted by the Department with respect to the Site documented in a report dated September 2008.

“ROD” or “Record of Decision” shall mean the Record of Decision relating to the Site issued by the Department on June 22, 2016, and all Appendices thereto. The ROD is available on the Department’s website at <https://scdhec.gov/environment/environmental-sites-projects-permits-interest/philip-services-corporation-overview/philip-services-corporation-community-engagement>.

“Settling PRPs” means the Work Parties, the Cash Out Settlers, the Re-Opener Settlers, and the United States, and includes any Additional Settling PRP(s) that, after the approval of this Consent Order by the Court, may be added by addendum to this Consent Decree. The Trustee is the custodial trustee appointed by the bankruptcy court for the last owner and operator at the Facility Property and therefore is not a PRP at the Site.

“Site” means Tracts 1, 2, and 3 on **Appendix 4**, including generally all industrial acres of real property and improvements thereon located generally at 2324 Vernsdale Road, Rock Hill, South Carolina, and all areas where Hazardous Substances originally released on the real properties as described on **Appendix 4** have come to be located.

“SOW” or “Statement of Work” means the document describing the activities the Work Parties must perform to implement the Remedial Design, Remedial Action, and O&M at the Site,

which is attached as **Appendix 5** to this Consent Decree and any modifications to the SOW made in accordance with this Consent Decree.

“Supervising Contractor” means the principal contractor engaged by the Work Parties pursuant to **Paragraph 11** of this Consent Decree to implement the Work under this Consent Decree.

“Transfer” means to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

“Trustee” means Restoration & Redevelopment Solutions, LLC and has the meaning set forth in **Paragraph E** of the Background Statement of this Consent Decree. The Trustee was appointed as a custodial trustee by the United States Bankruptcy Court in the Philip Services Corporation bankruptcy action to manage the custodial trust established on December 6, 2003, to provide, *inter alia*, partial funding for any Response Actions performed at the Site by the Department or EPA.

“United States” means the United States of America, and all agencies, departments, and instrumentalities of the United States, including, but not limited to, EPA, the Department of the Army, the Department of the Navy, the Department of the Air Force, the United States Department of Defense, the Defense Logistics Agency, or any other federal agency, department, or instrumentality that is alleged to have disposed, arranged to dispose, or transported hazardous substances at or to the Site, as well as any of their predecessors or successors. The term “United States” shall also include all employees, attorneys, or agents of the United States, to the extent that such parties directed, conducted, supervised, participated in, or otherwise were involved with any disposal at the Site while acting on behalf of the United States.

“United States Bankruptcy Code” means Title 11 of the United States Code, as amended, and any successor statute or statutes having substantially the same function.

“Waste-In Database” means the searchable electronic database created and/or funded by the PRP Group containing coded digital information from hazardous and non-hazardous waste manifests, quarterly reports and other reliable records kept in the ordinary course of regularly conducted business that describe shipments to the Site of Hazardous Substances, as modified from time to time.

“Work” means all Response Actions the Work Parties are required to perform under this Consent Decree and as outlined in the SOW, with the oversight of the Department.

“Work Parties” has the meaning set forth in the introductory paragraph of this Consent Decree. *See also* **Appendix 1**.

“Work Parties Escrow Account” has the meaning set forth in **Paragraph 58** of this Consent Decree. The Work Parties Escrow Account is an interest-bearing account and is intended to be treated as a qualified settlement fund in accordance with Treasury Regulations Section 1.468B-1, or any successor provision thereto.

“Work Parties’ Project Coordinator” means the individual or individuals selected by the Work Parties as their project coordinator or coordinators pursuant to **Paragraph 43** of this Consent Decree.

“Work Party Share” has the meaning set forth in **Paragraph ARTICLE XV59(c)(i)** of this Consent Decree.

“Work Takeover” has the meaning set forth in **Paragraph 16(b)** of this Consent Decree.

“Work Takeover Notice” has the meaning set forth in **Paragraph 16(a)** of this Consent Decree.

ARTICLE II

JURISDICTION

2. Jurisdiction; Mutual Enforcement. The Court has jurisdiction over the subject matter of this Action and over the Parties pursuant to CERCLA §§ 107, 113(b), and 122(d), and pursuant to 28 U.S.C. §§ 1331 and 1367. Solely for the purposes of this Consent Decree and the underlying Complaint, the Parties waive all objections and defenses that they may have to personal jurisdiction of the Court or to venue in this District. The Parties shall not challenge the Court's jurisdiction to enter and enforce this Consent Decree or any part of its accompanying Order. The terms of this Consent Decree are mutually enforceable by all signatories to this Consent Decree.

ARTICLE III

WASTE-IN DATABASE AND IDENTIFICATION OF PRPS

3. Waste-In Database. The Work Parties shall maintain the Waste-In Database, at their sole expense, on a secure access server until the date that is three years after the date the Department issues a Certification of Work Completion. The PRP Group has granted to the Department, and shall not revoke, a license for access providing that the Department will have complete and continuing access to all fields of the Waste-In Database by means of a secured password until the date that is three years after the Department issues a Certification of Work Completion. The Work Parties and certain other parties assert the coding of hazardous waste manifests for the Waste-In Database involved collating and compiling the Waste-In Database in a confidential manner, and that the search mechanism for the Waste-In Database is a confidential process that is the trade secret and work product of the Work Parties and certain other parties. The Work Parties and certain other parties further assert that access to the Waste-In Database and the search process are made in the context of settlement negotiations and will not be prepared, owned,

in the possession of or retained by a public body, nor accessed by any public body other than the Department through the license for access and for the purpose of recovery of Response Costs; therefore, neither the Waste-In Database, the secured password, nor the search process will be subject to disclosure under the Freedom of Information Act, 5 U.S.C. § 552, or the South Carolina Freedom of Information Act, S.C. Code Ann. § 30-4-10, *et seq.*

4. Identification and Pursuit of PRPs. The Work Parties and the Department shall mutually cooperate throughout the term of this Consent Decree to identify and pursue Non-Settlors. The Work Parties will assist the Department in, and the Department will assist the Work Parties in:

(a) Identifying Non-Settlors by using the Waste-In Database and other available information;

(b) Locating contact information for Non-Settlors and their successors;

(c) Communicating with Non-Settlors to urge contribution toward Response Costs at the Site by joining the PRP Group as an Additional Settling PRP (either as a Work Party, Cash Out Settlor or Re-Opener Settlor) pursuant to terms mutually agreed upon by the Work Parties and the Non-Settlor; and

(d) Bringing one or more actions as necessary and appropriate against any Non-Settlors that choose not to contribute toward Response Costs at and for the Site. ((a) through (d), collectively, “Identification and Pursuit of PRPs”). As part of this cooperation, the Department has provided, and shall continue to provide, the Work Parties with regular access, without substantial delay, to all records and documents relating to the Site within the Department’s control. The Department’s obligation to participate in the Identification and Pursuit of PRPs shall be contingent upon necessary and sufficient funding of the

Department and any extant staffing constraints. The sufficiency of funding, and the degree to which staffing constraints affect the Department's ability to perform, shall be determined by the Department in its sole but reasonable discretion. Nothing in this Paragraph will preclude the Work Parties (or any one or more of them) from undertaking the Identification and Pursuit of PRPs. The Department shall not enter into any agreement with a Non-Settlor except in conformity with this Consent Decree.

5. Additional Settling PRPs. The Work Parties and the Department may approach Non-Settlers and offer to settle their potential liability for Matters Addressed. In the event such Non-Settlor chooses to settle its potential or alleged liability with the Work Parties and the Department consistent with the terms of this Consent Decree, the Parties agree to allow such Non-Settlor (an "Additional Settling PRP") to settle such claim or claims, provided the Work Parties and the Additional Settling PRP agree on the terms, financial and otherwise, of such a settlement. The Additional Settling PRP shall be designated as either a Work Party, Cash Out Settlor, or Re-Opener Settlor, according to the financial terms set forth by the Work Parties in a separate confidential agreement between the Work Parties and such Additional Settling PRP, by executing an Additional Settling PRP Consent Decree Acknowledgement in the form attached hereto as Appendix 6. The Additional Settling PRP Consent Decree Acknowledgement shall be executed by an authorized representative of each of the Additional Settling PRP, the Department, and the Work Parties, and shall become effective upon filing with the Court, at which time such Additional Settling PRP shall be subject to all terms of this Consent Decree (including, by way of example, financial assurance requirements applicable to Work Parties), and such Additional Settling PRP Consent Decree Acknowledgement shall become part of this Consent Decree as if the Additional Settling PRP had executed the Consent Decree prior to the Court approval and execution. As

between the Department and the Work Parties, the Work Parties shall be entitled to retain the entirety of all funds recovered from Additional Settling PRPs.

6. Costs for Identification and Pursuit of PRPs and Inclusion of Additional Settling PRPs. All costs incurred by any Party to this Consent Decree in connection with the Identification and Pursuit of PRPs and in all activities associated with including the Additional Settling PRPs in this Consent Decree pursuant to **Paragraphs 5 and 101** will be considered Response Costs solely for purposes of settlement in this Consent Decree. As provided elsewhere in this Consent Decree, such costs may be pursued from Additional Settling PRPs or other Non-Settlers.

ARTICLE IV

OBLIGATIONS FOR THE PERFORMANCE OF THE WORK

7. Work Parties' Obligations to Perform Work.

(a) The Parties agree that the Work Parties shall finance and perform the Work in accordance with this Consent Decree, the ROD, and the SOW using funding from the Work Parties' Escrow Account, from the Performance Trust Account, from the Work Parties and/or from settlements with Additional Settling PRPs and other parties. The Cash Out Settlers and Re-Opener Settlers shall have no obligation to perform the Work and shall be required to make only the payments described in **Paragraph 60**.

(b) The Work Parties shall: (i) develop the Remedial Design; (ii) perform the Remedial Action; (iii) operate, maintain, and monitor the effectiveness of the Remedial Action; and (iv) perform and/or fund the O&M activities; all in accordance with the SOW and all Department-approved, conditionally-approved, or modified deliverables as required by the SOW.

8. Deliverables. All deliverables required to be submitted for approval under the Consent Decree or SOW shall be subject to approval by the Department in accordance with Section 6.5 of the SOW. Subject to **Paragraph 113(b)**, the obligations of the Work Parties to finance and to implement the remedy described in the ROD until the Performance Standards are achieved, and until the Department issues a Certification of Work Completion, including the obligations to pay amounts due under this Consent Decree, are joint and several.

9. Insolvency of a Work Party. In the event of the insolvency of any Work Party or the failure by any Work Party to implement any requirement or obligation of this Consent Decree, the remaining Work Parties shall complete all such requirements and obligations. The Department and any or all of the Work Parties, or any combination of them, may file a claim jointly or individually against any Work Party's bankruptcy estate.

10. Emergencies and Releases. The Work Parties shall comply with the emergency and release response and reporting requirements under Section 4.3 of the SOW. Subject to the covenants and reservations expressly provided in this Consent Decree, nothing in this Consent Decree, including the provisions of the SOW, limits any authority of the Department: (a) to take all appropriate action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Hazardous Substances on, at, or from the Site, or (b) to direct or order such action, or seek an order from the Court, to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Hazardous Substances on, at, or from the Site. If, due to the Work Parties' failure to take appropriate Response Action under Section 4.3 of the SOW, the Department takes such action instead, all costs incurred by the Department in taking such action shall be considered the

Department's Reimbursable Future Costs and the Work Parties shall reimburse the Department for such costs as provided in this Consent Decree.

11. Engagement of Contractors; Approval of Supervising Contractor.

(a) Notwithstanding any other provision herein to the contrary, all aspects of the Work to be performed by Work Parties pursuant to this Consent Decree shall be under the direction, supervision, and oversight of the Department's Project Manager.

(b) The Work Parties may hire one or more contractors to perform the Work. All contractors (but not subcontractors or sub-subcontractors) selected by the Work Parties to perform the Work related to this Consent Decree, the ROD, and the SOW shall be subject to approval by the Department. At the request of the Work Parties and with the Trustee's agreement and the Department's approval, the Work Parties may hire the Trustee or some other entity to perform or oversee the Work Parties' Operation and Maintenance activities, at the sole expense and obligation of the Work Parties. Such agreement shall be outlined in a separate agreement that does not require approval of the Court.

(c) The Work Parties shall provide a copy of this Consent Decree to the Work Parties' Project Coordinator and the Supervising Contractor, as well as each other contractor hired by the Work Parties to perform the Work required by this Consent Decree, and shall condition all contracts entered into with such contractors upon performance of the Work in conformity with the terms of this Consent Decree and the SOW. The Work Parties or their Project Coordinator or the Supervising Contractor shall provide written notice of the Consent Decree to all subcontractors hired to perform any portion of the Work required by this Consent Decree. The Work Parties shall nonetheless be responsible for ensuring that their Supervising Contractor performs the Work in accordance with the terms

of this Consent Decree. With regard to the activities undertaken pursuant to this Consent Decree, the Supervising Contractor shall be deemed to be in a contractual relationship with the Work Parties within the meaning of CERCLA § 107(b)(3), 42 U.S.C. § 9607(b)(3).

(d) Within 90 days after the Effective Date, the Work Parties shall notify the Department, in writing, of the name, title, and qualifications of any contractor proposed to be the Supervising Contractor. With respect to any contractor to be the Work Parties' Supervising Contractor, the Work Parties shall demonstrate that the proposed contractor has a quality assurance system by submitting a copy of the proposed contractor's Quality Management Plan ("QMP"). The QMP should be prepared in accordance with EPA's Requirements for Quality Management Plans (QA/R-2) (EPA/240/B-01/002, March 2001, reissued May 2006) or equivalent documentation as determined by the Department. The Department will issue a written notice of disapproval or written authorization to proceed regarding hiring by the Work Parties of the proposed Supervising Contractor. If at any time thereafter, the Work Parties propose to change the Supervising Contractor, the Work Parties shall give such written notice to the Department and must obtain a written authorization to proceed from the Department before the new Supervising Contractor performs, directs, or supervises any Work under this Consent Decree. Authorization to proceed, in any event, shall not be unreasonably delayed or withheld.

(e) If the Department disapproves a proposed Supervising Contractor, the Department will notify the Work Parties in writing. The Work Parties shall submit to the Department a list of contractors, including the qualifications of each contractor, that would be acceptable to the Work Parties within 30 days after receipt of the Department's written disapproval of the contractor previously proposed. The Department will provide written

notice of the names of any contractor(s) that it disapproves and an authorization to proceed with respect to any of the other contractors. The Work Parties may select any contractor from that list that is not disapproved by the Department and shall notify the Department of the name of the selected contractor within 21 days after the Department's authorization to proceed.

(f) The Department may extend any deadlines in a plan approved pursuant to this Consent Decree and the SOW. The failure of the Department to timely provide any disapproval or authorization required by this Paragraph which would cause the Work Parties to fail to timely meet a milestone or deadline required by this Consent Decree, SOW or any document required to be prepared by this Consent Decree shall excuse the Work Parties from performance of such activity until a reasonable time after the receipt by the Work Parties of such required disapproval or authorization.

12. Modification of SOW or Related Work Plans, Reports, or other Deliverables.

(a) If the Department determines that it is necessary to modify the work specified in the SOW and/or in work plans, reports, and other deliverables developed under the SOW in order to achieve and/or maintain the Performance Standards or to carry out and maintain the effectiveness of the Remedial Action, and such modification is consistent with the "Scope of the RA" set forth in Section 1.3 of the SOW, then the Department may notify the Work Parties of such modification. If Work Parties object to the modification they may, within 30 days after actual receipt of the Department's modification, seek dispute resolution provided in this Consent Decree.

(b) The SOW and/or related work plans shall be modified: (1) in accordance with the modification issued by the Department; or (2) if the Work Parties invoke dispute

resolution, in accordance with the final resolution of the dispute. The modification shall be incorporated into and enforceable under the Consent Decree, and the Work Parties shall implement all Work required by the modification. The Work Parties shall incorporate the modification into the deliverables required under the SOW, as appropriate.

(c) The Department's Project Manager may approve extensions to any schedule in the SOW or any work plan approved by the Department under the SOW without signatures of the Parties or approval of this Court. All requests for extension and every decision of the Department's Project Manager with regard to such requests shall be made in writing.

(d) Nothing in this Paragraph shall be construed to limit the Department's authority to require performance of further Response Actions as otherwise provided in this Consent Decree.

13. No Representations or Warranties. Nothing in this Consent Decree or any deliverable required under the SOW constitutes a warranty or representation of any kind by the Department that compliance with the Work requirements set forth in the ROD and SOW or related deliverable will achieve the Performance Standards.

14. Off-Site Shipment of Hazardous Substances. The Work Parties may ship Hazardous Substances from the Site to an off-site facility only in accordance with Section 4.4 of the SOW.

15. Permits.

(a) As provided in CERCLA § 121(e), 42 U.S.C. § 9621(e), and NCP § 300.400(e), no permit shall be required for any portion of the Work conducted entirely on-site (*i.e.*, within the areal extent of contamination or in very close proximity to the

contamination and necessary for implementation of the Work). In order to demonstrate compliance with the substantive provisions of permitting regulations, the Work Parties may be required to submit applications, work plans, and other information to the Department. Where any portion of the Work that is not on-site requires a federal, state, or local permit or approval, the Work Parties shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. To the extent any required state permit or approval must be issued by the Department, the Department will not unreasonably deny the issuance of, and shall promptly issue, such state permits or approvals.

(b) The Work Parties may seek relief under the *force majeure* provisions of this Consent Decree for any delay in the performance of the Work resulting from failure to obtain, or a delay in obtaining, any permit or approval referenced in this Paragraph and required for the Work, provided that the Work Parties have submitted timely and complete applications and taken all other actions necessary to obtain all such permits or approvals.

(c) This Consent Decree is not and shall not be construed to be a permit issued pursuant to any federal or state statute or regulations.

16. Work Takeover.

(a) Work Takeover Notice. In the event the Department determines that the Work Parties have (i) ceased implementation of any portion of the Work, or (ii) are seriously or repeatedly and materially deficient or unjustifiably late in their performance of the Work, the Department may issue a written notice (“Work Takeover Notice”) to the Work Parties. Any Work Takeover Notice issued by the Department will specify the grounds upon which such notice was issued and will provide the Work Parties a period of

10 days within which to remedy the circumstances giving rise to the Department's issuance of such notice.

(b) Work Takeover. If at any time the Department determines that the performance of the Work, or lack thereof, presents an immediate endangerment to human health or the environment, or if after expiration of the 10-day notice provision in the paragraph above, the Work Parties have not remedied to the Department's satisfaction the circumstances giving rise to the Department's issuance of the relevant Work Takeover Notice, the Department may at any time thereafter assume the performance of all or any portion(s) of the Work as the Department deems necessary ("Work Takeover"). The Department will notify the Work Parties in writing (which writing may be electronic) if the Department determines that implementation of the Work Takeover is warranted.

(c) Disputes. The Work Parties may invoke the dispute resolution procedures set forth in this Consent Decree to dispute the Department's implementation of a Work Takeover under this Paragraph. However, notwithstanding the Work Parties' invocation of such dispute resolution procedures, and during the pendency of any such dispute, the Department may in its sole discretion commence and continue the Work Takeover until the earlier of: (i) the date that the Work Parties remedy, to the Department's satisfaction, the circumstances giving rise to the Department's issuance of the relevant Work Takeover Notice, or (ii) the date that a final decision is rendered in accordance with the dispute resolution provisions requiring the Department to terminate such Work Takeover.

(d) Reservation of Rights. Notwithstanding any other provision of this Consent Decree, the Department retains all authority and reserves all rights to take any and all Response Actions authorized by law.

ARTICLE V

REMEDY REVIEW; FURTHER RESPONSE ACTIONS

17. Periodic Review. The Work Parties shall conduct, in accordance with the Periodic Review Support Plan developed pursuant to Section 4.7 of the SOW, studies and investigations to support the Department's reviews under CERCLA § 121(c), 42 U.S.C. § 9621(c) and any applicable regulations, of whether the Remedial Action is protective of human health and the environment until the Department issues a Certification of Work Completion.

18. Department's Selection of Further Response Actions. If the Department determines, at any time, that the Remedial Action is not protective of human health and the environment, the Department may select further Response Actions for the Site in accordance with the requirements of CERCLA and the NCP.

19. Opportunity to Comment. The Work Parties, all PRPs, and, if required by CERCLA §§ 113(k)(2) or 117, 42 U.S.C. §§ 9613(k)(2) or 9617, the public, will be provided an opportunity to comment on any further Response Actions proposed by the Department as a result of the review conducted pursuant to CERCLA § 121(c) and to submit written comments for the record during the comment period. The Department will consider and respond to all public comments and determine if any changes or modifications are warranted on further Response Actions proposed.

20. Work Parties' Obligation to Perform Further Response Actions. If the Department selects further Response Actions relating to the Site consistent with the ROD and the "Scope of the RA" set forth in Section 1.3 of the SOW, the Department may require the Work Parties to perform such further Response Actions, but only to the extent the reopener conditions are satisfied or the Remedial Action is not protective of human health and the environment. The Work Parties may invoke the Dispute Resolution procedures set forth in this Consent Decree to dispute (a) the

Department's determination that the reopener conditions are satisfied, (b) the Department's determination that the Remedial Action is not protective of human health and the environment, or (c) the Department's selection of the further Response Actions.

21. Submission of Plans. If the Work Parties are required to perform further Response Actions, they shall submit a plan for such Response Actions to the Department for approval in accordance with Section 6.5 of the SOW. The Work Parties shall implement the approved plan in accordance with this Consent Decree.

22. Costs of Further Response Actions. Nothing in this Agreement precludes any Party from incurring costs associated with the further Response Actions and pursuing such Response Costs from Non-Settlers.

ARTICLE VI

QUALITY ASSURANCE, SAMPLING, AND DATA ANALYSIS

23. Quality Assurance Project Plan.

(a) The Work Parties shall use quality assurance, quality control, and chain of custody procedures for all treatability, design, compliance, and monitoring samples, and subsequent amendments to such procedures upon notification by the Department to the Work Parties of such amendment. Amended guidelines shall apply only to procedures conducted after such notification.

(b) The Work Parties shall submit to the Department for approval a Quality Assurance Project Plan ("QAPP") in accordance with the SOW, which QAPP shall be consistent with the NCP and meet the requirements set forth in Section 6.6(d) of the SOW. If relevant to the proceeding, the Work Parties and the Department agree that validated sampling data generated in accordance with the QAPP and reviewed and approved by the

Department will be admissible as evidence in any proceeding under this Consent Decree, without objection as to data quality; however, such data is subject to objection as to the usefulness of the data for any specific purpose.

24. Laboratories, Data Collection and Analytical Methods.

(a) The Work Parties shall ensure that the Department or its representatives are allowed access to all laboratories utilized by the Work Parties in implementing this Consent Decree, which laboratories will obtain all relevant certification from the Department. In addition, the Work Parties shall ensure that such laboratories shall analyze all samples submitted by the Department pursuant to the QAPP for quality assurance purposes.

(b) The Work Parties shall ensure that the laboratories they utilize for the analysis of samples taken pursuant to this Consent Decree perform all analysis according to the accepted EPA methods, and any amendments made thereto, during the course of the implementation of this Consent Decree. The Work Parties shall ensure that all laboratories they use for analysis of samples taken pursuant to this Consent Decree participate in an EPA or EPA-equivalent quality assurance/quality control (“QA/QC”) program. The Work Parties shall ensure that all such analyses are performed by a DHEC-certified laboratory for all analytical methods being used.

(c) The Work Parties shall ensure that all field methodologies utilized in collecting samples for subsequent analysis pursuant to this Consent Decree are conducted in accordance with the procedures set forth in the QAPP.

25. Duplicate Samples. Upon request, the Work Parties shall allow split or duplicate samples to be collected by the Department. The Work Parties shall notify the Department not less than 14 days in advance of any sample collection activity unless shorter notice is agreed to by the

Department. In addition, the Department will have the right to collect any additional samples that the Department deems necessary. Upon request, the Department will allow the Work Parties to take split or duplicate samples of any samples the Department collects. Any split or duplicate samples collected by the Department shall be considered the Department's Oversight Costs.

26. Submission of Sample Results. The Work Parties shall submit to the Department one hard copy and one electronic searchable PDF copy on electronic media of the results of all sampling and/or tests or other data obtained or generated by or on behalf of the Work Parties with respect to the Site and/or the implementation of this Consent Decree unless the Department agrees otherwise.

27. Department's and EPA's Retention of Authority. Except as specifically set forth in this Consent Decree, the Department and EPA (subject to the terms and conditions of the MOU) retain all of their information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, HWMA, PCA, and other applicable statutes or regulations.

ARTICLE VII

ACCESS AND INSTITUTIONAL CONTROLS

28. Access to Site.

(a) The Work Parties will seek from the Trustee, and the Department shall support the efforts of the Work Parties, commencing on the Effective Date, to provide the Work Parties' Project Coordinator, Supervising Contractor, representatives of the Work Parties' Technical Committee and/or liaison counsel for the Work Parties, and their representatives, contractors, and subcontractors, access at all reasonable times to the Site,

to conduct any activity regarding the Consent Decree including, but not limited to, the following activities:

- (i) Monitoring the Work;
- (ii) Verifying any data or information submitted to the Department;
- (iii) Conducting investigations regarding contamination at or near the Site;
- (iv) Obtaining samples;
- (v) Assessing the need for, planning, or implementing Response Actions at or near the Site;
- (vi) Implementing the Work;
- (vii) Assessing implementation of quality assurance and quality control practices as defined in the approved construction quality assurance quality control plan as provided in the CQAP and the SOW;
- (viii) Determining whether the Site is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted under the Consent Decree; and
- (ix) Implementing, monitoring, maintaining, reporting on, and enforcing any land, water, or other resource use restrictions (Institutional Controls).

The Department will assist the Work Parties in obtaining access to the Site, including the exercise of legal authority to compel access, and in the event the Work Parties are still unable to obtain access using reasonable means, the Department agrees to either (i) treat any resulting delay as a *force majeure* event pursuant to this Consent Decree or (ii) obtain access on its own and conduct

necessary Work as may be required, in which case the Work Parties shall reimburse the Department for all costs related to such action.

(b) Commencing on the Effective Date, the Work Parties shall not use the Site in any manner that the Department determines will pose an unacceptable risk to human health or to the environment due to exposure to Hazardous Substances or interfere with or adversely affect the implementation, integrity, or protectiveness of the Remedial Action or O&M. The restrictions shall include, but not be limited to:

(i) Prohibition on the use of groundwater for any purpose without the express written approval of the Department;

(ii) Restricting land use to commercial, office, retail, and industrial uses; and

(iii) Such other restrictions as the Department deems necessary and proper for the protection of human health and the environment.

Notwithstanding any other provision of this Consent Decree to the contrary, no restriction shall prevent or restrict the sampling or treatment of soil or groundwater pursuant to the ROD or SOW.

29. Access to and Institutional Controls at Property Not Owned by Trustee. If the Site, or any other real property where access and/or land/water use restrictions are needed, is owned or controlled by persons other than the Trustee:

(a) The Work Parties shall make reasonable efforts to gain access to any real property not owned by the Trustee necessary to perform the Work and any other activities under this Consent Decree. The Department will assist the Work Parties in obtaining access to such real property, including the exercise of legal authority to compel access, and in the event the Work Parties are still unable to obtain access using reasonable means, the

Department agrees to either (i) treat any resulting delay as a *force majeure* event under this Consent Decree or (ii) obtain access on its own and conduct necessary Work as may be required, in which case the Work Parties shall reimburse the Department for all reasonable costs related to such action.

(b) The Work Parties shall use reasonable efforts to secure from the owner of any such real property:

(i) an agreement to provide access thereto for the Department and the Work Parties, and their representatives, contractors, and subcontractors, to conduct any activity regarding the Consent Decree;

(ii) an agreement, enforceable by the Work Parties and the Department, to refrain from using the Site in any manner that the Department reasonably determines will pose an unacceptable risk to human health or to the environment due to exposure to Hazardous Substances or interfere with or adversely affect the implementation, integrity, or protectiveness of the Remedial Action or O&M. The agreement shall include, but not be limited to, the land/water use restrictions required under this Consent Decree; and

(iii) the execution and recordation in the appropriate land records office of Institutional Controls, that (A) grant a right of access to conduct any activity regarding the Consent Decree, and (B) grant the right to enforce the land/water use restrictions established in this Consent Decree. The Institutional Controls shall be granted to one or more of the following persons, as determined by the Department:

(i) the Department and its representatives, (ii) Work Parties and their representatives, (iii) the Trustee and its representatives, and/or (iv) other

appropriate grantees. The Institutional Controls, other than those granted to the Department, shall include a designation that the Department is a third-party beneficiary, allowing the Department to maintain the right to enforce the Institutional Controls without acquiring an interest in real property.

30. Institutional Controls. The Parties agree that Institutional Controls, consistent with the SOW and the ROD, are appropriate for ensuring protection of public health and welfare and the environment. The Work Parties shall submit to the Department for review and approval draft Institutional Controls in accordance with the approved Institutional Controls Implementation and Assurance Plan prepared pursuant to Sections 3.4(k) and 6.6(i) of the SOW. The Department will review the Institutional Controls and either approve, conditionally approve, or disapprove them. The Department may conditionally approve or disapprove them if such a course of action is warranted in the sole discretion of the Department. Any disapproval or conditional approval of the Institutional Control shall be in writing and shall state with specificity the reasons for such disapproval or conditional approval. Within 15 days following the Department's written approval and acceptance of the Institutional Controls, the Work Parties shall request the Trustee (or subsequent property owner) to record the Institutional Controls with the appropriate land records office at the Work Parties' expense.

31. Department's and EPA's Retention of Authority. Notwithstanding any provision of the Consent Decree, the Department and EPA (subject to the terms and conditions of the MOU) retain all of their access authorities and rights, as well as all of its rights to require Institutional Controls, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulations.

32. Best Efforts. As used in this Consent Decree, “best efforts” means the efforts that a reasonable person in the position of Work Parties would use so as to achieve the goal in a timely manner, including the cost of employing professional assistance and the payment of reasonable sums of money to secure access and/or use restriction agreements. If Work Parties are unable to accomplish what is required through “best efforts” in a timely manner, they shall notify the Department, and include a description of the steps taken to comply with the requirements. If the Department deems it appropriate, it may assist Work Parties, or take independent action, in obtaining such access and/or use restrictions. All reasonable costs incurred by the Department in providing such assistance or taking such action, including the cost of attorney time and the amount of monetary consideration or just compensation paid, shall be reimbursed by the Work Parties.

33. Governmental Controls. If the Department determines in a decision document prepared in accordance with the NCP that Institutional Controls in the form of state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices are needed, the Work Parties shall cooperate with the Department’s efforts to secure and ensure compliance with such Institutional Controls.

ARTICLE VIII

REPORTING REQUIREMENTS

34. Progress Reports. The Work Parties shall submit to the Department written progress reports in accordance with Sections 5.1 and 5.2 of the SOW.

35. Emergency Response and Reporting of Releases. The Work Parties shall comply with the reporting obligations set forth in Section 4.3 of the SOW.

36. Submission Criteria for Reports and Deliverables. Unless otherwise agreed by the Department and the Work Parties or required under this Consent Decree, the Work Parties shall submit all deliverables in accordance with the Section 6 of the SOW.

ARTICLE IX

DEPARTMENT'S APPROVAL OF PLANS, REPORTS AND OTHER DELIVERABLES

37. Review and Approval Procedure. The Department will review and approve any plan, report, or other deliverable that is required to be submitted for approval pursuant to this Consent Decree in accordance with the procedure set forth in Section 6.5 of the SOW.

38. Implementation. The Work Parties shall implement approved deliverables, or any approved portions thereof, in accordance with Section 6.5 of the SOW.

ARTICLE X

ACCESS TO INFORMATION

39. Records. The Work Parties shall provide to the Department upon request, subject to **Paragraph 40**, copies of all relevant records, reports, documents, and any other information (including those in electronic form) within their possession, custody, or control (including that of their contractors or agents) relating to the activities at the Site or to the implementation of this Consent Decree, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information regarding the Work (collectively, "Records" and each, a "Record"). The Work Parties shall also reasonably make available to the Department for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of Work.

(a) Retention of Records. Until 10 years after the Department's Certification of Work Completion under Section 4.8 of the SOW, each Work Party shall preserve and retain all non-identical copies of Records (including Records in electronic form) now in its possession, custody or control or that come into its possession, custody or control that relate in any manner to its liability under CERCLA with respect to the Site. Each Work Party must also retain, and instruct its contractors and agents to preserve, for the same period of time specified above all non-identical copies of the final version or, in the absence of a final version, the last draft, of any Records (including Records in electronic form) now in its possession, custody or control or that come into its possession, custody or control that relate in any manner to the performance of the Work, provided, however, that each Work Party (and its contractors and agents) must retain, in addition, copies of all data generated during the performance of the Work and not contained in the aforementioned Records required to be retained. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

(b) At the conclusion of this record retention period, the Work Parties shall notify the Department at least 90 days prior to the destruction of any such Records, and, upon request by the Department, and except as provided in **Paragraph 40** (Business Confidential and Privileged Documents), the Work Parties shall deliver any such Records to the Department at the Work Parties' expense.

(c) Each Work Party certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not deliberately altered, mutilated, discarded, destroyed, or otherwise disposed of any Records (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by the

Department, and that it has fully complied with any and all Department requests for information regarding the Site pursuant to CERCLA §§ 104(e) and 122(e)(3)(B), 42 U.S.C. §§ 9604(e) and 9622(e)(3)(B), and RCRA § 3007, 42 U.S.C. § 6927, and state law.

40. Business Confidential and Privileged Documents.

(a) Any Settling PRP may assert business confidentiality claims covering part or all of the Records submitted to the Department under this Consent Decree to the extent permitted by and in accordance with CERCLA § 104(e)(7), 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Records determined to be confidential under applicable laws will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to the Department or if the Department has notified Settling PRPs that the Records are not confidential under the standards of CERCLA § 104(e)(7) or 40 C.F.R. Part 2, Subpart B, the public may be given access to such Records without further notice to Settling PRPs. The Settling PRP may submit two copies with one redacted copy as necessary to protect confidential information and one unredacted but marked with the appropriate claim of confidentiality. Notwithstanding any other provision herein to the contrary, all submissions, and access thereto, shall comply with the S.C. Freedom of Information Act, S.C. Code Ann. § 30-4-10, *et seq.*

(b) Any Settling PRP may assert that certain Records are privileged under the attorney-client privilege or any other privilege recognized by federal or state law. If Settling PRPs assert such a privilege in *lieu* of providing Records, they shall, upon written request, provide the Department with a privilege log which details the following: (1) title of the Record; (2) the date of the Record; (3) the name, title, affiliation (*e.g.*, company or

firm), and address of the author of the Record; (4) the name and title of each addressee and recipient; (5) a description of the contents of the Record; and (6) the privilege asserted by the Settling PRPs. If a claim of privilege applies only to a portion of the Record, the Record shall be provided to the Department in redacted form to mask the privileged portion only. Settling PRPs shall retain all Records that they claim to be privileged until the date that is three years after the Department has issued a Certification of Work Completion.

(c) Notwithstanding any other provision herein to the contrary, no claim of confidentiality or privilege shall be made with respect to any data created or generated in satisfaction of the requirements of this Consent Decree, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data; provided, however, that any Settling PRP may assert a claim of confidentiality or privilege in accordance with this **Paragraph 40** with respect to analysis, evaluation or interpretation of such data by such Settling PRP or its attorneys, consultants, employees or other advisors. This provision does not limit EPA's rights to preserve or protect enforcement-related material and work product that EPA generates regarding the Site, as EPA's data and analysis is not considered to be "in satisfaction of the requirements of the Consent Decree."

ARTICLE XI

PROJECT MANAGER/COORDINATORS

41. Deliverables and Notices. All approvals, consents, deliverables, modifications, notices, notifications, objections, proposals, reports, and requests specified in this Consent Decree must be in writing unless otherwise specified. Whenever, under this Consent Decree, notice is required to be given, or a report or other document is required to be sent, by one Party to another, it must be directed to the person(s) specified below as the Department's Project Manager or the

Work Parties' Project Coordinator, as applicable, at the address(es) specified below. Any Party may change the person and/or address applicable to it by providing notice of such change to the Parties. All notices under this Section are effective upon receipt, unless otherwise specified. Except as otherwise provided, notice to a Party by e-mail (if that option is provided below) or by regular mail in accordance with this Section satisfies any notice requirement of the Consent Decree regarding such Party.

42. Designation of Department's Project Manager. The Department's Project Manager is:

Carol Crooks, Project Manager
 South Carolina Department of Health & Environmental Control
 2600 Bull St.
 Columbia, SC 29201
 Office: 803-898-0810
 E-mail: crookscl@dhec.sc.gov

43. Designation of Work Parties' Project Coordinator.

(a) Within 10 days after the Effective Date, the Work Parties shall notify the Department, in writing, of the name, address, e-mail, and telephone number of the Work Parties' designated Project Coordinator or Coordinators.

(b) If a Work Parties' Project Coordinator initially designated is changed, the identity of the successor will be given to the Department at least 5 working days before the change occurs, unless impracticable, but in no event later than the actual day the change is made. The Work Parties' Project Coordinator(s) may assign other representatives, including other contractors, to assist in coordinating the Remedial Action.

44. Authority of Department's Project Manager. The Department may designate other representatives, including, but not limited to, Department employees, contractors, and consultants, to oversee the Remedial Action. The Department's Project Manager will have the authority

lawfully vested in a Remedial Project Manager (“RPM”) and an On-Scene Coordinator (“OSC”) by the NCP, 40 C.F.R. Part 300. The Department’s Project Manager will have authority, consistent with the NCP, to halt any Work and to take any necessary Response Action when he or she determines that conditions at the Site constitute an emergency situation or may present an immediate threat to public health, welfare or the environment due to release or threatened release of Hazardous Substances.

45. Meetings of Project Manager and Project Coordinator(s). The Department’s Project Manager and the Work Parties’ Project Coordinator will hold periodic meetings in accordance with Section 4.2 of the SOW.

ARTICLE XII

FINANCIAL ASSURANCE, PAYMENT AND PERFORMANCE GUARANTEE

46. Required Financial Assurance for Payment and Performance. In order to ensure completion of the Work, the Work Parties shall secure, in accordance with this Paragraph, financial assurance in an amount equal to the estimated cost of implementing the remedy selected in the ROD and as further refined in the SOW, as adjusted from time to time pursuant to this Article (as adjusted, the “Estimated Cost of the Work”), which Estimated Cost of the Work is initially Twenty-four Million Dollars and No Cents (\$24,000,000.00), for the benefit of the Department. The Work Parties shall meet their financial assurance obligations pursuant to this Paragraph by funding the Financial Assurance Mechanism with at least Twenty-four Million Dollars and No Cents (\$24,000,000.00) within 90 days after the Effective Date. The Financial Assurance Mechanism, which must be satisfactory in form and substance to the Department, must be one or more of the following mechanisms (or any combination thereof) in a form substantially identical to the relevant sample documents available from EPA or under the “Financial Assurance –

Settlements” category on the Cleanup Enforcement Model Language and Sample Documents Database at <https://cfpub.epa.gov/compliance/models/>. The Work Parties may use multiple mechanisms if they are limited to surety bonds guaranteeing payment, letters of credit, trust funds, escrow accounts, and insurance policies:

(a) A surety bond unconditionally guaranteeing payment and/or performance of the Work that is issued by a surety company among those listed as acceptable sureties on federal bonds as set forth in Circular 570 of the U.S. Department of the Treasury;

(b) One or more irrevocable letters of credit, payable to or at the direction of the Department, that is issued by one or more entities (i) that has the authority to issue letters of credit and (ii) whose letter-of-credit operations are regulated and examined by a federal or state agency;

(c) A trust fund or escrow account established for the benefit of the Department that is administered by a trustee (i) that has the authority to act as a trustee and (ii) whose trust operations are regulated and examined by a federal or state agency;

(d) A policy of insurance that (i) provides the Department with acceptable rights as a beneficiary thereof and (ii) is issued by an insurance carrier (A) that has the authority to issue insurance policies in the applicable jurisdiction(s) and (B) whose insurance operations are regulated and examined by a federal or state agency;

(e) A demonstration by one or more Work Parties that it meets the relevant test criteria of **Paragraph 48**, which obligates the affected Work Party to pay funds to or at the direction of the Department, up to the amount financially assured through the use of this demonstration in the event of a Work Takeover; or

(f) A guarantee to fund or perform the Work executed in favor of the Department by a company: (1) that is a direct or indirect parent company of a Work Party or has a “substantial business relationship” (as defined in 40 C.F.R. § 264.141(h)) with a Work Party and (2) can demonstrate to the Department’s satisfaction that it meets the financial test criteria of **Paragraph 48**.

47. Selection of Initial Financial Assurance Mechanism. The Work Parties have selected, and the Department has found satisfactory, as an initial Financial Assurance Mechanism pursuant to **Paragraph 46**, a trust fund/escrow account (“Performance Trust Account”) held in trust pursuant to a Guarantee of Payment and Performance Trust Agreement substantially in the form attached hereto as **Appendix 7**. Within 30 days after the Effective Date, the Work Parties shall execute or otherwise finalize all instruments or other documents required in order to make the selected Financial Assurance Mechanism legally binding in a form substantially identical to the document attached hereto as **Appendix 7**, and such Financial Assurance Mechanism shall thereupon be fully effective. Within 60 days after the Effective Date, the Work Parties shall submit to the Department copies and/or originals of all executed and/or otherwise finalized instruments or other documents required in order to make the selected Financial Assurance Mechanism legally binding. The Work Parties may use the funds in the Performance Trust Account to perform the Work, and the Estimated Cost of the Work, and amount of financial assurance required pursuant to **Paragraph 46**, shall be automatically adjusted downward as such funds are used to perform the Work.

48. Requirements for Demonstration or Guarantee. If, at any time after the Effective Date and before issuance of the Certification of Work Completion pursuant to Section 4.8 of the SOW, the Work Parties provide a payment and performance guarantee as part of a Financial

Assurance Mechanism for completion of the Work by means of a demonstration or guarantee, the relevant Work Party shall also comply with the other relevant requirements of 40 C.F.R. § 264.143(f) relating to these mechanisms, unless otherwise provided in this Consent Decree, including but not limited to:

(a) the initial submission of required financial reports and statements from the relevant Work Party's chief financial officer ("CFO") and independent certified public accountant ("CPA"), in the form prescribed by EPA in its financial test sample CFO letters and CPA reports available at:

<https://www.epa.gov/compliance/resources/policies/cleanup/superfund/fa-test-samples.pdf>

(b) the annual resubmission of such reports and statements within 90 days after the close of each such Work Party's fiscal year; and

(c) the prompt notification of the Department after each such Work Party determines that it no longer satisfies the financial test requirements set forth at 40 C.F.R. § 264.143(f)(1) and in any event within 90 days after the close of any fiscal year in which such Work Party no longer satisfies such financial test requirements.

For purposes of the performance guarantee mechanisms specified in this Paragraph, references in 40 C.F.R. Part 264, Subpart H, to "closure," "post-closure," and "plugging and abandonment" shall be deemed to include the Work; the terms "current closure cost estimate," "current post-closure cost estimate," and "current plugging and abandonment cost estimate" shall be deemed to include the Estimated Cost of the Work; and the terms "facility" and "hazardous waste facility" shall be deemed to include the Site.

49. Inadequate Financial Assurance Mechanism. In the event that the Department determines at any time that a Financial Assurance Mechanism provided by any Work Party

pursuant to this Article is inadequate due to a material increase in the estimated cost of completing the Work or because it otherwise no longer satisfies the requirements set forth in this Article for any other reason, or in the event that the Work Parties become aware of information indicating that a Financial Assurance Mechanism provided pursuant to this Article is inadequate due to an increase in the estimated cost of completing the Work or otherwise no longer satisfies the requirements set forth in this Article for any other reason, the Work Parties, within 30 days after receipt of written notice of the Department's determination or, as the case may be, within 30 days after the Work Parties become aware of such information, shall obtain and present to the Department for approval a proposal for a revised or alternative form of financial assurance listed in **Paragraph 46** that satisfies all requirements set forth in this Article and that will provide for payment and performance of all obligations hereunder; provided, however, that if any Work Party cannot obtain such revised or alternative form of Financial Assurance Mechanism within such 30-day period, and provided further that the Work Party shall have commenced to obtain such revised or alternative form of Financial Assurance Mechanism within such 30-day period, and thereafter diligently proceeds to obtain the same, the Department may extend such period for such time as is reasonably necessary for the Work Party in the exercise of due diligence to obtain such revised or alternative form of Financial Assurance Mechanism. The Work Parties' inability to provide an adequate Financial Assurance Mechanism for completion of the Work shall in no way excuse payment for or performance of any other requirements of this Consent Decree, including, without limitation, the obligation of Work Parties to complete the Work in strict accordance with the terms of this Consent Decree.

50. Funding for Work Takeover. The commencement of any Work Takeover that is not the subject of a pending dispute being resolved pursuant the Dispute Resolution provisions of

this Consent Decree shall trigger the Department's right to receive the benefit of any payment or performance guarantee(s) and/or Financial Assurance Mechanism, and at such time the Department will have immediate access to resources guaranteed under any such Financial Assurance Mechanism, whether in cash or in kind, as needed to continue and complete the Work, and compensate the Department for all costs related thereto assumed by the Department under the Work Takeover. In addition, if at any time the Department is notified by the issuer of a Financial Assurance Mechanism that such issuer intends to cancel the Financial Assurance Mechanism it has issued then, unless the Work Parties provide a substitute Financial Assurance Mechanism in accordance with this Article no later than 30 days prior to the impending cancellation date, the Department will be entitled (as of and after the date that is 30 days prior to the impending cancellation) to draw fully on the funds guaranteed under the then-existing Financial Assurance Mechanism. Any Department costs incurred pursuant to this Article shall be included in the Department's Reimbursable Future Costs and shall be reimbursed by the Work Parties.

51. Modification of Amount and/or Form of Financial Assurance Mechanism.

(a) Reduction of Amount of Financial Assurance Mechanism. If the Work Parties believe that the estimated cost of completing the Work has diminished below the Estimated Cost of the Work (as automatically adjusted pursuant to **Paragraph 47**), the Work Parties may, no more than once during each calendar year after the first anniversary of the Effective Date, or at any other sooner time agreed to by the Department and the Work Parties, petition the Department in writing to request a reduction in the amount of the Financial Assurance Mechanism provided pursuant to this Article so that the amount of the Financial Assurance Mechanism is equal to the estimated cost of completing the Work as of such date. The Work Parties shall submit a written proposal for such reduction

to the Department that shall specify, at a minimum, the estimated cost of completing the Work and the basis upon which such cost was calculated. In seeking approval for a reduction in the amount of the Financial Assurance Mechanism, the Work Parties shall follow the procedures set forth in **Paragraph 51(b)** for requesting a revised or alternative form of Financial Assurance Mechanism, except as specifically provided in this **Paragraph 51(a)**. If the Department decides to accept the Work Parties' proposal for a reduction in the amount of the Financial Assurance Mechanism, either to the amount set forth in Work Parties' written proposal or to some other amount as selected by the Department, the Department will notify the petitioning Work Parties of such decision in writing. Upon the Department's acceptance of a reduction in the amount of the Financial Assurance Mechanism, the Estimated Cost of the Work shall be deemed to be the revised estimated cost of completing the Work set forth in the Department's written decision. After receiving the Department's written decision, the Work Parties may reduce the amount of the Financial Assurance Mechanism in accordance with and to the extent permitted by such written acceptance and shall submit copies of all executed and/or otherwise finalized instruments or other documents required in order to make the selected Financial Assurance Mechanism legally binding. In the event of a dispute, the Work Parties may reduce the amount of the Financial Assurance Mechanism required hereunder only in accordance with an agreement or a final administrative or judicial decision resolving such dispute pursuant to the Dispute Resolution provisions of this Consent Decree. No change to the form or terms of any Financial Assurance Mechanism provided under this Article, other than a reduction in amount, is authorized except as specifically approved by the Department.

(b) Change of Form of Financial Assurance Mechanism.

(i) If, after the Effective Date, the Work Parties desire to change the form or terms of any Financial Assurance Mechanism provided pursuant to this Article, the Work Parties may, on any anniversary of the Effective Date, or at any other time agreed to by the Parties, petition the Department in writing to request a change in the form or terms of the Financial Assurance Mechanism provided hereunder. Any decision made by the Department on a petition submitted under this Paragraph shall be made in the Department's sole and unreviewable discretion, and such decision shall not be subject to challenge by the Work Parties pursuant to the dispute resolution provisions of this Consent Decree or in any other forum.

(ii) The Work Parties shall submit to the Department a written proposal for a revised or alternative Financial Assurance Mechanism that shall specify, at a minimum, a detailed breakdown of the estimated cost of completing the Work, the basis upon which such cost was calculated, and the proposed revised Financial Assurance Mechanism, including all proposed instruments or other documents required in order to make the proposed Financial Assurance Mechanism legally binding. The proposed revised or alternative Financial Assurance Mechanism must satisfy all requirements set forth or incorporated by reference in this Article. The Department will notify the Work Parties in writing of its decision to accept or reject a revised or alternative Financial Assurance Mechanism submitted pursuant to this Paragraph. Within 10 days after receiving a written decision approving the proposed revised or alternative Financial Assurance Mechanism, the Work Parties shall execute and/or otherwise finalize all instruments or other documents required

in order to make the selected Financial Assurance Mechanism legally binding in a form substantially identical to the documents submitted to the Department as part of the proposal, and such Financial Assurance Mechanism shall thereupon be fully effective. The Work Parties shall submit to the Department copies of all executed and/or otherwise finalized instruments or other documents required in order to make the selected Financial Assurance Mechanism legally binding within 30 days after receiving a written decision approving the proposed revised or alternative Financial Assurance Mechanism.

52. Release of Financial Assurance Mechanism. The Work Parties shall not release, cancel, or discontinue any Financial Assurance Mechanism provided pursuant to this Article except as provided in this Paragraph. If the Work Parties receive from the Department a Certification of Work Completion, or if the Department otherwise so notifies the Work Parties in writing, the Work Parties may thereafter release, cancel, or discontinue the Financial Assurance Mechanism provided pursuant to this Article. In the event of a dispute, the Work Parties may release, cancel, or discontinue the Financial Assurance Mechanism required hereunder only in accordance with an agreement or a final administrative or judicial decision resolving such dispute.

ARTICLE XIII

COMPLETION OF REMEDIAL ACTION AND CERTIFICATION OF WORK COMPLETION

53. Completion of the Active Remedial Action and the Work.

(a) The Work Parties may submit to the Department one or more requests for Certification of Active RA Completion, and the Department shall review, and then either approve or reject such requests, in accordance with Section 4.6 of the SOW.

(b) After the Performance Standards have been achieved, the Work Parties shall submit to the Department a final monitoring report, the Work Parties and the Department shall conduct a pre-certification inspection and the Work Parties shall submit to the Department a request for Certification of Work Completion, and the Department shall review and approve or reject such request, in accordance with Section 4.8 of the SOW.

ARTICLE XIV

RESPONSE COSTS

54. Department's Response Costs. The Department's Past Response Costs incurred through November 30, 2021, which predate the lodging of the Complaint in this Action and the Court's approval of this Consent Decree, are in the approximate amount of Eight Million, Six Hundred Sixty-five Thousand, Nine Hundred Sixty-one Dollars and Eighty-seven Cents (\$8,665,961.87) and the Department continues to incur Response Costs at the Site. The Department's Response Costs include, but are not limited to, past and future costs incurred by the Department, including associated attorneys' and outside contractors' costs, for any and all of the following:

(a) The investigation, monitoring, surveying, testing, and gathering of information to identify the existence and extent of the release, or threatened release, of Hazardous Substances, the sources and nature of the Hazardous Substances involved, and the extent of any danger to the public health or welfare or the environment;

(b) Participation in the Philip Services Corporation's bankruptcy matter, case number 03-37718-H2-11, United States Bankruptcy Court for the Southern District of Texas, Houston Division;

(c) Performing of an electromagnetic survey;

- (d) Development of a Health and Safety Plan;
- (e) Test trenching;
- (f) Stream and groundwater sampling;
- (g) Removal of the former incinerator building after snow storm damage;
- (h) O&M, including but not limited to O&M relating to the existing groundwater extraction system;
- (i) Conducting a Remedial Investigation to characterize the sources, nature and extent of contamination at the Site, including, but not limited to, investigating potential sources; defining the extent and nature of groundwater contamination; preparing a Baseline Risk Assessment; and preparing a Remedial Investigation Report;
- (j) Developing the Feasibility Study to evaluate cleanup alternatives and preparing the Feasibility Report;
- (k) Developing and issuing a Proposed Plan addressing the contamination;
- (l) Preparing and issuing the ROD;
- (m) Preparing and issuing the SOW;
- (n) Performing public participation activities, including, but not limited to, publishing notice of and hosting the May 25, 2006 and August 26, 2014 public meetings, as well as any future community involvement activities in accordance with the Community Involvement Plan;
- (o) Performing PRP searches and the Identification and Pursuit of PRPs, notifying parties of their potential liability;
- (p) Negotiating settlements with PRPs and filing Proof of Claims in PRPs' bankruptcy actions;

(q) Negotiating this Consent Decree between the Parties, presentation of motions to the Court, publication of notices of the proposed settlement and entering into this Consent Decree;

(r) Payments made to the Trustee for performance of the Trustee's obligations as Custodial Trustee;

(s) Department's costs of overseeing its own contractor in performance of the tasks related to the Department's past Response Actions;

(t) Overseeing the Work Parties' performance of Work outlined in this Consent Decree;

(u) Other activities necessary and appropriate to direct Response Actions and for enforcement purposes; and

(v) Any other obligation of the Department under this Consent Decree.

55. Recovery of Portion of the Department's Past Response Costs. The Department has recovered a portion of its Past Response Costs, totaling Three Million, One Hundred Forty-nine Thousand, Six Hundred Nineteen Dollars and Ninety-seven Cents (\$3,149,619.97), as follows:

(a) As of January 11, 2012, the Trustee had reimbursed the Department's Past Response Costs in the amount of Three Million, One Hundred Forty-four Thousand, Four Hundred Thirty-four Dollars and Thirteen Cents (\$3,144,434.13) for certain costs associated with the Department's onsite contractor's performance of Response Actions. Another Twenty-one Dollars and Twenty-three Cents (\$21.23) was received upon liquidating the bankruptcy trust. These reimbursement funds were deposited in the

Hazardous Waste Contingency Fund. There have been no additional reimbursements from the Trustee.

(b) On November 24, 2008, the Department recovered Four Hundred Eighty-five Dollars and Fifty-six Cents (\$485.56) through PRP Dana Holding Corporation's bankruptcy action. These funds were deposited in Philip Services Dana Corp. Fund (SCEIS #39317001/Grant #J0403NS32000 also known as R-025).

(c) The Department recovered One Thousand, Six Hundred Eighty Dollars and No Cents (\$1,680.00) from the Work Parties for charges relating to a Freedom of Information Request. These reimbursement funds were deposited in the Hazardous Waste Contingency Fund.

(d) To date, the Department recovered Nine Hundred Ninety Dollars and Forty Cents (\$990.40) through PRP American Airlines' bankruptcy action. These funds were deposited into the Hazardous Waste Contingency Fund.

(e) To date, the Department recovered Two Hundred Eighty-one Dollars and Forty-seven Cents (\$281.47) through PRP Eastman Kodak's bankruptcy action. These funds were deposited into the Hazardous Waste Contingency Fund.

(f) To date, the Department recovered One Thousand, Seven Hundred Twenty-seven Dollars and Eighteen Cents (\$1,727.18) from PRPs, Cenveo, Inc. (and its subsidiaries, Madison-Graham Colorgraphics and Nashua Corporation) bankruptcy action. This reimbursement was deposited in the Hazardous Waste Contingency Fund.

56. The PRP Group's Response Costs. The PRP Group's Past Response Costs incurred and invoiced through November 30, 2021, which predate the lodging of the Complaint in this Action and the Court's approval of this Consent Decree, are in the approximate amount of Four

Million, Two Hundred Eighty-six Thousand, Five Hundred Thirteen Dollars and Forty-four Cents (\$4,286,513.44) and the PRP Group continues to incur Response Costs at the Site. The PRP Group's Response Costs include, but are not limited to, costs incurred and to be incurred by the Work Parties, including associated attorneys' and outside consultant fees, for any and all of the following:

(a) The coding and evaluation of hazardous waste manifests, quarterly reports and other reliable records kept in the ordinary course of regularly conducted business that detail shipments to the Site of Hazardous Substances, and other activities necessary to create the Waste-In Database associated with developing and forming a PRP Group to fund and perform the expected Response Action;

(b) The PRP Group's administrative costs such as, but not limited to: (i) costs of duplicating and distributing correspondence, records, notices, reports, and other documents; (ii) developing and maintaining a website; (iii) costs of meetings, telephone calls and teleconferences; (iv) expenses incurred by paralegals and other employees on work relating to administrative matters connected to Work; and (v) other non-attorney administrative expenses incurred on behalf of the Work Parties;

(c) The Identification and Pursuit of PRPs, performing PRP searches, notifying PRPs of their potential liability, and negotiating settlements, except to the extent such costs are incurred in connection with litigation that has been filed in a court of law;

(d) Past Response Actions performed in connection with the Site, including a preliminary design investigation, additional assessment work and any suggested comments or revisions to any reports describing or relating to Response Actions;

(e) Survey of the Site;

- (f) Development of a conceptual site model, including collection of data;
- (g) Preparation and submission of work plans for Response Actions, including any comments or revisions thereto;
- (h) The implementation of the work plans and performance of any Work as required in this Consent Decree, the ROD, and the SOW;
- (i) Preparation of the Remedial Design including any investigation, comments or revisions thereto as required in this Consent Decree, the ROD, and the SOW;
- (j) Preparation of the Progress Reports, including any comments or revisions thereto as required in this Consent Decree, the ROD, and the SOW;
- (k) Costs associated with public involvement pursuant to the Community Involvement Plan and as requested by the Department as required in this Consent Decree, the ROD, and the SOW;
- (l) The reimbursement of a portion of the Department's Past Response Costs and payment of the Department's Reimbursable Future Costs as required in this Consent Decree;
- (m) O&M, including but not limited to, O&M relating to the existing groundwater extraction system, and reimbursement of costs associated with O&M as required in this Consent Decree, the ROD, and the SOW;
- (n) Negotiating this Consent Decree, including the SOW, between the Parties, presentation of motions to the Court, publication of notices to the PRP Group of the settlement and entering into this Consent Decree; and
- (o) Any other obligation required under this Consent Decree, the ROD, and the SOW.

57. Approval of Response Costs.

(a) The Parties agree that the Department has incurred Response Costs and will incur Response Costs that are necessary costs of response pursuant to 42 U.S.C. § 9601(25). These Response Costs are not inconsistent with the NCP, are in substantial compliance with applicable requirements of the NCP, and are expected to result in a CERCLA-quality cleanup. The amount of such recoverable past costs is not stipulated or admitted or determined by this Consent Decree except as a basis for a compromise settlement among the Parties and will be the subject of proof against Non-Settlers.

(b) The PRP Group asserts that the PRP Group has incurred Response Costs and will incur Response Costs that are necessary costs of response pursuant to 42 U.S.C. § 9601(25), are consistent with the NCP, are in substantial compliance with applicable requirements of the NCP, and are expected to result in a CERCLA-quality cleanup.

(c) By entering this Consent Decree, this Court also finds that the Department and the PRP Group have incurred some necessary Response Costs pursuant to 42 U.S.C. § 9601(25) as required to maintain a claim for recovery under CERCLA. The actual amount of recoverable past costs is not stipulated or admitted as between the Settling PRPs or determined by this Consent Decree except as a basis for a compromise settlement among the Parties, and the recovery of the Parties' respective alleged costs would be subject to proof by the Party seeking reimbursement in a subsequent action against Non-Settlers.

ARTICLE XV

PAYMENTS

58. Work Parties Escrow Account. The PRP Group has established an escrow account ("Work Parties Escrow Account") administered by the Work Parties to fund the performance of

the Work and other costs of the PRP Group associated with the Site. The Work Parties Escrow Account is an interest-bearing account and is intended to be treated as a qualified settlement fund as described in Treasury Regulations Section 1.468B-1. Accordingly, all taxes due and owing on interest earned by the Work Parties Escrow Account shall be paid by the Work Parties Escrow Account. The principal of the Work Parties Escrow Account, together with any interest accrued thereon, shall be distributed for the payment of Response Costs of the Work Parties, including the costs of performing the Work and other Response Costs, taxes on the Work Parties Escrow Account and costs of administering the Work Parties Escrow Account, and reimbursement of the Department's Response Costs as provided in this Consent Decree.

59. Payments by the Work Parties and United States to the Department.

(a) Payment of Department's Past Response Costs.

(i) Within 30 days of the Effective Date, the Work Parties shall pay to the Department Four Million, One Hundred Forty-seven Thousand, Four Hundred Sixty-nine Dollars and Fifty Cents (\$4,147,469.50), as a negotiated settlement payment, for the PRP Group's share of the unrecovered Department's Past Response Costs. The Work Parties' obligation to make the payment required by this subsection is a joint and several obligation of the Work Parties.

(ii) Within 60 days of the Effective Date, and provided any appeals of the final judgment have been concluded, the United States shall pay to the Department Two Hundred Forty-nine Thousand, Three Hundred Sixty Dollars and Twenty-two Cents (\$249,360.22), as a negotiated settlement payment, for the Federal PRPs' share of the unrecovered Department's Past Response Costs. The

United States may make this payment by Automated Clearing House (ACH) Electronic Funds Transfer.

(iii) The Department waives all claims that the Department may have against any Settling PRP for the Department's Past Costs in excess of the negotiated settlement payments to be paid to the Department pursuant to this Paragraph.

(b) Waiver of Portion of Department's Future Response Costs. Except for the Department's Reimbursable Future Costs that are payable pursuant to subparagraph (c) below, neither the Work Parties nor the United States shall be obligated to reimburse any of the Department's Future Response Costs, and the Department waives all claims it may have against any Settling PRP for the Department's Future Response Costs, other than the Department's Reimbursable Future Costs. The Cash Out Settlers and Re-Opener Settlers shall have no obligation to reimburse the Department for any of the Department's Reimbursable Future Costs.

(c) Payment of Department's Reimbursable Future Costs.

(i) The Work Parties shall pay 94.35% ("Work Party Share") of the Department's Reimbursable Future Costs. Except upon objection to an invoice pursuant to this subparagraph, payments pursuant to this subparagraph will be due within 60 days of the Department's invoice date, which invoices shall be issued to the Work Parties by the Department no more frequently than quarterly. The Department will provide with each invoice documentation of the total Department's Reimbursable Future Costs in sufficient detail so as to show the personnel involved, amount of time spent on the project for each person, expenses, and other specific costs, as well as documentation to support the claim that all such costs qualify as

Federal Future Response Costs. Each invoice will state the amount due from the Work Parties based on the Work Party Share of the total Department's Reimbursable Future Costs for the period covered by the invoice. The Department's first invoice to the Work Parties will include the reimbursement of the Work Party Share of the Department's Reimbursable Future Costs incurred after November 30, 2021 and through the Effective Date of this Consent Decree, or as close to such date as possibly can be ascertained, including any costs incurred for services before November 30, 2021 but not yet invoiced and/or paid by the Department as of such date. The Work Parties may object to any invoice for the Department's Reimbursable Future Costs within 60 days after receipt of the invoice and the dispute resolution procedure in **Article XXII** will apply. The Work Parties shall have no obligation to reimburse the Department for the Federal PRP Share of the Department's Reimbursable Future Costs.

(ii) The United States shall pay 5.65% ("Federal PRP Share") of the Department's Reimbursable Future Costs. Except upon objection to an invoice pursuant to this subparagraph, payments pursuant to this subparagraph will be due within 60 days of the Department's invoice date, which invoices shall be issued to the United States by the Department no more frequently than quarterly. The Department will provide with each invoice documentation of the total Department's Reimbursable Future Costs in sufficient detail so as to show the personnel involved, amount of time spent on the project for each person, expenses, and other specific costs, as well as documentation to support a claim that all such costs qualify as Federal Future Response Costs. Each invoice will state the amount due from the

United States based on the Federal PRP Share of the total Department's Reimbursable Future Costs for the period covered by the invoice. The Department's first invoice to the United States will include the reimbursement of the Federal PRP Share of the Department's Reimbursable Future Costs incurred after November 30, 2021 and through the Effective Date of this Consent Decree, or as close to such date as possibly can be ascertained, including any costs incurred for services before November 30, 2021 but not yet invoiced and/or paid by the Department as of such date. The United States may object to any invoice for the Department's Reimbursable Future Costs within 60 days after receipt of the invoice and the dispute resolution procedure in **Paragraph 61(c)** will apply. The United States shall have no obligation to reimburse the Department for the Work Party Share of the Department's Reimbursable Future Costs.

(d) Method of Payment. All payments to the Department pursuant to this Paragraph should reference this Consent Decree and be made payable to the South Carolina Department of Health & Environmental Control. Payments may be made by Automated Clearing House (ACH) Electronic Funds Transfer. The Department's invoices for the Department's Reimbursable Future Costs shall be submitted to:

For invoices to the Work Parties:

Work Parties' Project Coordinator:

Marc Ferries, P.E.
Project Navigator, Ltd.
15990 N. Barkers Landing Rd, Suite 325
Houston, TX 77079
E-mail: mferries@projectnavigator.com

With a copy to:

Emily S. Sherlock
Robinson, Bradshaw & Hinson, P.A.
101 North Tryon St, Suite 1900
Charlotte, NC 28246
E-mail: esherlock@robinsonbradshaw.com

For invoices to the United States:

Section Chief, Environmental Defense Section
United States Department of Justice
P.O. Box 7611
Washington, DC 20044-7611
DJ# 90-11-6-17481
c/o Michael C. Augustini
E-mail: michael.augustini@usdoj.gov

The funds shall be placed in a separate interest-bearing account or fund (the “PSC PRP Group Settlement Site Fund”) to be controlled by the Department, and which shall be directed to remediation of the Site and reimbursement of the South Carolina Hazardous Waste Contingency Fund.

60. Payments by Cash Out Settlers and Re-opener Settlers to Work Parties. In consideration of the terms of this Consent Decree, each Cash Out Settlor and Re-Opener Settlor has made or is contractually obligated to make certain payments into the Work Parties Escrow Account pursuant to a separate confidential settlement agreement with the Work Parties. The amounts paid by each Cash Out Settlor and Re-Opener Settlor include an amount for:

- (a) certain past Response Costs incurred by the Work Parties at or in connection with the Site;
- (b) certain projected future Response Costs to be incurred by the Work Parties at or in connection with the Site; and

(c) (i) in the case of each Cash Out Settlor, a premium to cover certain risks and uncertainties associated with this Consent Decree, including but not limited to the risk that total Response Costs incurred by the Work Parties or to be incurred at or in connection with the Site will exceed the estimated total Response Costs upon which the Cash Out Settlers' payments are based or (ii) in the case of each Re-Opener Settlor, a premium to cover certain risks and uncertainties associated with this Consent Decree, including but not limited to, the risk that total Response Costs incurred or to be incurred at or in connection with the Site will exceed the estimated total Response Costs upon which the Re-Opener Settlers' payments are based, up to a forty million dollar (\$40,000,000.00) reopener.

61. Payments by the United States to PRP Group. Payment of PRP Group's Past Response Costs. Within 60 days of the Effective Date, and provided any appeals of the final judgment have been concluded, the United States shall pay the PRP Group One Hundred Sixty-eight Thousand, Three Hundred Seventy-one Dollars and Twenty-two Cents (\$168,371.22), as a negotiated settlement payment, to fully satisfy the United States' fair share of the PRP Group's Past Response Costs. The United States may make such payment by Automated Clearing House (ACH) Electronic Funds Transfer to an account or accounts as instructed in writing by the Work Parties' Project Coordinator or the PRP Group's common counsel. Any disbursement of such funds to individual members of the PRP Group shall be solely in the discretion of the PRP Group, pursuant to its PRP Group Organization Agreement.

(b) Payment of PRP Group's Future Response Costs. The following process shall apply for the PRP Group to claim, and the United States to reimburse, the Federal PRP Share of the PRP Group's Future Response Costs, excluding all payments by the Work Parties to the Department for the Work Party Share of the Department's Reimbursable

Future Costs pursuant to **Paragraph 59(c)(i)**, under this Consent Decree once there is a final judgment and any appeals have concluded in this matter.

(i) On or before February 15 of each calendar year, and beginning after the Effective Date, the PRP Group will send the United States an accounting of the Federal Future Response Costs it paid from July 1 through December 31 of the preceding calendar year (each bi-annual accounting is referred to hereafter as a “Statement”). On or before August 15 of each calendar year after the Effective Date, the PRP Group will send the United States a Statement that includes an accounting of Federal Future Response Costs it paid from January 1 through June 30 of that calendar year.

(ii) Included with each Statement shall be copies of invoices included in the Statement, a brief description of the work underlying such invoices, copies of relevant reports or orders and directives from the Department or other regulatory agencies issued during the relevant time period covered by the Statement, information about any insurance claims or recoveries from insurance policies of Non-Settlers by the PRP Group during the relevant time period covered by the Statement, and any other documents reasonably requested by the United States to support the recoverability of the Federal Future Response Costs under CERCLA, including proof of payment by the PRP Group. Each Statement shall contain a certification by a representative for the PRP Group, under penalty of perjury, that each cost qualifies as a Federal Future Response Cost under CERCLA and was paid by the PRP Group. The PRP Group’s representative shall also certify that the PRP Group has not previously recovered the claimed Federal Future Response Costs

included in the Statement, and if the Federal Future Response Costs are reimbursed under this Consent Decree by the United States, the PRP Group will not separately seek to recover from another source any amount of Federal Future Response Costs that is actually reimbursed by the United States under this Consent Decree. To the extent that the PRP Group seeks to recover, or actually recovers, a Federal Future Response Cost from any source after a Statement is submitted to the United States, the PRP Group shall promptly correct the certification for the prior Statement and notify the United States.

(iii) Within 90 days of the United States' receipt of each Statement, the United States shall reimburse the PRP Group for the Federal PRP Share of the Federal Future Response Costs contained in a Statement, except as otherwise provided in this Consent Decree. The United States may make these payments by Electronic Funds Transfer to an account or accounts as instructed in writing by the Work Parties' Project Coordinator or the PRP Group's common counsel. Any disbursement of such funds to individual members of the PRP Group shall be solely in the discretion of the PRP Group, pursuant to its PRP Group Organization Agreement.

(iv) If the PRP Group has not submitted the documents required in **Paragraph 61(b)(ii)**, or they otherwise fail to demonstrate through the submitted documents that a cost is properly reimbursable under CERCLA, the United States may object, in writing, within 60 days of receipt of the Statement, and such objection shall be sent to the PRP Group pursuant to the notice provisions in this Consent Decree. Any such objection shall identify the contested Federal Future

Response Cost and the basis for the United States' objection. In the event of an objection, the United States shall, within the 90-day period, remit its share of any uncontested Federal Future Response Costs to the PRP Group. The transmission of an objection pursuant to this Paragraph shall trigger the dispute resolution procedures provided in this Paragraph.

(v) If any payments required to be made by this Paragraph are not made in accordance with the time prescribed, interest on the unpaid balance shall accrue from the date on which the payment was due, at the rate specified for interest on investments of the Hazardous Substance Superfund established under subchapter A of chapter 98 of Title 26 of the United States Code.

(vi) The Parties recognize and acknowledge that payments of the Past Response Costs, the Department's Reimbursable Future Costs, and Federal Future Response Costs by the United States can only be made from appropriated funds legally available for such purpose. Nothing in this Agreement shall be interpreted or construed as a commitment or requirement that the United States obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. §§ 1341-42 and 1511-19, or any other applicable provision of law.

(vii) If the United States determines with good cause that a Federal Future Response Cost it paid to the PRP Group pursuant to this Agreement was not properly subject to reimbursement, the United States may demand credit of the reimbursement made to the PRP Group, which credit shall be applied to the PRP Group's subsequent demands for Federal Future Response Costs. In the event that the PRP Group makes no subsequent claims for reimbursement exceeding the

credit, then the PRP Group shall refund any remaining credit to the United States. Within 90 days of receiving such a demand, the PRP Group shall credit or refund such prior reimbursement to the United States, unless the PRP Group provides written notice contesting the United States' demand for credit within 60 days, in which case the dispute provisions of this Paragraph shall take effect.

(viii) The Work Parties hereby agree and expressly acknowledge that they are prohibited from including any portion of their Response Costs that have been or will be paid/reimbursed by the United States as either direct or indirect costs in any invoice, claim, or demand associated with any Federal Contract.

(ix) A determination by the United States not to object to a Federal Future Response Cost shall not constitute an admission, agreement, understanding, or other indication by the United States that any such cost is a Federal Future Response Cost within the scope of this Agreement, that such cost was necessary or incurred consistent with the NCP, or that such cost is otherwise reimbursable or will be accepted in the future under this Consent Decree or under any statute, regulation, or other provision or law or equity.

(c) Dispute Resolution Process Applicable to United States. Any dispute between the United States and the PRP Group or the Department regarding the reimbursement of Federal Future Response Costs by the United States under this Consent Decree shall in the first instance be the subject of informal negotiations between the United States and such other Party to the dispute. During informal negotiations, each participant shall in good faith exchange all relevant information reasonably necessary to support each Party's respective position. The period for informal negotiations shall last 60 days from

the initiation of the dispute resolution procedures unless this period is extended by written agreement of the United States and the other Party to the dispute. If the dispute is not resolved by the end of the period for informal negotiations, the next step in the dispute resolution process shall be mediation, if demanded within the 60-day informal negotiation period. If either Party to the dispute timely invokes mediation by notifying the other Party that it would like the assistance of a mediator to resolve the dispute, the United States and the other Party to the dispute shall cooperate to select a mutually acceptable single mediator and thereafter participate in mediation in good faith to resolve the dispute, if possible. The Parties will attempt in good faith to locate and utilize a mediator with knowledge and experience regarding the subject matter in dispute. If the United States and the other Party to the dispute cannot agree upon a mediator after diligent efforts to do so, they may petition the Court to appoint a mediator. Unless a different time is selected, the United States and the other Party to the dispute shall endeavor to complete the mediation process within 90 days after selecting a mediator. If the United States and the other Party to the dispute are unable to reach a resolution of the dispute by the end of the mediation process, either Party may notify the Court of the dispute and pursue a judicial resolution. If a reimbursement is determined to be due pursuant to **Paragraph 59(c)(ii)** or **Paragraph 61(b)**, the United States shall pay the sum determined to be due within 60 days of the resolution of the dispute. If a credit is determined to be due pursuant to **Paragraph 59(c)(ii)** or **Paragraph 61(b)**, then the United States shall apply such credit to the PRP Group's or the Department's, as applicable, subsequent claims for reimbursement. In the event that the PRP Group or Department, as applicable, makes no subsequent claims for reimbursement

exceeding the credit, then the PRP Group or Department, as applicable, shall refund any remaining credit to the United States.

ARTICLE XVI

FAILURE TO MAKE REQUIRED PAYMENTS

62. Failure to Make Payments. If any Settling PRP fails to make full payment within the times required by this Consent Decree, that Settling PRP shall pay Interest on the unpaid balance from the date the payment was due, unless the Party to whom payment is owed grants an extension based on circumstances beyond the paying Settling PRP's control. In addition, if any Settling PRP fails to make full payment as required by this Consent Order, the Party to whom payment is owed may, in addition to any other available remedies or sanctions, bring an action against that Settling PRP seeking injunctive relief to compel payment, plus costs of enforcement (including, but not limited to reasonable attorneys' fees to the extent such costs would be recoverable under the applicable law). This provision does not authorize any claim or remedy not otherwise available under law.

ARTICLE XVII

ASSIGNMENT OF CERTAIN RIGHTS TO WORK PARTIES

63. Assignment of Contribution Rights. Each of the Cash Out Settlers and the Re-Opener Settlers hereby assigns to the Work Parties all rights of contribution and cost recovery that any of them may have arising out of this Consent Decree or otherwise.

ARTICLE XVIII

STANDARDS OF PERFORMANCE

64. Consistency with the NCP. By the Work Parties performing and funding the Work in accordance with the terms of this Consent Decree and with the oversight and approval of the

Department, the Department and the Work Parties solely for purposes of this Consent Decree shall be deemed to have prepared all plans and performed all prior activities consistently with the NCP, in substantial compliance with applicable requirements of the NCP, and in a manner that will result in a CERCLA-quality cleanup. This Consent Decree does not determine any issues regarding consistency with the NCP for any other purposes, including other litigation, or dispense with any party's burden to prove its claims against Non-Settlers.

65. Time for Performance.

(a) Date Counting. Where this Consent Decree or any work plan states that an action shall be completed within a set number of days after an event: (i) such days shall be calendar days, not business days, unless expressly provided to the contrary; (ii) the day of the event from which the designated period of time begins to run shall not be included; and (iii) the last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday in the State of South Carolina, in which event the period of time shall run until the end of the next day which is not one of the aforementioned days.

(b) Modification of Dates. Where this Consent Decree or any work plan specifies that the Work Parties shall conduct an act within a specified period of time, that period of time may be modified only by mutual agreement of the Work Parties and the Department and memorialized by a letter or an e-mail.

ARTICLE XIX

FORCE MAJEURE AND EXTENSIONS

66. Force majeure. “*Force majeure*,” for purposes of this Consent Decree is defined as any event arising from causes beyond the control of such Party, of any entity controlled by such Party, or of such Party's contractors, that delays or prevents the performance of any obligation of

such Party under this Consent Decree despite such Party's best efforts to fulfill the obligation. The requirement that a Party exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential *force majeure* and to address the effects of any potential *force majeure* (a) as it is occurring and (b) following the potential *force majeure* such that the delay and any adverse effects of the delay are minimized to the greatest extent possible. The term "*force majeure*" includes, but is not limited to, the following events: (i) acts of God, fire, war, insurrection, civil disturbance and explosion; (ii) adverse weather conditions that could not be reasonably anticipated that cause unusual delay in transportation and/or field work activities; (iii) restraint by court order or order of public authority; (iv) the inability of the Work Parties to obtain, after exercise of reasonable diligence and timely submission of all required applications, any necessary authorizations, approvals, permits or licenses due to action or inaction of any governmental agency or authority or third-party necessary to perform the Work; and (v) delays caused by compliance with applicable statutes or regulations governing contracting, procurement or acquisition procedures despite the exercise of reasonable diligence by the Party. "*Force majeure*" does not include financial inability to complete the Work or a failure to achieve the Performance Standards.

67. Notice and Request for Extension. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree for which the Work Parties intend or may intend to assert a claim of *force majeure*, the Work Parties shall notify the Department's Project Manager orally and then follow up in writing promptly when the Work Parties first know that the event might cause a delay and, to the extent possible, at least 3 days before the scheduled date on which the obligation is due. Within seven days thereafter, the Work Parties shall provide in writing to the Department an explanation and description of the reasons

for the delay, the anticipated duration of the delay, the proximate cause or causes of delay (if ascertainable), the actions taken or to be taken to prevent or mitigate the delay, the schedule for implementation of any measures to be taken, the Work Parties' rationale for attributing such delay to a *force majeure*, and a statement as to whether, in the opinion of the Work Parties, such event may cause or contribute to an endangerment to public health, welfare, or the environment. The Work Parties shall include with any notice all available documentation supporting their claim that the delay was attributable to a *force majeure*. The Work Parties shall be deemed to know any circumstance of which the Work Parties, any entity controlled by the Work Parties, or the Work Parties' contractors or subcontractors, knew or should have known. As soon as is practicable, the Department will provide written notice to the Work Parties that a specific extension of time has been granted or that no extension has been granted. Failure to comply with the above requirements regarding an event shall preclude Work Parties from asserting any claim of *force majeure* regarding that event; provided, however, that if the Department, despite the late notice or incomplete notice, is able to assess to its satisfaction whether the event is a *force majeure* and whether the Work Parties, as applicable, have exercised their best efforts under **Paragraph 32**, the Department may, in its unreviewable discretion, excuse in writing the Work Parties' failure to submit timely or complete notices under this Paragraph.

68. Extension of Time for Performance. If the Department agrees that the delay or anticipated delay is attributable to a *force majeure*, the time for performance of the obligations under this Consent Decree that are affected by the *force majeure* will be extended by the Department for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the *force majeure* shall not, of itself, extend the time for performance of any other obligation. If the Department does not agree that the delay or

anticipated delay has been or will be caused by a *force majeure*, the Department will notify Work Parties in writing of its decision. If the Department agrees that the delay is attributable to a *force majeure*, the Department will notify the Work Parties, in writing of the length of the extension, if any, for performance of the obligations affected by the *force majeure*.

69. Disputes Regarding Requests for Extension. If the Work Parties elect to invoke the Dispute Resolution procedures set forth herein, they shall do so no later than 15 days after receipt of the Department's notice. In any such proceeding, Work Parties shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a *force majeure*, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay. If the Work Parties carry this burden, the delay at issue shall be deemed not to be a violation by Work Parties of the affected obligation of this Consent Decree identified to the Department and the Court.

ARTICLE XX

COMMUNITY INVOLVEMENT

70. Community Involvement. As part of the implementation of the Work, the Work Parties and/or the Department will provide public notice of their actions and provide an opportunity for public comments as required under CERCLA and the NCP. All community involvement activities will be conducted in accordance with Section 2.1 of the SOW.

71. Costs for Community Involvement. Costs incurred by any Party under this **Article XX**, including the costs of any technical assistance, shall be considered Response Costs.

ARTICLE XXI

INDEMNIFICATION AND INSURANCE

72. Work Parties' Indemnification of the Department.

(a) The Department does not assume any liability by entering into this Consent Decree. The Work Parties shall indemnify, save, and hold harmless the Department and its officials, agents, employees, contractors, subcontractors, and representatives for or from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of the Work Parties, their officers, directors, employees, agents, contractors subcontractors, and any person acting on the Work Parties' behalf or under their control, in carrying out activities pursuant to this Consent Decree, except to the extent caused by the negligence or willful misconduct of the Department, its officials, agents, employees, contractors, subcontractors, or representatives. Further, the Work Parties agree to pay the Department all costs it incurs including, but not limited to, attorneys' fees and other expenses of litigation and settlement arising from, or on account of, claims made against the Department based on negligent or other wrongful acts or omissions of the Work Parties, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Consent Decree, except to the extent caused by the negligence or willful misconduct of the Department, its officials, agents, employees, contractors, subcontractors, or representatives. The Department will not be held out as a party to any contract entered into by or on behalf of the Work Parties in carrying out activities pursuant to this Consent Decree. Neither the Work Parties nor any such contractor shall be considered an agent of the Department.

(b) The Department will give the Work Parties prompt written notice of any claim for which the Department plans to seek indemnification pursuant to this Paragraph. After notice from the Work Parties to the Department of their election to assume the defense of such claim, the Work Parties shall, so long as they diligently conduct such defense, have control over the conduct of such proceeding. The Department will be entitled to employ separate counsel (who may be selected by the Department in its sole discretion) and to participate in the defense by the Work Parties of any such claim, and all fees and expenses of such counsel shall be paid by the Department. If the Work Parties assume the defense of a claim pursuant to this Paragraph, no compromise or settlement of such claim may be effected by the Work Parties without the Department's written consent unless (i) there is no finding or admission of any violation of law or any violation of the rights of any person or entity; (ii) the sole relief provided is monetary damages that are paid in full by the Work Parties; and (iii) the Department will have no liability or obligation (including without limitation any obligation to take or to refrain from taking any action) with respect thereto.

73. Insurance. No later than 15 days before commencing any on-site Work, the Work Parties, or their contractors or subcontractors, shall secure, and shall maintain until the first anniversary after issuance of the Department's Certification of Work Completion, commercial general liability insurance with limits of not less than one million dollars (\$1,000,000.00) per occurrence, automobile liability insurance with limits of not less than one million dollars (\$1,000,000.00), combined single limit per accident, and umbrella liability insurance with limits of liability of five million dollars (\$5,000,000.00) in excess of the required commercial general liability and automobile liability limits, naming the Department as an additional insured with

respect to all liability arising out of the activities performed by or on behalf of the Work Parties pursuant to this Consent Decree. In addition, for the duration of this Consent Decree, the Work Parties shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of the Work Parties in furtherance of this Consent Decree. Prior to commencement of on-site Work under this Consent Decree, Work Parties shall maintain certificates of such insurance and a copy of each insurance policy. The Work Parties shall continue maintaining such certificates and copies of policies each year on the anniversary of the Effective Date. If Work Parties demonstrate by evidence satisfactory to the Department that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering the same risks but in a lesser amount, then, with respect to that contractor or subcontractor, the Work Parties need only to maintain that portion of the insurance described above that is not maintained by the contractor or subcontractor. The Work Parties shall ensure that all submittals to the Department under this Paragraph identify the Site: Philip Services Corporation (ThermalKEM) Site and the civil action number of this case.

ARTICLE XXII

DISPUTE RESOLUTION

74. Informal Dispute Resolution. If the Work Parties disagree in whole or in part with any invoice or decision of the Department, the Work Parties shall notify the Department within 30 days of receipt of the invoice, disapproval or other decision. The Department and Work Parties shall have an additional 30 days to resolve the dispute informally, and shall diligently make efforts to do so. If agreement is reached, the resolution shall be reduced to writing and signed by each Party to the dispute.

75. Mediation. If agreement is not reached pursuant to the informal dispute resolution procedures outlined in **Paragraph 74**, the Department and Work Parties agree to engage in mediation using a mediator mutually agreed upon by the Parties to the dispute. Such mediator shall have knowledge and experience regarding the subject matter in dispute. If the Parties to the dispute cannot agree upon a mediator after diligent efforts to do so, the disagreeing Work Party shall have the right to petition this Court to appoint a mediator. If agreement cannot be reached through mediation, the Department will issue a final decision on the dispute, in writing, to inform the Work Parties of the decision by the Department.

76. Judicial Dispute Resolution. The Work Parties may, within 30 days of service by the Department of its final decision or the conclusion of the mediation process, whichever is later, seek judicial resolution of the dispute in this Court. The Department may respond by filing the administrative record of the dispute and any responsive argument within 30 days of service of the petition. The administrative record of the dispute shall include the written notice of the dispute, any responsive submittals, the Department's written summary of its position, the Work Parties' petition and the Department's response to the petition. This Court shall make its decision based upon the administrative record of the dispute and additional evidence permitted by the Court, and shall not draw any inferences or establish any presumptions adverse to any Party as a result of the invocation of this section or the inability of the Parties to reach agreement with regard to the disputed issue.

77. Extension of Deadlines. The dates or deadlines related to the dispute resolution may be extended by agreement of the Department and Work Parties, by order of this Court, or automatically in circumstances where either Party in good faith seeks resolution of any dispute

arising in connection with this Consent Decree. Such extensions shall be for such period of time as shall be reasonably necessary to engage in meaningful dispute resolution.

78. Modification of Schedules. The invocation of formal dispute resolution procedures under this Article shall not automatically extend, postpone, or affect in any way any obligation of the Work Parties under this Consent Decree not directly in dispute, unless the Department or the Court agrees otherwise. As part of the resolution of any dispute, the Department and the Work Parties, by agreement, or by order of this Court, may in appropriate circumstances extend or modify the schedule for completion of tasks under this Consent Decree to account for the delay in the task that occurred as a result of following this dispute resolution process.

79. Sole Resolution Process. This dispute resolution process shall be the sole process available for resolving disputes between the Department and the Work Parties arising in connection with this Consent Decree.

80. Costs of Dispute. All costs incurred by the Department or the Work Parties in connection with dispute resolution pursuant to this Article shall be considered Response Costs as between the Department and the PRP Group. Any disputes involving the United States and the Work Parties or the Department are governed by **Paragraph 61(c)**.

ARTICLE XXIII

COVENANTS NOT TO SUE AND RELEASES

81. Department's Covenant Not to Sue and Release.

(a) In consideration of the actions that will be performed by the Work Parties and the payments that will be made by the Settling PRPs under the terms of this Consent Decree, contingent upon actual performance and payment as described herein, and except as specifically provided in this Article, the Department releases each Settling PRP and

covenants not to sue or take any other civil or administrative action against any Settling PRP or any other Released Parties under any statute or theory of law, including without limitation CERCLA, RCRA, common law, HWMA, and PCA, for claims arising out of:

(i) Any obligations, costs, or expenses required under this Consent Decree;

(ii) Any process, action, event, cost or expense identified in this Consent Decree, whether prior to or during the implementation of this Consent Decree; and

(iii) All Response Actions taken or to be taken and all Response Costs incurred or to be incurred, at or in connection with the Site, by any person, insofar as such actions and costs relate to contamination at or emanating from the Site.

This subsection, however, does not apply to any claims or potential claims that EPA and natural resources trustees may have with respect to the Site.

Items (i) through (iii) above may be referred to collectively herein as “Matters Addressed,” and the foregoing covenant and release may be referred to herein as the “Department’s Covenant Not to Sue and Release.”

(b) Released Parties. The Department’s Covenant Not to Sue and Release extends only to the Settling PRPs and any Additional Settling PRPs, and any of their past, present and future officers, directors and representatives, predecessors, successors, assigns, past and present affiliates, and past and present subsidiaries (collectively, “Released Parties”), except to the extent such entities in the future become affiliated with entities that are independently Non-Settlor PRPs for this Site, and these covenants do not extend to any other person.

(c) Effectiveness of Covenant Not to Sue and Release. With respect to liability for the Department's Past Response Costs, the Department's Covenant Not to Sue and Release shall take effect (i) with respect to the Cash Out Settlers and Re-Opener Settlers, upon the Effective Date (ii) with respect to the Work Parties, upon the receipt by the Department of the payment from the Work Parties required in **Paragraph 59(a)(i)**, and (iii) with respect to the United States, upon the receipt by the Department of the payment from the United States required in **Paragraph 59(a)(ii)**. With respect to all other liability, the Department's Covenant Not to Sue and Release shall take effect (i) with respect to the Cash Out Settlers and Re-Opener Settlers, upon the Effective Date and (ii) with respect to the Work Parties and the United States, upon Certification of Work Completion by the Department.

(d) The Department's Covenant Not to Sue and Release extends to only the Released Parties, does not extend to any other person or entity, and does not pertain to any matters other than those expressly specified in this Consent Decree.

(e) General Reservations of Rights; Exclusions. The Department reserves, and this Consent Decree is without prejudice to, all rights against the Settling PRPs with respect to all matters not expressly included within the Department's Covenant Not to Sue and Release. Notwithstanding any other provision of this Consent Decree, the Department's Covenant Not to Sue and Release excludes, and the Department reserves all rights against the Settling PRPs and the Trustee with respect to:

(i) Liability for failure of a Settling PRP to meet a requirement of this Consent Decree;

(ii) Liability arising from the past, present, or future disposal, release, or threat of release of Hazardous Substances outside the Site;

(iii) Liability based on the operation of the Site by any Work Party when such operation commences after the Effective Date of this Consent Decree and does not arise solely from the Work Party's performance of the Work or other obligations under this Consent Decree;

(iv) Liability based on any Work Party's transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage, or disposal of Hazardous Substances at or in connection with the Site, other than as provided in the ROD, the SOW, the Work, or otherwise ordered by the Department, after the Effective Date of this Consent Decree;

(v) Criminal liability;

(vi) Liability for violations of federal or state law that occur during or after the implementation of the Work;

(vii) Any claim for recovery of the Department's Response Costs that are not Matters Addressed or Response Costs under this Consent Decree; and

(viii) Any claim against any party who is not a Released Party, including a Non-Settlor who becomes affiliated with a Settling PRP after the date hereof by reason of merger, acquisition, or otherwise and which party has not resolved its liability to the Department and/or the Work Parties.

82. The Department's Reservations Prior to Certification of Work Completion.

Notwithstanding any other provision of this Consent Decree, the Department reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this Action or in a new

action, and/or to issue an administrative order, seeking to compel the Work Parties to perform further Response Actions relating to the Site and/or to pay the Department for additional costs of response if, (a) prior to Certification of Work Completion, (i) conditions at the Site previously unknown to the Department are discovered or (ii) information previously unknown to the Department is received, in whole or in part, and (b) the Department determines that these previously unknown conditions or this information together with other relevant information indicate that the completion of the Work will not be protective of human health or the environment. The Work Parties reserve the right to challenge such determination of the Department.

83. Resolution of Liability. The Department agrees that, upon fulfillment of the terms and obligations of this Consent Decree applicable to a particular Settling PRP, any liability of such Settling PRP for Matters Addressed shall be deemed resolved between such Settling PRP and the Department, and the Department will subsequently make no claims against such Settling PRP for Matters Addressed, except for any currently unaffiliated Non-Settlor that is independently a PRP that becomes affiliated with a Settling PRP in the future. Nothing in this Consent Decree shall prohibit the Department or EPA from bringing or taking future Response Actions or remedial actions that may be required at the Site or from seeking any relief in law or equity from any and all responsible parties (as defined by CERCLA) for matters other than Matters Addressed. Except as otherwise expressly provided in this Consent Decree, nothing in this Consent Decree shall require the Settling PRPs to perform or fund any such actions or provide any such relief other than Matters Addressed.

84. Covenant Not to Sue from the Settling PRPs to the Department. In consideration of the Department's Covenant Not to Sue and Release, the Settling PRPs agree not to assert any claims or causes of action against the Department with respect to the Site and this Consent Decree,

including but not limited to: (a) any direct or indirect claim for reimbursement from the Department's Hazardous Waste Contingency Fund through CERCLA §§ 107, 111, 112, 113, or HWMA §§ 44-56-10 *et seq.*, or any other provision of law, (b) any claims under CERCLA §§ 107 or 113, RCRA § 7002(a), 42 U.S.C. § 6972(a), or state law regarding the Site, past Response Actions regarding the Site, the Department's Past Response Costs, the Department's Future Response Costs, the Work Parties' past and future Response Costs and this Consent Decree, or (c) any claims arising out of Response Actions at or in connection with the Site; provided, however, that this covenant not to sue shall not bar the Work Parties from challenging the validity of any Future Response Cost claimed by the Department. Notwithstanding this Paragraph, the United States reserves its independent regulatory and enforcement authority with respect to the Site, and reserves its rights under the MOU between the Department and EPA, or other agreements with the Department.

85. Reservation of Rights Against Non-Settlors. The Department and the Settling PRPs reserve all rights against Non-Settlors.

86. Reservation of Rights Against Department. The Settling PRPs reserve, and this Consent Decree is without prejudice to, claims against the Department, brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the Department, while acting within the scope of his or her office or employment under circumstances where the Department, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, the foregoing

shall not include any claim based on the Department's selection of Response Actions, or the oversight or approval of the Work Parties' deliverables or activities.

87. Covenant Not to Sue Among Settling PRPs.

(a) Mutual Covenant Not to Sue and Release. Except as specifically provided in subsections of this Paragraph or as provided in the separate confidential settlement agreements by and between the Settling PRPs, each of the Settling PRPs mutually releases and covenants not to sue any other Settling PRP or to take any other civil or administrative action against any other Settling PRP or such other Settling PRP's members or managers; past, present or future officers, directors, predecessors, successors, assigns, past or present affiliates, or past or present subsidiaries, or attorneys (collectively, "Mutually Released Parties") for Matters Addressed (the foregoing covenant and release, "Mutual Covenant Not to Sue and Release"). The Mutual Covenant Not to Sue and Release is conditioned and shall take effect upon the performance of all of the relevant terms and obligations of this Consent Decree by each Settling PRP, respectively.

(b) Exclusions. The Mutual Covenant Not to Sue and Release shall not include:

- (i) Claims based on the failure of any Settling PRP to comply with the requirements of this Consent Decree;
- (ii) Any claim for recovery of response costs that are not Matters Addressed;
- (iii) Criminal actions or liabilities;
- (iv) Any claim against any party that is not a Settling PRP;
- (v) Claims by any Work Party against any other Work Party relating to the internal allocation of costs among Work Parties;

(vi) Claims by any Work Party, Cash Out Settlor, Re-Opener Settlor or any other Party for breach of the separate confidential settlement agreement between the Work Parties and such Cash Out or Re-Opener Settlor or other Party;

(vii) Any claims by EPA or natural resources trustees; and

(viii) Solely with regard to the Re-Opener Settlers, any claim by the Work Parties for Response Costs to the extent the total Response Costs exceed forty million dollars (\$40,000,000.00).

(c) Scope. The Mutual Covenant Not to Sue and Release extends to only the Mutually Released Parties and does not extend to any other person and does not pertain to any matters other than those expressly specified in this Consent Decree. Each of the Settling PRPs reserves, and this Consent Decree is without prejudice to, all rights against other Settling PRPs with respect to all other matters.

(d) Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

(e) Certification by Settling PRPs. By signing this Consent Decree, each Settling PRP (except the United States as separately provided in (iv)) certifies, individually, that to the best of its knowledge and belief, it:

(i) has conducted a thorough, comprehensive, good faith search for documents and has fully and accurately disclosed to the Work Parties all information currently in its possession, or in the possession of its officers, directors, employees, contractors, or agents, which relates in any way to the ownership, operation or control of the Site, or to the ownership, possession, generation,

treatment, transportation, storage, or disposal of Hazardous Substance(s) at or in connection with the Site;

(ii) has not altered or deliberately mutilated, discarded, destroyed, or otherwise disposed of any records, documents or other information (other than identical copies) relating to its potential liability regarding the Site after notification of potential liability or the filing of a suit against it regarding the Site; and

(iii) has and will comply fully with all Department or Work Party requests for information regarding the Site; and

(iv) the United States certifies, to the best of undersigned counsel's knowledge and belief, that it has not altered or deliberately mutilated, discarded, destroyed, or otherwise disposed of any records, documents or other information (other than identical copies) relating to its potential liability regarding the Site after notification of potential liability, and that it has searched for and complied in good faith with all Department or Work Party requests for information made to it relating the Site. Each of the Work Parties, to the best of its knowledge and belief, similarly certifies that it has complied in good faith with all requests for information made by the United States relating to the Site.

ARTICLE XXIV

EFFECT OF SETTLEMENT/CONTRIBUTION

88. Claims Against Non-Settlors. Except as expressly provided in this Consent Decree, nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as expressly provided in this Consent Decree, each of the Parties expressly reserves any and all rights (including, but not limited

to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Consent Decree diminishes the right of the Department, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. §§ 9613(f)(2), (3), to pursue any such persons to obtain additional response costs or Response Action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2) and that are consistent with **Paragraphs 4 and 5**. Nor shall anything in this Consent Decree diminish the rights and authority of EPA or natural resources trustees to pursue any claims relating to the Site.

89. Contribution Protection. The Parties agree, and by entering this Consent Decree this Court finds:

(a) This Consent Decree constitutes a judicially-approved settlement pursuant to which each Settling PRP has, as of the Effective Date (or, in the case of an Additional Settling PRP, as of filing with the Court the Consent Decree Acknowledgement as to such Additional Settling PRP), resolved liability to the Department within the meaning of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the “Matters Addressed” in this Consent Decree. The “Matters Addressed” in this Consent Decree are all Response Actions taken or to be taken and all Response Costs incurred or to be incurred, at or in connection with the Site, by the Department or any other person; provided, however, that if the Department exercises rights against Settling Parties under the reservations contained elsewhere in this Consent Decree, the “Matters Addressed” in this Consent Decree will no

longer include those Response Costs or Response Actions. The “Matters Addressed” also do not include any claims or potential claims by EPA or natural resources trustees.

(b) This Consent Decree constitutes a judicially-approved settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), pursuant to which the Settling PRPs have, as of the Effective Date, resolved their liability to the Department for the Matters Addressed in this Consent Decree, provided the obligations of the Parties under this Consent Decree are met.

(c) The complaint filed by the Department in this Action is a civil action within the meaning of Section 113(f)(1) of CERCLA, 42 U.S.C. § 9613(f)(1), and that this Consent Decree constitutes a judicially-approved settlement pursuant to which each Settling PRP as of the Effective Date, resolved liability to the Department within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

90. Claims by Settling PRPs. Each Settling PRP shall, with respect to any suit or claim brought by it for matters related to this Consent Decree, notify the Department in writing no later than 60 days prior to the initiation of such suit or claim. This provision shall not apply to the EPA acting under its own federal regulatory oversight authority.

91. Claims Against Settling PRPs. Each Settling PRP (other than the United States) shall, with respect to any suit or claim brought against it for matters related to this Consent Decree, notify in writing the Department within 10 days after service of the complaint on such Settling PRP. In addition, such Settling PRP shall notify the Department within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial.

(a) Upon approval of this Consent Decree by the Court and so long as the Settling PRPs remain in compliance with this Consent Decree, the Settling PRPs shall not be liable to each other or any other person or entity for any claims, including claims for contribution, relating to the Matters Addressed herein of whatever kind and nature, including claims under §§ 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, and non-CERCLA claims seeking, under other theories, responses or costs for Matters Addressed, except that the Work Parties may be liable to each other for claims arising from the internal allocation of costs among Work Parties.

(b) Each Settling PRP is entitled to, as of the Effective Date, protection from contribution actions or claims regarding Matters Addressed in this Consent Decree as provided in CERCLA §§ 113(f)(2) and 122(h), 42 U.S.C. §§ 9613(f)(2) and 9622(h), common law, and the HWMA, S.C. Code Ann. § 44-56-200.

Notwithstanding the foregoing, the Parties recognize and agree, and the Court finds, that this Consent Decree provides no release, discharge or contribution protection from (i) claims by the Parties against each other based on non-performance of any obligation arising under this Consent Decree or (ii) claims by the Department or any Work Party against any PRP that is not a party to this Consent Decree.

92. Representations as to CERCLA § 113(f)(3)(B) Contribution Right and § 107(a) Cost Recovery Right. The Department represents that:

(a) This Consent Decree is a judicially-approved resolution of liability under CERCLA § 113(f)(3)(B);

(b) The Department has authority to enforce HWMA and CERCLA and recover its Response Costs under CERCLA;

(c) In this Consent Decree, the Settling PRPs have agreed to undertake “some or all of the response actions,” as that term is used in CERCLA § 113(f)(3)(B), by performing the Work and other activities described in this Consent Decree, the ROD, and the SOW;

(d) Upon execution and entry by the Court of this Consent Decree, the Settling PRPs are entitled to seek contribution from Non-Settlers pursuant to CERCLA §§ 113(f)(3)(B) for the Response Costs incurred in performing the Work and other activities described in this Consent Decree;

(e) In this Consent Decree, the Settling PRPs have agreed to pay “some or all of the costs” of a “response action,” as those terms are used in CERCLA § 113(f)(3)(B), by making the payments called for by this Consent Decree;

(f) Upon execution and entry by the Court of this Consent Decree, the Settling PRPs and the Trustee are entitled to seek contribution or cost recovery from Non-Settlers pursuant to CERCLA §§ 113(f)(3)(B) or 107(a) for such payments made pursuant to this Consent Decree; the Department refrains from opining on whether all the costs incurred by the Settling PRPs meet the definition of Response Costs pursuant to CERCLA §§ 113(f)(3)(B) and 107(a);

(g) These causes of action are in addition to all other contribution causes of action provided under law, including the right granted by CERCLA § 113(f)(1); and

(h) The Settling PRPs are entitled under law to bring a claim of contribution and the Department is entitled under law to file a claim for cost recovery for its Response Costs against Non-Settlers.

93. Finding by the Court as to Contribution Rights. In addition to the Department, the Court finds that upon execution and entry by the Court of this Consent Decree, and so long as they each remain in compliance with the terms and obligations hereof, the Settling PRPs are entitled to seek contribution from Non-Settlors, pursuant to CERCLA §§ 113(f)(3)(B) for the Response Costs they have respectively incurred and will incur, including but not limited to (a) their costs incurred in fulfilling the obligations to perform and/or fund the Work and (b) their payments made pursuant to this Consent Decree to compensate other Parties in part for those other Parties' Response Costs. Furthermore, during or following this Action, the Settling PRPs are entitled to seek contribution from any other Non-Settlors pursuant to CERCLA § 113(f)(1).

94. Result of Limitation of Contribution and Cost Recovery Rights. The Parties acknowledge that the rights and remedies described in **Paragraphs 89, 91, 92 and 93** of this Consent Decree were a significant inducement for the Settling PRPs to enter into this Consent Decree. If any right or remedy under **Paragraphs 89, 91, 92 or 93** is substantively modified or limited, or declared void as to one or more Settling PRP by the Court in connection with its approval of this Consent Decree, then, at the option of such Settling PRP, this Consent Decree shall become null and void as to such Settling PRP and such Settling PRP shall be relieved of all obligations, release or assignments made under this Consent Decree and also will forfeit the corresponding benefits of the settlement.

ARTICLE XXV

NATURE OF THE SETTLEMENT

95. Result of Challenge to Consent Decree on Appeal. Notwithstanding any other provision of this Consent Decree, this Consent Decree shall be held in abeyance during the term of any appeal of this Consent Decree or the accompanying Order in the United States courts.

96. No Admission of Liability. The Settling PRPs specifically reserve the right to contest the Findings of Fact and Conclusions of Law set forth in the Court's Order accompanying this Consent Decree in any subsequent proceeding brought by a third-party regarding the Site or brought by the Department or the EPA not concerning enforcement of this Consent Decree. This Consent Decree shall be admissible in any enforcement action brought by any Party to enforce the terms of this Consent Decree, but may not be utilized by third-parties against any Party as proof of any allegations, findings, or conclusions contained herein. The Parties agree that nothing in this Consent Decree constitutes an admission of liability by any Settling PRP to the Department or any other person or entity or an admission as the recoverability of any alleged costs.

97. No Need to Answer Complaint. The Settling PRPs do not need to file an answer to the Complaint in the Action unless or until the Court expressly declines to enter this Consent Decree or the Court otherwise directs the Parties or certain Parties to answer the Complaint, or if the Parties or certain Parties determine it is in their best interest to respond to any claims, cross-claims, counterclaims, and/or motions.

98. Costs of Restitution and Compliance. The Work Parties assert the Work Parties' Response Costs associated with the Work Parties' remediation and reimbursement of the Department's Response Costs are costs of restitution and compliance under 26 U.S.C. § 162(f). By joining the Consent Decree, the United States does not admit and does not take a position on this issue with respect to any particular costs, which is a matter of federal law within the purview of the Internal Revenue Service.

ARTICLE XXVI

NECESSARY APPROVALS, LODGING, AND PUBLIC COMMENT

99. Public Comment; Approval by the Department. Consistent with CERCLA § 122(d), 42 U.S.C. § 9622(d), this Consent Decree shall be lodged with the Court and subject to a 30-day public comment period before it is entered into by the Department and entered into force as a Consent Decree by the Court. The Department reserves its rights to withdraw from the Consent Decree if comments regarding the Consent Decree made during such comment period disclose facts or considerations that indicate that this Consent Decree is not protective of the public health, welfare or the environment, inappropriate, improper, or inadequate. The Settling PRPs and the Trustee consent to the entry of this Consent Decree without further notice.

100. Result of Failure to Obtain Approval of Consent Decree; No Severability. The provisions of this Consent Decree are not severable. Notwithstanding any other provision of this Consent Decree, if

(a) the Court refuses to enter or materially alters the Parties' proposed Consent Decree;

(b) the Work Parties or the Department rejects this Consent Decree after public comment as contemplated in **Paragraph 99**;

(c) this Consent Decree or the accompanying Order are materially altered or reversed as a result of an appeal in the United States courts, or

(d) any material provision of this Consent Decree is found by a court of competent jurisdiction to be illegal, invalid or unenforceable,

this Consent Decree, at the option of any Party, shall become null and void as to such Party on such issue, and such Party shall be relieved of all obligations, releases or assignments made under

this Consent Decree, and the terms of this Consent Decree may not be used as evidence in any litigation between the Parties.

ARTICLE XXVII

AMENDMENT

101. Amendment.

(a) Amendment of Consent Decree Terms. Except as otherwise provided herein, this Consent Decree may be amended or modified only by the mutual consent of all the affected Parties and, if the amendment or modification is material, by all Parties. Any amendment of this Consent Decree shall be in writing, signed by counsel for the Department, counsel or liaison counsel for the Work Parties and, to the extent an affected party, by an authorized representative of each of the Cash Out Settlers and the Re-Opener Settlers, and shall have the effective date on which the last Party signed such amendment.

(b) Amendments as to Cash Out Settlers and Re-Opener Settlers. Notwithstanding the foregoing, amendments or modifications (whether material or nonmaterial) that do not affect the obligations of or the protections afforded to Cash Out Settlers and Re-Opener Settlers may be executed without the signatures of the Cash Out Settlers and Re-Opener Settlers.

(c) Filing of Consent Decree Acknowledgement; Additional Settling PRPs. Any Additional Settling PRP Consent Decree Acknowledgment executed by an Additional Settling PRP, the Department, and liaison counsel for the Work Parties, shall be submitted to the Court, along with a request by the Department and the Work Parties that this Consent Decree be modified through judicial approval to reflect the participation of such Additional Settling PRP as a Settling PRP under this Consent Decree. Such request will identify each

Additional Settling PRP as a Work Party, Cash Out Settlor, or Re-Opener Settlor. Upon approval of the Additional Settling PRP Consent Decree Acknowledgement, the Additional Settling PRP shall be added to the appropriate Appendix.

ARTICLE XXVIII

MISCELLANEOUS TERMS

102. Successors and Assigns.

(a) As to Settling PRPs. This Consent Decree shall be binding upon and inure to the benefit of the Settling PRPs, their parents, subsidiaries and affiliated corporations, successors, predecessors, and assigns (that are not otherwise independently liable as a Non-Settlor for the conditions at the Site). Any change in ownership or corporate status of a Settling PRP, including, but not limited to, any Transfer of assets or real or personal property, shall in no way alter such Settling PRP's responsibilities under this Consent Decree. Except as specifically provided herein, the Settling PRPs may not assign their rights or obligations under this Consent Decree without the prior written consent of the Department, which shall not be unreasonably withheld.

(b) As to the Department. This Consent Decree shall be binding upon and inure to the benefit of the Department, and each department, agency, and instrumentality of the South Carolina Department of Health and Environmental Control and each successor entity as to the Matters Addressed in this Consent Decree.

(c) As to the United States. This Consent Decree shall be binding upon and inure to the benefit of the United States, and each department, agency, and instrumentality of the United States and each successor entity as to the Matters Addressed in this Consent Decree.

103. Interpretation and Construction. No Party shall be considered to be the drafter of this Consent Decree or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Consent Decree.

104. Notice. Where this Consent Decree requires any Party to provide notice or any other communication or document to any other Party, such notice, communication, or document shall be provided by regular mail, by electronic mail (if followed by regular mail), or overnight delivery delivered to the following addresses (or at such other address for a Party as shall be specified by like notice):

(a) For the Department:

R. Gary Stewart, Section Manager
SC DHEC-BLWM
State Remediation Section
2600 Bull Street
Columbia, SC 29201
E-mail: stewarrg@dhec.sc.gov

Carol Crooks, Project Manager
SC DHEC-BLWM
State Remediation Section
2600 Bull Street
Columbia, SC 29201
E-mail: crookscl@dhec.sc.gov

With a copy to:

Jacquelyn S. Dickman, Esquire
SC DHEC
Office of General Counsel
2600 Bull Street
Columbia, SC 29201
E-mail: dickmajs@dhec.sc.gov

Kelly D. H. Lowry, Esquire
753 E. Main St, Suite 7
Spartanburg, SC 29302
(864) 921-8915
E-mail: kelly@kellydhlowry.com

(b) For the PRP Group, including the Work Parties, the Cash Out Settlers and the Re-Opener Settlers:

Emily S. Sherlock, Esquire
Robinson, Bradshaw & Hinson, P.A.
101 North Tryon St, Suite 1900
Charlotte, NC 28246
E-mail: esherlock@robinsonbradshaw.com

(c) For the United States, including the Federal PRPs:

Section Chief, Environmental Defense Section
United States Department of Justice
P.O. Box 7611
Washington, DC 20044-7611
DJ # 90-11-6-17481
c/o Michael C. Augustini
E-mail: michael.augustini@usdoj.gov

For information purposes only, the Trustee's contact information is:

Robert A. Kerr, Jr., Esquire
Restoration & Redevelopment Solutions, LLC
Kerr Law Group, LLC
496 Bramson Court, Suite 100
Mount Pleasant, SC 29464
E-mail: robkerr@kerrlawsc.com

105. Governing Law. This Consent Decree shall be governed by and interpreted according to federal law, including CERCLA. The laws of the State of South Carolina, including HWMA, apply with respect to any claims based on State law.

106. Compliance with Applicable Law. All activities undertaken by Settling PRPs pursuant to this Consent Decree shall be performed in accordance with the requirements of all applicable federal and state laws and regulations. Settling PRPs must also comply with all applicable or relevant and appropriate requirements of all federal and state environmental laws as set forth in the ROD and the SOW.

107. Entire Agreement. This Consent Decree constitutes the entire agreement between the Parties with respect to the resolution and settlement of the Matters Addressed. The Parties are not relying upon any representations, promises, understandings, or agreements except as expressly set forth within this Consent Decree. Any confidential settlement agreements between the Work Parties and any of the Cash Out Settlers, Re-Opener Settlers, Additional Settling PRPs, and any other Parties settling claims for Matters Addressed also are to be considered part of the settlement and this Consent Decree as between those parties.

108. Counterparts. This Consent Decree may be executed in multiple counterparts by the Parties and by the Court, and a facsimile signature or an electronically transmitted PDF image of a signature shall be deemed an original signature for purposes of executing this Consent Decree.

ARTICLE XXIX

SIGNATORIES, SERVICE, AND ENFORCEMENT

109. Authorized Representatives. Each undersigned representative of each Party to this Consent Decree certifies that he or she is fully authorized to enter into the terms and obligations of this Consent Decree and to execute and legally bind such Party to this document. Each Work Party as of the Effective Date has executed a Work Party Consent Decree Acknowledgement, which lists its affiliates that are PRPs and included in this Consent Decree as Settling PRPs. The Work Party Consent Decree Acknowledgements for all Work Parties as of the Effective Date are attached to this Consent Decree in Appendix 1 and shall serve as such Work Parties' signature pages to this Consent Decree.

110. Signatures of Cash Out Settlers and Re-Opener Settlers. The Parties agree that the Cash Out Settlers and Re-Opener Settlers will not be required to execute this Consent Decree individually. Liaison counsel for the PRP Group will execute a certification that as of the Effective Date (a) the Parties listed on Appendix 2 are Cash Out Settlers, (b) the Parties listed on Appendix 3 are Re-Opener Settlers and (c) each such Cash Out Settler and Re-Opener Settler has entered a separate confidential settlement agreement with the Work Parties. Each of the Cash Out Settlers and Re-Opener Settlers shall be considered a Party to this Consent Decree and shall have all of the rights and privileges of such persons under this Consent Decree as if each had executed it individually.

111. No Opposition to Entry. Except as otherwise expressly provided herein, each Settling PRP agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree unless the Department has notified the Settling PRPs in writing that it no longer supports entry of the Consent Decree.

112. Agent for Service of Process. Liaison counsel for the PRP Group shall be the agent for service of process for all Settling PRPs except for the United States. The Settling PRPs, other than the United States, agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons. The United States may be served in accordance with the Federal Rules of Civil Procedure and applicable law.

113. Enforcement of Consent Decree.

(a) Retention of Jurisdiction. The United States District Court for the District of South Carolina shall retain jurisdiction, and no other court shall have jurisdiction over the subject matter of this Action, the Consent Decree, and the Settling PRPs and as to the Trustee this Court and the United States Bankruptcy Court for the duration of the performance of the terms, provisions, and obligations of this Consent Decree for the purpose of issuing such further orders or directions as may be necessary or appropriate to construe, implement or enforce the terms and obligations of this Consent Decree or to resolve formal disputes in accordance with the Dispute Resolution provisions of this Consent Decree.

(b) Obligations of Work Parties. The obligations of the Work Parties to finance and perform the Work pursuant to this Consent Decree, the ROD, and the SOW, are joint and several. Notwithstanding the foregoing, the Department agrees to seek the fulfillment

of the promises and obligations made by the Work Parties in this Consent Decree first from the Work Parties as a group, and then from individual Work Parties only if the Work Parties as a group do not perform; provided, however, in the event a Work Party files for protection under the United States Bankruptcy Code, then the Department will have the right to seek injunctive relief against such Work Party to enforce the terms of this Consent Decree, and the Department will have no right or obligation to seek monetary relief against such Work Party.

(c) Final Judgment. This Consent Decree and its Appendices constitute the final, complete, and exclusive agreement and understanding among the Parties. The Parties acknowledge that there are no representations, agreements, or understanding relating to the settlement other than those expressly contained in this Consent Decree. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between and among the Parties. Each Settling Party shall bear its own litigation and administrative costs and expenses, including attorneys' fees. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Rules 54 and 58 of the Federal Rules of Civil Procedure.

AND IT IS SO ORDERED.

This 12 day of December, 2022.

S/ Sherri A. Lydon

Sherri A. Lydon
United States District Court Judge

[Separate signature pages for each of the Parties follow.]

THE DEPARTMENT:

South Carolina Department of Health and
Environmental Control

By: Myra C. Beece
Name: Myra C. Beece
Title: Director, Environmental
Affairs

THE UNITED STATES OF AMERICA:

By: Michael C. Augustini
MICHAEL C. AUGUSTINI
Senior Trial Counsel
United States Department of Justice
P.O. Box 7611
Washington, DC 20044-7611
(202) 616-6519
michael.augustini@usdoj.gov

LIST OF APPENDICES TO CONSENT DECREE

Appendix 1 – Work Parties

Appendix 2 – Cash Out Settlers

Appendix 3 – Re-Opener Settlers

Appendix 4 – Facility Property Description

Appendix 5 – SOW

Appendix 6 – Additional Settling PRP Consent Decree Acknowledgement

Appendix 7 – Form of Financial Assurance Mechanism-Guarantee of Payment & Performance Trust Agreement

Appendix 1

Philip Services Site Work Parties

| PRP Name | Legal Name | EPA ID Number |
|---|--|---------------|
| Abbott Pharmaceuticals PR. LTD. & Related Parties | AbbVie Ltd | |
| Abbott Chemicals, Inc | | PRD090131251 |
| Abbott Laboratories | | NCD900733180 |
| Air Products & Chem & Related Parties | Air Products and Chemicals, Inc. | |
| Air Products and Chemicals, Inc. | | GAD080088396 |
| Air Products and Chemicals, Inc. | | FLD008155673 |
| Air Products and Chemicals Valchem Polymers | | SCD051014637 |
| Air Products Incorporated | | TXD990757846 |
| Pacific Anchor Chemical Corp. | | RID062310230 |
| Akzo Nobel & Related Parties | Akzo Nobel Coatings Inc. | |
| Akzo Chemical | | ALD008161176 |
| Akzo Chemie | | NJD068682624 |
| Akzo Coatings America Inc. | | MID000265207 |
| Akzo Coatings Inc | | NCD006390561 |
| Akzo Electronic Materials Company | | NCD131904344 |
| Akzo Nobel Inks Corp | | CAL000157864 |
| Akzo Salt | | PAD982706301 |
| Chemcraft Sadolin, Inc. | | NCD991278680 |
| Reliance Univ | | NCD006390561 |
| Reliance Universal | | VAD000019828 |
| Reliance Universal | | NCD053009510 |
| Reliance Universal Inc | | NCD053009510 |
| Additive Inc. | | NYD002044196 |
| Alpha Metals Inc. | Alpha Assembly Solutions, Inc. (f.k.a. Alpha Metals, Inc.) | GAD980803837 |
| American Woodmark Corporation | American Woodmark Corporation | WVD003084399 |
| Arkema Inc. & Related Parties | Arkema Inc | |
| Atochem North America | | PAD990827578 |
| Atochem North America | | KYD006373922 |
| Elf Atochem North America Inc | | MID00536114 |
| M and T Chemicals Inc. | | KYD066373922 |
| M and T Chemicals Inc | | NJD001723147 |
| M and T Chemicals Inc Atochem North America | | KYD006373922 |
| M and T Harshaw (Atochem North) | | CAD028914950 |
| MAT Chemicals Inc. | | KYD006373922 |
| Ashland Inc & Related Parties | Ashland Inc. (f.k.a. Ashland LLC prior to 8-1-2022) | |
| AMREP Incorporated | | GAD051010429 |
| Apac Georgia Inc | | |
| Ashland Chemical Co | | MID980683726 |
| Ashland Chemical Company | | NCD088560032 |
| Ashland Chemical Company | | GAD041007063 |
| Ashland Chemical Company | | NCD061263315 |
| Ashland Chemical Inc | | VAD044736726 |
| Ashland Chemical Inc | | SCD980839823 |
| Ashland Chemical Inc | | NJD053518536 |

| | | | |
|------------------------------------|--|--|--------------|
| | Ashland Chemical Inc | | NCD024599011 |
| | Ashland Chemical Inc | | NYD049253719 |
| | Drew Chemical Co. | | NJD053518536 |
| | Welchem | | TXD096618855 |
| | Hercules | | NJD002521961 |
| | Hercules Inc | | GAD003293016 |
| | Hercules Inc | | NJD002156925 |
| | Hercules inc., PFW Div. | | NYD064329444 |
| | Hercules Incorporated | | WV0170023691 |
| | Hercules Radford Army | | VA1210020730 |
| Avon Products & Related Parties | | Avon Products, Inc. | |
| | Avon Products | | DED011016805 |
| | Avon Products, Inc. | | NYD001483494 |
| BASF Corporation & Related Parties | | BASF Corporation on its own behalf, and on behalf of the former Ciba Corp. and former Cognis Corp. | |
| | Badische Corporation | | VAD990710642 |
| | BASF Corporation | | NCD049997786 |
| | BASF | | NCD982124059 |
| | BASF | | OHD068101435 |
| | BASF Clemson | | SCD052944295 |
| | BASF Coating and Ink. | | GAD047608245 |
| | BASF Corp. | | SCD052944295 |
| | BASF Corp. | | NJD046941530 |
| | BASF Corp. | | SCD036050854 |
| | BASF Corp. | | NCD990868168 |
| | BASF Corp Cenco Terminal | | NCTMP0001742 |
| | BASF Corp Chemical Div | | SCD077990638 |
| | BASF Corp Chemicals Division | | NYD093249688 |
| | BASF Corp Hwy | | TND003376100 |
| | BASF Corporation | | MIE200000294 |
| | BASF Corporation | | MID980896518 |
| | BASF Corporation | | NJD078247905 |
| | BASF Corporation | | TND982119976 |
| | BASF Corporation | | OHD076796887 |
| | BASF Corporation | | EXEMPT |
| | BASF Corporation | | TND078242542 |
| | BASF Corporation Coatings and Inks Division | | VAD046960456 |
| | BASF Corporation Plant 2 | | TND982118093 |
| | BASF Inmont | | NJD002165371 |
| | BASF Inmont | | VAP000002950 |
| | BASF Structural Materials Inc. | | SCD981014780 |
| | BASF Structural Materials Inc. | | NCD981466691 |
| | BASF Wyandotte Corp | | LAD040776809 |
| | BASF Wyandotte Corporation | | NCD139687974 |
| | CCF Division of BASF Structural Material Inc | | SCD981014780 |
| | Engelhard | | SCR000000034 |
| | Engelhard Corporation | | NJD002141489 |
| | Inmont | | VAD046460456 |
| | Panocean Southland Inc. | | GAD097800205 |
| Bayer Corp. & Related Parties | | Lanxess Corporation | |
| | AGFA Division of Miles Inc | | TXD981158447 |
| | AGFA Geveart (Metcomet) | | NJD002171189 |
| | Bayer Corporation | | SCD981027873 |

| | | | |
|-------------------------------------|---|------------------------|---------------|
| | Bayer Corporation | | SCD048373468 |
| | Chemdesign Corporation | | MAD980912323 |
| | Miles Inc | | NJD002148609 |
| | Miles Inc | | SCD048373468 |
| | Miles Inc Southeast | | SCD981027873 |
| | Mobay Corp | | SCD048393680 |
| | Mobay Corp | | SCD048373680 |
| | Mobay Corp | | SCD048373468 |
| | Mobay Corporation | | SCD079047106 |
| | Mobay Corporation | | MDD003093499 |
| | Sybron Chemical | | |
| | Sybron Chemicals Inc | | NJD000339406 |
| | Sybron Chemicals Inc | | SCD078057031 |
| Bayer Cropscience & Related Parties | | Bayer CropScience Inc. | |
| | A and I Warehouse Inc. | | TNTMP0001080 |
| | Reystone Powdered Metal | | NCD980839365 |
| | Rhone Poluenc Inc. | | GAD030035356 |
| | Rhone Poluenc | | NJD981186976 |
| | Rhone Poluenc | | SC0000099614 |
| | Rhone Poluenc | | NCD986182582 |
| | Rhone Poulenc AG Co | | NCD9860600274 |
| | Rhone Poulenc AG Company | | WVD005005509 |
| | Rhone Poluenc AG Inc. | | FLD004072229 |
| | Rhone Poulenc Basic Chemicals Co | | LAD008161234 |
| | Rhone Poluenc C | | NCD986182582 |
| | Rhone Poluenc Inc. | | NJD982537185 |
| | Rhone Poluenc Inc. | | NJT350011698 |
| | Rhone Poluenc Inc. | | GAD003268885 |
| | Rhone Poluenc Inc. | | GAD030035356 |
| | Rhone Poluenc Inc. | | GAD030035360 |
| | Rhone Poluenc Inc | | NJD000284448 |
| | Rhone Poluenc Inc. | | PAD053061578 |
| | Rhone Poluenc Inc. | | NJD089206932 |
| | Rhone Poluenc Marschall Products | | WID988610283 |
| | Rhone Poluenc PR and C Division | | GAD003268885 |
| | Rhone Poluenc Rorer Puerto Rico | | PRD091101543 |
| | Rhone Prulenc Inc. | | NJD002184448 |
| | Stauffer Chemical | | NYD056301104 |
| | Stauffer Chemical Company | | DED980551667 |
| | Stauffer Chemical Company | | PAD002336410 |
| | Union Carbide Rhone Poulenc AG Company | | GAD030035356 |
| | Union Carbide Corp | | NCD0980600274 |
| | Cooper Biomedical, Inc. | | NJD000228619 |
| | Wilmington Chemical Corporation (Rhone Poulenc) | | DED002341287 |
| BF Goodrich & Related Parties | | Goodrich Corporation | |
| | BF Goodrich | | PAD021052329 |
| | BF Goodrich Aerospace | | NCD982127680 |
| | BF Goodrich | | TXD070133319 |
| | BF Goodrich Flight Systems Inc. | | OHD987044617 |
| | BF Goodrich Textile Chemicals | | NCD003168168 |
| | BF Goodrich | | NCD986182582 |
| | Kalama Spec Chem Inc | | 94995503 |
| | Freedom Textile Chemical | | NCD003168168 |
| | Hilton DavisCo. | | OHD004240313 |

| | | | |
|--|--|--|---------------|
| | Rohr Aero Services | | ALD980841578 |
| | Walbar Inc. Greenwood Facility | | SC0000029843 |
| BP Amoco & Related Parties | | INEOS US Chemicals Company (f.k.a. BP Amoco Chemical Company) and Atlantic Richfield Company | |
| | BP Amoco Chemical Co. (Amoco Chemical Co.) | | ALD002985554 |
| | BP Amoco Chemical Co. (Amoco Chemicals ALS PBG) | | GAD1075255503 |
| | Div.) | | SCD084773909 |
| | Company) | | GAD990854036 |
| | BP Amoco Chemical Co. (Amoco Fabrics Fibers Corp.) | | SCD041387101 |
| | BP Products North America Inc. (Amoco Oil Company) | | MDD000607788 |
| | BP Products North America Inc. (Amoco Oil Company) | | NCD000826909 |
| | BP Products North America Inc. (Amoco Oil Company) | | VAD040556565 |
| | BP Products North America Inc. (Amoco Oil Company) | | GAD003292877 |
| | BP Products North America Inc. (Amoco Oil Company) | | FLT009102625 |
| | (Citgo)) | | VAD000621045 |
| | Refinery) | | VAD050990357 |
| | Product Inc) | | GAD107525503 |
| | Products Inc) | | GAD981270572 |
| | Products Inc) | | SCD003361714 |
| | Products Inc) | | ILG |
| | Products Inc) | | OHD981829688 |
| | BP Products North America Inc. (Amoco Polymers BG) | | GAD107525503 |
| | BP Products North America Inc. (Amoco Polymers Inc) | | GAD981270572 |
| | Atlantic Richfield Company (Arco Chemical Co) | | PAD046538211 |
| | Atlantic Richfield Company (Arco Chemical Company) | | SCD044442333 |
| | Atlantic Richfield Company (Arco Chemical Company Beaver Valley Plant) | | PAD068730225 |
| | BP Products North America Inc. (BP America) | | MID985617471 |
| | BP Products North America Inc. (BP Oil) | | SCD030104871 |
| | Company) | | NYD981138647 |
| Carolina Solvents | | Carolina Solvents, Inc. | NCD047285598 |
| CBS Records & Related Parties | | ViacomCBS Inc. | |
| | CBS / MTM Studies | | CAD981686215 |
| | CBS Records | | CTD099752206 |
| | CBS Records | | GAD980515407 |
| | CBS Records Inc | | GAD980515241 |
| | Columbia Magnetics | | CTD050628148 |
| | Westinghouse Electric | | ALD038261632 |
| | Westinghouse Electric Co | | NCD003195963 |
| | Westinghouse Electric Corp | | NCD000772368 |
| | Westinghouse Electric Corp | | PAD990754913 |
| | Westinghouse Electric Corp | | SCD00351184 |
| | Westinghouse Electric Corp | | SCD003351814 |
| | Westinghouse Electric Corporation | | SCD003351814 |
| | Westinghouse Electric Corporation | | SCD099881245 |
| | Westinghouse Fortin | | SCD980602239 |
| | Westinghouse Remediation Services | | NJD986645539 |
| Chemical Waste Management, Inc.& Related Parties | | Chemical Waste Management, Inc. | |
| | Division | | WID003967148 |
| | Chemical Waste Management CSA | | |
| | Chemical Waste Management Inc | | CAT000646117 |
| | Chemical Waste Management Inc | | VAD988186623 |
| | Chemical Waste Management Inc | | OHD986979813 |
| | Chemical Waste Management Inc | | TND000772184 |

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|---|---|---|--------------|
| | Industries) | | TND000772186 |
| | Chemical Waste Management Inc | | VAD982706772 |
| | Chemical Waste Management, Inc | | VAD988172169 |
| | Chemical Waste Management of Kansas Inc | | KSD070902952 |
| | Chemical Waste Management of New Jersey Inc | | NJD089216790 |
| | Chemical Waste Management Inc | | ALD000622464 |
| | Chemical Waste Management Inc | | FLD000776708 |
| | CWM Chemical Services | | TND000772186 |
| | CWM Chemical Services Inc | | NYD049836679 |
| | CWM City of Columbia | | MOD985819929 |
| | CWM Resource Management Inc | | GAD096629282 |
| | Controlled Waste Division | | WID003947148 |
| | Controlled Waste Division | | ILG |
| | City of Livonia | | MID985621770 |
| | City of Farmington Hills | | MID985608843 |
| Chevron Environmental & Related Parties | | Chevron Environmental Management Co. for itself and as Attorney-In-Fact for Texaco, Inc. and its affiliates | |
| | Chevron USA Products Company | | SCD030104871 |
| | GULF BP | | SCD030104871 |
| | Star Enterprise | | FLTMP9002325 |
| | Star Enterprise | | TND052000155 |
| | Texaco Inc | | PAP000002086 |
| | Texaco Inc | | ALD046864591 |
| | Texaco Lubricants Company | | CAD041678137 |
| | Texaco Oil | | SCD000420315 |
| | Texaco Puerto Rico Inc | | PRD980594683 |
| | Texaco Refinining and Marketing | | NJD067505958 |
| | Texaco Refinining and Marketing Inc | | MSD991277401 |
| | Texaco Refinining and Marketing Inc | | FLD088638801 |
| | Texaco Refinining and Marketing Inc | | ALD000652974 |
| | Texaco South | | PAD000765933 |
| | Texaco Trmi | | VAD000765941 |
| | Texaco Unico | | NJD986893063 |
| | Texaco Unico | | NYD982793028 |
| | Texaco Unico | | NYD982792921 |
| | Texaco Unico | | NJD982792913 |
| | Texaco Unico | | NYD982793010 |
| | Texaco Unico | | NYD982793101 |
| | Texaco Unico | | NYD982793093 |
| | Texaco Unico | | NYD982793077 |
| | Texaco Unico | | NYD982793069 |
| | Texaco Unico | | NYD982793051 |
| | Texaco Unico | | NYD982793044 |
| | Texaco Unico | | NJD982791527 |
| | Texaco Unico | | NYD982793036 |
| | Texaco Unico | | NJD982792996 |
| | Texaco Unico | | NYD982792947 |
| | Texaco Unico | | NYD982792939 |
| | Texaco Unico | | NYD982792855 |
| | Texaco Unico | | NYD982792848 |
| | Texaco Unico | | NYD167400944 |
| | Texaco Unico | | NYD082292263 |
| | Union Chemicals Div | | NCD990733537 |

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| | Union Chemicals Div | | NCD062552989 |
| | Union Oil Company of California | | |
| Ciba-Geigy Corp., by Ciba Specialty Chemicals & Related Parties | | Ciba-Geigy Corporation, by Ciba Specialty Chemicals Corporation | |
| | Ciba-Geigy Corporation | | NCD990867152 |
| | Ciba Geigy | | NJD096872395 |
| | Ciba Geigy Bio Technology | | NCD119191393 |
| | Ciba Geigy Corp. | | NYD01328480 |
| | Ciba Geigy Corp. | | MEP000008658 |
| | Ciba Geigy Corp. | | RID001194323 |
| | Ciba Geigy Corporation Toms River Plant | | NJD001502517 |
| | Ciba Geigy Corporation | | NCD061801361 |
| | Ciba Geigy Corporation | | NJD001316173 |
| | Sandoz Agro Inc | | TXD067261412 |
| | Sandoz Pharmaceuticals Corporation | | NJD002147023 |
| Clariant & Related Parties | | Clariant Corp. | |
| | Fairfield Division (Formerly MTM Fairfield) | | SCD058751520 |
| | Hardwick Chemical Company | | SCD042627448 |
| | Hardwick Chemical Company | | |
| | Hodgson Chemicals Inc | | SCD062559331 |
| | MTM Chemicals Inc | | SCD06255331 |
| | MTM Fairfield Chemical Co | | SCD058751520 |
| | MTM Hardwicke Incorporated | | SCD042627448 |
| | NIPA Hardwicke Inc Hodgson | | SCD062559331 |
| | Sandoz Chemical Corp | | NCD001810365 |
| | Sandoz Chemicals | | NCD108706425 |
| | Sandoz Chemicals Corp | | NJD001213453 |
| | Sandoz Chemicals Corporation | | NCD982080459 |
| | Sandoz Chemicals Corporation | | ILG |
| Clean Earth & Related Parties | | Clean Earth of North Jersey, Inc. | |
| | S and W Waste Inc | | NJD991291105 |
| Clean Harbors & Related Parties | | Inc. | |
| | Clean Harbors of Baltimore Inc. | | ILD000608471 |
| | Clean Harbors of Baltimore Inc. | | MDD980555189 |
| | Clean Harbors of Braintree Inc | | MAD053452637 |
| | Clean Harbors of Connecticut Inc | | CTD000604488 |
| | Clean Harbors of Kingston Inc. | | MAP000042070 |
| | Clean Harbors of Natick Inc. | | MAD9805203 |
| | Clean Harbors Services Inc | | ILD000608471 |
| | Ensco Inc. | | ARD069748192 |
| | Spring Grove Resource Recovery Inc | | OHD000816629 |
| | Safety Kleen Corp | | OHD980587364 |
| | Safety Kleen Corp | | KYD053348108 |
| | Safety Kleen Corp | | SCD077995488 |
| | Safety Kleen Envirosystems Co of PR Inc | | PRD090399718 |
| | Solvents Recovery Service of New Jersey Inc. | | NJD002182897 |
| | Chemclear of Baltimore | | MDC980555189 |
| CNA Holdings, Inc. & Related Parties | | CNA Holdings LLC | |
| | American Hoechst Corp. | | NJD 000603365 |
| | American Hoechst Corporation | | SCD097631691 |
| | Celanese Fiber Company | | NCD000608117 |
| | Celanese Fibers Inc | | NCD003446721 |
| | Celanese Fibers Operations | | SCD069313781 |
| | Celanese Fibers Operations | | SCD041387754 |

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| | Hoechst Celanese | | SCD056811367 |
| | Hoechst Celanese | | NCD041043811 |
| | Hoechst Celanese (f/k/a Celanese Acetate, LLC) | | SCD003159928 |
| | Hoechst Celanese Corp | | NCD000608117 |
| | Hoechst Celanese Corp | | SCD041387754 |
| | Hoechst Celanese Corp | | NCD003446721 |
| | Hoechst Celanese Corp (Separations Products Division) | | NCD981861396 |
| | Hoechst Celanese Corp Sou Tex Works | | NCD085074821 |
| | Hoechst Celanese Corporation | | SCD097631691 |
| | Hoechst Celanese Corporation | | NJD000603365 |
| | Hoechst Celanese RL Mitchell Technical Center | | NJD062026281 |
| | Hoechst Celanese Separations | | NCD981861996 |
| Cognis Corporation & Related Parties | | Cognis Corporation | |
| | Henkel Corp | | NCD062567623 |
| | Henkel Corporation | | NJD002012219 |
| | Henkel Corporation | | NCD990715062 |
| | Henkel Corporation | | PAD002348324 |
| Colgate-Palmolive Company & Related Parties | | Colgate-Palmolive Co. | |
| | CDGate Palmolive Company (Colgate) | | NJD986588606 |
| | Colgate Palmolive | | NJD062044367 |
| | Colgate Palmolive Company | | NJD986588606 |
| | Mennen Company | | NJD002146660 |
| | Pet Chemicals, Inc. | | FLD004123964 |
| | The Mennen Co | | NJD007146660 |
| | The Mennen Co | | NJD002146666 |
| | The Mennen Co | | ILG |
| | The Mennen Company | | NJD002146660 |
| Continental Airlines, Inc. (United Airlines) & Related Parties | | United Airlines, Inc. | |
| | Continental Airlines, Inc. | | TXD988043386 |
| | Continental Airlines, Inc. | | FLD944219618 |
| | Continental Airlines, Inc. | | NMD986676518 |
| | Continental Airlines, Inc. | | NJD986616175 |
| | Continental Airlines, Inc. | | NJ0000128215 |
| | Continental Airlines, Inc. | | NCD986193316 |
| | Continental Airlines, Inc. | | MDP000004762 |
| | Continental Airlines, Inc. | | MAD985290493 |
| | Continental Airlines, Inc. | | MAD000002120 |
| | Continental Airlines, Inc. | | WVD988872636 |
| | Continental Airlines, Inc. | | ILD113732630 |
| | Continental Airlines, Inc. | | AZD983468168 |
| | Continental Airlines, Inc. | | NYD135636827 |
| | Continental Airlines, Inc. | | FLD984218024 |
| | Continental Airlines, Inc. | | ILG |
| | Continental Airlines, Inc. | | FLD894226571 |
| | Continental Airlines, Inc. | | FLD082141582 |
| | Continental Airlines, Inc. | | CVS024248900 |
| | Continental Airlines, Inc. | | COD983802844 |
| | Continental Airlines, Inc. | | COD006915466 |
| | Continental Airlines, Inc. | | CAT000624692 |
| | Continental Airlines, Inc. | | CAL000076983 |
| | Continental Airlines, Inc. | | CAL000043947 |
| | Continental Airlines, Inc. | | CAL000008591 |
| | Continental Airlines, Inc. | | GAD984304410 |
| | Continental Airlines, Inc. | | FLD984219634 |

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| | Continental Airlines, Inc. | | PAD987336252 |
| | Continental Airlines, Inc. | | TXD988043402 |
| | Continental Airlines, Inc. | | WAD988504676 |
| | Continental Airlines, Inc. | | WAD988507919 |
| | Continental Airlines, Inc. | | UTD988074225 |
| | Continental Airlines, Inc. | | TXD988059788 |
| | Continental Airlines, Inc. | | VAD988207247 |
| | Continental Airlines, Inc. | | TXD988043410 |
| | Continental Airlines, Inc. | | TXD127626303 |
| | Continental Airlines, Inc. | | TXD981580602 |
| | Continental Airlines, Inc. | | TXD988071833 |
| | Continental Airlines, Inc. | | NYD986899532 |
| | Continental Airlines, Inc. | | VAD988207056 |
| | Continental Airlines, Inc. | | OHD987035839 |
| | Continental Airlines, Inc. | | OHD987030137 |
| | Continental Airlines, Inc. | | OHD076755081 |
| | Continental Airlines, Inc. | | NDD986268134 |
| | Continental Airlines, Inc. | | TXD988056651 |
| | Continental Express | | COD983792409 |
| | Continental Express | | COD057489296 |
| | Continental Express | | TXD988073698 |
| | Continental Airlines, Inc. | | NJD986568723 |
| | Continental Airlines, Inc. | | PAD987346400 |
| | Continental Airlines, Inc. | | TXD981513765 |
| | Continental Airlines, Inc. | | TXD988049854 |
| | Continental Airlines, Inc. | | TXD981585060 |
| | Continental Airlines, Inc. | | KSD984997601 |
| | Continental Airlines, Inc. | | ARP060029023 |
| | Continental Airlines, Inc. | | WID988602728 |
| | Continental Airlines, Inc. | | LAD985212307 |
| | Continental Airlines, Inc. | | TXD988043428 |
| | Continental Airlines, Inc. | | TXD988043378 |
| | Continental Airlines, Inc. | | FLD984227579 |
| | Continental Airlines, Inc. | | FLD984240903 |
| | Continental Airlines, Inc. | | GAD984304410 |
| | Continental Airlines, Inc. | | TXD127626323 |
| | Continental Airlines, Inc. | | OKD987086998 |
| | Continental Airlines, Inc. | | MID985629385 |
| | Continental Airlines, Inc. | | MOD985809557 |
| | Continental Airlines, Inc. | | TXD988043469 |
| | Continental Airlines, Inc. | | TXD987989241 |
| | Continental Airlines, Inc. | | MND985714013 |
| | Continental Airlines, Inc. | | OKD987086980 |
| | Continental Express | | TXP490154563 |
| | Continental Express | | COD052489296 |
| | Continental Express | | PAD982674863 |
| | Continental Express | | MEP000008328 |
| | Continental Express | | COD037489296 |
| | Continental Express Airlines | | OHD986971539 |
| | Continental Express | | VTP000005290 |
| | Continental Express | | OHD987052545 |
| Cosan Chemical Company Inc. | | Cosan Chemical Corporation | NJD064332273 |
| Dow Corning & Related Parties | | Corp.) | |
| | Dow Corning | | NYD001391200 |

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| | Dow Corning | | KYD980501191 |
| | Dow Corning Corp | | KYD042943985 |
| | Dow Corning Corporation | | NCD003221546 |
| | Dow Corning Corporation Midland Plant | | MID000809632 |
| | Perennator North America Inc. | | SCD094355542 |
| Eastman Chemical Co. & Related Parties | | Eastman Chemical Company | |
| | Abco Industries Inc | | SCD003360393 |
| | Abco Industries Inc | | SCD003360393 |
| | Arkansas Eastman Chemical | | ARD089234884 |
| | Carolina Eastman Company | | SCD041387762 |
| | Eastman Chemical Co. Carolina Eastman Division | | SCD041387762 |
| | McWhorter Technologies | | GAD084823301 |
| | McWhorter Tech | | SCD981479710 |
| | McWhorter Technologies | | SCR000005603 |
| | McWorter Technologies | | SCR000005553 |
| Ecoflo, Inc & Related Parties | | ECOFLO, Inc. | |
| | Ecoflo Inc | | NCD981023492 |
| | Ecoflo Inc | | NCD980421321 |
| | Ecoflo Inc | | MDD007972730 |
| | Ecoflo Inc | | NCD980842132 |
| | Ecoflo Inc | | NCD980842132 |
| General Dynamics & Related Parties | | General Dynamics Corp. | |
| | General Dynamics | | SCD982102998 |
| | General Dynamics | | TX7572024605 |
| | General Dynamics COC Plant | | MID982220246 |
| | General Dynamics Electric Boat Division | | CTD018668269 |
| | General Dynamics Electric Boat Division | | CTD001147842 |
| | General Dynamics Land Systems Division | | MI5210022781 |
| | General Dynamics Land Systems Division Sterling Plant | | MID053333779 |
| | Center | | MID985567718 |
| | General Dynamics Troy Tec Plant | | MIG000006527 |
| | General Pynamicland Systems | | OH7210020510 |
| | Gulfstream Aerospace Corporation | | GAD061022216 |
| | Metro Machine of PA Inc | | PAD987388329 |
| | Metro Machine Corp(Mid Atlantic Facility) | | VAD063424857 |
| | Works) | | VAD063424857 |
| | Metro Machine Corporation | | VAD990800138 |
| General Electric & Related Parties | | General Electric Company | |
| | Caribe GE Products Arroyo Plant | | PRD981489511 |
| | Caribe GE Products Inc | | PRD090492109 |
| | Caribe GE Products Manuabo Plant | | PRD000831586 |
| | Caribe General Electric Products | | PRD090031410 |
| | GE Betz (Betz Laboratories Inc.) | | GAD057281156 |
| | GE Government Serv | | OHD987042389 |
| | GE Plastics | | ALD981026677 |
| | GE Plastics | | WVD088911854 |
| | GE Plastics | | IND006376362 |
| | GE Power Protection | | PRD987370939 |
| | GE Railcar Repair Services Corporation | | MDD078288354 |
| | GE/ Astro Space Division | | NJD001643840 |
| | General Electric | | GAD984303032 |
| | GE Company | | SCD049126097 |
| | General Electric | | NCD081322117 |
| | General Electric | | TXD064114242 |

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| | General Electric | | SCD049126093 |
| | General Electric | | NCD057037194 |
| | General Electric Company CICO | | NCD980559660 |
| | General Electric Corp | | VAD009708603 |
| | General Electric (Cincinnati Air) | | OH000817312 |
| | General Electric Ceramics Inc | | TND991279472 |
| | General Electric Co | | VAD003132545 |
| | General Electric Co | | NYD066832023 |
| | General Electric Co | | NCD050409150 |
| | General Electric Co | | CTD000842500 |
| | General Electric Co | | SCD067002147 |
| | General Electric Co | | MAD002084093 |
| | General Electric Co CR and D | | NYD071094197 |
| | General Electric Company | | PAD005033055 |
| | General Electric Company | | FLD086246378 |
| | General Electric Company | | NCD003237948 |
| | General Electric Company | | SCD089126097 |
| | General Electric Company | | PAD060682622 |
| | General Electric Company | | NYD982741092 |
| | General Electric Company | | OHD071641054 |
| | General Electric Company | | VAD070360219 |
| | General Electric Company | | ALD000645416 |
| | General Electric Engine Rep Support Operations | | OHD986982460 |
| | General Electric Euclid Specialty Coatings | | OHD048432975 |
| | General Electric Silicones | | NYD986996791 |
| | Parallel Design | | AZ0000861179 |
| | Sterling Organics | | NYD083626077 |
| | Sterling Pharmaceutical | | PRD991291949 |
| Giant Cement Holding Inc. & Related Parties | | Giant Cement Holdings, Inc. | |
| | Giant Cement Co. | | SCD003351699 |
| | Keystone Cement | | PAD002389559 |
| | M and M Chemical Co | | ALD070513767 |
| | Southeastern Chemical & Solvent Co., Inc. | | SCD036275626 |
| Glaxo Smithkline (GSK) & Related Parties | | GlaxoSmithKline LLC | |
| | Beecham Laboratories | | NJD042896738 |
| | Borrough Wellcome | | NCD052547635 |
| | Burroughs Wellcome Company | | NCD047373766 |
| | Glaxo Inc | | NCD101740215 |
| | Glaxo Inc | | NCD065655599 |
| | Glaxo Inc (Imperial Center) | | NCD981920762 |
| | Glaxo Inc Imperial Center Exchange Place | | NCD065655599 |
| | Smithkline and French | | PAD002285920 |
| | Smithkline and French | | PAD002286920 |
| | Smithkline Beecham Pharmaceuticals | | PRD090023250 |
| | Smith Kline Chemical | | PAD986550412 |
| | Smith Kline Chemical | | PAD980550412 |
| | Smith Kline Consumer Products | | PAD981108384 |
| | Smith Kline Consumer Products | | PAD981108389 |
| | Smithkline Beecham | | PAD980551964 |
| | Smithkline Beecham | | NY0000978916 |
| | Smithkline Beecham | | PAD980551864 |
| | Smithkline Beecham | | PAD930551964 |
| | Smithkline Beecham | | NYD987040847 |
| | Smithkline Beecham | | NY0000978908 |

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| | Smithkline Beecham CHLP | | SCD091328625 |
| | Smithkline Beecham Pharmaceuticals | | NJD04289638 |
| Honeywell & Related Parties | | Honeywell International, Inc. | |
| | AlliedSignal Oak Mitsui | | SCD987579943 |
| | Allied Amphenol Products BCO | | SCD058183138 |
| | Allied Bendix H V S | | NCD083673590 |
| | Allied Bendix H V S | | MDD048581763 |
| | Allied Corporation | | VAD065385296 |
| | Allied Corporation | | VAD023690183 |
| | Allied Corporation | | SCD003361987 |
| | Allied Corporation | | NCD062559729 |
| | Allied Corporation | | NJD048794986 |
| | Allied Fibers | | SCD003361987 |
| | Allied Fibers nd Plastics Company | | VAD065385296 |
| | Allied Signal | | VAD042198119 |
| | Allied Signal Aerospace Company Electric Power Div | | SCD131462129 |
| | Allied Signal Auto | | CAP000035188 |
| | Allied Signal Autolite Division | | SCD982103178 |
| | Allied Signal Controls & Accessories | | IND005461165 |
| | Allied Signal Inc | | NCD053488409 |
| | Allied Signal Inc | | PAD981739758 |
| | Allied Signal Incorporated | | NJD48794986 |
| | Allied Signal Laminate Systems | | SCD980602239 |
| | Allied Technologies Company | | NCD062559729 |
| | Bendix | | MDD003092723 |
| | Bendix Communications Division | | MDD48581763 |
| | Electromagnetic Sciences Inc. | | GAD081282157 |
| | Honeywell Inc. | | PAD002386761 |
| ICI America & Related Parties | | ICI Americas Inc. | |
| | ICI Americas | | VAD000019273 |
| | ICI Americas | | NCD990714479 |
| | ICI Americas Aerospace Division | | PAD002342012 |
| | ICI Americas Inc | | VAD000419273 |
| | ICI Americas Inc | | NCD067199851 |
| | ICI Americas Inc | | MAD051505477 |
| | ICI Americas Inc | | DED002342020 |
| | ICI Americas Inc | | NCD990714479 |
| | ICI Pharmaceuticals, Inc. | | PRD981874746 |
| | ICI Specialty Chemicals | | NCD053010724 |
| | ICI Americas Inc. (For ICI Pearl) | | NJD000692970 |
| InChem Corp. | | Gabriel Phenoxies, Inc. fka InChem Corp a North Carolina Corp. | SCD981014780 |
| Ingersoll-Rand & Related Parties | | Ingersoll Rand, Inc. | |
| | Ingersoll-Rand Co. | | NCD081425092 |
| | Ingersoll-Rand Company | | NCD041414772 |
| International Paper & Related Parties | | International Paper Company | |
| | Champion International Corp | | SCD001859206 |
| | International Paper Company | | NCD055359079 |
| | International Paper Decorative Products | | MDD089950945 |
| | International Paper Decorative Products | | MDD089945950 |
| | Masonite Corp | | NCD055359079 |
| | Masonite Corp | | NC0000065698 |
| | Masonite Corp | | VAD044736213 |
| | Panolam Industries (For Nevamar Corporation) | | MDD088845950 |

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| | Richmond Gravure Inc | | VAD046979498 |
| Johnson and Johnson & Related Parties | | Johnson & Johnson | |
| | Centocor | | PAD099091753 |
| | Codman and Shurtleff Inc. | | NJD980653083 |
| | Devro Inc. | | NJD000820142 |
| | Ethicon Inc | | NJD002144145 |
| | Ethicon Inc | | GAD000614347 |
| | J and J International Export | | NJD039046461 |
| | Johnson and Johnson Baby Products | | NJD000729798 |
| | Johnson & Johnson Consumer Product Inc | | GAD981224983 |
| | Johnson and Johnson Health care co | | NJD000631937 |
| | Johnson and Johnson Medical | | PRD090451824 |
| | Johnson and Johnson Pharmaceutical Partners | | PRD980536049 |
| | Johnson Johnson Medical | | TXD008013583 |
| | Noramco Inc. | | GAD980726491 |
| | OMB Pharmaceutical | | PRD980536049 |
| | Ortho Pharmaceutical Corp | | NJD002144202 |
| | Vistakon Johnson and Johnson Vision Care Products Inc | | FLD004060273 |
| | Vistakona Division J and J Vision Care Product | | FLD981027717 |
| | McNeil Consumer Products Company | | PAD002347103 |
| | McNeil Consumer Products Company | | PAD002347102 |
| | McNeil Consumer Products Inc | | PRD980767974 |
| | McNeil Pharmaceutical | | PAD000731471 |
| | McNeil Pharmaceutical Co. | | PRD090405945 |
| Kemet Electronics & Related Parties | | KEMET Electronics Corporation | |
| | Kemet Electronics Corp Mauldin Plant | | SCD980841886 |
| | Kemet Electronics Corporation | | SCD980841944 |
| | Kemet Electronics Corporation | | NCD038547519 |
| | Kemet Electronics Corporation | | SCD000003558 |
| | Union Carbide (Kemet) | | SCD000003558 |
| | Union Carbide (Kemet) | | SCD980841886 |
| | Union Carbide (Kemet) | | SCD980842009 |
| Mallinckrodt & Related Parties | | Mallinckrodt LLC | |
| | Mallinck Rodt Veterinary Operations Inc | | LAR000004531 |
| | Mallinck Rodt Veterinary Operations Inc | | LAD980810212 |
| | Mallinckrodt Inc | | NCD042091975 |
| | Mallinckrodt Inc | | NCD042091975 |
| | Mallinckrodt Inc | | NCD041091975 |
| | Mallinckrodt Specialty Chemicals Co. | | MOD096726484 |
| | Pitman Moore (Mallinckrodt) | | NJDO48585558 |
| | Pitman Moore | | GAD984313924 |
| | Van Dyk Division of Mallinckrodt Inc | | |
| | JT Baker Chemical Company | | NJD001213487 |
| Merck Comp & Related Parties | | Merck Sharp & Dohme Corp. | |
| | Merck and Company Inc | | PAD002307976 |
| | Merck and Company Inc | | GAD003324985 |
| | Merck and Company Inc | | ILG |
| | Merck and Company Inc | | PAD002307926 |
| | Merck and Company Inc | | PAD002367926 |
| | Merck and Company Inc | | PAD002397826 |
| | Merck and Company Inc | | PAD007387926 |
| | Merck Company Inc | | PAD02387926 |
| | Merck Company Inc | | PAD002387920 |
| | Merck Pharmaceutical | | NCD980798839 |

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| | Merck Sharp and Dohme | | NCD980788839 |
| | Merck Sharp and Dohme Quimica of PR Inc | | PRD090028101 |
| | Merck Sharp Dohme (f/k/a Merck & Company) | | PAD002387926 |
| | Intervet | | DED037678216 |
| | Merck Pharmaceutical | | NCD980798839 |
| | Oreanon Teknika | | NCD982157125 |
| | Organon Corp | | NJD002162056 |
| | Organon Corp | | NJD002152858 |
| | Schering-Plough Products, LLC | | PRD090139536 |
| Nation Ford Chemical Company & Related Parties | | Nation Ford Chemical Company | |
| | Nation Ford Chemical Company | | SCD086862950 |
| | RM Industries Inc | | SCD08662950 |
| Norlite Corporation | | Norlite Corporation | NYD080469935 |
| Perma Fix of South Georgia & Related Parties | | Perma-Fix Environmental Services, Inc. | |
| | Chemical Conservation Corp | | FLD980559728 |
| | Chemical Conservation of Georgia, Inc. | | GAD093380814 |
| | Perma Fix Environmental | | FLD984197608 |
| | Perma Fix Environmental | | FLD984196220 |
| | Quadrex Environmental | | FLD980711071 |
| Pfizer Inc. & Related Parties | | Pfizer Inc., on behalf of itself and its subsidiaries | |
| | Global Embrex (Embrex, Inc.) | | NCD982094526 |
| | KAGI Vitrum | | NCD982138075 |
| | Parke Davis | | NJD001344506 |
| | Pfizer Agricultural Division | | |
| | Pfizer Inc | | NCD071572036 |
| | Pfizer Inc | | CTD001147495 |
| | Pfizer Inc | | GAD042979724 |
| | Pfizer Inc | | PAD002395226 |
| | Pfizer Inc | | NJD002188811 |
| | Pfizer Inc | | NJD982535197 |
| | Pfizer Inc AG Division | | MOD058923269 |
| | Pfizer Pharmaceuticals | | PRD090346909 |
| | Searle | | GAD039046800 |
| | Upjohn Company | | CTD001168533 |
| | Warner Lambert | | PAD003008430 |
| | Warner Lambert | | GATMP0001043 |
| | Warner Lambert | | GATMP0001087 |
| | Warner Lambert Co. | | CTP000001450 |
| | Warner Lambert Co. | | GAD069195170 |
| | Warner Lambert Corp | | PAD003008943 |
| Pharmacia (Bayer/Monsanto) & Related Parties | | Pharmacia LLC | |
| | Monsanto Chemical Co | | MID074246919 |
| | Monsanto Chemical Company | | NJD002152106 |
| | Monsanto Chemical Company | | MAD001114818 |
| Raytheon Technologies & Related Parties | | Raytheon Technologies Corp (f.k.a. United Technologies Corp) | |
| | Practa Whitney | | CTD003935905 |
| | Pratt and Whitney | | CTO003935405 |
| | Pratt and Whitney | | CTD002925905 |
| | Pratt and Whitney | | CTD001449511 |
| | Pratt and Whitney | | CTD00084407 |
| | Pratt and Whitney (122 16) | | CTD990672081 |
| | Pratt and Whitney Manufacturing | | CTD001149277 |

| | | | |
|--|--|------------------------------|---------------|
| | Pratt and Whitney Overhaul and Repair Center | | CTD983871831 |
| | United Technologies Automotive Division | | SCD098253024 |
| | United Technologies Corp | | NJD986572337 |
| Rohm and Haas Company & Related Parties | | Rohm and Haas Company | |
| | Morton Chemical Div Morton Thiokol Inc | | NJD051274348 |
| | Morton International Inc | | ALD053360897 |
| | Morton International Inc | | OHD000724138 |
| | Morton International Inc | | PAD000619437 |
| | Morton International Inc | | MSD008186587 |
| | Morton Thiokol Inc Morton Chemical Division | | SCD003339975 |
| | Rodel Inc. | | DED046554150 |
| | Rohm and Haas | | SCTMP0001145 |
| | Rohm and Haas Co | | NCD062552989 |
| | Rohm and Haas Company | | PAD075485995 |
| | Rohm and Haas Company | | PAD075485975 |
| | Rohm and Haas Corp | | PAD075485993 |
| | Rohm and Haas Delaware Valley Inc | | PAD002292068 |
| | Rohm and Haas Delaware Valley Inc | | PAD00229068 |
| | Rohm and Haas Delaware Valley Inc | | PAD077883346 |
| | Rohm and Haas DVI | | PAD077883546 |
| | Rohm and Haas DVI | | PAD077893346 |
| | Rohm and Haas Dvi Phila Plant | | PAD077833346 |
| | Rohm and Haas Dvi Phila Plant | | PAD077783346 |
| | Rohm and Haas Dvi Phila Plant | | PAD077053346 |
| | Rohm and Haas Dvi Phila Plant | | PAD077013346 |
| | Rohm and Haas DVI Plant | | PAD077882346 |
| | Rohm and Haas Kentucky Inc | | KYD006390017 |
| | Rohm and Haas Tennessee Inc | | TND058660390 |
| | Rohm and Haas Tennessee Inc | | TND005866037 |
| | Rohm and Haas Tennessee Inc | | TND038660390 |
| | Rohm and Haas Texas Inc | | TXD065096273 |
| Schlumberger Industries for Itron Electricity Metering | | Schlumberger LTD | SCD003344496 |
| Set Environmental & Related Parties | | SET Environmental, Inc. | |
| | Treatment One | | TXD055135388 |
| Sherwin Williams & Related Parties | | The Sherwin-Williams Company | |
| | Rubberset | | MDD054913595 |
| | Sherwin-Williams Company | | NCD071561864 |
| | Sherwin Williams | | KY001002450 |
| | Sherwin Williams | | GA0000054726 |
| | Sherwin Williams | | CA0000054726 |
| | Sherwin Williams | | |
| | Sherwin Williams Automotive | | VAD000811455 |
| | Sherwin Williams Diversified Brands | | MTD006020929 |
| | Sherwin Williams Diversified Brands | | OHD095341178 |
| | Sherwin Williams Diversified Brands Inc | | MDD003073962 |
| Shurtape Technologies & Related Parties | | Shurtape Technologies, LLC | |
| | Shurtape Technologies | | NCD986166031 |
| | Shurtape Technologies | | |
| | Shurtape Technologies Hickory | | NCD003217437 |
| | Shuford Yarns (For Shuford Mills, Inc.) | | NCD0000092767 |
| Sonoco Products Company & Related Parties | | Sonoco Products Co. | |
| | Package Products | | NCD000816391 |
| | Package Products | | VCD000828905 |
| | Sonoco Products Company | | KYD093273753 |

| | | | |
|--|---|---------------------------------|--------------|
| | Sonoco Products Company | | NJD097405765 |
| Stauffer Mgt. & Related Parties | | Stauffer Management Company LLC | |
| | Stauffer Management Co | | FLD004092532 |
| | Stauffer Management Co | | FLD004092531 |
| Sun Chemical Corporation & Related Parties | | Sun Chemical Corporation | |
| | Sun Chemical | | MDD000216408 |
| | Sun Chemical | | NCD980843122 |
| | Sun Chemical | | NCD051331775 |
| | Sun Chemical | | MDD980555726 |
| | Sun Chemical | | NCD990868168 |
| | Sun Chemical | | NCD081428104 |
| | Sun Chemical Charlotte | | NCD990868168 |
| | Sun Chemical Corp | | VAD040167090 |
| | Sun Chemical Corp | | AZD982497356 |
| | Sun Chemical Specialty Inks | | NCD002560159 |
| | Thomas Printing Inks | | CAD981626450 |
| | Zeneca Inc | | ALD095688875 |
| | Zeneca Specialities | | TND083525634 |
| | Zeneca Specialities Inc | | |
| | Lomac Inc. | | MID006030373 |
| The Chemours Company FC, LLC (El Dupont) & Related Parties | | The Chemours Co. FC, LLC | |
| | Center | | DED064370992 |
| | El Dupont Cedar Creek | | NCD990714479 |
| | El Dupont De Nemours and Co Inc | | VAD003114832 |
| | El Dupont De Nemours And Co Stine Haskell Lab | | DED064370992 |
| | El Dupont De Nemours Co | | DED064370922 |
| | First Chemical Corporation | | MSD033417031 |
| Unilever & Related Parties | | Unilever United States, Inc. | |
| | Elizabeth Arden Co. (Unilever Resp-1989-2001) | | VAD932578619 |
| | Elizabeth Arden Inc | | VAD988174686 |
| | 2001) | | |
| | Faberge Inc. | | NCD097716625 |
| | Lever Brothers Company | | GAD981243066 |
| | Unilever (Best Foods Inc.) | | VAD003174042 |
| | Chesebrough Ponds | | NCD097716625 |
| | Chesebrough Ponds Inc | | FLTMP8902016 |
| | Chesebrough Ponds USA | | CTD061353363 |
| Union Carbide & Related Parties | | Union Carbide Corporation | |
| | Amerchol | | NJD053099974 |
| | Union Carbide Corp., Specialty Polymers | | OHD077479467 |
| | Union Carbide | | NYD072721004 |
| | Union Carbide AG Products | | NCD980600274 |
| | Union Carbide Chemicals and Plastics Company Inc | | WVD000607507 |
| | Union Carbide Chemicals and Plastics Inc | | NCTMP0001735 |
| | Union Carbide Corp | | WVD060682291 |
| | Union Carbide Corporation | | WVD004325353 |
| | Union Carbide Corporation | | NJD002444719 |
| | Union Carbide Corporation Linde Division | | NJD000632000 |
| | Union Carbide Corporation South Charlestown Plant | | WVD005005483 |
| Univar USA Inc & Related Parties | | Univar Solutions USA Inc. | |
| | Atlas Associates (Kramer Chemicals) | | NJD065825341 |
| | Prillaman Chemical Corporation | | VAD003111416 |
| Valspar Corp. & Related Parties | | The Valspar Corporation | |
| | Engineered Polymer Solutions | | CAD002277098 |

| | | | |
|---|--------------------------------|--|--------------|
| | Engineered Polymer Solutions 1 | | MDP000012161 |
| | Guardsmen Chemical Inc | | NCD053491221 |
| | The Lilly Company | | NCD003232030 |
| | Valspar Corporation | | NCD041415013 |
| | Valspar Corporation | | GAD048711972 |
| | Valspar Corporation | | NCD041415019 |
| | Valspar Refinish | | MSD008184657 |
| Wyeth Holdings Corporation. & Related Parties | | Pfizer Inc., on behalf of Wyeth LLC and Wyeth Holdings Corporation | |
| | A H Robbins Company | | VAD000820548 |
| | A H Robins Company Inc. | | VAD003110087 |
| | A H Robbins Research Div | | VAD000820662 |
| | A H Robbins Co. | | VAD000820548 |
| | American Cynamid | | ILG |
| | American Cynamid | | MOD985813484 |
| | American Cynamid | | MOP000000806 |
| | American Cynamid | | NCD003168168 |
| | American Cynamid | | NJD002173151 |
| | American Cynamid | | MJD980536593 |
| | American Cynamid | | NJT350010229 |
| | American Cyanamid Co | | NJD002173276 |
| | American Cyanamid Co | | MDD003075942 |
| | American Cyanamid Company | | CTD001173467 |
| | American Cyanamid Company | | CTD001864024 |
| | Inc.) | | NJD002349009 |
| | American Home Foods Inc | | PAD987332707 |
| | American Home Foods Inc | | PAD987338506 |
| | Ayerst Laboratories Inc | | NYD002081396 |
| | Elkins Sinn Inc. | | NJD043570316 |
| | Lederie Laboratory | | NYD054065909 |
| | Shulton Inc | | NJD002190304 |
| | Whitehall Robins | | IND005448196 |
| | Wyeth Ayerst Labs | | PAD002323541 |
| | Wyeth Laboratories | | PAD002323533 |

| | |
|--------------------------------|--|
| Total Group Members: 62 | |
|--------------------------------|--|

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 25 day of February, 2022.

WORK PARTY: AbbVie Ltd

(Abbott Pharmaceuticals PR Ltd, Abbott Chemicals, Inc., Abbott Chemical, Inc.,
Abbott Labs, Abbott Laboratories)

PRP Legal Name: AbbVie Ltd

By: Laura Brake

Name: Laura Brake

Title: Senior Counsel

PRP: Abbott Pharmaceuticals & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:

AbbVie Ltd,
[legal name of company]

a Bermuda
[state of incorporation/ organization]

Limited Corporation,
[type of organization]

located at 4th Floor, Washington House, 16 Church Street, Hamilton HM 11, Bermuda
[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|---|------------|---|--------------|
| 1 | | Abbott Pharmaceuticals PR. LTD. & Related Parties | |
| 2 | | Abbott Chemical, Inc & Abbott Chemicals, Inc. | PRD090131251 |
| 3 | | Abbott Labs | NCD900733180 |
| 4 | | Abbott Laboratories | NCD900733180 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

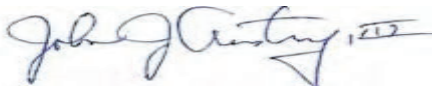
By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 3rd day of February, 2022.

WORK PARTY:

PRP Legal Name: Air Products and Chemicals, Inc.

By:  _____

Name: John J. Armstrong, III

Title: Vice President and General Counsel - Americas

PRP: Air Products & Chem & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:

Air Products and Chemicals, Inc.,

[legal name of company]

a Delaware

[state of incorporation/ organization]

Corporation,

[type of organization]

located at 1940 Air Products Blvd., Allentown, PA 18106-5500

[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|---|---------------------------------------|---|--------------|
| 1 | Air Products & Chem & Related Parties | | |
| 2 | | Air Products and Chemicals, Inc. | GAD080088396 |
| 3 | | Air Products and Chemicals, Inc. | FLD008155673 |
| 4 | | Air Products and Chemicals Valchem Polymers | SCD051014637 |
| 5 | | Air Products Incorporated | TXD990757846 |
| 6 | | Pacific Anchor Chemical Corp. | RID062310230 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 18 day of FEB, 2022.

WORK PARTY:

PRP Legal Name: Akzo Nobel Coatings Inc.

By: 

Name: BRETT WHITTEATON

Title: V.P. LEGACY

PRP: Akzo Nobel & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:

Akzo Nobel Coatings Inc.,
[legal name of company]

a Delaware
[state of incorporation/ organization]

Corporation,
[type of organization]

located at 535 Marriott Drive, Suite 500, Nashville, TN 37214
[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|----|------------------------------|-----------------------------------|--------------|
| 1 | Akzo Nobel & Related Parties | | |
| 2 | | Akzo Chemical | ALD008161176 |
| 3 | | Akzo Chemie | NJD068682624 |
| 4 | | Akzo Coatings America Inc. | MID000265207 |
| 5 | | Akzo Coatings Inc | NCD006390561 |
| 6 | | Akzo Electronic Materials Company | NCD131904344 |
| 7 | | Akzo Nobel Inks Corp | CAL000157864 |
| 8 | | Akzo Salt | PAD982706301 |
| 9 | | Chemcraft Sadolin, Inc. | NCD991278680 |
| 10 | | Reliance Univ | NCD006390561 |
| 11 | | Reliance Universal | VAD000019828 |
| 12 | | Reliance Universal | NCD053009510 |
| 13 | | Reliance Universal Inc | NCD053009510 |
| 14 | | Additive Inc. | NYD002044196 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 28th day of February, 2022.

WORK PARTY:

PRP Legal Name: Alpha Assembly Solutions, Inc., FKA Alpha Metals, Inc.

By: Richard A. Nave

Name: Richard A. Nave _____

Title: Corporate Director. EH&S _____

PRP: Alpha Metals Inc.

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above- signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:

Alpha Assembly Solutions, Inc. FKA Alpha Metals, Inc.,

[legal name of company]

a Delaware

[state of incorporation/ organization]

corporation,

[type of organization]

located at 245 Freight Street, Waterbury, CT 06702

[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|---|-------------------|--------------------------|--------------|
| 1 | Alpha Metals Inc. | | GAD980803837 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 15th day of April, 2022.

WORK PARTY:

PRP Legal Name: American Woodmark Corporation

By: 

Name: Edward Scott Regula

Title: Director of Environmental, Health, and Safety

PRP: American Woodmark Corporation

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:

American Woodmark Corporation,

[legal name of company]

a Virginia

[state of incorporation/ organization]

Corporation,

[type of organization]

located at 561 Shady Elm Road, Winchester, VA 22602

[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|---|-------------------------------|--------------------------|--------------|
| 1 | American Woodmark Corporation | | WVD003084399 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 15 day of February, 2022.

WORK PARTY:

PRP Legal Name: Arkema Inc.

By: William J. Hamel

Name: 

Title: Senior Vice President & General Counsel

PRP: Arkema Inc. & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

| WORK PARTY: <u>Arkema Inc.,</u> <small>[legal name of company]</small> a Pennsylvania Corporation, <small>[state of incorporation/ organization]</small> <small>[type of organization]</small> located at <u>900 1st Avenue, King of Prussia, PA</u> <small>[address]</small> | | | |
|--|-------------------------------|---|--------------|
| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
| 1 | Arkema Inc. & Related Parties | | |
| 2 | | Atochem North America | PAD990827578 |
| 3 | | Atochem North America | KYD006373922 |
| 4 | | Elf Atochem North America Inc | MID00536114 |
| 5 | | M and T Chemicals Inc. | KYD066373922 |
| 6 | | M and T Chemicals Inc | NJD001723147 |
| 7 | | M and T Chemicals Inc Atochem North America | KYD006373922 |
| 8 | | M and T Harshaw (Atochem North) | CAD028914950 |
| 9 | | MAT Chemicals Inc. | KYD006373922 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 7th day of March, 2022.

WORK PARTY:

PRP Legal Name: ASHLAND LLC

By: R. L. Williams

Name: Richmond L. Williams

Title: Chief Counsel Environmental Remediation and Real Estate

PRP: Ashland Inc & Related Parties

Attachment to Work Party Consent Decree Acknowledgement**List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:****WORK PARTY:****ASHLAND LLC,**

[legal name of company]

a Kentucky

[state of incorporation/ organization]

limited liability company,

[type of organization]

located at 500 Hercules Rd., Wilmington, DE 19808

[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|----|-------------------------------|--------------------------|--------------|
| 1 | Ashland Inc & Related Parties | | |
| 2 | | AMREP Incorporated | GAD051010429 |
| 3 | | Apac Georgia Inc | |
| 4 | | Ashland Chemical Co | MID980683726 |
| 5 | | Ashland Chemical Company | NCD088560032 |
| 6 | | Ashland Chemical Company | GAD041007063 |
| 7 | | Ashland Chemical Company | NCD061263315 |
| 8 | | Ashland Chemical Inc | VAD044736726 |
| 9 | | Ashland Chemical Inc | SCD980839823 |
| 10 | | Ashland Chemical Inc | NJD053518536 |
| 11 | | Ashland Chemical Inc | NCD024599011 |
| 12 | | Ashland Chemical Inc | NYD049253719 |
| 13 | | Drew Chemical Co. | NJD053518536 |
| 14 | | Welchem | TXD096618855 |
| 15 | | Hercules | NJD002521961 |
| 16 | | Hercules Inc | GAD003293016 |
| 17 | | Hercules Inc | NJD002349058 |
| 18 | | Hercules Inc | NJD002156925 |
| 19 | | Hercules inc., PFW Div. | NYD064329444 |
| 20 | | Hercules Incorporated | WV0170023691 |
| 21 | | Hercules Radford Army | VA1210020730 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 22nd day of February, 2022.

WORK PARTY:

Avon Products, Inc.

PRP Name

By: Karen E. Abravanel

Name: Karen Abravanel

Title: Assistant Corporate Secretary

PRP: Avon Products & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

| WORK PARTY: <u>Avon Products, Inc.,</u> <small>[legal name of company]</small> a <u>Delaware</u> <u>corporation,</u> <small>[state of incorporation/ organization]</small> <small>[type of organization]</small> located at <u>601 Midland Avenue, Rye, NY 10580</u> <small>[address]</small> | | | |
|--|--------------------------------|--------------------------|--------------|
| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
| 1 | Avon Products& Related Parties | | |
| 2 | | Avon Products | DED011016805 |
| 3 | | Avon Products Inc. | NYD001483494 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 1st day of February, 2022.

WORK PARTY: BASF Corporation

BASF Corporation, on its own behalf, and on behalf of the
PRP Legal Name: former Ciba Corporation and the former Cognis Corporation

By: 

Name: Catherine A. Trinkle

Title: Deputy General Counsel, Regulatory & Environmental Law and Head of Government
Affairs

PRP: BASF Corporation & Related Parties
Ciba-Geigy Corporation by Ciba Specialty Chemicals Corp. & Related Parties
Cognis Corporation & Related Parties

Attachment to Work Party Consent Decree Acknowledgement**List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:****WORK PARTY:**

BASF Corporation, on its own behalf, and on behalf of the former Ciba Corporation and the former Cognis Corporation,
[legal name of company]

a Delaware
[state of incorporation/ organization]

corporation,
[type of organization]

located at 100 Park Avenue, Florham Park, New Jersey 07932
[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|----|------------|------------------------------------|--------------|
| 1 | | BASF Corporation & Related Parties | |
| 2 | | Badische Corporation | VAD990710642 |
| 3 | | BASF Corporation | NCD049997786 |
| 4 | | BASF | NCD982124059 |
| 5 | | BASF | OHD068101435 |
| 6 | | BASF Clemson | SCD052944295 |
| 7 | | BASF Coating and Ink. | GAD047608245 |
| 8 | | BASF Corp. | SCD052944295 |
| 9 | | BASF Corp. | NJD046941530 |
| 10 | | BASF Corp. | SCD036050854 |
| 11 | | BASF Corp. | NCD990868168 |
| 12 | | BASF Corp Cenco Terminal | NCTMP0001742 |
| 13 | | BASF Corp Chemical Div | SCD077990638 |
| 14 | | BASF Corp Chemicals Division | NYD093249688 |
| 15 | | BASF Corp Hwy | TND003376100 |
| 16 | | BASF Corporation | MIE200000294 |
| 17 | | BASF Corporation | MID980896518 |
| 18 | | BASF Corporation | NJD078247905 |
| 19 | | BASF Corporation | TND982119976 |
| 20 | | BASF Corporation | OHD076796887 |
| 21 | | BASF Corporation | EXEMPT |

| | | | |
|----|---|--|--------------|
| 22 | | BASF Corporation | TND078242542 |
| 23 | | BASF Corporation Coatings and Inks Division | VAD046960456 |
| 24 | | BASF Corporation Plant 2 | TND982118093 |
| 25 | | BASF Inmont | NJD002165371 |
| 26 | | BASF Inmont | VAP000002950 |
| 27 | | BASF Structural Materials Inc. | SCD981014780 |
| 28 | | BASF Structural Materials Inc. | NCD981466691 |
| 29 | | BASF Wyandotte Corp | LAD040776809 |
| 30 | | BASF Wyandotte Corporation | NCD139687974 |
| 31 | | CCF Division of BASF Structural Material Inc | SCD981014780 |
| 32 | | Engelhard | SCR000000034 |
| 33 | | Engelhard Corporation | NJD002141489 |
| 34 | | Inmont | VAD046460456 |
| 35 | | Panocean Southland Inc. | GAD097800205 |
| 36 | Ciba-Geigy Corporation, by Ciba Specialty Chemicals Corp. & Related Parties | | |
| 37 | | Ciba-Beigy Corporation | NCD990867152 |
| 38 | | Ciba Geigy | NJD096872395 |
| 39 | | Ciba Geigy Bio Technology | NCD119191393 |
| 40 | | Ciba Geigy Corp. | NYD01328480 |
| 41 | | Cibe Geigy Corp. | MEP000008658 |
| 42 | | Cibe Geigy Corp. | RID001194323 |
| 43 | | Ciba Geigy Corporation Toms River Plant | NJD001502517 |
| 44 | | Ciba Geigy Corporation | NCD061801361 |
| 45 | | Ciba Geigy Corporation | NJD001316173 |
| 46 | | Sandoz Agro Inc | TXD067261412 |
| 47 | | Sandoz Pharmaceuticals Corporation | NJD002147023 |
| 48 | Cognis Corporation & Related Parties | | |
| 49 | | Henkel Corp | NCD062567623 |
| 50 | | Henkel Corporation | NJD002012219 |
| 51 | | Henkel Corporation | NCD990715062 |
| 52 | | Henkel Corporation | PAD002348324 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 2 day of February, 2022.

WORK PARTY:

PRP Legal Name: LANXESS Corporation

By: 

Name: Robert M. Trozanski

Title: Head of HSEQ, N.A.

PRP: Bayer Corp. & Related Parties

INTERNAL

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:**LANXESS Corporation,**

[legal name of company]

a Delaware

[state of incorporation/ organization]

Corporation,

[type of organization]

located at 111 RIDC Park West Dr., Pittsburgh, PA 15275

[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|----|-------------------------------|----------------------------|--------------|
| 1 | Bayer Corp. & Related Parties | | |
| 2 | | AGFA Division of Miles Inc | TXD981158447 |
| 3 | | AGFA Geveart (Metcomet) | NJD002171189 |
| 4 | | Bayer Corporation | SCD981027873 |
| 5 | | Bayer Corporation | SCD048373468 |
| 6 | | Chemdesign Corporation | MAD980912323 |
| 7 | | Miles Inc | NJD002148609 |
| 8 | | Miles Inc | SCD048373468 |
| 9 | | Miles Inc Southeast | SCD981027873 |
| 10 | | Mobay Corp | SCD048393680 |
| 11 | | Mobay Corp | SCD048373680 |
| 12 | | Mobay Corp | SCD048373468 |
| 13 | | Mobay Corporation | SCD079047106 |
| 14 | | Mobay Corporation | MDD003093499 |
| 15 | | Sybron Chemical | |
| 16 | | Sybron Chemicals Inc | NJD000339406 |
| 17 | | Sybron Chemicals Inc | SCD078057031 |

INTERNAL

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 7th day of February, 2022.

WORK PARTY: Bayer Cropscience & Related Parties

PRP Legal Name: Bayer Crop Science Inc

By: 

Name: MARK E. BOWERS

Title: SR. REMEDIATION MANAGER.

PRP: Bayer Cropscience & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:

Bayer Crop Science Inc.,

[legal name of company]

a New York

[state of incorporation/ organization]

Corporation,

[type of organization]

located at 800 N. Lindbergh Blvd., St. Louis, MO 63167

[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|----|-------------------------------------|----------------------------------|---------------|
| 1 | Bayer Cropscience & Related Parties | | |
| 2 | | A and I Warehouse Inc. | TNTMP0001080 |
| 3 | | Reystone Powdered Metal | NCD980839365 |
| 4 | | Rhone Poluenc Inc. | GAD030035356 |
| 5 | | Rhone Poluenc | NJD981186976 |
| 6 | | Rhone Poluenc | SC0000099614 |
| 7 | | Rhone Poluenc | NCD986182582 |
| 8 | | Rhone Poulence AG Co | NCD9860600274 |
| 9 | | Rhone Poulenc AG Company | WVD005005509 |
| 10 | | Rhone Poluenc AG Inc. | FLD004072229 |
| 11 | | Rhone Poulenc Basic Chemicals Co | LAD008161234 |
| 12 | | Rhone Poluenc C | NCD986182582 |
| 13 | | Rhone Poluenc Inc. | NJD982537185 |
| 14 | | Rhone Poluenc Inc. | NJT350011698 |
| 15 | | Rhone Poluenc Inc. | GAD003268885 |
| 16 | | Rhone Poluenc Inc. | GAD030035356 |
| 17 | | Rhone Poluenc Inc. | GAD030035360 |
| 18 | | Rhone Poluenc Inc | NJD000284448 |
| 19 | | Rhone Poluenc Inc. | PAD053061578 |
| 20 | | Rhone Poluenc Inc. | NJD089206932 |
| 21 | | Rhone Poluenc Marschall Products | WID988610283 |
| 22 | | Rhone Poluenc PR and C Division | GAD003268885 |

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|----|--|--|---------------|
| 23 | | Rhone Poluenc Rorer Puerto Rico | PRD091101543 |
| 24 | | Rhone Prulenc Inc. | NJD002184448 |
| 25 | | Stauffer Chemical | NYD056301104 |
| 26 | | Stauffer Chemical Company | DED980551667 |
| 27 | | Stauffer Chemical Company | PAD002336410 |
| 28 | | Union Carbide Rhone Poulenc AG Company | GAD030035356 |
| 29 | | Union Carbide Corp | NCD0980600274 |
| 30 | | Cooper Biomedical, Inc. | NJD000228619 |
| 31 | | Wilmington Chemical Corporation (Rhone Poulence) | DED002341287 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 15th day of February, 2022.

WORK PARTY:

PRP Legal Name: Goodrich Corporation

By: 

Name: Christoph Feddersen

Title: Vice President & General Counsel

PRP: B F Goodrich & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:**Goodrich Corporation,**

[legal name of company]

a New York

[state of incorporation/ organization]

Corporation,

[type of organization]

located at 2730 West Tyvola Road, Charlotte, NC 28217

[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|----|--------------------------------|---------------------------------|--------------|
| 1 | B F Goodrich & Related Parties | | |
| 2 | | BF Goodrich | PAD021052329 |
| 3 | | BF Goodrich Aerospace | NCD982127680 |
| 4 | | BF Goodrich | TXD070133319 |
| 5 | | BF Goodrich Flight Systems Inc. | OHD987044617 |
| 6 | | BF Goodrich Textile Chemicals | NCD003168168 |
| 7 | | BF Goodrich | NCD986182582 |
| 8 | | Kalama Spec Chem Inc | 94995503 |
| 9 | | Freedom Textile Chemical | NCD003168168 |
| 10 | | Hilton DavisCo. | OHD004240313 |
| 11 | | Rohr Aero Services | ALD980841578 |
| 12 | | Walbar Inc. Greenwood Facility | SC0000029843 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 10th day of March, 2022.

WORK PARTY:**For BP Amoco and Related Parties:**

PRP Name: BP Products North America Inc. and BP Amoco Chemical Company (now known as INEOS US Chemicals Company)

By: Joseph P. Seratchi

Name: Joseph P. Seratchi

Title: Vice President

PRP Name: Atlantic Richfield Company

By: Patricia Gallery

Name: Patricia Gallery

Title: President

WORK PARTY:

BP Amoco Chemical Co.,
 [legal name of company]

a Delaware
 [state of incorporation/ organization]

Corporation,
 [type of organization]

located at 201 Helios Way, Houston, TX 77079
 [address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|----|----------------------------|---|---------------|
| 1 | BP Amoco & Related Parties | | |
| 2 | | BP Amoco Chemical Co. (Amoco Chemical Co.) | ALD002985554 |
| 3 | | BP Amoco Chemical Co. (Amoco Chemicals ALS PBG) | GAD1075255503 |
| 4 | | BP Amoco Chemical Co. (Amoco Chemicals Cooper River Div.) | SCD084773909 |
| 5 | | BP Amoco Chemical Co. (Amoco Fabrics and Fibers Company) | GAD990854036 |
| 6 | | BP Amoco Chemical Co. (Amoco Fabrics Fibers Corp.) | SCD041387101 |
| 7 | | BP Products North America Inc. (Amoco Oil Company) | MDD000607788 |
| 8 | | BP Products North America Inc. (Amoco Oil Company) | NCD000826909 |
| 9 | | BP Products North America Inc. (Amoco Oil Company) | VAD040556565 |
| 10 | | BP Products North America Inc. (Amoco Oil Company) | GAD003292877 |
| 11 | | BP Products North America Inc. (Amoco Oil Company) | FLT009102625 |
| 12 | | BP Products North America Inc. (Amoco Oil Company (Citgo)) | VAD000621045 |
| 13 | | BP Products North America Inc. (Amoco Oil Yorktown Refinery) | VAD050990357 |
| 14 | | BP Products North America Inc. (Amoco Performance Product Inc) | GAD107525503 |
| 15 | | BP Products North America Inc. (Amoco Performance Products Inc) | GAD981270572 |
| 16 | | BP Products North America Inc. (Amoco Performance Products Inc) | SCD003361714 |
| 17 | | BP Products North America Inc. (Amoco Performance Products Inc) | ILG |

| | | | |
|----|--|---|--------------|
| 18 | | BP Products North America Inc. (Amoco Performance Products Inc) | OHD981829688 |
| 19 | | BP Products North America Inc. (Amoco Polymers BG) | GAD107525503 |
| 20 | | BP Products North America Inc. (Amoco Polymers Inc) | GAD981270572 |
| 21 | | BP Products North America Inc. (BP America) | MID985617471 |
| 22 | | BP Products North America Inc. (BP Oil) | SCD030104871 |
| 23 | | BP Products North America Inc. (Carborundum Company) | NYD981138647 |
| 24 | | | |
| 25 | | | |
| 26 | | | |

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:**Atlantic Richfield Company,**

[legal name of company]

a Delaware

[state of incorporation/ organization]

Corporation,

[type of organization]

located at 201 Helios Way, Houston, TX 77079

[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|----|------------|--|--------------|
| 1 | | Atlantic Richfield Company & Related Parties | |
| 2 | | Atlantic Richfield Company (Arco Chemical Co) | PAD046538211 |
| 3 | | Atlantic Richfield Company (Arco Chemical Company) | SCD044442333 |
| 4 | | Atlantic Richfield Company (Arco Chemical Company Beaver Valley Plant) | PAD068730225 |
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WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 3 day of Feb, 2022.

WORK PARTY:

PRP Legal Name: Carolina Solvents, Inc.

By: 

Name: Dean Young

Title: President

PRP: Carolina Solvents

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

| | | | |
|--|----------------------------|--|----------------|
| WORK PARTY: | | | |
| <u>Carolina Solvents, Inc.,</u> [legal name of company] | | | |
| <u>a North Carolina</u> [state of incorporation/ organization] | | <u>corporation,</u> [type of organization] | |
| located at <u>2274 1st St SE, Hickory, NC 28602</u> [address] | | | |
| # | PAREN T PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
| 1 | Carolina Solvents | | NCD047285598 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 15 day of February, 2022.

WORK PARTY:

PRP Legal Name: Viacom CBS Inc.

By: 

Name: Eric J. Sobczyk

Title: EVP Associate General Counsel

PRP: CBS Records & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:

Viacom CBS Inc.,
[legal name of company]

a Delaware
[state of incorporation/ organization]

Corporation,
[type of organization]

located at 1515 Broadway, New York, NY 10036
[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|----|------------|-------------------------------------|--------------|
| 1 | | CBS Records & Related Parties | |
| 2 | | CBS / MTM Studies | CAD981686215 |
| 3 | | CBS Records | CTD099752206 |
| 4 | | CBS Records | GAD980515407 |
| 5 | | CBS Records Inc | GAD980515241 |
| 6 | | Columbia Magnetics | CTD050628148 |
| 7 | | Westinghouse Electric | ALD038261632 |
| 8 | | Westinghouse Electric Co | NCD003195963 |
| 9 | | Westinghouse Electric Corp | NCD000772368 |
| 10 | | Westinghouse Electric Corp | PAD990754913 |
| 11 | | Westinghouse Electric Corp | SCD00351184 |
| 12 | | Westinghouse Electric Corp | SCD003351814 |
| 13 | | Westinghouse Electric Corp PGSD CTF | GAD981223050 |
| 14 | | Westinghouse Electric Corporation | SCD003351814 |
| 15 | | Westinghouse Electric Corporation | SCD099881245 |
| 16 | | Westinghouse Fortin | SCD980602239 |
| 17 | | Westinghouse Remediation Services | NJD986645539 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 14th day of February, 2022.

WORK PARTY:

PRP Legal Name: Chemical Waste Management, Inc.

By: _____

Name: Steven D. Richtel

Title: Area Director, ELMG

PRP: Chemical Waste Management, Inc. & Related Parties

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 23rd day of February, 2022.

WORK PARTY:

Chevron Environmental Management Company for itself and as Attorney-In-Fact for
Texaco Inc. and its affiliates.

PRP Name

By:  _____
5093F566A32543B...

Name: Harpreet K. Tiwana

Title: Assistant Secretary

Attachment to Work Party Consent Decree Acknowledgement**List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:****WORK PARTY:**

**Chevron Environmental Management Company for itself and as Attorney-In-Fact for
Texaco, Inc. and its affiliates,**

[legal name of company]

a California

[state of incorporation/ organization]

corporation,

[type of organization]

located at 6001 Bollinger Canyon Road, San Ramon, CA 94583

[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|----|------------|---|--------------|
| 1 | | Chevron Environmental & Related Parties | |
| 2 | | Chevron USA Products Company | SCD030104871 |
| 3 | | GULF BP | SCD030104871 |
| 4 | | Star Enterprise | FLTMP9002325 |
| 5 | | Star Enterprise | TND052000155 |
| 6 | | Texaco Inc | PAP000002086 |
| 7 | | Texaco Inc | ALD046864591 |
| 8 | | Texaco Lubricants Company | CAD041678137 |
| 9 | | Texaco Oil | SCD000420315 |
| 10 | | Texaco Puerto Rico Inc | PRD980594683 |
| 11 | | Texaco Refinining and Marketing | NJD067505958 |
| 12 | | Texaco Refinining and Marketing Inc | MSD991277401 |
| 13 | | Texaco Refinining and Marketing Inc | FLD088638801 |
| 14 | | Texaco Refinining and Marketing Inc | ALD000652974 |
| 15 | | Texaco South | PAD000765933 |
| 16 | | Texaco Trmi | VAD000765941 |
| 17 | | Texaco Unico | NJD986893063 |
| 18 | | Texaco Unico | NYD982793028 |
| 19 | | Texaco Unico | NYD982792921 |
| 20 | | Texaco Unico | NJD982792913 |
| 21 | | Texaco Unico | NYD982793010 |

| | | | |
|----|--|---------------------------------|--------------|
| 22 | | Texaco Unico | NYD982793101 |
| 23 | | Texaco Unico | NYD982793093 |
| 24 | | Texaco Unico | NYD982793077 |
| 25 | | Texaco Unico | NYD982793069 |
| 26 | | Texaco Unico | NYD982793051 |
| 27 | | Texaco Unico | NYD982793044 |
| 28 | | Texaco Unico | NJD982791527 |
| 29 | | Texaco Unico | NYD982793036 |
| 30 | | Texaco Unico | NJD982792996 |
| 31 | | Texaco Unico | NYD982792947 |
| 32 | | Texaco Unico | NYD982792939 |
| 33 | | Texaco Unico | NYD982792855 |
| 34 | | Texaco Unico | NYD982792848 |
| 35 | | Texaco Unico | NYD167400944 |
| 36 | | Texaco Unico | NYD082292263 |
| 37 | | Union Chemicals Div | NCD990733537 |
| 38 | | Union Chemicals Div | NCD062552989 |
| 39 | | Union Oil Company of California | |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 10th day of February, 2022.

WORK PARTY:

PRP Legal Name: Clariant Corporation

A handwritten signature in blue ink, appearing to read "A. Wood", with a stylized flourish at the end.

Name: Scott A. Wood

Title: VP & Secretary

PRP: Clariant & Related Parties

Attachment to Work Party Consent Decree Acknowledgement**List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:****WORK PARTY:****Clariant Corporation,**

[legal name of company]

a New York

[state of incorporation/ organization]

Corporation,

[type of organization]

located at 500 E. Morehead St., Suite 400, Charlotte, NC 28202

[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|----|----------------------------|---|--------------|
| 1 | Clariant & Related Parties | | |
| 2 | | Fairfield Division (Formerly MTM Fairfield) | SCD058751520 |
| 3 | | Hardwick Chemical Company | SCD042627448 |
| 4 | | Hardwick Chemical Company | |
| 5 | | Hodgson Chemicals Inc | SCD062559331 |
| 6 | | MTM Chemicals Inc | SCD06255331 |
| 7 | | MTM Fairfield Chemical Co | SCD058751520 |
| 8 | | MTM Hardwicke Incorporated | SCD042627448 |
| 9 | | NIPA Hardwicke Inc Hodgson | SCD062559331 |
| 10 | | Sandoz Chemical Corp | NCD001810365 |
| 11 | | Sandoz Chemicals | NCD108706425 |
| 12 | | Sandoz Chemicals Corp | NJD001213453 |
| 13 | | Sandoz Chemicals Corporation | NCD982080459 |
| 14 | | Sandoz Chemicals Corporation | ILG |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 10th day of MARCH, 2022.

WORK PARTY: Clean Earth and Related Parties

PRP Legal Name: Clean Earth of North Jersey, Inc.

By: Averil B Rance

Name: AVERIL B RANCE

Title: SEVP EH+S

PRP: Clean Earth & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:

Clean Earth of North Jersey, Inc.,
[legal name of company]

a New Jersey Corporation,
[state of incorporation/ organization] [type of organization]

located at 105 Jacobus Avenue, Kearny, NJ 07032
[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|---|-------------------------------|--------------------------|--------------|
| 1 | Clean Earth & Related Parties | | |
| 2 | | S and W Waste Inc | NJD991291105 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

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The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 10th day of February, 2022.

WORK PARTY:

PRP Legal Name: Clean Harbors Environmental Services, Inc.

By: 

Name: Michael McDonald

Title: Assistant Secretary

PRP: Clean Harbors & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:

Clean Harbors Environmental Services, Inc.,
[legal name of company]

a Massachusetts
[state of incorporation/ organization]

Corporation,
[type of organization]

located at 42 Longwater Drive, Norwell, MA 02061
[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|----|---------------------------------|--|--------------|
| 1 | Clean Harbors & Related Parties | | |
| 2 | | Clean Harbors of Baltimore Inc. | ILD000608471 |
| 3 | | Clean Harbors of Baltimore Inc. | MDD980555189 |
| 4 | | Clean Harbors of Braintree Inc | MAD053452637 |
| 5 | | Clean Harbors of Connecticut Inc | CTD000604488 |
| 6 | | Clean Harbors of Kingston Inc. | MAP000042070 |
| 7 | | Clean Harbors of Natick Inc. | MAD9805203 |
| 8 | | Clean Harbors Services Inc | ILD000608471 |
| 9 | | Ensco Inc. | ARD069748192 |
| 10 | | Spring Grove Resource Recovery Inc | OHD000816629 |
| 11 | | Safety Kleen Corp | OHD980587364 |
| 12 | | Safety Kleen Corp | KYD053348108 |
| 13 | | Safety Kleen Corp | SCD077995488 |
| 14 | | Safety Kleen Envirosystems Co of PR Inc | PRD090399718 |
| 15 | | Solvents Recovery Service of New Jersey Inc. | NJD002182897 |
| 16 | | Chemclear of Baltimore | MDC980555189 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

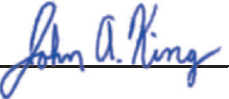
By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 25th day of February, 2022.

WORK PARTY:

PRP Legal Name: CNA Holdings LLC

By: 

Name: John A. King

Title: Assistant Secretary

PRP: CNA Holdings, Inc. & Related Parties

Attachment to Work Party Consent Decree Acknowledgement**List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:****WORK PARTY:****CNA Holdings LLC,**

[legal name of company]

a Delaware

[state of incorporation/ organization]

Limited Liability Company,

[type of organization]

located at 222 W Las Colinas Blvd. Ste 900N Irving, TX 75039

[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|----|------------|---|------------------|
| 1 | | CNA Holdings, Inc. & Related Parties | |
| 2 | | American Hoechst Corp. | NJD 000603365 |
| 3 | | American Hoechst Corporation | SCD097631691 |
| 4 | | Celanese Fiber Company | NCD000608117 |
| 5 | | Celanese Fibers Inc | NCD003446721 |
| 6 | | Celanese Fibers Operations | SCD069313781 |
| 7 | | Celanese Fibers Operations | SCD041387754 |
| 8 | | Hoechst Celanese | SCD056811367 |
| 9 | | Hoechst Celanese | NCD041043811 |
| 10 | | Hoechst Celanese (f/k/a Celanese Acetate, LLC) | SCD003159928 |
| 11 | | Hoechst Celanese Corp | NCD000608117 |
| 12 | | Hoechst Celanese Corp | SCD041387754 |
| 13 | | Hoechst Celanese Corp | Hoechst Celanese |
| 14 | | Hoechst Celanese Corp (Separations Products Division) | NCD981861396 |
| 15 | | Hoechst Celanese Corp Sou Tex Works | NCD085074821 |
| 16 | | Hoechst Celanese Corporation | SCD097631691 |
| 17 | | Hoechst Celanese Corporation | NJD000603365 |
| 18 | | Hoechst Celanese RL Mitchell Technical Center | NJD062026281 |
| 19 | | Hoechst Celanese Separations | NCD981861996 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 23rd day of February, 2022.

WORK PARTY:

PRP Legal Name: Colgate-Palmolive Co.

By: 

Name: PRASHANT JAYACHANDRAN

Title: CHIEF SUPPLY CHAIN COUNSEL

PRP: Colgate-Palmolive Company & Related Parties

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

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The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 14th day of February 2022.

WORK PARTY:

PRP Legal Name: United Airlines, Inc.

By: 

Name: VANIA M. WIT

Title: VP & DEPUTY GENERAL COUNSEL

PRP: United Airlines & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:**WestRock MWV, LLC,**

[legal name of company]

a Delaware

[state of incorporation/ organization]

Limited Liability Company,

[type of organization]

located at 1000 Abernathy Rd., Atlanta, GA 30328

[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|---|------------|----------------------------------|--------------|
| 1 | WestRock | (Westvaco) & Related Parties | |
| 2 | | Mead Packaging | CAD047781463 |
| 3 | | Mead Research | OHD046428363 |
| 4 | | Westvaco Corp | DED002337340 |
| 5 | | Westvaco Corporation | SCD003358322 |
| 6 | | Westvaco Corporation | TND030686430 |
| 7 | | Westvaco CPD | VAD003112414 |
| 8 | | Westvaco Folding Carton Division | VAD000798702 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 7th day of March, 2022.

WORK PARTY:

PRP Legal Name: Cosan Chemical Company Inc.

By: 

Name: Samantha Hanley

Title: Vice President

PRP: Cosan Chemical Company Inc.

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:

Cosan Chemical Corporation,

[legal name of company]

a New Jersey

[state of incorporation/ organization]

Corporation,

[type of organization]

located at One Meadowlands Plaza, East Rutherford, NJ 07073

[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|---|-----------------------------|--------------------------|--------------|
| 1 | Cosan Chemical Company Inc. | | NJD064332273 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree. The undersigned's subsidiaries, divisions, sister-companies and other affiliates/former affiliates (it's "Affiliates") that are PRPs are identified on the attachment to this Work Party Consent Decree Acknowledgement.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party.

Dated this 25 day of February 2022.

WORK PARTY:

PRP Legal Name: Dow Silicones Corporation (fka / Dow Corning Corporation)

By: 

Name: JONATHAN P. WENDT

Title: Secretary

PRP: Dow Silicones Corporation (fka / Dow Corning Corporation)

Attachment to Work Party Consent Decree Acknowledgement**List of Affiliates:****WORK PARTY:**

Dow Silicones Corporation,
[legal name of company]

a Michigan
[state of incorporation/ organization]

Corporation,
[type of organization]

located at 220 West Salzburg Road, Midland, MI 48686-0994
[address]

| # | PRP NAME(S) ON MANIFESTS | EPA ID# |
|---|---------------------------------------|--------------|
| 1 | Dow Corning | NYD001391200 |
| 2 | Dow Corning | KYD980501191 |
| 3 | Dow Corning Corp | KYD042943985 |
| 4 | Dow Corning Corporation | NCD003221546 |
| 5 | Dow Corning Corporation Midland Plant | MID000809632 |
| 6 | Perennator North America Inc. | SCD094355542 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 22ND day of February, 2022.

WORK PARTY:

PRP Legal Name: Eastman Chemical Company

By: Edwin Williamson

Name: Edwin Williamson

Title: Vice President and Assistant General Counsel

PRP: Eastman Chemical Co. & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:

Eastman Chemical Company,
[legal name of company]

a Delaware
[state of incorporation/ organization]

Corporation,
[type of organization]

located at 200 S. Wilcox Drive, Kingsport, Tennessee 37662
[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|----|--|--|------------------|
| 1 | Eastman Chemical Co. & Related Parties | | |
| 2 | | Abco Industries Inc | SCD003360393 |
| 3 | | Abco Industries Inc | SCD003360393 |
| 4 | | Arkansas Eastman Chemical | ARD089234884 |
| 5 | | Carolina Eastman Company | SCD041387762 |
| 6 | | Eastman Chemical Co. Carolina Eastman Division | SCD041387762 |
| 7 | | McWhorter Technologies | McWhorter Techno |
| 8 | | McWhorter Tech | SCD981479710 |
| 9 | | McWhorter Technologies | SCR000005603 |
| 10 | | McWorter Technologies | SCR000005553 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 2nd day of March, 2022.

WORK PARTY:

PRP Legal Name: Ecoflo, Inc.

By: 

Name: John B. Nickerson

Title: Vice President

PRP: Ecoflo, Inc. & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:**Ecoflo, Inc.,**

[legal name of company]

a Maryland

[state of incorporation/ organization]

Corporation,

[type of organization]

located at 2750 Patterson St., Greensboro, NC 27407

[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|---|-------------------------------|--------------------------|--------------|
| 1 | Ecoflo, Inc & Related Parties | | |
| 2 | | Ecoflo Inc | NCD981023492 |
| 3 | | Ecoflo Inc | NCD980421321 |
| 4 | | Ecoflo Inc | MDD007972730 |
| 5 | | Ecoflo Inc | NCD980842132 |
| 6 | | Ecoflo Inc | NCD980842132 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 15th day of March, 2022.

WORK PARTY:

PRP Legal Name: General Dynamics Corporation

By: 

Name: Gregory S. Gallopoulos

Title: Senior Vice President, General Counsel & Secretary

PRP: General Dynamics & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:

General Dynamics Corporation,
[legal name of company]

a Delaware
[state of incorporation/ organization]

Corporation,
[type of organization]

located at 11011 Sunset Hills Road, Reston, VA 20190
[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|----|------------|---|--------------|
| 1 | | General Dynamics & Related Parties | |
| 2 | | General Dynamics | SCD982102998 |
| 3 | | General Dynamics | TX7572024605 |
| 4 | | General Dynamics COC Plant | MID982220246 |
| 5 | | General Dynamics Electric Boat Division | CTD018668269 |
| 6 | | General Dynamics Electric Boat Division | CTD001147842 |
| 7 | | General Dynamics Land Systems Division | MI5210022781 |
| 8 | | General Dynamics Land Systems Division Sterling Plant | MID053333779 |
| 9 | | General Dynamics Land Systems Division Troy Tech Center | MID985567718 |
| 10 | | General Dynamics Troy Tec Plant | MIG000006527 |
| 11 | | General Pynamicland Systems | OH7210020510 |
| 12 | | Gulfstream Aerospace Corporation | GAD061022216 |
| 13 | | Metro Machine of PA Inc | PAD987388329 |
| 14 | | Metro Machine Corp(Mid Atlantic Facility) | VAD063424857 |
| 15 | | Metro Machine Corp. (For Mid Atlantic Steel and Boat Works) | VAD063424857 |
| 16 | | Metro Machine Corporation | VAD990800138 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 28th day of February 2022.

WORK PARTY:

PRP Legal Name: General Electric Company

By:  _____

Name: Lance Hauer

Title: Legacy Site Team Leader

PRP: General Electric & Related Parties

Attachment to Work Party Consent Decree Acknowledgement**List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:**

| WORK PARTY: | | | |
|---|------------------------------------|--|---------------|
| <p style="text-align: center;"><u>General Electric Company,</u> [legal name of company]</p> <p style="text-align: center;">a <u>New York</u> <u>Corporation,</u> [state of incorporation/ organization] [type of organization]</p> <p style="text-align: center;">located at <u>1 River Road, Schenectady, NY 12345</u> [address]</p> | | | |
| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
| 1 | General Electric & Related Parties | | |
| 2 | | Caribe GE Products Arroyo Plant | PRD981489511 |
| 3 | | Caribe GE Products Inc | PRD090492109 |
| 4 | | Caribe GE Products Manuabo Plant | PRD000831586 |
| 5 | | Caribe General Electric Products | PRD090031410 |
| 6 | | GE Betz (Betz Laboratories Inc.) | GAD057281 156 |
| 7 | | GE Government Serv | OHD987042389 |
| 8 | | GE Plastics | ALD981026677 |
| 9 | | GE Plastics | WVD088911854 |
| 10 | | GE Plastics | IND006376362 |
| 11 | | GE Power Protection | PRD987370939 |
| 12 | | GE Railcar Repair Services Corporation | MDD078288354 |
| 13 | | GE/ Astro Space Division | NJD001643840 |
| 14 | | General Electric | GAD984303032 |
| 15 | | GE Company | SCD049126097 |
| 16 | | General Electric | NCD081322117 |
| 17 | | General Electric | TXD064114242 |
| 18 | | General Electric | SCD049126093 |
| 19 | | General Electric | NCD057037194 |
| 20 | | General Electric Company CICO | NCD980559660 |
| 21 | | General Electric Corp | VAD009708603 |
| 22 | | General Electric (Cincinnati Air) | OH000817312 |

| | | | |
|----|--|--|--------------|
| 23 | | General Electric Ceramics Inc | TND991279472 |
| 24 | | General Electric Co | VAD003132545 |
| 25 | | General Electric Co | NYD066832023 |
| 26 | | General Electric Co | NCD050409150 |
| 27 | | General Electric Co | CTD000842500 |
| 28 | | General Electric Co | SCD067002147 |
| 29 | | General Electric Co | MAD002084093 |
| 30 | | General Electric Co CR and D | NYD071094197 |
| 31 | | General Electric Company | PAD005033055 |
| 32 | | General Electric Company | FLD086246378 |
| 33 | | General Electric Company | NCD003237948 |
| 34 | | General Electric Company | SCD089126097 |
| 35 | | General Electric Company | PAD060682622 |
| 36 | | General Electric Company | NYD982741092 |
| 37 | | General Electric Company | OHD071641054 |
| 38 | | General Electric Company | VAD070360219 |
| 39 | | General Electric Company | ALD000645416 |
| 40 | | General Electric Engine Rep Support Operations | OHD986982460 |
| 41 | | General Electric Euclid Specialty Coatings | OHD048432975 |
| 42 | | General Electric Silicones | NYD986996791 |
| 43 | | Parallel Design | AZ0000861179 |
| 44 | | Sterling Organics | NYD083626077 |
| 45 | | Sterling Pharmaceutical | PRD991291949 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 7th day of February 2022.

WORK PARTY:

PRP Legal Name: Giant Cement Holding Inc.

By: 

Name: Stephen P. Holt

Title: Vice President, E,H&S

PRP: Giant Cement Holding Inc. & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:

Giant Cement Holding Inc.,

[legal name of company]

a Delaware

[state of incorporation/ organization]

Corporation,

[type of organization]

located at 654 Judge Street, Harleyville, SC 29448

[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|---|------------|---|--------------|
| 1 | | Giant Cement Holding Inc. & Related Parties | |
| 2 | | Giant Cement Co. | SCD003351699 |
| 3 | | Keystone Cement | PAD002389559 |
| 4 | | M and M Chemical Co | ALD070513767 |
| 5 | | Southeastern Chemical & Solvent Co., Inc. | SCD036275626 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 8 day of FEB, 2022.

WORK PARTY:

PRP Legal Name: GlaxoSmithKline LLC

By: _____

Name: _____

Justin T. Huang
Secretary

Title: _____

PRP: Glaxo Smithkline (GSK) & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:**Glaxo SmithKline LLC,**

[legal name of company]

a Delaware

[state of incorporation/ organization]

Limited Liability Company,

[type of organization]

located at Five Crescent Drive, Philadelphia, PA 19112

[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|----|------------|--|--------------|
| 1 | | Glaxo Smithkline (GSK) & Related Parties | |
| 2 | | Beecham Laboratories | NJD042896738 |
| 3 | | Borrough Wellcome | NCD052547635 |
| 4 | | Burroughs Wellcome Company | NCD047373766 |
| 5 | | Glaxo Inc | NCD101740215 |
| 6 | | Glaxo Inc | NCD065655599 |
| 7 | | Glaxo Inc (Imperial Center) | NCD981920762 |
| 8 | | Glaxo Inc Imperial Center Exchange Place | NCD065655599 |
| 9 | | Smithkline and French | PAD002285920 |
| 10 | | Smithkline and French | PAD002286920 |
| 11 | | Smithkline Beecham Pharmaceuticals | PRD090023250 |
| 12 | | Smith Kline Chemical | PAD986550412 |
| 13 | | Smith Kline Chemical | PAD980550412 |
| 14 | | Smith Kline Consumer Products | PAD981108384 |
| 15 | | Smith Kline Consumer Products | PAD981108389 |
| 16 | | Smithkline Beecham | PAD980551964 |
| 17 | | Smithkline Beecham | NY0000978916 |
| 18 | | Smithkline Beecham | PAD980551864 |
| 19 | | Smithkline Beecham | PAD930551964 |
| 20 | | Smithkline Beecham | NYD987040847 |
| 21 | | Smithkline Beecham | NY0000978908 |
| 22 | | Smithkline Beecham CHLP | SCD091328625 |
| 23 | | Smithkline Beecham Pharmaceuticals | NJD04289638 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 4th day of February, 2022.

WORK PARTY:

PRP Legal Name: Honeywell International, Inc.

By: 
3742A97B2C4040D...

Name: Benny Dehghi

Title: Global Remediation Director
Health, Safety, Environment & Remediation

PRP: Honeywell & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above- signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:**Honeywell International, Inc.,**

[legal name of company]

a Delaware

[state of incorporation/ organization]

C- Corporation,

[type of organization]

located at 300 South Tryon Street Charlotte, NC 28202

[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|----|-----------------------------|--|--------------|
| 1 | Honeywell & Related Parties | | |
| 2 | | AlliedSignal Oak Mitsui | SCD987579943 |
| 3 | | Allied Amphenol Products BCO | SCD058183138 |
| 4 | | Allied Bendix H V S | NCD083673590 |
| 5 | | Allied Bendix H V S | MDD048581763 |
| 6 | | Allied Corporation | VAD065385296 |
| 7 | | Allied Corporation | VAD023690183 |
| 8 | | Allied Corporation | SCD003361987 |
| 9 | | Allied Corporation | NCD062559729 |
| 10 | | Allied Corporation | NJD048794986 |
| 11 | | Allied Fibers | SCD003361987 |
| 12 | | Allied Fibers and Plastics Company | VAD065385296 |
| 13 | | Allied Signal | VAD042198119 |
| 14 | | Allied Signal Aerospace Company Electric Power Div | SCD131462129 |
| 15 | | Allied Signal Auto | CAP000035188 |
| 16 | | Allied Signal Autolite Division | SCD982103178 |
| 17 | | Allied Signal Controls & Accessories | IND005461165 |
| 18 | | Allied Signal Inc | NCD053488409 |
| 19 | | Allied Signal Inc | PAD981739758 |
| 20 | | Allied Signal Incorporated | NJD48794986 |
| 21 | | Allied Signal Laminate Systems | SCD980602239 |
| 22 | | Allied Technologies Company | NCD062559729 |
| 23 | | Bendix | MDD003092723 |
| 24 | | Bendix Communications Division | MDD48581763 |
| 25 | | Electromagnetic Sciences Inc. | GAD081282157 |
| 26 | | Honeywell Inc. | PAD002386761 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 16 day of FEB, 2022.

WORK PARTY:

PRP Legal Name: ICI Americas Inc.

By: [Signature]

Name: BRETT WHITTETON

Title: V.P. LEGACY

PRP: ICI America & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:

ICI Americas Inc.,
[legal name of company]

a Delaware
[state of incorporation/ organization]

Corporation,
[type of organization]

located at 535 Marriott Drive, Suite 500, Nashville, TN 37214
[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|----|-------------------------------|-----------------------------------|--------------|
| 1 | ICI America & Related Parties | | |
| 2 | | ICI Americas | VAD000019273 |
| 3 | | ICI Americas | NCD990714479 |
| 4 | | ICI Americas Aerospace Division | PAD002342012 |
| 5 | | ICI Americas Inc | VAD000419273 |
| 6 | | ICI Americas Inc | NCD067199851 |
| 7 | | ICI Americas Inc | MAD051505477 |
| 8 | | ICI Americas Inc | DED002342020 |
| 9 | | ICI Americas Inc | NCD990714479 |
| 10 | | ICI Pharmaceuticals, Inc. | PRD981874746 |
| 11 | | ICI Specialty Chemicals | NCD053010724 |
| 12 | | 101 Americas Inc. (For ICI Pearl) | NJD000692970 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Parties each wish to join as a Party to that certain Settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall each be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

[REMAINDER OF PAGE LEFT BLANK]

The signatories below are authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 15th day of February, 2022.

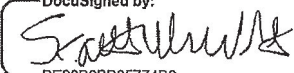
As a result of a complex series of transactions, Gabriel Phenoxies, Inc. and InChem Rock Hill, LLC each sign on behalf of the former InChem Corp. as Work Parties. Both companies shall each be considered a Work Party under the Consent Decree.

WORK PARTY:


InChem Corp.

PRP Name:

Huntsman Advanced Materials Americas LLC as Successor-in-Interest to **Gabriel Phenoxies, Inc.**, formerly known as InChem Corp., a North Carolina corporation

DocuSigned by:

By: BE28B9BB0577486...
Name: Scott Jason Wright
Title: Division President, Advanced Materials

InChem Rock Hill, LLC, a North Carolina limited liability company


By: _____
Name: STEPHEN CROWN SHAW
Title: PRESIDENT

PRP: InChem Corp.

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Parties executes this Work Party Consent Decree Acknowledgement:

WORK PARTIES:

GABRIEL PHENOXIES, INC.,
[legal name of company]

a **NORTH CAROLINA** **CORPORATION,**
[state of incorporation/ organization] [type of organization]

located at **388 South Main Street, Suite 320, Akron, OH 44311-1044**
[address]

AND

INCHEM ROCK HILL, LLC,
[legal name of company]

a **NORTH CAROLINA** **LIMITED LIABILITY COMPANY,**
[state of incorporation/ organization] [type of organization]

located at **800 Celriver Road, Rock Hill, SC 29730**
[address]

| # | PRP NAME(S) ON MANIFESTS | EPA ID# |
|---|--|--------------|
| 1 | INCHEM CORP. (ALSO WRITTEN IN-CHEM CORPORATION, INCHEM CORPORATION, IN CHEM CORPORATION AND INCHEM INC.) | SCD981014780 |
| | | |
| | | |
| | | |
| | | |
| | | |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.


By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 28th day of February, 2022.

WORK PARTY:

PRP Legal Name: Ingersoll Rand Inc.

By:  _____

Name: Andrew R. Schiesl

Title: Sr. Vice President, General Counsel, CCO & Secretary

PRP: Ingersoll-Rand & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:

Ingersoll Rand Inc.,
[legal name of company]

a Delaware
[state of incorporation/ organization]

Corporation,
[type of organization]

located at 800-A Beaty Street, Davidson, NC 28036
[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|---|----------------------------------|--------------------------|--------------|
| 1 | Ingersoll-Rand & Related Parties | | |
| 2 | | Ingersoll-Rand Co. | NCD081425092 |
| 3 | | Ingersoll-Rand Company | NCD041414772 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

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The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 24th day of March, 2022.

WORK PARTY:

PRP Legal Name: International Paper Company

By: Brian E. Heim

Name: Brian E. Heim

Title: General Counsel, EHS & Intellectual Property

PRP: International Paper & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:

International Paper Company,
[legal name of company]

a New York
[state of incorporation/ organization]

Corporation,
[type of organization]

located at 6400 Poplar Ave., Memphis, TN 38197
[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|----|---------------------------------------|--|--------------|
| 1 | International Paper & Related Parties | | |
| 2 | | Champion International Corp | SCD001859206 |
| 3 | | International Paper Company | NCD055359079 |
| 4 | | International Paper Decorative Products | MDD089950945 |
| 5 | | International Paper Decorative Products | MDD089945950 |
| 6 | | Masonite Corp | NCD055359079 |
| 7 | | Masonite Corp | NC0000065698 |
| 8 | | Masonite Corp | VAD044736213 |
| 9 | | Panolam Industries (For Nevamar Corporation) | MDD088845950 |
| 10 | | Richmond Gravure Inc | VAD046979498 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.


By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 3rd day of February, 2022.

WORK PARTY:

PRP Legal Name: Johnson & Johnson

By: 

Name: Robert J. Decker, Jr.

Title: Corporate Controller & Chief Accounting Officer

PRP: Johnson and Johnson & Related Parties

WORK PARTY:

Johnson & Johnson,
[legal name of company]

a New Jersey **Corporation,**
[state of incorporation/ organization] [type of organization]

located at One Johnson & Johnson Plaza, New Brunswick, NJ 08983
[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|----|-------------|---|--------------|
| 1 | Johnson and | Johnson & Related Parties | |
| 2 | | Centocor | PAD099091753 |
| 3 | | Codman and Shurtleff Inc. | NJD980653083 |
| 4 | | Devro Inc. | NJD000820142 |
| 5 | | Ethicon Inc | NJD002144145 |
| 6 | | Ethicon Inc | GAD000614347 |
| 7 | | J and J International Export | NJD039046461 |
| 8 | | Johnson and Johnson Baby Products | NJD000729798 |
| 9 | | Johnson & Johnson Consumer Product Inc | GAD981224983 |
| 10 | | Johnson and Johnson Health care co | NJD000631937 |
| 11 | | Johnson and Johnson Medical | PRD090451824 |
| 12 | | Johnson and Johnson Pharmaceutical Partners | PRD980536049 |
| 13 | | Johnson Johnson Medical | TXD008013583 |
| 14 | | Noramco Inc. | GAD980726491 |
| 15 | | OMB Pharmaceutical | PRD980536049 |
| 16 | | Ortho Pharmaceutical Corp | NJD002144202 |
| 17 | | Vistakon Johnson and Johnson Vision Care Products Inc | FLD004060273 |
| 18 | | Vistakona Division J and J Vision Care Product | FLD981027717 |
| 19 | | McNeil Consumer Products Company | PAD002347103 |
| 20 | | McNeil Consumer Products Company | PAD002347102 |
| 21 | | McNeil Consumer Products Inc | PRD980767974 |
| 22 | | McNeil Pharmaceutical | PAD000731471 |
| 23 | | McNeil Pharmaceutical Co. | PRD090405945 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 21st day of February, 2022.

WORK PARTY:

PRP Legal Name: KEMET Electronics Corporation

By: 

Name: Cheryl Swack

Title: Sr. Director, Attorney & Secretary

PRP: KEMET Electronics & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:

KEMET Electronics Corporation,

[legal name of company]

a Delaware

[state of incorporation/ organization]

corporation,

[type of organization]

located at One East Broward Blvd., 5th Fl., Fort Lauderdale, FL 33301

[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|---|-------------------------------------|--------------------------------------|--------------|
| 1 | Kemet Electronics & Related Parties | | |
| 2 | | Kemet Electronics Corp Mauldin Plant | SCD980841886 |
| 3 | | Kemet Electronics Corporation | SCD980841944 |
| 4 | | Kemet Electronics Corporation | NCD038547519 |
| 5 | | Kemet Electronics Corporation | SCD000003558 |
| 6 | | Union Carbide (Kemet) | SCD000003558 |
| 7 | | Union Carbide (Kemet) | SCD980841886 |
| 8 | | Union Carbide (Kemet) | SCD980842009 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 3rd day of MARCH, 2022.

WORK PARTY:

PRP Legal Name: Mallinckrodt LLC

By: 

Name: Cathi Ponciroli

Title: Vice President and Assistant Secretary

PRP: Mallinckrodt & Related Parties

Note: Please be advised that Mallinckrodt LLC is currently subject to a voluntary chapter 11 case pending in the United States Bankruptcy Court for the District of Delaware (the "Court"). Accordingly, until such time as Mallinckrodt LLC obtains the Court's approval for entering into the consent decree, its signature will not be legally binding. Mallinckrodt LLC intends to seek such approval promptly.

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 7th day of February, 2022.

WORK PARTY:

PRP Legal Name: Merck Sharp & Dohme Corp.

By: Mark Benevenia

Name: Mark Benevenia

Title: Managing Counsel – Safety & Environmental Law

PRP: Merck Comp & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

| WORK PARTY: | | | |
|---|------------|---|--------------|
| <p style="text-align: center;"><u>Merck Sharp & Dohme Corp.</u> [legal name of company]</p> <p style="text-align: center;"><u>a New Jersey</u> <u>Corporation,</u> [state of incorporation/ organization] [type of organization]</p> <p style="text-align: center;">located at <u>2000 Galloping Hill Rd., Kenilworth, NJ 07033</u> [address]</p> | | | |
| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
| 1 | | Merck Comp & Related Parties | |
| 2 | | Merck and Company Inc | PAD002307976 |
| 3 | | Merck and Company Inc | GAD003324985 |
| 4 | | Merck and Company Inc | ILG |
| 5 | | Merck and Company Inc | PAD002307926 |
| 6 | | Merck and Company Inc | PAD002367926 |
| 7 | | Merck and Company Inc | PAD002397826 |
| 8 | | Merck and Company Inc | PAD007387926 |
| 9 | | Merck Company Inc | PAD02387926 |
| 10 | | Merck Company Inc | PAD002387920 |
| 11 | | Merck Pharmaceutical | NCD980798839 |
| 12 | | Merck Sharp and Dohme | NCD980788839 |
| 13 | | Merck Sharp and Dohme Quimica of PR Inc | PRD090028101 |
| 14 | | Merck Sharp Dohme (f/k/a Merck & Company) | PAD002387926 |
| 15 | | Intervet | DED037678216 |
| 16 | | Merck Pharmaceutical | NCD980798839 |
| 17 | | Oreanon Teknika | NCD982157125 |
| 18 | | Organon Corp | NJD002162056 |
| 19 | | Organon Corp | NJD002152858 |
| 20 | | Schering-Plough Products, LLC | PRD090139536 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.


By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 28 day of February, 2022.

WORK PARTY:

PRP Legal Name: Nation Ford Chemical Company

By: 

Name: Phillip McCarter

Title: Chief operating officer

PRP: Nation Ford Chemical Company & Related Parties

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 13 day of MARCH, 2022.

WORK PARTY:

PRP Legal Name: NORLITE CORPORATION

By: 

Name: DAVID J. CHARABEYYA

Title: _____

PRP: Norlite Corporation

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:

PRP NORLITE CORPORATION

PRP NORLITE CORPORATION,

[legal name of company]

a Massachusetts

[state of incorporation/ organization]

corporation,

[type of organization]

located at 628 Saratoga Street, Cohoes, NY 12047

[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|---|---------------------|--------------------------|--------------|
| 1 | Norlite Corporation | | NYD080469935 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

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The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 21 day of March, 2022.

WORK PARTY:

PRP Legal Name: Perma-Fix Environmental Services, Inc.

By: 

Name: Mark Duff

Title: President and Chief Executive Officer

PRP: Perma Fix of South Georgia & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:

Perma-Fix Environmental Services, Inc.,

[legal name of company]

a Delaware

[state of incorporation/ organization]

Corporation,

[type of organization]

located at 8302 Dunwoody Place, Ste 250, Atlanta, GA 30350

[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|---|--|--|--------------|
| 1 | Perma Fix of South Georgia & Related Parties | | |
| 2 | | Chemical Conservation Corp | FLD980559728 |
| 3 | | Chemical Conservation of Georgia, Inc. | GAD093380814 |
| 4 | | Perma Fix Environmental | FLD984197608 |
| 5 | | Perma Fix Environmental | FLD984196220 |
| 6 | | Quadrex Environmental | FLD980711071 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 25 day of February, 2022.

WORK PARTY:

PRP Legal Name: Pfizer Inc., on behalf of itself and its subsidiaries

By:  _____

Name: Jeffrey Chasnow

Title: Senior Vice President, Chief Counsel, Pfizer Inc.

PRP: Pfizer Inc. & Related Parties

Attachment to Work Party Consent Decree Acknowledgement**List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:****WORK PARTY:****Pfizer Inc., on behalf of itself and its subsidiaries,**

[legal name of company]

a Delaware

[state of incorporation/ organization]

Corporation,

[type of organization]

located at 235 East 42nd Street, New York, New York 10017

[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|----|-------------------------------|------------------------------|--------------|
| 1 | Pfizer Inc. & Related Parties | | |
| 2 | | Global Embrex (Embrex, Inc.) | NCD982094526 |
| 3 | | KAGI Vitrum | NCD982138075 |
| 4 | | Parke Davis | NJD001344506 |
| 5 | | Pfizer Agricultural Division | |
| 6 | | Pfizer Inc | NCD071572036 |
| 7 | | Pfizer Inc | CTD001147495 |
| 8 | | Pfizer Inc | GAD042979724 |
| 9 | | Pfizer Inc | PAD002395226 |
| 10 | | Pfizer Inc | NJD002188811 |
| 11 | | Pfizer Inc | NJD982535197 |
| 12 | | Pfizer Inc AG Division | MOD058923269 |
| 13 | | Pfizer Pharmaceuticals | PRD090346909 |
| 14 | | Searle | GAD039046800 |
| 15 | | Upjohn Company | CTD001168533 |
| 16 | | Warner Lambert | PAD003008430 |
| 17 | | Warner Lambert | GATMP0001043 |
| 18 | | Warner Lambert | GATMP0001087 |
| 19 | | Warner Lambert Co. | CTP000001450 |
| 20 | | Warner Lambert Co. | GAD069195170 |
| 21 | | Warner Lambert Corp | PAD003008943 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 7th day of February, 2022.

WORK PARTY:

PRP Legal Name: Pharmacia LLC

By: 

Name: Drew M. Reavis

Title: Head of Environmental and Sustainability,
Monsanto Company, as attorney-in-fact for Pharmacia LLC

PRP: Pharmacia & Related Parties

RESTRICTED

Attachment to Work Party Consent Decree Acknowledgement**List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:****WORK PARTY:****Pharmacia LLC,**

[legal name of company]

a Delaware

[state of incorporation/ organization]

limited liability company,

[type of organization]

**c/o its attorney-in-fact, Monsanto Company,
located at 800 N. Lindbergh, St. Louis, Missouri 63141**
[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|---|-----------------------------|---------------------------|--------------|
| 1 | Pharmacia & Related Parties | | |
| 2 | | Monsanto Chemical Co | MID074246919 |
| 3 | | Monsanto Chemical Company | NJD002152106 |
| 4 | | Monsanto Chemical Company | MAD001114818 |

RESTRICTED

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 16 day of February, 2022.

WORK PARTY:

PRP Legal Name: Raytheon Technologies Corp. (f/k/a United Technologies Corp)

By: Annette McNeely

Name: Annette McNeely

Title: VP, EH&S

PRP: United Technologies & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:

Raytheon Technologies Corp. (f/k/a United Technologies Corp),

[legal name of company]

a Delaware

[state of incorporation/ organization]

Corporation,

[type of organization]

located at 870 Winter Street, Waltham, MA 02451

[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|----|------------|--|--------------|
| 1 | | United Technologies & Related Parties | |
| 2 | | Practa Whitney | CTD003935905 |
| 3 | | Pratt and Whitney | CTO003935405 |
| 4 | | Pratt and Whitney | CTD002925905 |
| 5 | | Pratt and Whitney | CTD001449511 |
| 6 | | Pratt and Whitney | CTD00084407 |
| 7 | | Pratt and Whitney (122 16) | CTD990672081 |
| 8 | | Pratt and Whitney Manufacturing | CTD001149277 |
| 9 | | Pratt and Whitney Overhaul and Repair Center | CTD983871831 |
| 10 | | United Technologies Automotive Division | SCD098253024 |
| 11 | | United Technologies Corp | NJD986572337 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree. The undersigned's subsidiaries, divisions, sister-companies and other affiliates/former affiliates (it's "Affiliates") that are PRPs are identified on the attachment to this Work Party Consent Decree Acknowledgement.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party.

Dated this 25 day of February 2022.

WORK PARTY:

PRP Legal Name: Rohm and Haas Company

By: [Signature]

Name: Jonathan P. Wendt

Title: Secretary

PRP: Rohm and Haas Company

Attachment to Work Party Consent Decree Acknowledgement**List of Affiliates:****WORK PARTY:**

Rohm and Haas Company,
[legal name of company]

a Delaware
[state of incorporation/ organization]

Corporation,
[type of organization]

located at 400 Arcola Road, Collegeville, PA 19426
[address]

| # | PRP NAME(S) ON MANIFESTS | EPA ID# |
|----|---|--------------|
| 1 | Morton Chemical Div Morton Thiokol Inc | NJD051274348 |
| 2 | Morton International Inc | ALD053360897 |
| 3 | Morton International Inc | OHD000724138 |
| 4 | Morton International Inc | PAD000619437 |
| 5 | Morton International Inc | MSD008186587 |
| 6 | Morton Thiokol Inc Morton Chemical Division | SCD003339975 |
| 7 | Rodel Inc. | DED046554150 |
| 8 | Rohm and Haas | SCTMP0001145 |
| 9 | Rohm and Haas Co | NCD062552989 |
| 10 | Rohm and Haas Company | PAD075485995 |
| 11 | Rohm and Haas Company | PAD075485975 |
| 12 | Rohm and Haas Corp | PAD075485993 |
| 13 | Rohm and Haas Delaware Valley Inc | PAD002292068 |
| 14 | Rohm and Haas Delaware Valley Inc | PAD00229068 |
| 15 | Rohm and Haas Delaware Valley Inc | PAD077883346 |
| 16 | Rohm and Haas DVI | PAD077883546 |
| 17 | Rohm and Haas DVI | PAD077893346 |
| 18 | Rohm and Haas Dvi Phila Plant | PAD077833346 |
| 19 | Rohm and Haas Dvi Phila Plant | PAD077783346 |
| 20 | Rohm and Haas Dvi Phila Plant | PAD077053346 |
| 21 | Rohm and Haas Dvi Phila Plant | PAD077013346 |
| 22 | Rohm and Haas DVI Plant | PAD077882346 |
| 23 | Rohm and Haas Kentucky Inc | KYD006390017 |
| 24 | Rohm and Haas Tennessee Inc | TND058660390 |
| 25 | Rohm and Haas Tennessee Inc | TND005866037 |
| 26 | Rohm and Haas Tennessee Inc | TND038660390 |
| 27 | Rohm and Haas Texas Inc | TXD065096273 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this __ 18 __ day of __ February ____, 2022.

WORK PARTY: Schlumberger Limited for Itron Electricity Metering

PRP Legal Name: Schlumberger LTD

By:  _____

Name: Dawn Greening

Title: SL Remediation Manager

PRP: Schlumberger Limited for Itron Electricity Metering

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:**Schlumberger LTD,**

[legal name of company]

a Texas

[state of incorporation/ organization]

Corporation,

[type of organization]

located at 121 Industrial Boulevard, Sugar Land, TX 77478

[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|---|------------|--|--------------|
| 1 | | Schlumberger Limited for Itron Electricity | |
| 2 | | Schlumberger Industries | SCD003344496 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 4th day of March, 2022.

WORK PARTY:

PRP Legal Name: SET Environmental, Inc.

By: 

Name: Dave DeVries

Title: CEO

PRP: Set Environmental & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:**SET Environmental, Inc.,**

[legal name of company]

a Illinois

[state of incorporation/ organization]

Corporation,

[type of organization]

located at 450 Sumac Rd., Wheeling, IL 60090

[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|---|-------------------------------------|--------------------------|--------------|
| 1 | Set Environmental & Related Parties | | |
| 2 | | Treatment One | TXD055135388 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 21st day of February, 2022.

WORK PARTY: **The Sherwin-Williams Company**

(The Sherwin-Williams Company, Valspar Corporation)

PRP Legal Name: The Sherwin-Williams Company

By:  _____

Name: Stephen J. Perisutti

Title: VP, Deputy General Counsel and Assistant Secretary

PRP: The Sherwin-Williams Company & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:

The Sherwin-Williams Company,
[legal name of company]

an Ohio
[state of incorporation/ organization]

corporation,
[type of organization]

located at 101 West Prospect Avenue, Cleveland, OH 44115
[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|----|------------------------------------|---|--------------|
| 1 | Sherwin Williams & Related Parties | | |
| 2 | | Rubberset | MDD054913595 |
| 3 | | Sherwin-Williams Company | NCD071561864 |
| 4 | | Sherwin Williams | KY001002450 |
| 5 | | Sherwin Williams | GA0000054726 |
| 6 | | Sherwin Williams | CA0000054726 |
| 7 | | Sherwin Williams | |
| 8 | | Sherwin Williams Automotive | VAD000811455 |
| 9 | | Sherwin Williams Diversified Brands | MTD006020929 |
| 10 | | Sherwin Williams Diversified Brands | OHD095341178 |
| 11 | | Sherwin Williams Diversified Brands Inc | MDD003073962 |
| 12 | Valspar Corp. & Related Parties | | |
| 13 | | Engineered Polymer Solutions | CAD002277098 |
| 14 | | Engineered Polymer Solutions 1 | MDP000012161 |
| 15 | | Guardsmen Chemical Inc | NCD053491221 |
| 16 | | The Lilly Company | NCD003232030 |
| 17 | | Valspar Corporation | NCD041415013 |
| 18 | | Valspar Corporation | GAD048711972 |
| 19 | | Valspar Corporation | NCD041415019 |
| 20 | | Valspar Refinish | MSD008184657 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 28th day of February, 2022.

WORK PARTY:

PRP Legal Name: Shurtape Technologies, LLC

By: 

Name: Vuk Trivanovic

Title: Chief Executive Officer

PRP: Shurtape Technologies & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:

Shurtape Technologies, LLC,

[legal name of company]

a North Carolina

[state of incorporation/ organization]

Limited Liability Corporation,

[type of organization]

located at P.O. Box 1530, Hickory, North Carolina 28603

[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|---|------------|---|--------------|
| 1 | | Shurtape Technologies & Related Parties | |
| 2 | | Shurtape Technologies | NCD986166031 |
| 3 | | Shurtape Technologies | |
| 4 | | Shurtape Technologies Hickory | NCD003217437 |
| 5 | | Shuford Yarns (For Shuford Mills, Inc.) | NC0000092767 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 18th day of February, 2022.

WORK PARTY:

PRP Legal Name: Sonoco Products Company

By: Edward Harrington

Name: Edward Harrington

Title: Global Environmental Director

PRP: Sonoco Products Company & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:

Sonoco Products Company,
[legal name of company]

a South Carolina
[state of incorporation/ organization]

Corporation,
[type of organization]

located at 1 North Second St., Hartsville, SC 29550
[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|---|------------|---|--------------|
| 1 | | Sonoco Products Company & Related Parties | |
| 2 | | Package Products | NCD000816391 |
| 3 | | Package Products | VCD000828905 |
| 4 | | Sonoco Products Company | KYD093273753 |
| 5 | | Sonoco Products Company | NJD097405765 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 25th day of February, 2022.

WORK PARTY:

PRP Legal Name: Stauffer Management Company LLC

By: [Signature]

Name: J. Wylie Donald

Title: Attorney-in-Fact

PRP: Stauffer Mgt. & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:

Stauffer Management Company LLC,
[legal name of company]

a Delaware
[state of incorporation/ organization]

Limited Liability Company,
[type of organization]

located at 1800 Concord Pike, Wilmington, DE 19850
[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|---|---------------------------------|--------------------------|--------------|
| 1 | Stauffer Mgt. & Related Parties | | |
| 2 | | Stauffer Management Co | FLD004092532 |
| 3 | | Stauffer Management Co | FLD004092531 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 8th day of February, 2022.

WORK PARTY:

PRP Legal Name: Sun Chemical Corporation

By: James R. Van Horn

Name: James R. Van Horn

Title: Chief Administrative Officer, General Counsel & Secretary

PRP: Sun Chemical Corporation & Related Parties

Attachment to Work Party Consent Decree Acknowledgement**List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:****WORK PARTY:****Sun Chemical Corporation,**

[legal name of company]

a Delaware

[state of incorporation/ organization]

Corporation,

[type of organization]

located at 35 Waterview Boulevard, Parsippany, New Jersey 07054

[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|----|--|-----------------------------|--------------|
| 1 | Sun Chemical Corporation & Related Parties | | |
| 2 | | Sun Chemical | MDD000216408 |
| 3 | | Sun Chemical | NCD980843122 |
| 4 | | Sun Chemical | NCD051331775 |
| 5 | | Sun Chemical | MDD980555726 |
| 6 | | Sun Chemical | NCD990868168 |
| 7 | | Sun Chemical | NCD081428104 |
| 8 | | Sun Chemical Charlotte | NCD990868168 |
| 9 | | Sun Chemical Corp | VAD040167090 |
| 10 | | Sun Chemical Corp | AZD982497356 |
| 11 | | Sun Chemical Specialty Inks | NCD002560159 |
| 12 | | Thomas Printing Inks | CAD981626450 |
| 13 | | Zeneca Inc | ALD095688875 |
| 14 | | Zeneca Specialities | TND083525634 |
| 15 | | Zeneca Specialities Inc | |
| 16 | | Lomac Inc. | MID006030373 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 9 day of February, 2022.

WORK PARTY:

PRP Legal Name: THE CHEMOURS COMPANY FC, LLC,
as successor by assignment from E.I. du Pont de Nemours and Company

By: Tom A. Ei

Name: Tom A. Ei

Title: Director - Environment and Remediation

PRP: The Chemours Company FC, LLC (EI Dupont) & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:

The Chemours Company FC, LLC,

[legal name of company]

a Delaware

[state of incorporation/ organization]

Limited Liability Corporation,

[type of organization]

located at 1007 Market Street, Wilmington DE 13889

[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|---|------------|--|--------------|
| 1 | | The Chemours Company FC, LLC (El Dupont) & Related Parties | |
| 2 | | El Dupont De Nemours And Co Stine Haskell Research Center | DED064370992 |
| 3 | | El Dupont Cedar Creek | NCD990714479 |
| 4 | | El Dupont De Nemours and Co Inc | VAD003114832 |
| 5 | | El Dupont De Nemours And Co Stine Haskell Lab | DED064370992 |
| 6 | | El Dupont De Nemours Co | DED064370922 |
| 7 | | First Chemical Corporation | MSD033417031 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 14th day of February, 2022.

WORK PARTY:

PRP ^{DocuSigned by:} er United States, Inc.

By: Natalia Cavaliere
A4B9CAE11BB6454...

Name: Natalia Cavaliere

Title: Vice President and Assistant Secretary

PRP: Unilever & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:

Unilever United States, Inc.,

[legal name of company]

a Delaware

[state of incorporation/ organization]

Corporation,

[type of organization]

located at 700 Sylvan Avenue, Englewood Cliffs, New Jersey 07632

[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|----|----------------------------|--|--------------|
| 1 | Unilever & Related Parties | | |
| 2 | | Elizabeth Arden Co. (Unilever Resp-1989-2001) | VAD932578619 |
| 3 | | Elizabeth Arden Inc | VAD988174686 |
| 4 | | Elizabeth Arden Logistics Centre (Unilever Resp-1989-2001) | |
| 5 | | Faberge Inc. | NCD097716625 |
| 6 | | Lever Brothers Company | GAD981243066 |
| 7 | | Unilever (Best Foods Inc.) | VAD003174042 |
| 8 | | Chesebrough Ponds | NCD097716625 |
| 9 | | Chesebrough Ponds Inc | FLTMP8902016 |
| 10 | | Chesebrough Ponds USA | CTD061353363 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree. The undersigned's subsidiaries, divisions, sister-companies and other affiliates/former affiliates (it's "Affiliates") that are PRPs are identified on the attachment to this Work Party Consent Decree Acknowledgement.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party.

Dated this 24th day of February, 2022.

WORK PARTY:

PRP Legal Name: Union Carbide Corporation

By: 

Name: Shandell Massey

Title: General Counsel

PRP: Union Carbide Corporation

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 16th day of February, 2022.

WORK PARTY:

PRP Legal Name: Univar Solutions USA Inc. (formerly known as Univar USA Inc.)

By: Susanne D. Vasic

Name: Susanne D. Vasic

Title: Senior Corporate Counsel

PRP: Univar USA Inc & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

WORK PARTY:

Univar Solutions USA Inc.,

[legal name of company]

a Washington

[state of incorporation/ organization]

corporation,

[type of organization]

located at 3075 Highland Parkway, Downers Grove, IL 60515

[address]

| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
|---|----------------------------------|-------------------------------------|--------------|
| 1 | Univar USA Inc & Related Parties | | |
| 2 | | Atlas Associates (Kramer Chemicals) | NJD065825341 |
| 3 | | Prillaman Chemical Corporation | VAD003111416 |

WORK PARTY CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Work Party wishes to join as a Party to that certain settlement and Consent Decree, to be approved and entered as an order by the United States District Court for the District of South Carolina (as it may be amended from time to time, “Consent Decree”), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

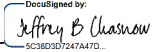
By signing this Work Party Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Work Party Consent Decree Acknowledgement (its “Affiliates”), shall be deemed a member of the class of Settling PRPs identified as Work Parties for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

The below signatory is authorized to execute this Work Party Consent Decree Acknowledgement on behalf of the identified Work Party and each of its Affiliates.

Dated this 25 day of February, 2022.

WORK PARTY:

PRP Legal Name: Pfizer Inc., on behalf of Wyeth LLC and Wyeth Holdings LLC

By:  _____
DocuSigned by:
Jeffrey B. Chasnow
5C3B83D7247A47D...

Name: Jeffrey Chasnow

Title: Senior Vice President, Chief Counsel, Pfizer Inc.

PRP: Wyeth Holdings Corporation & Related Parties

Attachment to Work Party Consent Decree Acknowledgement

List of Affiliates on behalf of which the above-signed Work Party executes this Work Party Consent Decree Acknowledgement:

| <p align="center">WORK PARTY:</p> <p align="center"><u>Wyeth LLC and Wyeth Holdings LLC,</u> [legal name of company]</p> <p align="center">a <u>Delaware</u> <u>Corporation,</u> [state of incorporation/ organization] [type of organization]</p> <p align="center">located at <u>235 East 42nd Street, New York, New York 10017</u> [address]</p> | | | |
|--|------------|---|--------------|
| # | PARENT PRP | PRP NAME(S) ON MANIFESTS | EPA ID# |
| 1 | | Wyeth Holdings Corporation. & Related Parties | |
| 2 | | A H Robbins Company | VAD000820548 |
| 3 | | A H Robins Company Inc. | VAD003110087 |
| 4 | | A H Robbins Research Div | VAD000820662 |
| 5 | | A H Robbins Co. | VAD000820548 |
| 6 | | American Cynamid | ILG |
| 7 | | American Cynamid | MOD985813484 |
| 8 | | American Cynamid | MOP000000806 |
| 9 | | American Cynamid | NCD003168168 |
| 10 | | American Cynamid | NJD002173151 |
| 11 | | American Cynamid | MJD980536593 |
| 12 | | American Cynamid | NJT350010229 |
| 13 | | American Cyanamid Co | NJD002173276 |
| 14 | | American Cyanamid Co | MDD003075942 |
| 15 | | American Cyanamid Company | CTD001173467 |
| 16 | | American Cyanamid Company | CTD001864024 |
| 17 | | American Cyanamid Company (f/k/a American Home Products Inc.) | NJD002349009 |
| 18 | | American Home Foods Inc | PAD987332707 |
| 19 | | American Home Foods Inc | PAD987338506 |
| 20 | | Ayerst Laboratories Inc | NYD002081396 |
| 21 | | Elkins Sinn Inc. | NJD043570316 |
| 22 | | Lederie Laboratory | NYD054065909 |
| 23 | | Shulton Inc | NJD002190304 |
| 24 | | Whitehall Robins | IND005448196 |
| 25 | | Wyeth Ayerst Labs | PAD002323541 |
| 26 | | Wyeth Laboratories | PAD002323533 |

Appendix 2

Philip Services Site Cash Out Settlers

FINAL

| PRP Name | Legal Name | EPA ID Number |
|--|----------------------------------|---------------|
| 4 S Sign & Supply Inc. | 4 S Sign & Supply Inc. | TKSQG0000208 |
| A & E Frame & Body | Leonna Morgan | TNCESOG87308 |
| A O Smith Automotive | A O Smith Automotive | |
| AAA Cooper Transportation | AAA Cooper Transportation | NCR000066569 |
| AAA Paint and Body | AAA Body & Paint Center | SCR000001156 |
| AAI Corporation (Textron Systems) | AAI Corporation | MDD003090198 |
| AAR Brooks and Parkins & Related Parties | AAR Manufacturing, Inc. | |
| AAR Brooks and Parkins | | MID880792212 |
| AAR Brooks and Perkins | | MID006019251 |
| AB Murray Inc | AB Murray Inc | PAD982673956 |
| ABB Power & Related Parties | ABB Inc. | |
| ABB Pinetops | | NCD000772368 |
| ABB Power T and D Company | | IND006062582 |
| ABB Power T and D Company Inc | | VAD982578791 |
| ABB Power T and D Company Incorporation | | TND039406186 |
| ABB Sprout Bauer | | PAD003031903 |
| ABB T and D Company Inc | | NCD003195963 |
| Fisher and Porter Company | | PAD002345817 |
| Asea Brown Boyers Power I & D Co. | | TND039406186 |
| Asea Brown Boyers Power I & D Co. | | VAD044736726 |
| Westinghouse Elec | | NCD003195963 |
| ABF Freight System, Inc. & Related Parties | ABF Freight System, Inc. | |
| ABF Terminal Freight | | ALD982155988 |
| Carolina Freight Carriers Corp | | NCD006996342 |
| Abington School District | Abington School District | PAD100465434 |
| AC Corp. (For Howell Corporation) | Howell Corporation | TXD987992518 |
| AC Corporation | AC Corporation | NCD002838225 |
| Accurate Graphics | Accurate Graphics, Inc. | CAL000146020 |
| Accurate Metal Fabricators | Accurate Metal Fabricators | CAL000157298 |
| ACM Medical Laboratory Inc. | ACM Medical Laboratory Inc. | NY0000550802 |
| ACME Metal Slide Inc. | ACME Rental Company | NCD003235710 |
| ACME Wood Preserving | ACME Wood Preserving | WVD072668783 |
| Acurex Corporation | Acurex Corporation | NCD982103715 |
| Acutek | Scapa NA, Inc | CAL000066257 |
| ADC Finishing Inc. | ADC Finishing Inc. | SCD987594249 |
| Addison Jr. Sr. High School | Addison Jr. Sr. High School | NYD073671646 |
| Adkins Truck Equipment Company | Adkins Truck Equipment Company | NCD986230696 |
| Advanced Bionics | Advanced Bionics | CAL000096602 |
| Advanced Design | Advanced Design Fabrication Corp | VAP000013313 |
| Advanced Metal Products | Advanced Metal Products | |
| Advanced Painting Contractors | Advanced Painting Contractors | FLD982129066 |
| AEP Industries Inc. | AEP Industries Inc. | NCD086861572 |

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| AFG Industries | AGC Flat Glass North America, Inc. | NJD055541320 |
| AH Plating | AH Plating | CAD098627714 |
| Air Cruisers & Related Parties | Air Cruisers Co., LLC | |
| Air Cruisers Co | | NJD986891240 |
| Air Cruisers Service Center | | NJD981487489 |
| Air Cruisers Service Center | | NJD981487499 |
| Air Group Inc. | Air Group Inc. | CAL000074639 |
| Airco Industrial Gases | The BOC Group, Inc. | NYD002123321 |
| Aire Mate | Aire Mate, Inc. | IND984987974 |
| Airey Thompson Co. | Wiremold Co., as successor to Airey Thompson Co. | CAD981383284 |
| Airport Field Maintenance | Airport Field Maintenance | EXEMPT |
| Airtron | Airtron | NCD062559729 |
| Ajinomoto USA Inc. | Ajinomoto AminoScience, LLC | NCD099816548 |
| Alamance-Burlington Board of Education & Related Parties | Alamance-Burlington Board of Education | |
| Alamance Burlington School System | | NCR000000273 |
| Burlington City Schools | | NCTMP0001470 |
| Cummings High School | | NCCESQG |
| Alamance County Hospital | ARMC Health Care | Small Qty - EXEMPT |
| Albany International & Related Parties | Albany International Corp. | |
| Albany International | | SCD003345485 |
| Albany International | | NJD990762064 |
| Albany Intl Press Fabric Division | | NYD982794554 |
| Albemarle & Related Parties | Albemarle Corporation | |
| Albemarle Corporation | | ARD052528890 |
| Albemarle Corporation | | SCD043384072 |
| Albright College | Albright College | PAD072851116 |
| Alcatel - Lucent Technologies & Related Parties | Alcatel-Lucent USA Inc. | |
| Alcatel Network Systems | | NCD003185238 |
| Alcatel Telecommunications | | VAD981945652 |
| Alco Chemical | Alco Chemical | TND052003159 |
| Alcoa & Related Parties | Alcoa Inc. | |
| Alcoa South Plant | | TND003383551 |
| Aluminum Company of America | | NYD002232304 |
| Bond Technology Div od Alcoa Composites | | CDT991288788 |
| Alco Industries, Inc. (For Synthane Taylor Corp.) | Alco Industries, Inc. | PAD048620405 |
| Alcon Puerto Rico | Alcon Puerto Rico | PRD980526057 |
| Alexander Central High School | Alexander Central High School | NCTMP0001503 |
| Alfred's Picture Frames | Alfred's Picture Frames | CAD981630916 |
| Allegheny Technologies Inc. (Teledyne) & Related Parties | TDY Industries LLC | |
| Teledyne Avionics | | VAD089027759 |
| Teledyne Thermatics | | NCD982168924 |
| Alliant Techsystems Inc. | Alliant Techsystems Inc. | VA1210020730 |
| Allied Die Casting | Allied Die Casting | |
| Allied Terminal Inc. | Allied Terminal Inc. | SC0000861054 |
| Allied Tool and Machine Co. | Allied Tool and Machine Co. | VAD988214730 |
| Allison Ervin Company | Allison-Erwin Company | |
| Alloway Environmental Testing Services | Alloway Environmental Testing Services | OHD987037629 |
| Allsteel Inc. | Allsteel Inc. | MSD073514267 |
| Alonzo Printing | Alonzo Printing | CAR000019976 |
| Alpharetta Fire Department | Alpharetta Fire Department | GATMP0001557 |
| Alpine Engineered Products | ITW Building Components Group Inc. | TKSQG0000658 |

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| Alsimag Technical Ceramics Inc | Ceramtec North America Innovative Ceramic Engineering Corp | SCD987566023 |
| Altavista Printing Company | Midatlantic Printers | |
| Alumax & Related Parties | Alumax | |
| Alumax | | SCD097366165 |
| Alumax Mill Products Inc. | | PAD049029697 |
| Kawneer Company Inc | | PAD002976009 |
| Amerada Hess & Related Parties | Hess Corporation | |
| Amerada Hess Corp. | | FLD000792762 |
| Amerada Hess Corp. | | NJD054051321 |
| Amerada Hess Corporation | | FLD088776588 |
| American Cast Iron Pipe Co. | American Cast Iron Pipe Co. | ALD003397569 |
| American Electric Power Co. | American Electric Power Service Corporation | OHD982222325 |
| American Fiber and Finishing SC Inc | American Fiber and Finishing SC Inc | SCD073719643 |
| American Filtrona | Essentra Porous Technologies Corp. | VAD003121324 |
| American GFM Corp | American GFM Corporation | VAD093548238 |
| American Hofmann | American Hofmann, Corp. | VAD046955134 |
| American Packaging Corp. | American Packaging Corporation | PAD071616551 |
| American Paint & Chemical | American Paint & Chemical | CAL000092941 |
| American Philosophical Society | American Philosophical Society | PAP000002004 |
| American Roller Bearing and Manufacturing Inc. | American Roller Bearing and Manufacturing Inc. | NCD982076382 |
| American Type Culture Collection | American Type Culture Collection | MDD985381375 |
| American University | American University | DCD077795060 |
| Ameron Fiberglass Pipe Division | Ameron Fiberglass Pipe Division | SCD030089395 |
| Ametec Special Filaments Div. | Ametek, Inc. | MDD082612110 |
| Ampex Corp. | Ampex Corporation | ALD003297116 |
| Amphenol Corp & Related Parties | Amphenol Corporation | |
| Amphenol Corporation | | NYD001827633 |
| Amphenol Corporation BCO | | SCD058183138 |
| Amphenol Products | | NCD101741650 |
| AMR Combs | Signature Flight Support Corporation | CAD981385164 |
| AMR Services (AMR Corp) | AMR Services | NCD986195253 |
| Amtrak (For National Railroad Passenger Corporation) | National Railroad Passenger Corporation | PAD000824755 |
| Anaheim Hilton | Anaheim Hotel Partnership | CAL000125949 |
| Analytics Laboratories | Analytics Laboratories | VAD000483461 |
| Anchor Continental Inc. | Intertape Polymer Corp. | SCD003344843 |
| Anderson Co. School Dist. 5 | Anderson Co. School Dist. 5 | SCD982166886 |
| Anderson Skin and Cancer Clinic & Related Parties | Anderson Skin and Cancer Clinic | |
| Anderson Skin and Cancer Clinic | | SCN000000401 |
| Anderson Skin and Cancer Clinic | | SCD981025315 |
| Anheuser-Busch Co. | Anheuser-Bush Cos., LLC | NJD002455418 |
| Anne Arundel Community College | Anne Arundel Community College | MDD981106867 |
| Anne Arundel County GSX | Anne Arundel County, MD | MDD985370006 |
| Anodyne | Anodyne | CAD008479479 |
| Antenna Corp. of America | Antenna Corp. of America | PAD014353445 |
| Anvil Knitwear | Anvil Knitwear | SCD982163057 |
| Aplix Inc. | Aplix Inc. | NCD980605729 |
| Apollo Metals LTD | Apollo Metals LTD | PAD002392827 |
| Appalachian Power & Related Parties | Appalachian Power Company | |
| AEP John Vaughn Center | | VAD988204319 |
| AEP North Charleston Service Center | | WVD000620302 |
| Appalachian Power Co. | | WVD988799755 |
| Appalachian Power Co. | | WVD000620302 |

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| | Appalachian Power Co. | | WVD000620781 |
| | Appalachian Power Company | | WVD980554646 |
| | Appalachian Power | | WVD980554588 |
| | Appalachian Power Co | | VAD000620435 |
| Applied Color Systems | | Datacolor, Inc. | NJD073759706 |
| Appomattox Ford Mercury | | Appomattox Ford Mercury | VAD052355278 |
| ARB Incorporated | | ARB Incorporated | CAL000120439 |
| Archie Schwartz Co Realty | | Archie Schwartz Co Realty | NJD982185191 |
| Argus Research Laboratories | | Charles River Laboratories Preclinical Services, PA | PAD987353794 |
| Aristech Chemical & Related Parties | | Aristech Chemical | |
| | Aristech Chemical Co. | | PAD000824730 |
| | Aristech Chemical Company | | NJD001724988 |
| Arlington County Water Pollution Control Division | | Arlington County Virginia | VAD980720411 |
| Arrowhead Plastics | | Arrowhead Plastics | SCD982131526 |
| ARS Manufacturing | | ARAI Americas, Inc. | VAD982570806 |
| ASAP Print & Copy | | ASAP Print & Copy | CAL922965360 |
| Asea Brown Boveri & Related Parties | | ABB Inc. | |
| | Asea Brown Boveri Power T and D Co Inc | | VAD044736726 |
| | Asea Brown Boveri Power T and D Co | | TND039406186 |
| Ashe County Environmental Services | | County of Ashe | NCTH00597011 |
| Asheville City Schools | | Asheville City Schools | NCTMP0001175 |
| Asplundh Manufacturing Div & Related Parties | | Asplundh Manufacturing Div. | |
| | Asplundh Manufacturing Div | | NCD980841753 |
| | Asplundh Mfg | | VAP000000837 |
| | Asplundh Tree Expert Co. | Asplundh Tree Expert Co. | VAD981108178 |
| Astrochem Corp | | Astrochem | |
| Atlanta City River Intake & Related Parties | | City of Atlanta | |
| | Atlanta City River Intake | | GADCESQG8003 |
| | Atlanta City River Intake | | GACESQGD0005 |
| | City of Atlanta River Intake | | GACESQGD0005 |
| Atlanta Journal Constitution | | Cox Enterprises Inc. Atlanta Newspapers Div. | GAD046901799 |
| Atlanta Toyota | | Atlanta Toyota | GAD98123090 |
| Atlantic Community College | | Atlantic Community College | NJD982530354 |
| Attwood Corp. | | AW Corporation | MID006031918 |
| Augusta Medical Center | | Augusta Medical Center | VA0000840777 |
| Austin Marble Company | | Austin Marble Company | TXP490268112 |
| Auto Machine Shop | | Auto Machine Shop | NCCESQG |
| Automation Printing | | Automation Printing | CAL000116606 |
| Avertt University of Danville (Averett College) | | Avertt University of Danville (Averett College) | |
| Avery Body & Trim Shop | | Avery Body & Trim Shop, Inc. | NCCESQG |
| Avery Dennison | | Avery Dennison Corporation | IND064400054 |
| Avon Products& Related Parties | | MKC Enterprises Inc. | |
| | MKC Enterprises Inc. | | GAD000616367 |
| AVX Corporation | | AVX Corporation | NCD003195161 |
| Azimuth Incorporated | | Azimuth Incorporated | SCD982133407 |
| Azteca Foods Inc. | | Azteca Foods Inc. | ILD984769059 |
| B & J Auto Body | | B & J Auto Body | Small Qty - EXEMPT |
| B & R Body Shop & Related Parties | | B & R Body & Auto Service Inc | |
| | B & R Body Shop | | NCD981480387 |
| | B & R Body Shop of Pineville | | NCD982148645 |
| B and G Painting | | B & G Painting, Inc. | FLD003309223 |
| BGF Industries | | BGF Industries | VAD119071314 |

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| Babcock and Wilcox | BWX Technologies, Inc. | PAD059308767 |
| BAE Systems & Related Parties | BAE Systems, Inc. | |
| BAE Systems | | LAIDLAW |
| Norfolk Shipbuilding And Drydock | | VAD003175072 |
| Southwest Marine | | CSD981182554 |
| Southwest Marine (Chancellorsville) | | CAD981178554 |
| Southwest Marine (G L Scow) | | CAD983651704 |
| Southwest Marine (Kiska) | | CAD971173554 |
| Southwest Marine (Kitty Hawy) | | CAC001135184 |
| Southwest Marine/32nd Street | | CAR000002501 |
| Southwest Marine (Manson) | | CAD980638076 |
| Southwest Marine (Millius) | | CAD981172554 |
| Baker Instruments | EMD Serono, Inc. | VAD064896392 |
| Baltimore County Police Dept. Crime Lab | Baltimore County, Maryland, a body corporate and politic, for Baltimore County Police Dept Crime Lab | MDD980927156 |
| Baltimore County Public Schools | Baltimore County Public Schools | MDP000002577 |
| Baltimore Gas and Electric | Baltimore Gas and Electric | MDP000001359 |
| Bank of America Rock Hill National Bank | Bank of America, National Association | SCTMP0001082 |
| Banner Gelatin Products Corp | Banner Pharmacaps Inc. | CAD981450224 |
| Bar Ran Furniture HP | Darran Furniture Industries | NCD083635318 |
| Bartlett Yancey High School | Bartlett Yancey High School | NCTMP0001654 |
| Bassett Walker | VF Imagewear, Inc. | VAD148239945 |
| Bauer Compressor | Bauer Compressor | VAD084142249 |
| Baumann Springs USA Inc. | Baumann Springs USA, Inc. | NCD982086852 |
| Bay Diesel Corp | Bay Diesel Corp | VAP000013319 |
| BB & T Center | BB & T Center Limited Partnership | Small Qty - EXEMPT |
| Beaufort County School District | Beaufort County School District | SCD069333227 |
| Beaufort County School | Beaufort County Schools | NCCESQG |
| Becton Dickinson & Related Parties | Becton, Dickinson and Company | |
| AI Decker Co Becton Dickinson Advanced Diagnostics | Becton, Dickinson and Company | NYD052077054 |
| Bectin Dickinson | | NJD000304780 |
| Bectin Dickinson | | NJD986645448 |
| Bectin Dickinson | | MDO000899898 |
| Bectin Dickinson | | NJD000304782 |
| Becton Dickinson Advanced Diagnosis | | MDD982693624 |
| Becton Dickinson Advanced Diagnosis | | NYD052077054 |
| Becton Dickinson Advanced Diagnosis | | MDP000008623 |
| Becton Dickinson Advanced Diagnosis | | MDP000008360 |
| Becton Dickinson and Company | | SCD039135801 |
| Becton Dickinson Diagnostic Instrument Systems | | MDP000005521 |
| Becton Dickinson Diagnostic Instrumentation System | | MDD101457554 |
| Becton Dickinson Diagnostic Instrumentation System | | MDD003101961 |
| Becton Dickinson Diagnostic Instrumentation System | | MDP000003160 |
| Becton Dickinson Diagnostic Instrumentation System | | MDD982674079 |
| Becton Dickinson Diagnostics Instruments Systems | | MDD101457554 |
| Becton Dickinson Immunodiagnosics Center | | MDP000003429 |
| Becton Dickinson Immunodiagnosics Center | | MDD981108905 |
| Becton Dickinson Micro Biology Systems | | MDD000213876 |
| Becton Dickinson Micro Biology Systems | | MDD985399211 |
| Becton Dickinson Micro Biology Systems | | MDD002188761 |
| Becton Dickinson Micro Biology Systems | | MDD000213870 |
| Becton Dickinson Micro Biology Systems | | WID060444676 |

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| | Becton Dickinson Micro Biology Systems | | MDD121343586 |
| | Becton Dickinson Micro Biology Systems | | ILG |
| | Becton Dickinson Transdermal | | NJD986575074 |
| | Ivers Lee | | NJD046943675 |
| | Louis D Angelo | | MDD000213876 |
| Bel Ray Co. Inc. | | Bel Ray Company LLC | NJD002145811 |
| Bemis (For Mactac Scranton Div) | | Bemis (For Mactac Scranton Div) | PAD053678959 |
| Benedict College | | Benedict College | SCD982165599 |
| Benjamin Moore and Co | | Benjamin Moore and Co | ILD005457155 |
| Benise Dowling and Assoc. Inc. | | Benise-Dowling and Assoc. Inc. | GAD984296087 |
| Bercen Inc Cranston Print Works | | Bercen Inc Cranston Print Works | RID001438480 |
| Bergen Community College | | Bergen Community College | NJD076677822 |
| Berglund Chevrolet | | Berglund Chevrolet | VAD053175998 |
| Berkeley County Schools | | Berkeley County Schools | SCD982173551 |
| Berol USA | | Berol USA | NJD052094430 |
| Berrien County Health Department | | Berrien County Health Department | MIP200001043 |
| Berryville Graphics | | Berryville Graphics | VAD003064672 |
| Bethesda Research Labs. | | Life Technologies Corporation | MDX200015201 |
| BEHR Process Corp | | Behr Process Corp | CAD008387524 |
| BFI of GA Inc. | | BFI Waste Systems of North America, LLC | GAD981217441 |
| Biddle and Sawyer | | Biddle Sawyer Corporation | NJD020783304 |
| Bigbee Steel and Tank | | Bigbee Steel and Tank | PAD003003340 |
| Bionetics Corporation & Related Parties | | Bionetics Corporation | |
| | Bionetics | | VADD62363619 |
| | Bionetics Corporation | | VAP000001388 |
| Birmingham Southern College | | Birmingham Southern College | ALR000004184 |
| Bitzer DC & Tailors | | Bitzer DC & Tailors | PAD041758450 |
| Black and Decker & Related Parties | | Stanley Black & Decker | |
| | Black & Decker | | NYD002221919 |
| | Black & Decker | | MDD003065877 |
| | Black & Decker | | NCD003236437 |
| | Corbin Russwin Architectural Hardware Division a Black and Decker Company | | CTD052541695 |
| Blanton Cleaners | | Blanton Cleaners | SCDCESQG00452 |
| Blockhouse Company | | Blockhouse Company | PAD987389947 |
| BLR Corp. | | Lorbrook Corp. | NCD077832913 |
| Blue Cross Beauty Products | | Blue Cross Beauty Products | CAL000125188 |
| Blue Print Automation | | Blue Print Automation | VAD988174942 |
| Bluestone Middle School | | Mecklenburg County School Board | VAP000003348 |
| BMW Manufacturing Corp. | | BMW Manufacturing Co., LLC | SC0000110288 |
| Board of Education West Milford Township | | Board of Education West Milford Township | NJC876039595 |
| Bodycote Hinderliter Thermo Processing | | Body Coat Hinderliter Thermo Processing | CAD008509853 |
| Boeing Company, The & Related Parties | | The Boeing Company | |
| | Boeing Helicopters | | PAD096837356 |
| | Continental Graphics | | CAD981392988 |
| | McDonnell Douglas Corporation | | OH1170090004 |
| | Rockwell International | | GAD980729743 |
| | Rockwell International | | GAD045326303 |
| Bommer Ind. & Related Parties | | Bommer Industries, Inc. | |
| | Bommer Ind Inc | | SCD980843486 |
| | Bommer Industries Inc | | SCD003351178 |
| Bon Secours Health Systems & Related Parties | | Bon Secours Health System, Inc | |
| | Mary Immaculate Hospital | | VAD066002734 |

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|--|--|--|--------------------|
| | Maryview Medical Center | | VAD982702334 |
| | Richmond Community Hospital | | VAD988188512 |
| | Richmond Memorial Hospital | | VAD077927077 |
| | Saint Francis Hospital | | SOD982125896 |
| | Bondcote Corporation | Bondcote Corporation | VAD053182481 |
| | Bonide Chemical Co. Inc. | Bonide Products, Inc. | NYD002230233 |
| | Boones Mill Auto | Boones Mill Auto | Small Qty - EXEMPT |
| | Bordeaux Printers | Bordeaux Printers | CAL000035581 |
| | Borden Chem | Hexion Specialty Chemicals, Inc. | NCD003189024 |
| | Boston Gear | Boston Gear LLC | NCD062573423 |
| | Bou Cleaners & Laundry | Bou Cleaners & Laundry | NCD066330077 |
| | Bowman Gray Research Farm | Wake Forest University Health Sciences | NCD982126377 |
| | BPS Equipment Rental & Sales | Sunbelt Rentals, Inc. | EXEMPT |
| | Brandywine Hospital | Brandywine Hospital | PAD073752156 |
| | Breauxs Cleaners | Breaux's Cleaners Inc. | LAD985227420 |
| | Brentag Southeast & Related Parties | Brenntag Southeast, Inc. | |
| | Southchem Inc | | NCD047372503 |
| | Worth Chemical Corporation | | NCD075582197 |
| | Brick Township Board of Education | Brick Township Board of Education | NJD091397847 |
| | Briggs and Stratton Corp. | Briggs and Stratton Corp. | GAD984287193 |
| | Bristol Meyer & Related Parties | Bristol-Myers Squibb Company (E.R. Squibb) | |
| | Bristol Myers Products | | NCD000623082 |
| | Bristol Myers Products | | |
| | Bristol Myers Squibb | | NJD980536809 |
| | Bristol Myers Squibb Company | | PRD090021056 |
| | Bristol Myers Squibb Company Industrial Division | | NYD00223092 |
| | Convatec | | NCD981861800 |
| | E R Squibb and Sons Inc. | | NCD991278730 |
| | Squibb Manufacturing Inc | | PRD090021056 |
| | Brooklake Country Club | Brooklake Country Club | NJD150586105 |
| | Bucyrus Blades Inc. | Bucyrus Blades Inc. | OHD066054412 |
| | Buffalo Newspress | Buffalo Newspress | NJD099335581 |
| | Buncher Rail Car Service Co. | BRC Rail Car Service Co. | VAD043519248 |
| | Burnettes Cleaners | Burnettes Cleaners | SCD981750391 |
| | Butler Board of Education | Butler Board of Education | NJD986622868 |
| | Byron Jackson Pumps | Flowserve Corporation | CAD001830981 |
| | C & D Aerospace | C & D Aerospace | CAL000005432 |
| | C and D Charter | C & D Technologies, Inc. | IND000810754 |
| | C B Fleet Co. Inc. | C B Fleet Co. Inc. | VAD981040330 |
| | C E Thurston and Sons Inc. | C E Thurston and Sons Inc. | NCT000002758 |
| | CJ Media (CJ Printing) | CJ Media (CJ Printing) | CAL000111621 |
| | C R Bard Inc. | C R Bard Inc. | SCD084707298 |
| | Cabarrus County Schools | Cabarrus County Schools | Small Qty - EXEMPT |
| | Cabarrus Mem Hospital | Cabarrus Memorial Hospital d/b/a NorthEast Medical Ctr | NCD982127847 |
| | Caldwell County | Caldwell County | SCD044442333 |
| | Calgon Carbon & Related Parties | Calgon Carbon Corporation | |
| | Calgon Carbon Corporation | | KYD005009923 |
| | Calgon Carbon Corporation | | PAD000736942 |
| | California Community News | California Community News | CAL000141076 |
| | Callaway Chemical (Formerly Mayo Chemical) | BHJ Chemical Company, LLC | GAD003277191 |
| | Camden Board of Education & Related Parties | Camden Board of Education | |
| | Camden Board of Education | | NJD986597128 |

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| | Camden Board of Education | | NJD986597292 |
| | Camden County College | Camden County College | NJD076954254 |
| | Camel City Poster Productions | Camel City Poster Productions | NCD000108795 |
| | Campbell County Vo Tech Center | Campbell County Vo Tech Center | VAR000008649 |
| | Cannon Virginia Inc | Cannon Virginia Inc | VAD982362428 |
| | Capco Machinery Systems | Capco Machinery Systems | Small Qty - EXEMPT |
| | Cape May Country Board & Related Parties | County of Cape May, New Jersey | |
| | Cape May County Court House | | NJD981483167 |
| | Cape May County Mosquito Comm | | NJD982722837 |
| | Cape May County Prosecutors Office | | NJD981483167 |
| | County Mosquito Commission | | NJD982722837 |
| | Capistrano Unified School Dist | Capistrano Unified School District | CAL000014207 |
| | Capital Broadcasting Co. Inc. | Capitol Broadcasting Company, Inc. | NCTMP0001313 |
| | Capitol Manufacturing Company | Harsco Corporation | OHD004281663 |
| | Cardinal Industrial Park LLC | Cardinal Industrial Park LLC | Small Qty - EXEMPT |
| | Cardinal Ohara High School | Cardinal Ohara High School | PAD982662405 |
| | Carilion Bedford Memorial Hospital | Bedford Memorial Hospital | Small Qty - EXEMPT |
| | Carilion Consolidated Labs & Related Parties | Quest Diagnostics Incorporated | |
| | Carilion Consolidated Laboratory | | VAD088225066 |
| | Carilion Consolidated Labs | | VAD074753302 |
| | Carl and Dianna Pacifico | Carl and Dianna Pacifico | NJC876041708 |
| | Carnegie Mellon University | Carnegie Mellon University | PAD039609920 |
| | Carocon Corporation | Carocon Corporation | NCTMP0001471 |
| | Carol Sullivan | Carl A. Sullivan | 40CFR261416 |
| | Carolina Biological | Carolina Biological Supply Company | NCD003219789 |
| | Carolina Design LTD | Carolina Design LTD | NCD982081648 |
| | Carolina Equipment Refurbishing | Carolina Equipment Refurbishing | NCD000359562 |
| | Carolina Handling inc. | TB Hilton LLC | NCD000776740 |
| | Carolina Packaging Company | Carolina Packaging Company | NCD006342980 |
| | Carolina Power & Light & Related Parties | Carolina Power and Light | |
| | Carolina Power and Light | | NCD091570960 |
| | Carolina Power and Light | | NCD981019128 |
| | Energy and Environmental Center | | EXEMPT |
| | Carolina Tractor | Carolina Tractor | Small Qty - EXEMPT |
| | Carolina Wholesale Office Machines (For Monroe Systems For Business | Monroe Systems For Business Inc | SCD055063192 |
| | Carpenter Technology Corp. & Related Parties | Carpenter Technology Corp. | |
| | Carpenter Technology Corp. | | NJD002203438 |
| | Carpenter Technology Corporation | | PAD002344315 |
| | Carrier Corp & Related Parties | Carrier Corp. | |
| | Carrier Corp | | DE0046627766 |
| | Walter Kidde Corporation | | NCD101737864 |
| | Carrolls Foods Inc. | Murphy-Brown LLC | NCD099812364 |
| | Carstruction Inc | Carstruction Inc. | VAR000000042 |
| | Casey Imports Jeep Eagle | Casey Imports Jeep Eagle | VAD982366155 |
| | Cash Farms inc. | Cash Farms Inc. | Small Qty - EXEMPT |
| | Castek | Castek Inc. | PAD987328796 |
| | Catasauqua High School | Catasauqua High School | PAP000003260 |
| | Caterpillar Inc | Caterpillar Inc | PAD005569538 |
| | Cato Oil Company | Cato Oil Company | MAD000009589 |
| | Celanese Chemicals | Celanese Ltd. | TXD026040709 |
| | Celanese Fibers Company / Hoechst Celanese | Celenese Acetate LLC | VAD005007679 |
| | Celgene Corporation | Celgene Corporation | NJD981874779 |

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| Cello Corporation | Cello Corporation | MDD003073962 |
| Cellular Products | Zeptomatrix Corporation (on behalf of Cellular | NYD986995181 |
| Central Coating and Assembly | Central Coating and Assembly | MID982065906 |
| Central Piedmont Community College | Central Piedmont Community College | NCD981861198 |
| Centre Engineering Inc. | TRS Ceramics, Inc., d/b/a TRS Technologies | PAD051653608 |
| Century City Shopping Center | Century City Shopping Center, Westfield | CAL000048811 |
| Ceramco | Ceramco, Inc. | NCR000002170 |
| Cenveo Inc & Related Parties | Imperial Litho | |
| Imperial Litho | | AZD983480732 |
| CES Gaffey (For Gaffey Incorporated of TX) | Crane Equipment & Service, Inc. | TXD988078051 |
| CH Heist | Veolia ES Industrial Services, Inc. | NCCESQG |
| Champion Roller & Related Parties | American Roller Co. | |
| Champion Roller | | SCD153208400 |
| Champion Roller | | SCD987589058 |
| Charlatte of America | Charlatte of America | Small Qty - EXEMPT |
| Charlotte / Douglas International Airport | Charlotte / Douglas International Airport | NCD986216281 |
| Charlotte Mecklenburg Utility Dept. | Charlotte Mecklenburg Utility Dept. | Small Qty - EXEMPT |
| Charlotte Mecklenburg Schools & Related Parties | Charlotte Mecklenburg Schools | |
| Charlotte Mecklenbrug School Maint | | NCR000007245 |
| Charlotte Mecklenburg Schools | | NCTMP0001570 |
| Charlotte Paint and Body Shop | Charlotte Paint and Body Shop | NCD982148462 |
| Charlotte Sun Roof | Charlotte Sun Roof | Small Qty - EXEMPT |
| Charleston County School Dist & Related Parties | Charleston County School District | |
| Charleston County School Dist | | SCD982118036 |
| Charleston County Schools | | SCD008231755 |
| Chatham County Schools | Chatham County Schools | NCTMP0001132 |
| Chattanooga City Schools | The Chattanooga City Schools, and the Hamilton | TND987778057 |
| Chem Central | Chem Central | PAR000001305 |
| Chem Gen Corporation | ChemGen Corp. | MDP000003230 |
| Chem Service Inc. | Chem Service, Inc. | PAD042255869 |
| Chem Way Corp. | Chem Way Corp. | NCCESQG |
| Chemical Analytics, Inc. | Chemical Analytics, Inc. | MID985568021 |
| Cherokee Co. Schools Dist. 1 | Cherokee Co. Schools Dist. 1 | SCTMP0001094 |
| Cherry Hill School District & Related Parties | Cherry Hill School District | |
| Cherry Hill East High School | | NJD120478540 |
| Cherry Hill West High School | | NJD962716698 |
| Chesapeake General Hospital | Chesapeake General Hospital | VAD077923761 |
| Chesapeake Public Schools | Chesapeake Public Schools | VAD988193934 |
| Chester High School | Chester High School | EXEMPT |
| Chestnut Hill Academy | Chestnut Hill Academy | PAD075512475 |
| Chestnut Hill College | Chestnut Hill College | PAD020069932 |
| Childrens Hospital | Childrens Hospital | PAD982566465 |
| Childrens Hospital of Kings Daughters | Children's Hospital of The King's Daughters, Inc. | VAD988218574 |
| Childress Klein Properties | Childress Klein Properties, Inc. | |
| Chillers Services Inc. | Chiller Services Inc. | Small Qty - EXEMPT |
| China Grove Textiles | China Grove Textiles | |
| Chippenham Medical Center | Chippenham Medical Center | VAD988211843 |

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| Church and Dwight Co. Inc. | Church and Dwight Co. Inc. | OHD097622153 |
| Circle K Stores Inc | Circle K Stores Inc. | MP8137445266 |
| Citgo Petroleum Corp. & Related Parties | Citco Petroleum Corp. | |
| Citgo Petroleum | | SCD000792671 |
| Citgo Petroleum Corporation | | NCD000609719 |
| City Auto Parts | General Parts, Inc. | VAD988223285 |
| City of Bedford Dept of Wastewater Treatment | City of Bedford Dept of Wastewater Treatment | Small Qty - EXEMPT |
| City of Burlington | City of Burlington | NCTMP0001571 |
| City of Charlottesville | City of Charlottesville | VAP000005142 |
| City of Chesapeake & Related Parties | Chesapeake City Parks & Rec | |
| Chesapeake City Parks & Rec | Chesapeake City Parks & Rec | VAD988172193 |
| Chesapeake City Sts & Maint | Chesapeake City Sts & Maint | VAD981740558 |
| Chesapeake City Traffic Eng | Chesapeake City Traffic Eng | VAD988223491 |
| City of Durham | City of Durham | NCTMP0001876 |
| City of Fairhope | City of Fairhope, Alabama | AL0000324764 |
| City of Greensboro, NC & Related Parties | City of Greensboro, NC | |
| City of Greensboro | | NCD981468408 |
| City of Greensboro | | NCTH04191011 |
| City of Hampton Fleet Mgt Div | City of Hampton, Virginia | VAD982566838 |
| City of Hopewell | City of Hopewell | VAD988203956 |
| City of Iowa City | City of Iowa City, Iowa | AP000001266 |
| City of Myrtle Bch Maint | City of Myrtle Beach | SC0000110031 |
| City of Niagara Falls Wastewater Treatment Plant (The) | Niagara Falls Water Board | NYD982717779 |
| City of Norfolk Public Works | City of Norfolk Public Works | VAP000003455 |
| City of Olathe | City of Olathe | KSD980681964 |
| City of Poquoson | City of Poquoson | |
| City of Portsmouth PWC | City of Portsmouth PWC | VAD988193314 |
| City of Raeford | City of Raeford, N.C. | Small Qty - EXEMPT |
| City of Raleigh, NC & Related Parties | City of Raleigh, NC | |
| City of Raleigh | | NCD981473648 |
| City of Raleigh Public Utilities Operations Center | | NCTMP0001778 |
| City of Raleigh Public Utilities Operations Center | | NCTMP0001705 |
| City of Richmond & Related Parties | City of Richmond | |
| City of Richmond Dept. of Public Works | | |
| City of Richmond Traffic Engineering | | VAD981043276 |
| City of Richmond Water Treatment Plant | | VAD988198131 |
| City of Richmond WWT Plant | | VAD980826861 |
| City of Rock Hill & Related Parties | City of Rock Hill | |
| C O Rock Hill WWTP | | SCD000870055 |
| City of Rock Hill Manchester WWTP | | SCD000870055 |
| City of San Diego | City of San Diego | CAD9981390883 |
| City of Southfield | City of Southfield | MID020826509 |
| City of Sterling | City of Sterling, Kansas | KS0000186874 |
| City of Whittier | City of Whittier | CAS111111019 |
| City of Winston Salem | City of Winston-Salem | NCD981746589 |
| City of Zanesville Waste Water Treat Plant | City of Zanesville | OHT460001027 |
| City University of New York College of Staten Island | City University of NY College of Staten Island | NYD982537292 |
| Clark Lift Services Inc. | CSI Enterprises, Inc. | PAD040947632 |
| Classic Litho | Classic Litho & Design | CAL000148748 |
| Claymont High School | Board of Education of the Brandywine School | DEP000001107 |
| Clayton County School System | Clayton County School System | GATMP0001544 |

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| Clear Print | Clear Print | CAD981964000 |
| Coastal Eagle Point Oil Co. | Coastal Eagle Point Oil Company | NJD990753162 |
| Cobb County Toyota | Cobb County Toyota | GAD981268931 |
| Coca Cola Bottling & Related Parties | Coca-Cola Bottling Co. Consolidated | |
| Coca Cola | | CAD008232522 |
| Coca Cola | | NCD067421396 |
| Coca Cola Bottling Co Affiliated Inc | | NA |
| Coca Cola Bottling Co Consolidated Inc | | VAD003126059 |
| Coca Cola Company | | GAD003296175 |
| Cofimco USA | Cofimco USA | VAP000013374 |
| Cogsdill Tool Products | Cogsdill Tool Products | SCD005320544 |
| Cole Chevrolet Cadillac Inc. | Cole Chevrolet Cadillac Inc. | WVD982573883 |
| College of Morris | County College of Morris | NJD040754012 |
| College of Wooster (The) | The College of Wooster | OHD982063109 |
| Colonial Williamsburg Foundation & Related Parties | Colonial Williamsburg Foundation | |
| Colonial Williamsburg Foundation | | VAD007942201 |
| Colonial Williamsburg Foundation | | VAD007942014 |
| Colorcraft of Virginia | Colorcraft of Virginia | VAD988201646 |
| Colors on Parade | Mobile Autobody & Paint, Inc., dba Colors on Parade | Small Qty - EXEMPT |
| Colt Industries Elox Div. | Coltec Industries, Inc. | NCD056477953 |
| Columbia Energy Group (For Columbia Lng Corporation) | Columbia Energy Group (For Columbia Lng | MDD982576662 |
| Columbia Metropolitan Airport | Columbia Metropolitan Airport | SCR000005447 |
| Commonwealth Laminating | Commonwealth Laminating | VAR000008433 |
| Commonwealth of VA & Related Parties | Commonwealth of Virginia Division of Consolidated | |
| Consolidated Laboratory Services Division | | VAD980551493 |
| Department of Corrections | | VAP000009534 |
| Health and Safety | | VAD000798652 |
| Medical College of VA Virginia Commonwealth University | | VAD000798645 |
| VA Dept of Environmental Quality | | VAP000011089 |
| VDOT Elko Materials Div Sandstone VA | | VAD980918189 |
| Virginia Department of Agriculture | | VAP000003855 |
| Virginia Department of Health | | VAP000003913 |
| Virginia Department of Transportation | | VAP000010037 |
| Virginia Department of Transportation | | VAD988224820 |
| Virginia Department of Transportation | | VAD980719736 |
| Virginia Department of Transportation | | VAD980714646 |
| Virginia Department of Transportation | | VAD980714760 |
| Virginia Department of Transportation | | VAD980715064 |
| Virginia Department of Transportation | | VAP000009875 |
| Virginia Department of Transportation | | VAD988196150 |
| Virginia Department of Transportation | | VAD982570038 |
| Virginia Department of Transportation | | VAD000013330 |
| Virginia Department of Transportation | | VAD980918189 |
| Virginia Department of Transportation | | |
| Virginia Department of Transportation | | VAD982705162 |
| Virginia Department of Transportation | | VAP000009862 |
| Virginia Department of Transportation | | VAP000009820 |
| Virginia Dept of Transportation | | VAP000005141 |
| Virginia Institute of Marine Science College of William and Mary | | VAD066023342 |

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| | Virginia State Water Control BD | | VAP000005743 |
| | Virginia State Water Control BD | | VAP000005669 |
| | Virginia State Water Control BD | | VAP000005668 |
| | Virginia State Water Control BD | | VAP000005742 |
| | Virginia Museum Of Fine Arts | | VAP000003211 |
| | Powhatan Correctional Center | | VAD982364770 |
| | St Brides Correctional Facility | | VAP000013302 |
| | Suffolk Health Dept. | | VAP000005779 |
| | Lunenburg Correctional Center | | EXEMPT |
| | Southampton Correctional Center | | VAD988202297 |
| | Southampton Correctional Comple | | VAD988202271 |
| | Staunton Correctional Center | | VAD990799835 |
| | Buckingham Correctional Center | | VAD982696023 |
| | Sea Shore State Park | | VAD988219028 |
| | Richard Bland College | | VAD982675837 |
| | Old Dominion University | | VAD041448465 |
| | Central Virginia Community College | | VAD982709727 |
| | Eastern Shore Community College | | VAP000003124 |
| | Commonwealth of Virginia Division of Consolidated Labs | | VAD980551493 |
| Communications Exhibits Inc | | Communications Exhibits Inc. | CESQG |
| Community Hospital Cyto Lab | | Community Hospital Cyto Lab | VAD988225066 |
| Community Memorial Health Center | | Community Memorial Health Center | 40CF8261 |
| Community Printing | | Community Printers | CAL000036599 |
| Compass Maps | | Compass Maps, Inc. | CAD988012213 |
| Component Repair Technologies Inc. | | Component Repair Technologies Inc. | OHD149190417 |
| Compuchem Laboratories | | Laboratory Corporation of America Holdings | NCD008376840 |
| Conap, Inc. (For Computer Link) | | Cytec Industries Inc. | NYD096297544 |
| Con Way Southern Express | | Con-Way Frieght Inc. | Small Qty - EXEMPT |
| Conagra Pet Products Company | | Conagra Foods Packaged Foods LLC | VAD982709669 |
| Concrete Supply Company | | Concrete Supply Company | Small Qty - EXEMPT |
| Consolidated Metal Products | | Consolidated Systems, Inc. | SCD047555453 |
| Consolidation Coal Company | | Consolidation Coal Company | PAD084591072 |
| Consumers Power Company Owosso Service Center | | Consumers Energy Company | MID120293022 |
| Continental Bank | | PNC Bank, National Association | PAD000002304 |
| Continental Maritime & Related Parties | | Continental Maritime of San Diego, Inc. | |
| | Continental Maritime | | CAD983646977 |
| | Continental Maritime | | CAD983646969 |
| | Continental Maritime | | CAD981418395 |
| Conway Eastern Express | | XPO Logistics Freight, Inc. | MAP000049578 |
| Cook Composites & Related Parties | | CCP Composites US LLC | |
| | Cook Composites & Polymers | | FLD980711378 |
| | Cook Composites and Polymers | | VAD055046049 |
| Cooper Tires & Related Parties | | Cooper Tire & Rubber Company | |
| | Standard Products | | SCD091318204 |
| | Standard Products | | NCD109146480 |
| | Standard Products Company | | NCD037152683 |
| Corbett Industries Inc. | | Corbett Industries Incorporated | NCT000002712 |
| Corbin Russwin Inc | | Corbin Russwin, Inc. | CTD052541695 |
| Core Laboratories | | Core Laboratories | CAD982473225 |
| Cornell University Medical Center & Related Parties | | Cornell University for and on behalf of its Joan and | |
| | Cornell University Medical College | | NYD020396438 |
| Corning Glass Works & Related Parties | | Corning Incorporated | |

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| | Corning Electronics | | NCD003195161 |
| | Corning Glass Works | | NYD067919183 |
| | Corning Glass Works | | NCD003938586 |
| Corning Pharmaceutical Services & Related Parties | | Covance Inc. | |
| | Hazelton laboratories | | VAD058607561 |
| | Hazelton laboratories | | VAD058607565 |
| Cosmetic Industries Inc. | | Cosmetic Industries Inc. | CAD003137821 |
| Cotton Inc. | | Cotton Incorporated | NCD095126702 |
| Coty Inc | | Coty, Inc. | NCD990883175 |
| Council Tool Company | | Council Tool Company | NCR000002618 |
| County Ford Company | | County Motor Company, Inc. | NCD902173387 |
| County of Delaware | | Delaware County Solid Waste Authority | PAP000006604 |
| County of Henrico | | County of Henrico | VAP000003425 |
| County of Morris Garage | | County of Morris Garage | NJD962739090 |
| County of Roanoke & Related Parties | | Roanoke County, Virginia | |
| | Mount Pleasant Fire & Rescue Station | | VAP000011100 |
| | Catawba Fire & Rescue Station | | VAP000011102 |
| | Cave Spring Fire Station | | VAP000011099 |
| | Fort Lewis Fire & Rescue Station | | VAP000011103 |
| | Masons Cove Fire & Rescue Station | | VAP000011101 |
| | Bent Mountain Fire & Rescue Station | | VAP000011104 |
| Court Count Airport Authority | | Cook County Airport Authority | GAJMP0001072 |
| Coyne Chemicals | | George S. Coyne Chemical Co., Inc. | PAD114336233 |
| CP Chemicals Inc | | CP Chemicals Inc | SCD070371885 |
| Crandall Corporation | | Crandall Corporation | SCD981864499 |
| Creative Litho | | Creative Litho | CAL000121721 |
| Crop Production Services | | Crop Production Services, Inc. | MDD000661687 |
| Crown Central Petroleum | | Crown Central LLC | Small Qty - EXEMPT |
| Crown Cork and Seal & Related Parties | | Crown Cork and Seal | |
| | Crown Cork and Seal | | MMD003074234 |
| | Crown Cork and Seal Company Inc. | | MDD000800169 |
| CSX Transportation & Related Parties | | CSX Transportation | |
| | CSX | | NCTMP0001514 |
| | CSX Transportation | | SCTMP0001357 |
| | CSX Transportation | | FLD982133480 |
| | CSX Transportation | | SCD980436398 |
| Curtis Metal Finishing Co | | Curtis Metal Finishing Company | MID098673486 |
| Custom Labels | | Custom Labels | VA0000966762 |
| Custom Resins | | Custom Resins | KYD082388372 |
| Cuzs Autobody Repair | | C.A.R. Inc. T/A Cuz's Autobody Repair | Small Qty - EXEMPT |
| Cycle Center | | Conception Enterprises, Inc. | Small Qty - EXEMPT |
| Cyprus Specialty Metals | | Albemarle Corporation, as former parent of Cyprus Specialty Metals | PAP000002754 |
| Dade Co Public Works | | Miami-Dade County Public Works and Waste | FLD980840813 |
| Daicolor Pope Inc. | | Diacolor Pope Inc. | NJD002520583 |
| Daikin McQuay (For McQuay International) | | Daikin Applied Americas Inc. | VAD074759739 |
| Damascus Corporation | | Damascus Corporation | Small Qty - EXEMPT |
| Dana Transport, Inc. (For Krajack Tank Lines Inc.) | | Dana Transport, Inc. (For Krajack Tank Lines Inc.) | NJD986570125 |
| Danaher & Related Parties | | Danaher Tool Group | |
| | Danaher Tool Group Inc | | NCD085083004 |
| | Gilbarco Inc | | NCD001115245 |
| | Inland Motor Division | | VAD000019364 |

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| Dare County Mosquito Control | Dare County | NCTMP0002067 |
| Darlington School | Darlington School | GAD984297176 |
| Dart Container Corporation | Dart Container Corporation | MID981787195 |
| Datascope Corp. & Related Parties | Datascope Corp. | |
| Datascope Corp | | NJD982794406 |
| Datascope Corp | | NJD982744406 |
| Datascope Corp | | NJD001660786 |
| Davidson College | Davidson College | NCD981018963 |
| Davis Boat Works | Davis Boat Works | VAD009819913 |
| Dawson Mfg. | Dawson Mfg. | CESQG |
| Dayton T Brown Inc | Dayton T Brown Inc | NYD002050177 |
| DC Public Schools & Related Parties | Civil Litigation Division | |
| DC Public Schools | | DCP000000910 |
| DC Public Schools Warehouse Center | | DCP000000831 |
| DCI Inc. | DCI Inc. | NCCESQG |
| Degussa Corporation | Evonik Corporation | ALD075045575 |
| Del Mar Avionics | Del Mar Avionics | CAD008286809 |
| Delaware Valley College of Science and Agriculture | Delaware Valley College of Science and Agriculture | PAD987274677 |
| Delmarva Power & Related Parties | Delmarva Power & Light Company | |
| Delmarva Power | | DED000621888 |
| Delmarva Power and Light Co | | DED000621417 |
| Delmarva Power and Light Co | | DED000621409 |
| Delmarva Services Company | Connectiv Properties and Investments, Inc. | DEP000000505 |
| Delta Chemical Corporation | Delta Chemical Corporation | MDD003068228 |
| Delux Cleaners | Deluxe Cleaners | KYDCESOG3353 |
| Dentsply The LD Cavlk Division | Dentsply International Inc. | DED083235549 |
| Depor Industries | Depor Industries | MID981001506 |
| Desert Industries | Deseret Industries | CAD981577463 |
| Detroit Free Press | Detroit Free Press | MID270012339 |
| Diamond Power Speciality Co. | Diamond Power International, Inc. | OHD092153683 |
| Dick Keffer Pontiac | Dick Keffer Pontiac -GMC Truck, LLC | NCD024493777 |
| Dick Shirley Chevrolet | Dick Shirley Chevrolet, Inc. | NCD981863855 |
| Dickinson College | Dickinson College | PAD003029253 |
| Dickinson High School & Related Parties | Dickinson High School | |
| Dickinson High School | | NJD127201929 |
| Dickinson High School | | DEP000000409 |
| Dictaphone Corporation | Nuance Communications, Inc. | FLD087332433 |
| Dielectric Laboratories Inc. | Dielectric Laboratories Inc. | NYD980651210 |
| Diocese Of Allentown Dept. Of Education | Diocese Of Allentown Dept. Of Education | PAP000002885 |
| Ditch Witch | Ditch Witch | Small Qty - EXEMPT |
| Diversey Corp. & Related Parties | JohnsonDiversey, Inc. | |
| Diversey Corporation | | MAD0000002543 |
| Diversey Corporation | | PAD000736975 |
| Diversey Water Technologies Inc. | Ecolab Inc. | NCD093342905 |
| Dixie Cleaners | Dixie Cleaners | SCR000005355 |
| Dixon Ticonderoga | Dixon Ticonderoga | NJD986578003 |
| Doc Machine Tool Service | Doc Machine Tool Service | Small Qty - EXEMPT |
| Dolan International Truck Inc. | International Truck Sales of Richmond, Inc. | VAD063498679 |
| Dollinger Corporation | Dollinger Corporation | VAD982362709 |
| Dolphin Line Inc. | Dolphin Line Inc. | CESQG |
| Dominion Dodge | Dominion Dodge | VAD023934888 |

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| Domtar Inc Buffalo Fuel Corp. | Domtar Inc. | NYD051809952 |
| Dorothea Dix Hospital | Dorothea Dix Hospital | NCD980747977 |
| Doty Brothers | Doty Bros. Equipment Co., dba Doty Bros. Const. Co. | CAL000187788 |
| Dow Chemical Company & Related Parties | The Dow Chemical Company | |
| General Latex and Chemical Corp. | | GAD001008317 |
| Hampshire Chemical | | MAD985294743 |
| Essex Specialty Prod Co | | NJD986596617 |
| Dow Jones & Related Parties | Dow Jones & Company | |
| Dow Jones and Co., Inc. | | GAD980842447 |
| Dow Jones and Company Inc. | | NCD113341986 |
| Dowlingtown Senior High School | Dowlingtown Area School District | PAD987279023 |
| Dowling College | Dowling College | NYD064724917 |
| Downey Glass Company | Downey Glass Company | CAD028489045 |
| Drexel University | Drexel University | PAD002604817 |
| Dudlik Industries | Dudlik Industries, Inc. | PAD002369122 |
| Duke Power & Related Parties | Duke Energy Carolinas, LLC | |
| Duke Power | | NCD986190387 |
| Duke Power Allen Steam Sta | | NCD043678937 |
| Duke Power Bad Creek Project | | SCD981472830 |
| Duke Power Belews Creek Steam | | NCD000856591 |
| Duke Power Buck Steam Station | | NCD054367892 |
| Duke Power Burlington Ops Ctr and Garage | | NCD982133613 |
| Duke Power Buzzard Roost Station | | SCD981759046 |
| Duke Power Catawba Nuclear Station | | SCD070619796 |
| Duke Power Co. Charlotte Garage | | NCD982086522 |
| Duke Power Co CMD Northern Division | | NCD108706029 |
| Duke Power Co. Greenville Garage (Wenwood) | | SCD981754328 |
| Duke Power Co. Jocassee Hydro Station | | SCD981867534 |
| Duke Power Co. Lee Steam Station | | SCD036241297 |
| Duke Power Co. Oconee Nuclear | | SCD043979822 |
| Duke Power Co. Matthews Ops Ctr | | |
| Duke Power College Street | | NCCESQG |
| Duke Power Company | | NCD024668535 |
| Duke Power Company | | NCD021393202 |
| Duke Power Company | | NCD043678929 |
| Duke Power Company | | SCTMP0001066 |
| Duke Power Company | | NCD986204931 |
| Duke Power Company Durham Garage | | NCD981760127 |
| Duke Power Company Kannapolis Operations Center | | EXEMPT |
| Duke Power Company Mooresville Ops Ctr. | | EXEMPT |
| Duke Power Company Saluda Hydro Station | | SCD982109225 |
| Duke Power Company Toddville Operations | | NCD981861438 |
| Duke Power Company Wateree Hydro Station | | SCD982101578 |
| Duke Power Company Winston Salem | | NCD981860869 |
| Duke Power Company/Cliffside Steam Station | | NCD043678986 |
| Duke Power Cowans Ford Hydro | | NCD982134140 |
| Duke Power Dearborn Hydro | | IKS060000049 |
| Duke Power Fairfax Facility | | NCD986204961 |
| Duke Power Great Falls Maintenance | | SCD987591914 |
| Duke Power Greensboro Garage | | NCD981861743 |
| Duke Power Hickory Garage & Op | | NCD982166563 |
| Duke Power High Paint Ops | | NCD986209956 |

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| | Duke Power Hwy 70 Garage and Durham Ops | | NCD986190379 |
| | Duke Power Lincoln Combustion Turbine | | NCD000041277 |
| | Duke Power Little Rock Ops | | NCD982086522 |
| | Duke Power Lookout Shoals Hydro | | EXEMPT |
| | Duke Power Madison Operations Ctr | | EXEMPT |
| | Duke Power Marshall Steam Station | | NCD043678879 |
| | Duke Power Oxford Hydro | | TKS050000219 |
| | Duke Power Print Shop | | NCD986191005 |
| | Duke Power Riverbend | | NCD024717423 |
| | Duke Power Rocky Creek Hydro | | SCD982170888 |
| | Duke Power Salisbury Ops Center & Garage | | EXEMPT |
| | Duke Power Spartanburg Ops Ctr | | SCCESQG |
| | Duke Power Wylie Hydro | | SC0000468710 |
| | Duke Power/Shelby Tie Substation | | EXEMPT |
| | McGuire Nuclear Station | | NCD108706029 |
| | Wenwood Stores Facility | | SCD981754328 |
| Duke University & Related Parties | | Duke University | |
| | Duke University | | NCD000813519 |
| | Duke University Medical Center | | NCD040029100 |
| | Duke University Medical Center | | NCD982077398 |
| Duplin County Schools | | Dupin County Schools | NCD982099871 |
| Duquesne University | | Duquesne University | PAD004501193 |
| Durham County General Hospital | | Durham Regional Hospital | NCD065299851 |
| Durham Public Schools & Related Parties | | Durham Public Schools | |
| | Durham City Schools | | NCD986194504 |
| | Durham County Schools | | NCD981759889 |
| | Durham County Schools | | NCTMP0001226 |
| | Durham Public Schools | | NCD986194504 |
| | Durham Public Schools | | NCD981759889 |
| | Durham Public Schools | | 40CFR261 |
| Durham Tech Comm. College | | Durham Tech Comm. College | NCD986214922 |
| Duron Paints & Wallcoverings | | Duron, Inc. | DCP000002321 |
| E.I. Dupont (Verbatim Corp. for Philips and Dupont Optical Co) | | E.I. duPont deNemours and Company | NCD981970840 |
| E Z Paints Corporation | | Newell Operating Company | TND987777943 |
| Eagle Bridges Marathon Ind. | | Eagle Bridges Marathon Ind. | GAD981278195 |
| Earl Tindol Ford | | Earl Tindol Ford | NCD981859309 |
| Earlham College | | Earlham College, Inc. | IND000002012 |
| East Carolina Heat Treat Service Inc. | | East Carolina Metal Treating, Inc | NCD040047466 |
| East Cooper Paint and Body | | East Cooper Paint & Body Shop Inc. | SCD982094872 |
| East Jordan Iron Works Inc. | | East Jordan Iron Works Inc. | MID006020309 |
| East Windsor School District Hightstown High School | | East Windsor Regional School District | NJX000257824 |
| Eastern College | | Eastern University | PAD987283801 |
| Eastern Foam Products | | Eastern Foam Products, Inc. | TNR000002758 |
| Eastern State College | | Eastern State College | OKP410137549 |
| Eastern Virginia Medical School | | Eastern Virginia Medical School | VAD981945058 |
| Eastman Kodak Company | | Eastman Kodak Co. | NYD980592497 |
| Easton Plating and Metal Finishing Inc. | | Easton Plating and Metal Finishing Inc. | PAD047356134 |
| Easton-Bell Sports (For Easton Sports) | | BRG Sports, Inc. | CAD009525098 |
| Eaton Corp & Related Parties | | Eaton Corporation | |
| | Cutler Hammer Inc | Eaton Electrical, Inc. | SCD099881245 |
| | Aeroquip Corp. | Eaton Aeroquip, LLC | NCD095457685 |
| | Aeroquip Corporation | Eaton Aeroquip, LLC | NCD051327963 |

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| | Aeroquip Corporation | Eaton Aeroquip, LLC | NCD040042426 |
| | Campbell Chain | Cooper Tools, LLC | PAD003014560 |
| | Cooper Ind. | Cooper Industries, LLC | SCD082227141 |
| | Cooper Industries Cooper Ajax | Cooper Industries, LLC | PAD005032073 |
| | Cooper Industries Lufkin Division | Cooper Tools, LLC | NCD042892067 |
| | Cooper Power Systems | Cooper Power Systems, LLC | WID066892498 |
| | Cooper Power Systems | Cooper Power Systems, LLC | SCD062702063 |
| | Cooper Power Systems Canonsburg | Cooper Power Systems, LLC | PAD004339297 |
| | Crouse Hinds Molded Products Division of Cooper Ind. | Cooper Crouse-Hinds, LLC | NCD065293870 |
| | Crescent Xcelite | Cooper Tools, LLC | SCD067012070 |
| | Eaton Corp | Eaton Corporation | NCD091258657 |
| | Eaton Corp | Eaton Corporation | NCD057029477 |
| | Eaton Corporation | Eaton Corporation | NCTMP0001198 |
| | G & H Technology | Cooper Crouse-Hinds, LLC | CAD981369655 |
| | Lufkin Cooper Inc. | Cooper Tools, LLC | NCD042892067 |
| | Joy Molder Products | Cooper Industries, LLC | NCD065293870 |
| | Eaton Crest Apartments | Eaton Crest Owners' Association | CAC001334608 |
| | Eby Company | Eby Company | PAD982570202 |
| | Ecology Environment Inc. | Ecology and Environment Inc. | NYD134319664 |
| | Edgecomb County Schools | Edgecomb County Schools | NDTMP0001133 |
| | Edgewood Press | Edgewood Press | CAL000018955 |
| | Ed's Automotive | Ed's Automotive, Inc. | Small Qty - EXEMPT |
| | Edward Valves | Flowserve Corporation | NCD004383386 |
| | Elan Pharmaceutical Research | Alkermes Gainesville, LLC | GAD981216609 |
| | Electra Gear | Regal-Beloit Corporation | CAD063126361 |
| | Electronic Navigation Industries | MKS Instruments, Inc. | NYD980786255 |
| | Electronic Precision Specialties | Electronic Precision Specialties | CAD981369408 |
| | Electroplate Rite Corporation (The) | The Electroplate Rite Corporation | VAD043344472 |
| | Eleven West | Eleven West | CESQG |
| | Elizabeth Board of Education | Elizabeth Board of Education | NJD000857888 |
| | Elks National Home | Elks National Home | SMLQTYGEN |
| | Elmira Free Academy | Elmira City School District | NYD100374396 |
| | EMC Global Technologies | EMC Global Technologies | PAD987380557 |
| | Emerald Packaging | Emerald Packaging | CAD981658024 |
| | Emerald Publications | Emerald Publications | CAL000162894 |
| | Emerson & Related Parties | Emerson Electric Co., Automatic Switch Co. | |
| | Emerson Network Power (ASCO Electrical Products) | ASCO Power Technologies, L.P. | NJD064286859 |
| | Emerson Power Transmission | Emerson Electric Co. | NYD002228625 |
| | Automatic Switch Company | Automatic Switch Company | NJD064286859 |
| | EMSL Analytical | EMSL Analytical, Inc. | |
| | Engineered Products | Engineered Products, LLC | SCD003355293 |
| | Engineering Development Laboratory | Engineering Development Laboratory | VAP000082149 |
| | Englewood Hospital | Englewood Hospital & Medical Center | NJD982726283 |
| | Environmental Enterprises Inc. | Environmental Enterprises Inc. | OHD083377010 |
| | Environmental Technology Inc. | Environmental Technology Inc. | VAD982661357 |
| | Epps Air Service | Epps Air Service, Inc. | GAD981222169 |
| | Equitrans | Equitrans | WVD988783221 |
| | Esschem Co. | Esschem, Inc. | PAD002296325 |
| | Essex Community College | Community College Biltmore County | MDP000006053 |
| | Ethyl Corp. & Related Parties | Ethyl Corp. | |
| | Ethyl Corporation | | TXP490218559 |
| | Ethyl Corporation | | TXD008096158 |
| | Ethyl Corporation | | NJD000310961 |

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| | Ethyl Corporation | | SCD043384072 |
| | Ethyl Corporation PDC | | LAD0000757286 |
| | Eurand America Inc. | Eurand America Inc. | OHD981092364 |
| | Eveready Battery & Related Parties | Eveready Battery Company | |
| | Eveready Battery Co Inc | | NCD003216462 |
| | Eveready Battery Co Inc | | NCD003184249 |
| | Eveready Battery Co Inc | | NCD000822957 |
| | Excell Refrigeration of SC | Excell Refrigeration of SC | |
| | Executive Printing | Executive Printing | GAD984319780 |
| | Exeter Township School District | Exeter Township School District | PAD987285806 |
| | Experimental Pathology Assoc. | Experimental Pathology Laboratories, Inc. | VAD066769217 |
| | Experimental Pathology Laboratories, Inc. | Experimental Pathology Laboratories, Inc. | NCD981473580 |
| | Exxon Mobil & Related Parties | Mobil Oil Corporation, Mobil Chemical Company, | |
| | Exxon Co USA | | VAD000731240 |
| | Exxon | | TND063192249 |
| | Exxon | | FLD000827121 |
| | Exxon #40163 | | FLD084247387 |
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| | Exxon 40287 | | FLD984196022 |
| | Exxon 44247 | | FLD984185660 |
| | Exxon 45927 | | FLD982143471 |
| | Exxon 46504 | | FLD984195875 |
| | Exxon 46582 | | FLD984196451 |
| | Exxon Biomedical Corp | | NJD000765081 |
| | Exxon Chemical America | | NJD000692905 |
| | Exxon Chemical America | | NJD000692906 |
| | Exxon Chemical Americas | | NJD002570893 |
| | Exxon Chemical Co Baton Rouge Plastics Plant | | LAD000778381 |
| | Exxon Co U S A | | PAD000731224 |
| | Exxon Co U S A | | SCD000825323 |
| | Exxon Co U S A | | NJD982281073 |
| | Exxon Co U S A | | FLD000827121 |
| | Exxon Co U S A | | NCD000825547 |
| | Exxon Co U S A | | NCD056478506 |
| | Exxon Co U S A | | NJD981489610 |
| | Exxon Co U S A | | NCD000825505 |
| | Exxon Co U S A | | SCD070368816 |
| | Exxon Co U S A | | VAP000003229 |
| | Exxon Co U S A | | VAM000003220 |
| | Exxon Co U S A | | CTD064827942 |
| | Exxon Co U S A | | VAD000019109 |
| | Exxon Co U S A | | VAP000003230 |
| | Exxon Co U S A | | GAD991275280 |
| | Exxon Co U S A | | VAD000731240 |
| | Exxon Co U S A | | NJD986599785 |
| | Exxon Co U S A | | SCD000825322 |
| | Exxon Co U S A | | PAD982565194 |
| | Exxon Company USA | | NJD982790594 |
| | Exxon Company USA | | NJD982790933 |
| | Exxon Company USA | | NJD982790081 |
| | Exxon Company USA | | NJD982793655 |

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| | Exxon Company USA | | NJD982792095 |
| | Exxon Company USA | | NJD982796237 |
| | Exxon Company USA | | NJD982796245 |
| | Exxon Company USA | | NJD986559108 |
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| | Exxon Company USA | | NJD982281529 |
| | Exxon Company USA | | NJD982533283 |
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| | Exxon Company USA | | NJD980776694 |
| | Exxon Company USA | | NJD986599126 |

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| | Exxon Company USA | | NJD986599421 |
| | Exxon Company USA | | NJD986599371 |
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| | Exxon Company USA | | NJD986599140 |
| | Exxon Company USA | | NJD986599553 |
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| | Exxon Company USA | | NJD986592924 |
| | Exxon Company USA | | NJD986599033 |
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| | Exxon Company USA | | NJD986599157 |
| | Exxon Company USA | | NJD986604965 |
| | Exxon Company USA | | VAP000003123 |
| | Exxon Company USA | | VAP000003064 |
| | Exxon Company USA | | TND063777007 |
| | Exxon Company USA | | TND063192249 |
| | Exxon Company USA | | SCD070368816 |
| | Exxon Company USA | | SCD000825331 |
| | Exxon Company USA | | PAD982565137 |
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| | Exxon Company USA | | NJD986599074 |
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| | Exxon Company USA | | NJD986598563 |
| | Exxon Company USA | | NJD986595866 |
| | Exxon Company USA | | NJD986598555 |
| | Exxon Company USA | | NJD986595817 |
| | Exxon Company USA | | NJD986595759 |
| | Exxon Company USA | | NJD986595734 |

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| | Exxon Company USA | | NJD986595726 |
| | Exxon Company USA | | NJD986595700 |
| | Exxon Company USA | | NJD986595684 |
| | Exxon Company USA | | NJD986595643 |
| | Exxon Company USA | | NJD986595635 |
| | Exxon Company USA | | NJD986595932 |
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| | Exxon Company USA | | NJD986598878 |
| | Exxon Company USA | | NJD986598852 |
| | Exxon Company USA | | NJD986598837 |
| | Exxon Company USA | | NJD986598829 |
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| | Exxon Company USA | | NJD986598787 |
| | Exxon Company USA | | NJD986598530 |
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| | Exxon Company USA | | NJD986598720 |
| | Exxon Company USA | | NJD986598662 |
| | Exxon Company USA | | NJD986598589 |
| | Exxon Company USA | | NJD986598597 |
| | Exxon Company USA | | NJD986598621 |
| | Exxon Company USA | | NJD986598639 |
| | Exxon Company USA | | NJD986598712 |
| | Exxon Company USA | | NJD986598704 |
| | Exxon Company USA | | NJD986598696 |
| | Exxon Pipeline Company | | NCD000640466 |
| | Exxon Station | | FLD984241828 |
| | Exxon Station | | FLD984197608 |
| | Exxon Station | | FLD984196220 |
| | Exxon Station | | FLT950053124 |
| | Exxon Station | | FLD984196014 |
| | Exxon Station 45296 | | FLD984185611 |
| | Exxon Terminal | | PAD980714802 |
| | Mobil Chem Co | | NJD053101085 |
| | Mobil Chemical Company | | MAD087451373 |
| | Mobil Oil Corp R and D | | NJD073745945 |
| | Mobil Oil Corporation | | NYD981138258 |
| | Mobil R and Corp | | NJD075481598 |
| Fair Oaks Hospital | | Inova Fair Oaks Hospital | VAD177048097 |
| Fairfax County Water Authority | | Fairfax County Water Authority | VAD980919393 |
| Fairfax County Fire Training Academy & Related Parties | | Fairfax County, Virginia | |
| | Fairfax County Fire Tranning Academy | | VAD981043144 |
| | Fairfax Co Fire Training Academy | | VAD988170528 |
| Fairleigh Dickinson Univ. & Related Parties | | Fairleigh Dickinson University | |
| | Fairleigh Dickinson University | | NJD982793986 |
| | Fairleigh Dickinson University | | NJD982727992 |
| | Fairleigh Dickinson University | | NJD119700102 |
| | Fairleigh Dickinson University CODM | | NJD099488371 |
| Falls City Machine Technology | | Kentucky Packaging Service LP | KYD981853468 |
| Falls Manufacturing | | U-Haul Co. of Pennsylvania | PAD055652036 |
| Farm Fresh Inc. & Related Parties | | Farm Fresh Inc. | |
| | Farm Fresh Inc | | VAP000013247 |

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| | Farm Fresh Inc | | VAP000013260 |
| Farrand Controls | | Ruhle Companies | NYD001390434 |
| Fast Track | | Fast Track High Performance Driving School, Inc. | Small Qty - EXEMPT |
| Fawn Industries | | Fawn Industries, Inc. | NCD067178707 |
| Federal Express & Related Parties | | Federal Express Corporation | |
| | Federal Express | | NYD986904712 |
| | Federal Express | | |
| | Federal Express Corp | | NCTMP0002294 |
| | Federal Express Corporation | | CAD006904726 |
| | Federal Express | | VAD988171476 |
| FEDERAL GOVERNMENT & RELATED PARTIES | | | |
| | Rock River Regional Waste Water Treatment Plt. | Rock River Regional Waste Water Treatment Plant | NCD991277773 |
| Feldspar Corporation | | The Feldspar Corporation | NCTMP0001785 |
| Fender Musical Instruments | | Fender Musical Instruments | CAD981383891 |
| Ferranti Technologies | | Ferranti Technologies | PAD981730633 |
| Ferro Corp | | Ferro Corp | OHD097625396 |
| Fiberweb North America | | Fitesa Simpsonville, Inc. | SCD982097164 |
| Fifield Printing | | Fifield Printing | CAL000075923 |
| Fina Oil and Chemical Company | | Total Petrochemicals & Refining USA, Inc. | MJD092338722 |
| Finn Industries | | Finn Industries, Inc. | CA1921874790 |
| Finnigan Corporation | | Thermo Elgetren | MDP000006848 |
| Firestone Fibers and Textiles Company | | Bridgestone Americas Tire Operations, LLC | NCD003150562 |
| First Baptist Church | | First Baptist Church of Fort Mill | SCTMP0001048 |
| Fisher Auto Parts Inc. | | Fisher Auto Parts Inc. | VAD988193876 |
| Fisher Diagnostics | | Instrumentation Laboratory Company | |
| Fisher Price | | Fisher Price | NYD002101863 |
| Fisher Printing | | Fisher Printing | CAL000143840 |
| Fisher Scientific & Related Parties | | Fisher Scientific Co. L.L.C | |
| | Fisher Scientific | | NJD986569101 |
| | Fisher Scientific | | NJD052207982 |
| | Fisher Scientific | | NJD004362056 |
| | Fisher Scientific | | NJD001255678 |
| | Fisher Scientific Co | | NCD072015332 |
| | Fisher Scientific Company | | GAD047957386 |
| | Fisher Scientific Inc | | NJD004362059 |
| Flanders Filters Inc | | Flanders Filters Inc | NCD045922986 |
| Fleetwood Enterprises & Related Parties | | Fleetwood Enterprises | |
| | Fleetwood Enterprises | Fleetwood Enterprises | CAD981383631 |
| | Fleetwood Homes of Virginia | Fleetwood Homes of Virginia | Small Qty - EXEMPT |
| Fleischman Distilling Co. | | Fleischman Distilling Co. | NJD981085558 |
| Fleischman Vinegar | | AB Mauri Food, Inc. | Exempt-SQG |
| Flint Hills Resources & Related Parties | | Flint Hills Resources, LP | |
| | Koch Chemical Co. | | MID072569510 |
| | Koch Refining Company C3667 | | NC0000772046 |
| Fluid Packaging Co., Inc. | | Church & Dwight Co. Inc. | NJD002568384 |
| FMC Corporation & Related Parties | | FMC Corporation | |
| | FMC | | DED073760167 |
| | FMC Corp Chemical Research and Development | | NJD000586164 |
| | FMC Corporation | | NCD986166429 |
| | FMC Corporation | | MDD003071875 |
| | FMC Corporation | | DED073760167 |
| | FMC Corporation | | SCD069196012 |
| | FMC Corporation Lithium Division | | NCD000771972 |

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| FN Manufacturing | FN Manufacturing | SCD991279399 |
| Foamex International | Foamex International | TND987776598 |
| Foote Mineral Company | Chemetall Foote Corporation | PAD002329456 |
| Ford Motor Company | Ford Motor Company | MID091955476 |
| Formosa Plastics Corporation, USA & Related Parties | Formosa Plastics Corporation, USA | |
| Formosa Plastics Corp Deleware | | DED002336394 |
| Formosa Plastics Corporation of Texas | | TXT490011293 |
| Forsyth County Env. Affairs Dept. | Dept. | NCD982077299 |
| Forwoodco (Lee L Woodward Inc) | Fortafil Fibers Inc. | MID001955020 |
| Fortafil Fibers Inc. | Forwoodco LLC | TND980803605 |
| Fosters Cleaners | Fosters Cleaners | SCDCESQG3038 |
| Frank Shelton Inc. | Frank Shelton Inc. | GAR000002337 |
| Franklin and Marshall College | Franklin and Marshall College | PAD981743487 |
| Franklin County School Board | Franklin County Board of Education | VAD9827077 |
| Franklin County Schools | Franklin County Board of Education | NCTMP0002057 |
| Franklin Elementary School | Franklin Elementary School | NJD059115567 |
| Franklin International | Franklin International, Inc. | OHD004280590 |
| Freudenberg Spunweb Co. | Freudenberg Spunweb Co. | NCD980804017 |
| Froehling & Robertson Inc. | Froehling & Robertson Inc. | Small Qty - EXEMPT |
| Fuji Copian Corp | Fujicopian Corp., Ltd. | SCD987570520 |
| Gardner Machinery | Gardner Machinery Corporation | NCD986188647 |
| Gaston County Dyeing Machine | Gaston County Dyeing Machine Co. | NCD003149291 |
| Gates Rubber Company | Gates Corporation | SCD082229493 |
| G B Formentation Ind., Inc. | GB Fermentation Ind. Inc. | SCD083418491 |
| GD Package Machinery | GD USA, Inc. | VAR000006767 |
| Gebe Electronic Service Inc. | Gebe Electronic Service Inc. | CAD981896286 |
| Gemchem Inc. | Gemchem Inc. | PAD009439662 |
| Gen Forms | Crabar, Inc. | CAL000027576 |
| General Chemical Corp. & Related Parties | General Chemical Corp. | |
| General Chemical Corp | | GADCESQ60464 |
| General Chemical Corp | | PAD990823742 |
| General Engineering Laboratories | Gel Laboratories, LLC | SCD982159212 |
| General Super Plating Co Inc | General Super Plating Co Inc | NYD981182538 |
| Gene's Village Rental | United Rentals (North America), Inc. | TKS060000015 |
| Genesis Aviation | Genesis Aviation | CESQG |
| Genpak (Nenpak) | Genpak LLC. | Small Qty - EXEMPT |
| Gent L Kleen Products | Gent L Kleen Products | PADED0002443 |
| Geo Specialty Chemical Inc. & Related Parties | Geo Specialty Chemical Inc. | |
| Henkel | | NJD0077557684 |
| George Wash Univ & Related Parties | George Washington University | |
| George Washington University | | DCD981108368 |
| George Washington University Office of Safety and Security | | |
| Georgia Institute of Technology & Related Parties | Georgia Institute of Technology | |
| Georgia Institute of Technology | | GAD003321619 |
| Georgia Tech | | GAD003321619 |
| Georgia Pacific & Related Parties | Georgia-Pacific LLC | |
| Fort Howard Cup Corporation | | MDD003073095 |
| Georgia Pacific | | SCD000813634 |
| James River Corp PL 5 | | SCD982097164 |
| James River Corporation | | NJD057143984 |
| James River Graphics Inc | | MAD000846378 |
| James River Graphics Inc | | MAD001115765 |

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| Georgian Court College | Georgian Court University | NJD080951007 |
| Gerber Scientific, Inc. (For Coburn Optical) | Gerber Scientific International, Inc. | VAD023700032 |
| GF Office Furniture | GF Office Furniture, Ltd, L.P. | TKSOG0000758 |
| Gichner Systems & Related Parties | Gichner Systems Group, Inc. | |
| Gichner Mobile Systems | | PAD051658573 |
| Gichner Mobile Systems | | NCD980845812 |
| Gist Brocades USA Inc. | Gist Brocades USA Inc. | SCD083418491 |
| Givaudan Corporation & Related Parties | Givaudan Flavors Corporation | |
| Givaudan Corporation | | NJD986598340 |
| Fries and Fries | | OH053072815 |
| Givens Trucking Inc | Givens Trucking Inc | VAD988215174 |
| Gleason Works & Related Parties | Gleason Works | |
| Alliance Precision Plastics | | NYD981874472 |
| Gleason Works | | NYD002205755 |
| Gloucester County College | Gloucester County College | NJD982794851 |
| GM Nameplate & Related Parties | GM Nameplate, Inc. | |
| ACME Name Plates | | NCD003156510 |
| ACME Nameplate and Mfg Co Inc | | SCD074507518 |
| Good Motor Company | Good Motor Company | SCD982094757 |
| Goodwill Industries | Goodwill Industries | Small Qty - EXEMPT |
| Goodyear Tire & Related Parties | The Goodyear Tire & Company | |
| Goodyear Tire & Rubber | | SCD050189851 |
| Goodyear Tire Rubber Company | | NYD002123495 |
| Gould Electronics, Inc. & Related Parties | Gould Electronics, Inc. | |
| Gould, Inc. | | OHD098905946 |
| Gould Inc | | OHD097546113 |
| Gould Inc | | ILD074562315 |
| Gould Inc | | AZD000625715 |
| Gould, Inc. Foil Division | | OAD098905946 |
| Granby High School | Granby High School | VAD988174108 |
| Graphic Packaging Flexible | Graphic Packaging International, Inc. | NCD982092041 |
| Gray Distribution Services | Gray Television, Inc. | GAD000640953 |
| Grease Master | Custom Industries Inc. | Small Qty - EXEMPT |
| Great Falls High School | Great Falls High School | Small Qty - EXEMPT |
| Great Lakes Terminal & Transport Corp | Great Lakes Terminal & Transport Corp | ILD067470641 |
| Greater Egg Harbor Regional High School | Greater Egg Harbor Regional High School | NJD004816559 |
| Greenbrier Motors | Greenbrier Motors | Small Qty - EXEMPT |
| Greenville Memorial Hospital | Greenville Health System, f/k/a Greenville Hospital | SCD982083354 |
| Greenville Technical College | Greenville Technical College | SCD981474315 |
| Greenwood Fabrication & Plating, LLC (For Greenwood Plating Inc) | GWB of Greenwood, Inc. | SCD981920374 |
| Gregorys Body Shop | Gregorys Auto Body Shop, LLC | VAR000005306 |
| Gregson Manufacturing | Loewenstein, Inc. | NCD982124646 |
| Greyhound Lines Inc. | Greyhound Lines Inc. | MSD982165664 |
| Griffins Dry Cleaning & Laundry | Griffins Dry Cleaning & Laundry, Inc. | FLD984259838 |
| Grinnell Fire and Protection | Grinnell Fire and Protection | PAR000030353 |
| Gross & Sons P & B 1 | Gross & Sons P & B 1 | FLD982136020 |
| GT Color Graphics | GT Color Graphics | WAD988487898 |
| Guilford County School System & Related Parties | Guilford County School System | |
| Greensboro Public Schools (Board of Ed) | | NCTMP0002100 |
| Guilford County School System | | EXEMPT |

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| | High Point Central High School | | NCTMP0001174 |
| | Guilford Fibers Inc. | Guilford Fibers Inc. | NCD980711196 |
| | Guilford Technical Community College | Guilford Technical Community College | NCD982164451 |
| | Gulf Copper and Manufacturing Corp | Gulf Copper and Manufacturing Corp | TXD008090533 |
| | Gwinnett County Schools | Gwinnett County Schools | GATMP0001554 |
| | Gwynedd Mercy College | Gwynedd Mercy College | PAD982567828 |
| | H.B. Fuller Co | H.B. Fuller Company | MID065850620 |
| | H Muehlstein and Co., Inc. | H. Muehlstein & Co., Inc. | OHP277000253 |
| | H Roebuck Cabinets | H Roebuck Cabinets | GACESQ50333 |
| | Haco Inc | to HACO Inc. | ILD084317452 |
| | Hager Hinge Co | C. Hager & Sons Hinge Manufacturing Co. | MSD030422489 |
| | Haldex Hydraulics Ccorporation (f/k/a John S Barnes Corp) | Concentric Rockford Inc. | NCD981932734 |
| | Halifax Regional Hospital | Halifax Regional Hospital | VAD065399677 |
| | Hallmark Cleaners | Hallmark Cleaners | MSD041221987 |
| | Halocarbon Products Corp. | Halocarbon Products Corp. | SCD980840193 |
| | Hamburg Area School District | Hamburg Area School District | PAD094229861 |
| | Hambys Garage & Body Shop | Hambys Garage & Body Shop | GAD981217524 |
| | Hamilton Beach Proctor Silex Inc. | Hamilton Beach Proctor Silex Inc. | NCD001839521 |
| | Hanesbrands, Inc. & Related Parties | Hanesbrands, Inc. | |
| | Liberty Fabrics | | VAD130531106 |
| | Sara Lee | | SCCESQG |
| | Sara Lee Socks | | NCT000002808 |
| | Hangsterfers Laboratories Inc | Hangsterfers Laboratories Inc | NJO000607291 |
| | Hanlon Plating Co., Inc. | Hanlon Plating Co., Inc. | VAD982579484 |
| | Hanover County | Hanover County | Small Qty - EXEMPT |
| | Harmac Medical Products inc. | Harmac Medical Products inc. | NYD059591339 |
| | Harnett County Board of Education | Harnett County Board of Education | NCTMP0002218 |
| | Harrell Ind. & Related Parties | Harrell Industries Inc. | |
| | Harrell Industries Inc. | | SCD982077942 |
| | Harrell Industries Inc. | | SCD982077943 |
| | Harris Corp. & Related Parties | Harris Corporation | |
| | Harris Corporation | | NYD002204600 |
| | Harris Corporation RF Communications | | NYD980646111 |
| | Harris Teeter | Harris Teeter | Small Qty - EXEMPT |
| | Harrisburg High School | Harrisburg High School | PAP000002233 |
| | Harrowe Servo Controls | American Precision Industries | PAD002343614 |
| | Haverford College | Corporation of Haverford College | PAD980230189 |
| | HCA Regional Medical Center | Aiken Regional Medical Center | SCD982116568 |
| | Heinz (Starkist Caribe) | H.J. Heinz Company and Starkist Caribe, Inc. | PRD980644397 |
| | Helena Chemical | Helena Chemical Company | TXD046320750 |
| | Helicoflex Company Components Division | Helicoflex Company Components Division | SCD083421982 |
| | Henredon Furniture | Furniture Brands International Inc. | NVD003163888 |
| | Henrico Doctors Hospital | Henrico Doctors Hospital | VAR000000315 |
| | Henry Wurst Inc | Henry Wurst Inc. | NCD982162133 |
| | Heritage Environmental Services | Heritage Environmental Services, LLC | NCD121700777 |
| | Hermitage Foundation | Hermitage Foundation | VAP000013297 |
| | Hewlett Packard Oki Printed Circuits | Hewlett Packard Oki Printed Circuits | PRD987374527 |
| | HGP Industries | Oldcastle Glass Rock Hill | SCD101789287 |
| | Hi Shear Corp | Hi Shear Corp | CAD990843377 |
| | Hi Tech Circuits | Hi Tech Circuits | NCD982164121 |
| | Hickory Springs & Rrlated Parties | Hickory Springs Manufacturing Company | |
| | Hickory Springs | | ORD053597316 |

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| | Hickory Springs | | CAL000115990 |
| | Hickory Springs | | CAL000114893 |
| | Hickory White | Henry White Upholstery | NCD053487716 |
| | High Point Regional Hospital | High Point Regional Health System | NCD077847952 |
| | Highland Plastics | Highland Plastics | CAD008281321 |
| | Hitachi Electronic Devices (USA), Inc. | Hitachi Electronic Devices (USA), Inc. | SCD987002032 |
| | Hoechst Celanese | | |
| | Holcim (US) Inc., f/k/a Holnam | Holcim (US) Inc. | SCD003368891 |
| | Holy Name High School & Related Parties | Holy Name High School | |
| | Holy Name High School | | DH2987044120 |
| | Holy Name High School | | OHD987044120 |
| | Homasote Company | Homasote Company | NJD002328250 |
| | Homestead Materials Handling Co. | Homestead Materials Handling Co. | VAD023940158 |
| | Honda Power Equipment MFG Inc. | Honda Power Equipment Mfg., Inc. | NCD980840466 |
| | Honeywell & Related Parties | Honeywell International Inc. | |
| | Siebe North Inc. | | SCD003339207 |
| | Hoover High School | Glendale Unified School District | CAC000131285 |
| | Hope College | Hope College | MIG000003273 |
| | Hordis Brothers Inc. | Oldcastle Building Envelope | SCD101789287 |
| | Houghton / USF Holland | Houghton / USF Holland | Small Qty - EXEMPT |
| | House of Packaging | House of Packaging | CAD981420136 |
| | Howard University & Related Parties | Howard University | |
| | Howard University College of Pharmacy | | DCD106341449 |
| | Howard University Dept. of Chemical Engineering | | |
| | Howell Metal Company | Howell Metal Company | VAD988182606 |
| | Howmedica | Howmedica and Pfizer | NJD052077682 |
| | Howmet Corporation | Howmet Corporation | TND982101792 |
| | HTF Mechanical Services Inc. | HTF Mechanical Services Inc. | Small Qty - EXEMPT |
| | Hudson Bros. Trailer Mfg., Inc. | Hudson Bros. Trailer Mfg., Inc. | NCD056478969 |
| | Huffman and Sons Inc. | Cutting Edge Fabrication, Inc. | |
| | Hughes Aircraft & Related Parties | Huges Aircraft | |
| | Huges Aircraft | | SCD980846885 |
| | Huges Aircraft | | SCD987566254 |
| | Huls America | Degussa Corporations | NJD011246337 |
| | Huls Piscataway | Evonik Corporation | NJD011658481 |
| | Hunterdon Central Regional High | Hunterdon Central Regional High | NJD085696771 |
| | Hunterdon Developmental Center | Hunterdon Developmental Center | NJD986583375 |
| | IBM Corp. & Related Parties | International Business Machines Co. | |
| | IBM | | NYD000707901 |
| | IBM | | NCD000689165 |
| | IBM | | NC0000930727 |
| | IBM | | NCD000623165 |
| | IBM Corporation | | NYD084006741 |
| | IBM Corp Eastview | | NYD980653877 |
| | IBM Corporation | | VAD064872575 |
| | IBM Corporation | | NYD084008741 |
| | IBM Corporation | | NCD982094278 |
| | IBM Corporation | | NCD000623162 |
| | IBM Corporation | | KYD006375737 |
| | IBM Corporation | | CAD990843989 |
| | IBM Corporation | | NCD041463761 |
| | ICN Biomedicals Inc. | ICN Biomedicals Inc. | PAP000004019 |
| | II VI Incorporated | II VI Incorporated | PAD980917975 |

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| I.L. Long Construction Co. | I.L. Long Construction Co., Inc. | CESQG |
| ILC Dover Inc. | ILC Dover LP | DED033665621 |
| Illinois Central Railroad | Illinois Central Railroad Company | MSD0000813733 |
| Illinois Power & Related Parties | Illinois Power | |
| Illinois Power Company Central Meter Shop Decatur CMS | | |
| Illinois Power Co Baldwin Power Station BAP | | |
| Illinois Power Company | | ILD000806075 |
| IMC Fertilizer Inc. | IMC Fertilizer Inc. | FLD000826834 |
| INA Bearing Company Inc. | Schaeffler Group USA Inc. | SCN000000301 |
| IMC Magnetics (For Curtiss-Wright Corp.) | Curtiss-Wright Corp. | AZD008394355 |
| Indspec Chemical Corporation | Indspec Chemical Corporation | PAD982662710 |
| Industrial Drives | Danaher Motion Kollmorgen Industrial Drives | VAD003130531 |
| Industrial Fabricators | Industrial Fabricators of Virginia, Inc. | Small Qty - EXEMPT |
| Industrial Tectonics Bearings Corp. | Industrial Tectonics Bearings Corp. | CAD008334781 |
| Industrial Welding & Machine Corp | Industrial Welding & Machine Corp | Small Qty - EXEMPT |
| Infra Corp., Ltd | Infra Corp., Ltd | VAD093561652 |
| Ingallis Shipbuilding | Huntington Ingalls Incorporated | |
| Ingold Company Inc. | Ingold Company Inc., also: Stat, Inc. | NCCESQG |
| Ink Systems Inc | Ink Systems Inc. | CAD981446479 |
| Inland Container Corp | Temple - Inland | SCR0000001917 |
| Inolex Chemical Company | Inolex Chemical Company | PAD042261735 |
| Insulating Materials Inc. | Von Roll USA, Inc. | NYD052987096 |
| Intergrated Laboratory Systems | Intergrated Laboratory Systems | NCD981024573 |
| International Flavours & Related Parties | International Flavours + Fragrances Inc. | |
| International Flavors and Fragrances Inc | | NJD152421061 |
| International Flavors and Fragrances R and D | | |
| International Flavours Fragrances Inc | | NJD002194843 |
| Interprint Inc. | Interprint Inc. | |
| Interstate Brands Corporation | Interstate Brands Corporation | Small Qty - EXEMPT |
| INX International & Related Parties | INX International | |
| Ink International | | CAD030379903 |
| Inx International | | NVD986771350 |
| Inx International | | CAL000080780 |
| IPS Printing | IPS Printing | CAL000040465 |
| Isolated Ground | Isolated Ground | CAL000171778 |
| ITW (Illinois tool works) & Related Parties | ITW (Illinois Tool Works) | |
| Ark Les Special Products | | NCD045917267 |
| ITW Paktron | | VAD046998126 |
| ITW Shakeproof Speciality Products | | ILD990817249 |
| Plastiglide Manufacturing Company | | CTD001185474 |
| Wolf Range | | CAD007011349 |
| J & M Chevrolet | J & M Chevrolet | NCD982168510 |
| Jackson Laboratories | The Jackson Laboratory | MED042140433 |
| James Blair Intermediate School | James Blair Intermediate School | VAP000002524 |
| James Guenther | Estate of James G. Guenther | NJC876030164 |
| Jamisons Custom Corvette | Jamisons Custom Corvette | SCD982129876 |
| Jan Kens Enameling | Jan Kens Enameling | CAD008495588 |
| Jarvis Cutting Tools | Jarvis Cutting Tools | SCD001447663 |
| JBL Parker Parker Hanifan | Parker Hannifan Corporation | SCD982082067 |
| JDF Enterprises | JDF Enterprises | CAD073611105 |
| Jefferson County Courthouse | County of Jefferson, WI Courthouse | WID988619516 |
| Jefferson Smurfit Corp. | Smurfit - Stone Container Enterprises, Inc. | CAD982355257 |
| Jensen | Jensen | CAD008379091 |

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| Jerry Bishop Body Shop | Jerry Bishop Body Shop | SCDCESQG2210 |
| Jersey City State College | New Jersey City University | NJD087281537 |
| Jet Plastica | Jet Plastica Industries, Inc. | CESQG |
| Jevic Transportation | Jevic Transportation | Small Qty - EXEMPT |
| JFC Furniture Refinishing | JFC Furniture Refinishing | CAL000024124 |
| JL Clark Manufacturing | Precision Products Group, Inc. | MDD058594920 |
| JMO | JMO | SCD987591708 |
| John Randolph Hospital | John Randolph Hospital | VAD982570517 |
| Johns Hopkins University | Johns Hopkins University | MDD040549461 |
| Johnson Controls Inc. & Related Parties | Johnson Controls Inc. | |
| Johnson Controls | | TND987776408 |
| Johnson Controls Inc | | VAP000013308 |
| Johnson Controls Inc Foamch Plant | | KYD074708462 |
| Johnson County | Johnson County Kansas | KSD985017110 |
| Johnston Co Schools | Johnston County Board of Education | NCTMP0001536 |
| Johnston Willis Hospital | Johnston Willis Hospital | VAD066016585 |
| Juniata College | Juniata College | PAD072845035 |
| JVC Disc America | Cinram Operations, Inc. | ADD982097073 |
| JW Burress | BWJ, LLC | TKSQG0000073 |
| JWI Group Press Fabrics | Asten Johnson, Inc. | TKSQG0000706 |
| Kaba Ilco Unican Corporation & Related Parties | Kaba Corporation | |
| Ilco Unican Corp | | NCD045646924 |
| Ilco Unican Corporation | | NCD024895864 |
| Kaiser Fluid Technologies | Rockwell Collins, Inc. | NCD986192847 |
| Kaiser Permanente Medical Center | Kaiser Permanente Medical Center | CAD981427131 |
| Kanzaki Speciality Paper | Kanzaki Speciality Paper | MAD001119932 |
| KC Perimeter Ford | Perimeter Ford, Inc. | GAD981018922 |
| Keebler Company | Keebler Company | NCD982103186 |
| Keefer Dodge Inc. | Keefer, Inc. | NCD981861461 |
| Keeler Brass Automotive | FKI Industries | MID057042434 |
| Keller Ornamental Iron | Keller Ornamental Iron | TKSQG0000065 |
| Kellogg Company | Kellogg Company | MID005356209 |
| Kemron Environmental Services | Kemron Environmental Services | OHD986976728 |
| Kenan Transport | Kenan Transport LLC | NC0080883671 |
| Kerr Packaging Products Div | Kerr Group, Inc. | PAD072834971 |
| Ketema Corporation | Senior Operations LLC | MDD082612110 |
| Kettler and Scott Inc. | Kettler and Scott Inc. | VAP000003422 |
| Kewaunee Scientific Equipment Corporation | Kewaunee Scientific Corporation | NCD003217726 |
| Keystone Powdered Metal | Keystone Powdered Metal | NCD980839369 |
| Kim Lighting | Kim Lighting div. of Hubbell Lighting, Inc. | CAD128028254 |
| King Industries | King Industries, Inc. | CTD042279513 |
| Kings College | Kings College | PAD987388378 |
| Kinyo Virginia, inc. | Kinyo Virginia, Inc. | VAD982576100 |
| Kirk Paper & Graphics | Varitive Operating Company | CAL000105741 |
| Kirker Chemical Co., Inc. | Kirker Enterprises, Inc. | NJD002180834 |
| Kline Iron and Steel & Related Parties | Kline Iron & Steel | |
| Kline Iron and Steel | | SCD982168049 |
| Kline Iron and Steel | | SCD982167983 |
| Kline Iron and Steel | | SCD982167083 |
| Kline Iron and Steel | | SCD982160049 |
| Kline Iron and Steel | | SCD002167983 |
| KMart Corporation | KMart Corporation | NC0000992495 |
| Knauf Fiber Glass | Knauf Insulation GmbH | ALD982155178 |

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| Knotts Berry Farm | Knotts Berry Farm | CAD981394448 |
| Knox County Board of Education | Knox County, TN and its Board of Education | TND982173130 |
| Koger Air | Koger Air | VAD988199600 |
| Kolmar Laboratories Inc. | Kolmar Laboratories, Inc. | NYD990890444 |
| Kraft General Foods | Kraft Foods Global, Inc. | VAP000005682 |
| Kroger Warehouse | The Kroger Co. | Small Qty - EXEMPT |
| LA Envelope | LA Envelope | CAD983671801 |
| La Grange Moulding | Guardian Automotive Corp. | GAR000004514 |
| La Grange Plastics | Guardian Automotive Corp. | GAD000263343 |
| LaMotte Chemical Products | LaMotte Chemical Products | MDD003062866 |
| Laboratory Corp of America & Related Parties | Laboratory Corp of America | |
| | Lab Corp of America | KYDCESQG |
| | Laboratory Corp of America | KYDCESQG1111 |
| | Laboratory Corp of America | KYD981853558 |
| | Laboratory Corp of America | KY0083263937 |
| | Laboratory Corp of America | ILG |
| Lafayette College | Lafayette College | PAD041364522 |
| Lake Norman Paint & Body | Lake Norman Paint & Body | Small Qty - EXEMPT |
| Lamar Companies | Lamar Companies | NJD986608834 |
| Lane Construction | The Lane Construction Corporation | VAD000012080 |
| Lankenau Hospital | Main Line Hospitals Inc. | PAD073761041 |
| Laramie River Power Station | Basin Electric Power Cooperative | WYD086334315 |
| Las Virgenes Water District & Related Parties | Las Virgenes MWD | |
| | Las Virgenes Water District | CAL920685258 |
| | Las Virgenes Water District | CAD981377088 |
| Lasco Bathware | Lasco Bathware, Inc. | PAD980706873 |
| Laur Silicone Rubber Compounding Inc. | Laur Silicone, Inc. | MIG000006275 |
| Laurel School Bus Barn | Laurel School District | MSTMP0001974 |
| Lazar Industries | Lazar Industries | CAL000039693 |
| Leach Corporation | Leach Corporation | CAD000626812 |
| Lear Sigler | Lear Corporation | MID005227228 |
| Lebanon Valley College | Lebanon Valley College | PAD982568800 |
| Lecroy Corporation | Teledyne Lecroy, Inc. | NYD001636950 |
| Leggett & Platt Inc. & Related Parties | Leggett & Platt Incorporated | |
| | Leggett & Platt, Inc. | CAL000062742 |
| | Collier Keyworth | NCD003213568 |
| | Garcy Corp. | ALD081384901 |
| Lehigh County Community College | Lehigh County Community College | PAD039753785 |
| Leica Inc | Leica Microsystems Inc. | NYD002100295 |
| Lenox China & Related Parties | Brown-Forman Corporation | |
| | Lenox China | NJD002825074 |
| | Lenox China and Crystal | NJX000271775 |
| | Lenox China Mannheim | NJD980654180 |
| Lesco (John Deere Landscapes) | John Deere Landscapes | OHD083327262 |
| Lester Litho | Lester Litho | CAD982328320 |
| Lewisville High School | Lewisville High School | Small Qty - EXEMPT |
| Lexington Medical Components Inc. | Group, Inc. | CESQG |
| Libbey Owens Ford | Libbey Owens Ford | OHD005050406 |
| Liceo Ponceno | Liceo Ponceno Inc. | PRD987375078 |
| Life College | Life University Inc. | GAD981278385 |
| Lifenet Inc. | Lifenet Inc. | VAP000013337 |
| Lillian Vernon | Lillian Vernon | VAD185775517 |

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| Lincoln University | Lincoln University | PAD075477331 |
| Lindberg Heat Treating | Lindberg Heat Treating | ILD005071808 |
| Linden Board of Education & Related Parties | Linden Board of Education | |
| Linden Board of Education | | NJD986576320 |
| Linden Board of Education | | NJD100904093 |
| Linden Board of Education | | NJD100904101 |
| Liofol Co. | Liofol Co. | NCR000004258 |
| Liquid Air Corporation & Related Parties | Liquide Air America L.P. | |
| Alphagaz | | NJD081983207 |
| Liquide Air Corporation | | CAL000021160 |
| Lockheed Martin & Related Parties | Lockheed Martin Corporation | |
| GE Government Electronics Systems Div | | NJD002342434 |
| GE Govt Elec Sys Div (Aero) | | NJD108222670 |
| GE Govt Electronics Systems Div | | NJD108222670 |
| General Elec | | NJD108222670 |
| General Electric | | NJD108222610 |
| General Electric Co | | NJD002342517 |
| General Electric Gov Elec Sys Div | | NJD0002342431 |
| General Electric Space Center | | PAD001680719 |
| Lockheed Aeromod Center Inc | | SCD980845804 |
| Lockheed Aeroparis Inc | | PAD987285178 |
| Lockheed Areonautical Systems Co | | GA8570024606 |
| Martin Marietta | | MDD069386480 |
| Martin Marietta Corp. | | NCD986230001 |
| CTI (For Sikorsky Aircraft United Technologies) | | CTD001449735 |
| US NASA Martin Marietta | | LA4800014587 |
| Loctite Corporation NA Group | Loctite Corporation NA Group | MID985664242 |
| Logan Heating & Air | Logan Heating & Air | NCCESQG |
| Longwood Elastomers Inc | Longwood Elastomers Inc | MGD065385627 |
| Lonza Inc. & Related Parties | Lonza Inc. | |
| Lonza | | CAD055766422 |
| Lonza Inc | | CAD070635669 |
| Lonza Inc | | NJD986579894 |
| Looneys Used Cars | Looneys Used Cars | Small Qty - EXEMPT |
| Lord Corp. & Related Parties | Lord Corporation | |
| Lord Corporation | | KYD074049727 |
| Lord Corporation | | NCD981923162 |
| Lormac Plastics Inc. | Lormac Plastics Inc. | CAD981973811 |
| Los Angeles Dept of Airports | City of Los Angeles Department of Airports | CAD981675911 |
| Lower Bucks Co Municipal | Lower Bucks County Joint Municipal Authority | PADEP0003075 |
| Lower Colorado River Authority & Related Parties | Lower Colorado River Authority | |
| Lower Colorado River Authority | | TXD083566547 |
| Lower Colorado River Authority | | TXP490184384 |
| Lower Merion High School | Lower Merion High School | PAD100476944 |
| Lower Merion Town Narbeth | Township of Lower Merion | PAD987366861 |
| Lowes Body Shop | Lowes Body Shop | SCDCESQG0046 |
| Lowes Home Center Co. & Related Parties | Lowes Home Center Co. | |
| Lowes Home Center Co. | | TKSQG0000797 |
| Lowes Home Center | | VAR000002725 |
| Loyola College | Loyola College | MDD074927740 |
| Loyola University | Loyola University of Chicago | ILD068584978 |
| Lucas Weinschel Inc. | Aeroflex Weinschel, Inc. | MDD003241387 |
| Lucite (For ICI Acrylics) | Lucite International, Inc. | TND987789583 |

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| Luck Stone Corporation | Luck Stone Corporation | Small Qty - EXEMPT |
| Luwa Corporation | Luwa Corporation | NCD982160087 |
| Lycoming College | Lycoming College | PAD058446105 |
| Lynchburg Foundry Company | Lynchburg Foundry LLC | VAD010063006 |
| M&F Worldwide & Related Parties | M&F Worldwide | |
| Harland Co | | GAD981258841 |
| John H Harland | | ALD061135778 |
| John H Harland Co | | MOD097939815 |
| John H Harland Co | | CAD130785870 |
| John H Harland Co | | PAD987283892 |
| John H Harland Co | | VAD003112059 |
| John H Harland Co | | GAR000006247 |
| John H Harland Co | | MOD981128655 |
| John H Harland Co | | NYD073670341 |
| John H Harland Co | | SRC000003400 |
| John H Harland Co | | TND987775947 |
| John H Harland Co | | FLD061929477 |
| John H Harland Co (Cleveland) | | OHD982601676 |
| John H Harland Co 36 | | TKS060000717 |
| John H Harland Co 5 | | TND981019458 |
| John H Harland Co 83 | | UTD988078374 |
| John H Harland Company | | GAD130785876 |
| John H Harland | | FLD032708455 |
| John H Harland Co | | SCD101890218 |
| John Harland Co | | OHD073136988 |
| John Harland Co | | MDD074943689 |
| Clark American | | OHD043643360 |
| M & G Electronics | M & G Electronics | VAD988185955 |
| M & M Productions | Layton Printing & Mailing Inc. | CAL000034233 |
| M D T Diagnostic Co | Getinge USA Inc. | SCD982128134 |
| MacDermid Inc & Related Parties | MacDermid Inc. | |
| Macdermid Incorporated | | CTD001164599 |
| MacDermid, Inc. (For Polyfibron Technologies) | | GAD040673469 |
| Mackay Communications | Mackay Communications, Inc. | NCD986205656 |
| MacMillan Bloedel | MacMillan Bloedel | MDD985302183 |
| Mack Molding | Mack Molding | NCD986171205 |
| Mack Truck Inc. & Related Parties | Mack Trucks, Inc. | |
| Mack Truck | Mack Trucks, Inc. | SCD982102147 |
| Volvo GM Heavy Truck Corporation | Volvo Group North America, LLC | VAD066003161 |
| Magline Inc. | Magline Inc. | MID005392170 |
| Main Industries Inc | Main Industries Inc | VAD988218855 |
| Maintenance Supply Service Corp. | Interline Brands, Inc. | NCD024643504 |
| Mak Magic | Mak Magic Inc. | OHD987032992 |
| Mako Marine International Inc | Tracker Marine, LLC | FLD981932304 |
| Manchester Regional High School | Manchester Regional High School | NJD982184798 |
| Manville & Related Parties | Johns Manville and Related Parties | |
| Manville Corporation | | VAD017698861 |
| Manville Sales Corp | | NJD020777892 |
| Manville Sales Corporation | | VAD017698861 |
| Marathon Power Technologies | Marathon Power Technologies | TXD054385018 |
| March Coatings, Inc. | March Coatings, Inc. | MID982604001 |
| Marietta Corp. | Marietta Corp. | NYD010709394 |
| Marine Hydraulics | Marine Hydraulics | VAD119077303 |

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| Marisol Inc. | Marisol Inc. | NJD002454544 |
| Markem Image (For Image Ink Jet Printing) | Markem-Image Corp. | GAD934308901 |
| Mark Holeman Inc. | Mark Holeman Inc. | Small Qty - EXEMPT |
| Marshall Electric | Marshall Electric Corporation | IND074304262 |
| Martin Metalfab Inc. | Martin Metalfab Inc. | Small Qty - EXEMPT |
| Martinsville Ford | Martinsville Ford | VAD023800857 |
| Marvin Engineering | Marvin Engineering | CAD009566167 |
| Maryland Cup & Related Parties | Solo Cup Operating Corporation | |
| | Maryland Cup | MDD003073095 |
| | Maryland Cup Company | MDD003098639 |
| Master Machine Works Inc. | Master Machine Works Inc. | SCD099877227 |
| Master Pneumatic | Master Pneumatic | |
| Matlab, Inc. | Matlab, Inc. | NCD096161411 |
| Maury High School | Maury High School | VAD988174082 |
| Mayer Litho | Mayer Litho | CAL000021950 |
| MBA & Related Parties | BioReliance Corporation | |
| | MBA Bethesda | MDD060283240 |
| | MBA Rockville | MDD981739949 |
| Mcbee High School | Chesterfield County School District | SCD982090300 |
| McCoy Electronics | Vectron International | PAD003002789 |
| McCreary Body Shop | McCreary Body Shop | Small Qty - EXEMPT |
| MCF Systems Atlanta Inc | MCF Systems Atlanta Inc. | GAD981269095 |
| McGean Rohco Inc. | McGean Rohco Inc. | MID069820181 |
| McGuire Medical Group | Virginia Physicians, Inc. | |
| Mckechnie Vehicle Components | Mckechnie Vehicle Components | SCD980603658 |
| McKenney Chevrolet | McKenney Chevrolet | NCD981859366 |
| McWilliams Forge Co. | McWilliams Forge Co. | NJD002183630 |
| Meade Senior High School & Related Parties | Meade Senior High School | |
| | Meade Senior High School | MDP000003132 |
| | Severna Park Middle School | MDP000003090 |
| Meadowcraft Inc. | Meadowcraft Inc. | ALD081391492 |
| Meadox Medical Inc. | Boston Scientific Wayne Corporation | NJD002454866 |
| Measurements Group Inc. | Measurements Group Inc. | NCD097728091 |
| Medical College of Georgia | Board of Regents of the Uiversity System of GA | GAD000609819 |
| Medicomp Inc. | Medicomp Inc. | FLD981471865 |
| Meggs Ford | Meggs Ford | Small Qty - EXEMPT |
| Melrose Metal Finishing | Melrose Metal Finishing, Inc. | CAD9824297 |
| Memorial Medical Center Inc | Memorial Health University Health Center | GAD981268139 |
| Mercer County Airport | Mercer County Airport | |
| Mercy Hospital of Buffalo | Mercy Hospital of Buffalo | Small Qty - EXEMPT |
| Meredith Webb Printing Co | Meredith Webb Printing Co | NCD003222668 |
| Meritor, Inc & Related Parties | Meritor, Inc. | |
| | Rockwell International | SCD045297967 |
| | Purolator Products | NCD045917176 |
| Merrimac Industries Inc | Merrimac Industries Inc | NJD002153914 |
| Methode Electronics | Methode Electronics, Inc. | NJD048608897 |
| Metpath & Related Parties | Metpath | |
| | Metpath | MDD982511721 |
| | Metpath | MDD059166165 |
| Metro Circuits Inc. | PJC Technologies Inc. | NYD067902551 |
| Metro Dade Police Dept. Crime Lab | Metro Dade Police Dept. Crime Lab | FLO980844278 |
| Metro Dade Solid Waste Dept | Miami-Dade County Dept. of Solid Waste Mgmt | FLD980840813 |
| Michigan Paperboard Co | Michigan Paperboard Co | MID072568165 |

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| Microsemi Corp. | Microsemi Corp. | CAD051550838 |
| Middlesex County Schools | Middlesex County Schools | VAR000007369 |
| Midlands Technical College | Midlands Technical College | SCD059329753 |
| Mike Duman Body Shop & Related Parties | Mike Duman Body Shop | |
| Mike Duman Body Shop | | VAR000008847 |
| Mike Duman Body Shop | | VAD086293537 |
| Milburn High School | Milburn Board of Education | NJD100905322 |
| Mini Med | Mini Med | CAD983663048 |
| Mitchell Community College | Mitchell Community College | NCTMP0001229 |
| Mitsubishi Chemical Composites and Mitsubishi Chemical Imaging & Related Parties | | |
| Kasei of Virginia | Mitsubishi Chemical Composites America and | VAD988169934 |
| Kasei Virginia OPC | Mitsubishi Kasei Virginia Inc. | VAD988169934 |
| Mitsubishi Electric Semiconductor | Mitsubishi Chemical America Inc. | NCD980845044 |
| Mobile Aerospace Engineering Inc. | Mitsubishi Semiconductor America Inc. | ALD983176520 |
| Mobile Paint Manufacturing Co., Inc. | VT Mobile Aerospace Engineering Inc. | ALD008163115 |
| Mobility Inc. | Mobile Paint Manufacturing Co., Inc. | VAD066001629 |
| Model Dry Cleaners | Mobility Inc. | GADCESQG3313 |
| Modern Dry Cleaners | Model Dry Cleaners | GADCESQG1971 |
| Moen Inc. & Related Parties | Modern Dry Cleaners | |
| Moen Inc | Moen Inc. | NCD980602445 |
| Moen Incorporated | | NCD067427922 |
| Moen Inc. (More Inc.) | | NCCESQG |
| Stanadyne Incorporated | | NCD067427922 |
| Mohawk Labs | Mohawk Labs a Division of NCH Corp | NJD080955313 |
| Molins Richmond Incorporated | Molins Richmond Incorporated | VAD003115730 |
| Money Mailer Inc | Money Mailer, LLC | CAD982443228 |
| Monmouth College | Monmouth University | NJD068698166 |
| Monroe Community College | Monroe Community College | NYD067921585 |
| Monroe Tufline Mfg | Monroe Tufline Mfg | MSD982770935 |
| Montebello Unified School District | Montebello Unified School District | CAD982052037 |
| Montgomery Hospital | Montgomery Hospital | PAD073658981 |
| Montgomery Tank Lines | Montgomery Tank Lines, Inc. | NCD986204873 |
| Moog inc. & Related Parties | Moog Inc. | |
| Clifton Precision | | PAD981106688 |
| Clifton Precision | | DED576000279 |
| Clifton Precision | | PAD013975495 |
| Electro Tec Corp. | | VAD049952708 |
| Fibercom Division of Litton Systems Inc. | | VAD982580847 |
| Printed Circuit Solutions Mfg. | | VAR000003756 |
| Schaeffer Magnetics | | CAD056454028 |
| Motion Control Systems Inc. | Motion Control Systems Inc. | |
| Moultrie MFS | Moultrie MFS | GACESQG00251 |
| Mount Carmel School District | Mount Carmel School District | PAD987354800 |
| Mount Olive College | Mount Olive College | NCD986232387 |
| Moyco Industries | Moyco Industries | PAD047320583 |
| MPS Corporation | MPS Corporation | VAD988171294 |
| Multiwire EED Kollmorgen Corporation | Kollmorgen Corporation | NYD980754758 |
| Muncy School District | Muncy School District | PAD987282910 |
| Murphy Manufacturing Company | Murphy Manufacturing Company | NCD053530895 |
| Murrah High School | Jackson Public School District | MSTMP0001981 |
| Nan Ya Plastics Corporation | Nan Ya Plastics Corporation, America | LAD985213479 |

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| Nash Rocky Mount Schools | Nash Rocky Mount Board of Education | NCCESQG |
| National Electrical Carbon Corp. | National Electrical Carbon Corp. | SCD981466816 |
| National Enterprises | Wabash National Corporation | IND005106125 |
| National Fuel and Gas & Related Parties | National Fuel Gas Supply | |
| National Fuel Gas Corp | | NYD981177314 |
| National Fuel Gas Supply Corp | | NYD071467625 |
| National Ink Inc. | National Ink Inc. | TND982092421 |
| National Medical Services | National Medical Services | PAD987352606 |
| National Sandblasting | National Sandblasting | CAL000035033 |
| National Specialty Gases | Airgas USA, LLC | NCD986166676 |
| National Spinning Co. | National Spinning Co. | NCD003196847 |
| National Standard Company | National Standard LLC | ALD054571278 |
| National Starch and Chemical Corp. | National Starch and Chemical Corp. | SCD981867294 |
| National Welders | National Welder Supply Company, Inc. | Small Qty - EXEMPT |
| Nelson Miller (For Miller Dial) | Nelson-Miller, Inc. | CAD081096794 |
| Nestle USA & Related Parties | Nestle USA, Inc. | |
| Nestle Refrigerated Food Co. | | VAD982567752 |
| Alpo Pet Foods Inc. | | PAD002518090 |
| Purina | | |
| Neuman USA | Ball Corp. | VAD982363483 |
| Neuse Center for Mental Health | East Carolina Behavioral Health | Small Qty - EXEMPT |
| Nevins Center | Nevins Inc. | Small Qty - EXEMPT |
| New Bold | New Bold | Small Qty - EXEMPT |
| New Crete Inc. | New Crete Inc. | CAC000745544 |
| New River Castings | New River Foundry | VAD981730930 |
| Newark Electro Plating Inc. | Newark Electro Plating Inc. | OHD004294468 |
| Newark Housing Authority | Newark Housing Authority | NJD002203354 |
| Newport News Shipbuilding | Huntington Ingalls Incorporated | VAD001307495 |
| News and Observer | News and Observer Publishing Co. | NCD107870370 |
| Newsome Chevrolet | Newsome-Chevrolet | SCD007919368 |
| Newton Instrument Company & Related Parties | Newton Instrument Company | |
| Newton Instrument Company | | NCTMP0001239 |
| Newton Instrument Company Inc | | NCD980847958 |
| NGK Metals Corp. (Formerly Cabot Beryllium Products) | NGK Metals Corp. | PAD044540136 |
| Nibco Inc. | Nibco Inc. | VAD046977187 |
| NICCA USA Inc. | NICCA USA Inc. | SCD091318832 |
| Nichols Pontiac Dodge | Nichols Dodge, Inc. | NCD982088890 |
| Nippondenso Tennessee & Related Parties | Denso Manufacturing Tennessee, Inc. | |
| Nippondenso Tennessee Inc | | TND982148769 |
| Nippondenso Tennessee Inc | | TND982142275 |
| Nippon Denso | | MID038624508 |
| Niro Atomizer | GEA Processed Engineering Inc. | MDD091818930 |
| NJ American Water Supply | NJ American Water Company, Inc. | NJD981492069 |
| Noble Drilling US Inc. | Noble Drilling (US) Inc. | MSTMP0001942 |
| Norfolk City Schools & Related Parties | Norfolk City Schools | |
| Norfolk City Schools | | VAP000003016 |
| Norfolk City Schools Admin Bldg. | | VAD988174181 |
| Norfolk Public Schools Risk Management and Safety | | VAD988174181 |
| Norfolk Schools Plant facility | | VAD982673626 |
| Norfolk Collegiate School | Norfolk Collegiate School | VAP000003208 |
| Norfolk Health Department | City of Norfolk | VAP000003707 |
| Norfolk Redevelopment and Housing & Related Parties | Norfolk Redevelopment and Housing Authority | |
| Norfolk Redevelopment and Housing Authority | | |

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| | Norfolk Redevelopment and Housing Authority | | |
| Norfolk Southern Railway & Related Parties | | Norfolk Southern Railway Company | |
| | Norfolk Southern Railway | | VAD988176103 |
| | Norfolk Southern Corporation | | VAP000007238 |
| | Norfolk Southern Railway | | TND081200743 |
| | Conrail Technical Services Laboratory | | PAD037235116 |
| | Consolidated Rail Corporation | | NYD000810945 |
| | Haynes Car Shop Norfolk Southern Railway Co. | | SCD000616664 |
| | Norfolk Western Railway | | VAD044779015 |
| | Norfolk and Western Railway | | VAD023942295 |
| | Norfolk and Western Railway | | VAD007941644 |
| | Norfolk and Western Railway | | WVD981743271 |
| North Hempstead Country Club | | North Hempstead Country Club | NYD986969988 |
| North Industrial Chem Co | | North Industrial Chemicals Inc. | PAD015153901 |
| North State Chevrolet Geo | | Bill Black Chevrolet Cadillac, Inc. | NCD008868507 |
| North Tonawanda Waste Water Treatment Plant | | North Tonawanda Waste Water Treatment Plant | NYD000707844 |
| Northern Telecom | | Nortel Networks Inc. | NYD053657747 |
| Northridge Hospital | | Northridge Hospital | CAD066684887 |
| Northrop Grumman Systems& Related Parties | | Northrop Grumman Systems Corporation | |
| | Formerly Litton Bionetics | | MDD092397686 |
| | Grumman Aerospace Corp. | | GAD078106846 |
| | Litton Fiberoom | | VAD074371964 |
| | Litton Special Devices | | PAD981105588 |
| | Northrop Corporation | | GAD981264500 |
| | Northrop Grumman | | GAD078106846 |
| | Environmental Sciences | | |
| | Westinghouse | | MDD004383402 |
| | Westinghouse | | MDD990759631 |
| Northwest True Value Hardware | | True Value Hardware Co., Inc. | |
| Northwestern University & Related Parties | | Northwestern University | |
| | Northern University | | ILT180011546 |
| | Northwestern University | | ILT180611553 |
| | Northwestern University Office of Research Safety | | ILD982646721 |
| Norton and Sons | | The Muraco Co. | NJD001367473 |
| Norview High School | | Norview High School | VAD982174090 |
| Norview Middle School | | Norview Middle School | VAD988174157 |
| Nova Chemicals (Polymont Plastics, Inc.) & Related Parties | | Nova Chemicals Inc. | |
| | Polysar Inc | | NCD066307851 |
| | Polysar Incorporated | | MAD000192559 |
| Novant Health & Related Parties | | Novant Health, Inc. | |
| | Forsyth Memorial Hospital | | NCD982081465 |
| | Presbetyrian Hospital | | NCD074517517 |
| | Presbetyrian Orthopaedic Hospital | | NCD980799043 |
| | Charlotte Orthopedic Hospital | | NCD980799043 |
| Nutrasweet | | Nutrasweet | GAD981237118 |
| NWL Capacitors | | NWL, Inc. | NCD986216455 |
| NY Life Insurance Co. | | New York Life Insurance Company | NJD039881404 |
| O & K Escalators (Precision Escalator Products Inc.) | | Kone Inc. | VA0000076364 |
| O and S Machine and Tool Company Inc. | | O and S Machine and Tool Company Inc. | NYD986926772 |
| OM Scott and Sons Co. | | The Scotts Company, LLC | OHD990834483 |
| O Z Gedney Nelson Products | | O Z Gedney LLC | OKD085948313 |

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| Oak Mitsui | Oak Mitsui | SCD987579943 |
| Occidental Chem & Related Parties | Occidental Chemical Corporation; Oxy Vinyls, LP; | |
| Occidental Chemical Cormpany | | LAD098168206 |
| Occidental Chemical Corp. | | TXD981911209 |
| Occidental Chemical Corporation | | DED003913266 |
| Ocean County College | Ocean County College | NJD068701713 |
| Ogden Services | Aramark Sports & Entertainment Group, LLC | COD075773040 |
| OHD Thermacore | OHD Thermacore | PAD010243962 |
| Old Country Millwork | Old Country Millwork | CAD983672445 |
| Olin Corp. & Related Parties | Olin Corporation | |
| Olin Corporation | | WVD980555239 |
| Olin Corporation | | KYD006396246 |
| Orangeburg Calhoun Reg Hosp | Orangeburg Calhoun Reg Hosp | SCD982158131 |
| Optima Chemicals Inc | Optima Chemicals Inc | GAD981231970 |
| Orangeburg Calhoun Tech | Orangeburg Calhoun Tech | SCD982112849 |
| Orbital Science Fairchild Space Co. & Related Parties | Orbital Science Corporation | |
| Orbital Science Fairchild Space Company | Orbital Science Corporation | MDD980553820 |
| Oren Simmons | Oren Simmons | |
| Ortec Inc. | Ortec Inc. | SCD981479710 |
| Ortho Diagnostic Syst Inc. | Ortho Clinical Diagnostic Inc. | NJD068715424 |
| Osteopathic Medical Center of PA | Philidelphia College of Osteopathic Medicine | PAD981738305 |
| Outagamie County | Outagamie County | WID988594701 |
| OW Slane Glass Company | OW Slane Glass Co., Inc. | NCD986173730 |
| Owens Corning & Related Parties | Owens Corning | |
| Owens Corning Fiberglas | | GAD980799217 |
| Owens Corning Fiberglas Corp | | SCD003349982 |
| Owens-Illinois, Inc.. & Related Parties | Owens-Illinois, Inc | |
| Owens-Illinois, Inc. | | NCD061792362 |
| OI Kontes STS Inc | | NJD002501211 |
| Owens Brockway | | VAD000765503 |
| P D Pudon Votech Center | The Pruden Center for Industry & Technology | VA0000065896 |
| P F Laboratories | P F Laboratories | NJD098258726 |
| Pabst Brewing Co. & Related Parties | Pabst Brewing Company LLC | |
| Pabst Brewery | | TXP490176224 |
| Pabst Brewing Co | | WID006098495 |
| Pac Polymers | EMPower Materials, Inc. | DER000001073 |
| Pace Litho | Pace Litho, Inc. | CAD982013385 |
| Pacific Image Co. | Pacific Image Technology, Inc. | CA0000047258 |
| Pack Brothers Paint and Body | Pack Brothers Paint and Body | NCD982131666 |
| Paco Pharmaceutical Services Inc. | West Pharmaceutical Services, Inc. | NJD980775944 |
| Paco Research Corp. | West Pharmaceutical Services, Inc. | NJD138049366 |
| Pacord | Pacord, Inc. | VAP000001521 |
| Page One | Page One | CAL000015653 |
| Paine College | Paine College | GAD984318923 |
| Palmetto Health & Related Parties | | |
| Baptist Medical Center | Baptist Medical Center | SCD048368765 |
| Richland Memorial Hospital | Richland Memorial Hospital | SCD078051778 |
| Pan Pacific Printing Press | Pan Pacific Printing Press | CAL000000818 |
| Parco | Parco | CAD057785149 |
| Park Place Cleaners | Park Place Cleaners | AL0000033191 |
| Park Ridge Hospital | Unity Hospital | NYD986925303 |
| Parkland School Dist. | Parkland School District | PAD095366456 |

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| Parkview Middle School | Mecklenburg County School Board | VAP000003349 |
| Parkway Ford Inc. | Parkway Ford Inc. | NCD024887432 |
| Parley Coburn School | Elmira City School District | NYD100374446 |
| Pathology Consultants | Pathology Consultants | VAD084135656 |
| Patten Company Inc. | Patten Company Inc. | FLD098619043 |
| Paul Kimball Medical Center (Monmouth Medical Ctr Southern Campus) | Monmouth Medical Ctr Southern Campus | NJD078272713 |
| Paxar, Inc. & Related Parties | Paxar, Inc. | |
| Paxar | | NCD981025406 |
| Paxar Systems Group | | SCD000000753 |
| Paxar Systems Group | | SCD000000752 |
| PCC Airfoils Inc. | PCC Airfoils, LLC | OHD004179339 |
| PDI Division of Bird Johnson | Rolls-Royce Nava Marine Inc. | MDP000010351 |
| Peco Peach Bottom | Exelon Generation Company, LLC | PAD000798132 |
| Peek Pavement Marking & Related Parties | Peek Pavement Marking LLC | |
| Peek Pavement Marking | | NCR000004978 |
| Peek Pavement Marking Inc | | GAD981241573 |
| Peeler Oil | Peeler Oil Company | |
| Peggy Aebischer | Peggy Aebischer | NJC876052636 |
| Pequannock School District | Pequannock School District | NJD159115724 |
| Penelec Keystone Station | Keystone Generating Station | PAD086204245 |
| Penn Lithographers | Penn Lithographers | CAL000033165 |
| Penn Machine Company | Penn Machine Company | PAD004337010 |
| Pep Boys | The PEP Boys-Manny, Moe & Jack, A PA Corp | Small Qty - EXEMPT |
| Perdue Farms | Purdue Farms Incorporated | NCD981863004 |
| Perdue Showell | Purdue Farms Incorporated | MDD980408884 |
| Performance Engine Builders Inc. | Performance Engine Builders Inc. | NCD986205664 |
| Perkin Elmer Carribean (Diego Carrea) | Perkin Elmer Carribean | PRD090128356 |
| Permite Corporation | Permite Corporation | GAD041007824 |
| Perry Color Card | Perry Color Card | CAL922093922 |
| Peterson Industries Inc | Petersen Industries, Inc. | FLD984177428 |
| Petrochemical Products, Inc. & Related Parties | Jaxville, Inc. | |
| Petrochemical Products Inc. | | FLTMP9203558 |
| Petrochemical | | FLD020982716 |
| Petroleum Equipment and Service | Petroleum Equipment and Service, Inc. | TKSQG0000005 |
| Petty Machine Company Inc. | Petty Machine Company Inc. | NCD991278805 |
| PH Glatfelter Co. & Related Parties | Ecusta Corp.) | |
| Ecusta Corp | | NCD003166675 |
| PH Glatfelter Co. | | PAD003003407 |
| Phaostron | Phaostron | CAL000026738 |
| Phase Inc. | Phase Inc. | |
| Phifer Wire Products | Phifer Incorporated | ALD004002853 |
| Philadelphia College of Pharmacy | University of the Sciences | PAD079497681 |
| Philadelphia Newspaper Inc. | Philadelphia Newspaper LLC | PAD051393296 |
| Philips Electronics North America Corp. & Related Parties | | |
| Echo Ultrasound | Echo Ultrasound | PAD982676587 |
| Magnavox Electronic Systems Company | Magnavox Electronic Systems Company | IND078907672 |
| Mepco El Ectra | Mepco El Ectra | NJD041180704 |
| Philips Display Components | Philips Display Components | NYD002246015 |
| Philips Lighting Company | Philips Lighting Company | PAD980552137 |
| Phillip Morris (USA) & Related Parties | Phillip Morris USA Inc. | |
| Phillip Morris | | VAD010067171 |

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| | Phillip Morris | | VAD000819482 |
| | Phillip Morris | | VAD000819466 |
| | Phillip Morris USA | | VAD081762536 |
| | Phillip Morris USA | | VAD003112026 |
| | AETC Broker Volume | | |
| Phoenixville Area School District | | Phoenixville Area School District | PAD982578049 |
| Picker Intl & Related Parties | | SourceOne Healthcare Technologies,Inc. | |
| | Picker International | | NCD982158990 |
| | Picker International Health Care Products | | |
| Piedmont General Aviation | | Piedmont Hawthorne Aviation, LLC | NCD000615617 |
| Piedmont Medical Center | | Amisub of South Carolina Inc. | SCD987567799 |
| Piedmont Triad Clinical Research Center | | Wake Forest University Health Sciences | NC0000928895 |
| Pierce & Stevens Corp. | | Henkel Corporation | PAD002915445 |
| Pine Grove Area School District | | Pine Grove Area School District | PAD987285295 |
| Pittsburgh Des Moines Corp | | Pittsburgh Des Moines Corp | MDD003074366 |
| Pittsburgh Forgings Company n/k/a Old Forgings Company (Ampco) | | Pittsburgh Forgings Company | PAD114333990 |
| Plastic Omnium Auto Exterior, LLC | | Plastic Omnium Auto Exterior, LLC | SCR000000505 |
| Plastron | | Natvar Holding, Inc. | CAL000039033 |
| Platte Chemical Company | | Platte Chemical Company | MSD066106923 |
| PLCS Inc. | | PLCS Inc. | NJD981138860 |
| Poly One (For Dennis Chemical Company) | | PolyOne Corporation | MOD006278642 |
| Polymer Technology Corp. | | Polymer Technology Corp. | MAD082301391 |
| Pompton Lakes Board of Education | | Pompton Lakes Board of Education | NJD980759955 |
| Porters Cleaners | | Porter's of Louisiana, LLC | LAD103978706 |
| Portersville Sales and Testing | | Portersville Sales and Testing | PAD152783072 |
| Portsmouth Public Schools & Related Parties | | Portsmouth Public Schools | |
| | Churchland High School | | VAD100557909 |
| | Craddock High School | | VAD100557933 |
| | Manor High School | | VAD100558048 |
| | Woodrow Wilson High School | | VAD100558147 |
| | I C Norcom High School | | VAD123511081 |
| | Churchland High School | | VAP000006861 |
| Possehl Connector Services (For Meco Metal Finishing USA Inc.) | | Possehl Connector Services | SCD982085813 |
| Post Properties | | Post Properties | GAD003281110 |
| Potomac Electric Power Co & Related parties | | Potomac Electric Power Co. | |
| | Dickerson Generating Station | | MDD000731596 |
| | Potomac Electric Power Co. | | MDD000731596 |
| | Potomac River Generator Station | | VAD000731588 |
| Potters Industries Inc. | | Potters Industries Inc. | NJD081895211 |
| Power Curbers Inc. | | Power Curbers Inc. | NCD986182491 |
| Powerline Packaging | | Powerline Packaging | PAR000027011 |
| PQ Corporation (The) | | The PQ Corporation | PAD096848189 |
| Praxair Inc. | | Praxair Inc. | SCD059618520 |
| Precious Metals Plating | | Precious Metals Plating Co., Inc. | CAD981374325 |
| Preferred Boxes | | Preferred Boxes | CAD983644774 |
| Premier Applied Coatings | | Premier Applied Coatings | PAD982662942 |
| Presbetyrian College | | Presbetyrian College | SCD982166647 |
| Press and Sunday Press (The) | | City | NJD65693319 |
| Press Repair Engineering Sales and Service | | Press Repair Engineering Sales and Service | TND987787769 |
| Prestolite Electric Inc | | Prestolite Electric Inc. | ALD004003620 |

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| Prices Body Shop | Prices Body Shop | VAD988192035 |
| Primary Color Printing | Primary Color Systems, Corp. | CAD000162855 |
| Prince Georges Community College | Prince Georges Community College | MDD074819046 |
| Princeton High School | Prinston Regional Schools | NJD982718918 |
| Print N Stuff | Print N Stuff | CAL000042052 |
| Prior Coated Metals | Prior Coated Metals | PAD056602923 |
| Prism Color Corp | Prism Color Corp | TKSQG0000676 |
| Procter and Gamble & Related Parties | The Procter & Gamble Company | |
| Duracell | | GAD044907517 |
| Duracell Inc | | CTD041580192 |
| Gillette Research | | MDD044761468 |
| Gillette Research Institute | | MDD982573271 |
| Procter and Gamble | The Procter & Gamble Company | NCD072020399 |
| Procter and Gamble MFG Co | The Procter & Gamble Manufacturing Co. | NCD000616441 |
| The Gillette Company | | ILD047031273 |
| The Wella Corporation | The Wella Corporation | NJD982538027 |
| Professional Testing Lab | Professional Testing Lab | GAD981283344 |
| Program Resources | Leidos Biomedical Research, Inc. for itself and on | MD3750832062 |
| Programed Composites Inc | Programed Composites Inc | CAL000167721 |
| Progress Lighting & Related Parties | Progress Lighting, Inc. | |
| Progress Lighting | | PAD000433540 |
| Progress Lighting | | SCD000742783 |
| Progressive Crane Inc. | Progressive Crane Inc. | |
| Progressive Furniture | Progressive Furniture | NCCESQG |
| Progressive Machinery | Progressive Machinery | |
| Public Service of NJ & Related Parties | | |
| PSE and G Artificial Island | PSEG Nuclear LLC | NJD077070811 |
| PSE G Hope Creek | PSEG Nuclear LLC | NJD980646939 |
| Public Service Electric and Gas | PSEG Fossil LLC | NJD000768234 |
| Publix Super Markets Inc. | Publix Super Markets Inc. | FLD099707663 |
| Pulaski Community Hospital | Pulaski Community Hospital | VAD988188637 |
| Pulse Technologies | Pulse Technologies | PAR000020107 |
| Pulte Home Corp. | Pulte Home Corporation a Michigan Corp | |
| Purex Pool Products | Pentair Water Pool and Spa, Inc. | CAD028019149 |
| Putzmeister | Putzmeister America, Inc. | CAL000027360 |
| Quaker City Chemicals | Quaker City Chemicals Inc. | PAD059013128 |
| QualaWash Holdings & Related Parties | | |
| Quala Systems Inc | Quala Systems Inc | SC000603530 |
| Leaman Tank Lines) | Quality Carriers, Inc. | NJD047321443 |
| Quality Auto Paint & Body, Inc. (For Quality Paint & Auto Body) | Quality Auto Paint & Body, Inc. | |
| Quality Offset Printing | The Schilhab Corporation | CAD983651886 |
| Quanterra Inc | TestAmerica Laboratories, Inc. | PAD982575243 |
| Quincy Public Schools | Quincy Public Schools | MID052904577 |
| RJ Reynolds & Related Parties | RJ Reynolds | |
| Nabisco Biscuit Company | | VAD074743493 |
| Planters Life Savers Co. | | SCD982123242 |
| R J R Archer | | NCD044514602 |
| R J R Research and Development | | NCD981745342 |
| R J R Tobacco | | NCD000616966 |

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| | RJR Tobacco Quality Assurance | | NCD981744782 |
| | R J Reynolds | | NCTMP0001124 |
| | R J Reynolds Tobacco Co | | NCD000616466 |
| | R J Reynolds Tobacco Company | | NCD042091215 |
| | R J Reynolds | | NCD000616474 |
| Rad Cure | | Rad Cure | NJ0000229492 |
| Radiator Specialty Company & Related Parties | | Radiator Specialty Company | |
| | Radiator Specialty Company | | NCD003149663 |
| | Radiator Specialty Company | | NCD091245969 |
| Ralph Wilson Plastics | | Wilsonart LLC | NCD093334209 |
| Rapid Printers | | Rapid Printers | CAL000114552 |
| Rappahanock General Hospital | | Rappahanock General Hospital | VAD982570541 |
| Raymert Press | | Raymert Press | CAD000173793 |
| Raytheon Corp. & Related Parties | | Raytheon Corp. | |
| | Raytheon Corporation | | MAD001339159 |
| | Raytheon Service Company | | VAD058621990 |
| | Raytheon Service Company | | VAD058621996 |
| Rea Magnet Wire & Related Parties | | Rea Magnet Wire Company, Inc. | |
| | SPD Magnet Wire | | KYD981806367 |
| | Rea Magnet Wire | | VAD065399008 |
| Readers Digest | | The Readers Digest Association, Inc. | NYD986984854 |
| Reading Muhlenburg Area Vocational Technical School | | School | PAD071187421 |
| Ready Reproductions Inc. | | Ready Reproductions Inc. | CAL000081431 |
| Reclaimed Energy Co. Inc. | | Superior Oil Company, Inc. | IND000780403 |
| Red Line Chemical | | Red Line Inc. | |
| Rehau Incorporated | | Rehau Inc. | ALR000000612 |
| Reichhold Chem & Related Parties | | Reichhold Chemical Inc. | |
| | Reichhold Chemical | | MDD069377042 |
| | Reichhold Chemical Inc | | TNTMP0001069 |
| | Reichhold Chemical Inc | | MID020087128 |
| | Reichhold Chemical | | NJD002202869 |
| | Reichhold Chemical Inc | | NJD092217892 |
| Reliance Electric | | Baldor Electric Company | SCD039046560 |
| Research Institute on Alcoholism | | Research Institute on Alcoholism, Inc. | |
| Research Triangle Institute | | Research Triangle Institute | NCD004868105 |
| Resource Recovery of America Inc. | | Resource Recovery of America Inc. | FLD980602734 |
| Retreat Hospital (Lab) | | Retreat Hospital (Lab) | VAD066017138 |
| Reuland Electric | | Reuland Electric Co. | CAD980881064 |
| Review and Herald Publishing | | Review and Herald Publishing Association | MDP000002376 |
| Revlon Consumer Products (After12-20-86) & Related Parties | | Revlon Consumer Products Corporation | |
| | Revlon Inc. | | NJD002520542 |
| | Max Factor (Revlon Inc. (After 12-20-86) | | |
| | Almay Incorporated (Revlon Inc. (After 12-20-86) | | NCD980729875 |
| | Revlon, Inc. (For US Vitamins Pharmaceutical Corp. (Prior 1-7-86) | | NYD002028652 |
| Rexam Inc & Related Parties | | Rexam Inc. | |
| | Rexham Corp | | NCD041747775 |
| | Rexham Corp | | NC0043679299 |
| | Rexham Corporation | | NJD057149148 |
| | Rexham Industrial | | SCD987570751 |
| Reynolds Metal & Related Parties | | Reynolds Metals Company | |
| | Reynolds Metal | | VAD980831309 |
| | Reynolds Metal Company | | PAD044065035 |

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| | Reynolds Metal Company | | ARD006354161 |
| | Reynolds Metal Company | | VAD065378515 |
| | Rheox | Rheox | NJD051416998 |
| | Rhodia Inc. & Related Parties | Rhodia Inc. | |
| | Rhodia Inc. | | SC0000099614 |
| | Stauffer Chemical Co. | | PAD00236410 |
| | Ricerca Inc. | ISK Americas Incorporated | OHD092621234 |
| | Richmond Newspaper Inc | Media General Operations, Inc . | VAD988208567 |
| | Ricoh Corporation | Ricoh Americas Corporation | NJD061079273 |
| | Right Lite Signs | Right Lite Signs | SMALLQTYEXMT |
| | Riley County | Riley County | KSD981499510 |
| | Ritchie Hardware Company | Ritchie Hardware Company | NCCESQG |
| | Riverside Chemical Company Inc | Riverside Chemical Company Inc | NJD002107290 |
| | Riverside Health Systems | Riverside Health Systems | VAD982662561 |
| | Riverside Walter Reed Hospital | Riverside Walter Reed Hospital | VAD988204988 |
| | RJM Manufacturing Inc. | RJM Manufacturing LLC | PAD054746078 |
| | RM Custom Wood Finishing | RM Custom Wood Finishing | CAL000160806 |
| | Roanoke College | Roanoke College | VAD982677064 |
| | Roanoke Memorial Hospitals | Memoral Hospital | VAP000000851 |
| | Robbins Inc | Robbins LLC | CESQG |
| | Robert Bosch & Related Parties | Robert Bosch LLC | |
| | Forrest City Tool Co. | | NCD003224037 |
| | Robert Bosch | | SCD065055766 |
| | Robert Bosch Power Tool Corporation | | NCD099820490 |
| | Vermont American Corp | | NCD007015506 |
| | Vermont American Corp Fountain Inn Div | | SCD981017080 |
| | Bosch (For Electro Voice Facility) | Bosch Security Systems Inc. | MID985665256 |
| | Robert Shaw Controls Inc | Robert Shaw Controls Inc | CAD008261463 |
| | Robert Woodall Chevrolet | Robert Woodall Chevrolet | VAD148232986 |
| | Robertson Ceco Corporation | Robertson Ceco II Corporation | PAP00005906 |
| | Robinson Helicopter & Related Parties | Robinson Helicopter Company, Inc. | |
| | Robinson Helicopter Company | | CA0000372243 |
| | Robinson Helicopter Company | | CA0000272242 |
| | Rochester General Hospital | Rochester General Hospital | NYD043078385 |
| | Rock Hill School District #3 | Rock Hill School District #3 | TKSQG0000780 |
| | Rock Hill Tank Wash | Fleet Operations, Inc. | SCD000603530 |
| | Rock Spring Development Corporation | Rock Spring Development Corporation | WVP000006821 |
| | Rockaway River Country Club | Rockaway River Country Club | NJD982727976 |
| | Rockingham County Senior High School | Rockingham County Senior High School | NCD077840148 |
| | Rocky River Regional Wastewater Treatment Plant | Rock River Regional Wastewater Treatment Plant | NCA991277773 |
| | Rollins & Related Parties | Rollins | |
| | Orkin Fayetteville Lawn Care | | GAR000013482 |
| | Orkin Greenville Lawn Care | | SCR000005785 |
| | Orkin Lilburn Lawn Care | | GAB000013474 |
| | Roll Technology Corporation | Roll Technology Corporation | SCD061528188 |
| | Ropers Collision Center | Ropers Collision Center Inc. | GAD984311654 |
| | Rosenmund Inc. | Rosenmund Inc. | TKSOG0000045 |
| | Roses Stores Incorporated | Variey Stores, Inc. | NCD981480734 |
| | Roslyn Converters Inc & Related Parties | Roslyn Coverters for Colonial Heights Packaging Inc. | |
| | Roslyn Converters, Inc. (For Colonial Heights Packaging) | Colonial Heights Packaging Inc. | VAD082878786 |
| | Roslyn Converters Inc | Roslyn Converters Inc | VAD082878786 |

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| Roswell Park Memorial Institute | New York State Department of Health | NYD083534115 |
| Roto Die | Roto-Die Company, Inc. | MOD985775147 |
| Rouse Chamberlain | Rouse/Chamberlin, Ltd | PAP000002797 |
| Roush Racing | Roush Corporation d/b/a Roush Racing | |
| Roy F Weston & Related Parties | Weston Solutions, Inc. | |
| Roy F Weston | | PAD980918726 |
| Roy F Weston | | PAD044519429 |
| RSI Home Products (For General Marble) | RSI Home Products | NCD986197655 |
| RSM Company | RSM Company | EXEMPT |
| Rubbercraft Corp of California | Rubbercraft Corp of California | CAD008285686 |
| Rubbermaid Commercial Products Inc. | Rubbermaid Commercial Products LLC | VAD049924368 |
| Ruco Polymers | Bayer MaterialSciences LLC | NYD002920312 |
| Ruetgers Nease Chemical Co | Ruetgers Organics Corp. | PAD000436261 |
| Run-Run Inc. (Concord Auto Body) | Run-Run Inc. | NCD000083353 |
| Rutledge Paint and Body Service Inc | Rutledge Paint and Body Service Inc | VA0000187971 |
| Ryder | Ryder | |
| S C M Chemicals | SCM Chemicals | MDD003093515 |
| S D Myers Inc | S D Myers Inc | OHD053576294 |
| SPX Corp. (For Flair Newcastle Inc.) | SPX Corp. | DED002347136 |
| S Tec Corporation | S Tec Corporation | TXCESQG05231 |
| Sacred Heart Hospital | Sacred Heart Hospital | FLD982110546 |
| Saint Joseph High School | Saint Joseph High School | NJD986616332 |
| Saint-Gobain & Related Parties | Saint-Gobain Performance Plastics Corp | |
| Certainteed Corporation | Certainteed Corporation | KSD094338571 |
| Certainteed Corporation | Certainteed Corporation | MDD000221275 |
| Furon Bunnel Plastics | Saint-Gobain Performance Plastics Corp | NJD051400976 |
| Salem Painting | Salem Painting | |
| Salem Vent International | Salem Vent International, Inc. | |
| Sales Systems Limited | Sales Systems Limited | VAD055483846 |
| Samet Corporation | Samet Corporation | CESQG |
| Samsel Services Company | Samsel Services Company | OHD017831488 |
| San Diego Printers & Related Parties | The Man Corporation | |
| San Diego Printers | | CAL000141543 |
| San Diego Printers | | CAL000041862 |
| San Diego Transit & Related Parties | San Diego Transit | |
| San Diego Transit | | CAR000014472 |
| San Diego Transit | | CAL000032248 |
| San Gabriel Valley Publishing | San Gabriel Valley Publishing | CAD981983798 |
| Sandberg Furniture | Sandberg Furniture | CAD008287674 |
| Sanmina | Sanmina | CAD008344285 |
| Sanofi-Aventis & Related Parties | Sanofi; Aventis Pharmaceuticals, Inc.; Sanofi- | |
| Hoechst Roussel Agri Vet American Warehousing | | |
| Rorer Pharmaceutical Corp | | PAD002348126 |
| Sterling Winthrop | | PAD981945108 |
| Sterling Winthrop | | PAD987332227 |
| Sterling Winthrop Research Pharmaceutical Division | | PAD987345329 |
| Biomatrix Inc. | | NJD980765325 |
| Santa Ana College | San Gabriel Valley Publishing | CA0000447730 |
| Santa Ana Packaging, Inc. | Sandberg Furniture | CAL000057284 |
| Santa Fe Pacific Pipelines | Sanmina | NVD058947086 |
| Santa Rosa Hospital | Sanofi; Aventis Pharmaceuticals, Inc.; Sanofi- | TXD981668102 |

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|---|---------------------------------------|--------------|
| Sarstedt Incorporated | Sarstedt Incorporated | NCD986185221 |
| Sartomer Company & Related Parties | Arkema Inc. | |
| Sartomer | | VAR000004481 |
| Sartomer Company | | PAD042259374 |
| Sartomer Company Inc | | CTD000844357 |
| SAS Inst | SAS Inst | NCTMP0001445 |
| Sasol North America, Inc. & Related Parties | Sasol Chemicals (USA) LLC | |
| Vista Chemical Co | | TX987987914 |
| Vista Chemical Co | | TXD987987914 |
| Vista Chemical Lake Charles Chemical Plant | | LAD086478047 |
| Vista Chemical VCM Plant | | TAD086478047 |
| Vista Chemicals | | MDD990686222 |
| Vista Chemicals VCM Plant | | LAD086478047 |
| Sauder Woodworking | Sauder Woodworking | OHD005035167 |
| Saunders Oil Co., Inc. | Saunders Oil Co., Inc. | VAR000004051 |
| SC Electric & Gas & Related Parties | South Carolina Electric & Gas Company | |
| SC Electric & Gas | | SCD987571874 |
| SC Electric & Gas Canadys | | SCD036073799 |
| SC Electric & Gas Eastover | | SCD000825784 |
| SC Electric & Gas McMeekin Station | | SCD000822189 |
| SC Electric & Gas Wateree | | SCD000826786 |
| SCE and G Columbia Maintenance | | SCD981750813 |
| SCE and G Construction Service | | SCD987567088 |
| South Carolina Electric Gas | South Carolina Electric & Gas Company | SCD987571874 |
| Scarsdale Board of Education | Scarsdale Board of Education | NYD078724648 |
| Schmalbach Lubeca | Amcor Pet Packaging USA, Inc. | CAD981687130 |
| Schmid Laboratories Inc & Related Parties | SSL Americas, Inc. | |
| Schmid Laboratories Inc | | SCN000000081 |
| Schmid Laboratories LLC | | SCD987577434 |
| Scholle Corp. & Related Parties | Scholle IPN Corporation | |
| Scholle Corporation | | GAD084494040 |
| Scholle Corporation | | ILD001746684 |
| Scholle Corporation | | GAD064494040 |
| School District of Hatboro Horsham | School District of Hatboro Horsham | PAD987332889 |
| School District of Springfield & Related Parties | | |
| School District of Springfield | School District of Springfield | PAD982579682 |
| Montgomery College | Montgomery County Community College | MDD980830665 |
| Schoykill Training and Technology Center | Schuylkill Technology Centers | PAD987271640 |
| Schweizerhall Inc. | Acino Pharma, Inc. | SCR000004168 |
| Science Applications International Corporation (SAIC) | Leidos, Inc. | MDD077808467 |
| Scientific-Atlanta | Scientific-Atlanta | GAD000680009 |
| Scientific Design Co. Inc. | Scientific Design Co. Inc. | NJD000818716 |
| SCM Chemicals | SCM Chemicals | MDD003093515 |
| SCM Metal Products | SCM Metal Products | NCD982151375 |
| Scott Aviation | Scott Aviation | NYD042569772 |
| Scott Cars Inc. | Scott Cars Inc. | NCD986204352 |
| Scott Paper Co. & Related Parties | Kimberly-Clark Corporation | |
| Scott Paper | | NJD048620090 |
| Scott Paper Co | | PAD000798512 |
| Scotts Valley Printing | Scotts Valley Printing | CAL000056669 |
| Scranton School District | Scranton School District | PAP000002640 |
| SE Rykoff & Company | U.S. Foodservice, Inc. | CAD981368277 |

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| SeaWorld Parks & Entertainment, Inc. & Related Parties | SeaWorld Parks & Entertainment, Inc. | |
| SeaWorld Parks & Entertainment, Inc. | | OHD066032012 |
| Busch Gardens | | VAD121827984 |
| Sealed Air Corp. & Related Parties | Sealed Air Corporation (US) | |
| Sealed Air Corporation | | NCD981747264 |
| Sealed Air Corporation | | NJD982740763 |
| Sears Roebuck and Co. | Sears Roebuck and Co. | MAD135452556 |
| Select Interior Door Ltd | Select Interior Door Ltd | NYD986910867 |
| Semi Grude (SEM Products Inc.) | SEM Products Inc. | |
| Sentara Bayside Hospital & Related Parties | Sentara Bayside Hospital | |
| Sentara Bayside Hospital | | VAD139287684 |
| Virginia Beach General Hospital | | VAD077933299 |
| Williamsburg Community Hospital | | VAD988172235 |
| Sentry Group | John D. Brush Co. Inc. | NYD002206480 |
| Septa P & W Car Shop | Southeastern Pennsylvania Transportation Authority | PAD122995111 |
| Sequa Chemicals Inc | Sequa Corporation | SCD003164662 |
| Service Chevrolet | Service Chevrolet | GAD981218712 |
| Seton Hall University & Related Parties | Seton Hall University | |
| Seton Hall University | | NJD079324315 |
| Seton Hall University | | NJD019324315 |
| Severn School | Severn School | MDP000003435 |
| SGS Control Services Inc. | SGS Control Services Inc. | NJD034722157 |
| Shakespeare Fishing Tackle | Shakespeare Company, LLC | SCD006009344 |
| Shallcross | Shallcross | NCD097726780 |
| Shamrock Chemical Corporation | Shamrock Technologies Inc. | NJD01220289 |
| Sharp Corporation | Sharp Corporation | PAD002346625 |
| Shelor Chevrolet | Shelor Chevrolet | VAD981743701 |
| Shemin Nurseries Inc | Shemin Nurseries Inc | CTP000013124 |
| SI Group (For Schenectady Chemicals, Inc.) | SI Group, Inc. | NYD002070118 |
| Siegwerk, Inc. | Siegwerk, Inc. | VAD055841167 |
| Siemens Energy and Automation Inc. | Siemens Energy and Automation Inc. | SCD078065117 |
| Siemens Solar Industries | SolarWorld Industries America LP (Solar World) | CAD000626655 |
| Siemens Switch Gear Division | Siemens Power Transmission & Distribution, Inc. | NCD097606016 |
| Sifco Selective Plating | Sifco Industries, Inc. | VA0001004431 |
| Sigma-Aldrich Chemical Co Inc. | Sigma-Aldrich Chemical Company Inc. | WID006113906 |
| Signet Armorlite Inc | Signet Armorlite Inc | CAD008362634 |
| Sika Chemical Corp | Sika Corporation | NJD002179893 |
| SKF Bearing Industries | SKF USA Inc. | PAD042147652 |
| Smith and Wesson | Smith & Wesson Corp. | NCTMP0001069 |
| Smith Paint and Body | Smith Paint and Body | SCD987588134 |
| Smooth On | Smooth On | NJD001215425 |
| Smyth County Community Hospital | Smyth County Community Hospital | VAD077931202 |
| Soladyne, A Merix Company | Tyco Electronics Corp. | CAD020513412 |
| Solarex Corporation | Solarex Corporation | MDD981108012 |
| Solelectron Corporation & Related Parties | Flextronics Corporation | |
| Amp | | SCD004770267 |
| Digital Equipment Corp | | SCD000770263 |
| Solelectron Technology Incorporated | | NCD986228146 |
| South Bay Boat Yard | South Bay Boat Yard | CAL000017529 |
| South Central Regional Medical | South Central Regional Medical | MSR000002212 |

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| South Granville High School & Related Parties | | Granville County Board of Education | |
| | South Granville High School | | NCTMP0001440 |
| | South Granville High School | | NCTMP0001192 |
| Southeastern Adhesive Co. | | Neptune, Inc. | |
| Southeastern Coated Products | | Consolidated Systems Inc. | SCD047555453 |
| Southeastern Freight Lines | | Southeastern Freight Lines | NCD062572490 |
| Southeastern Petroleum Systems | | Southeastern Petroleum Systems | NCCESQG |
| South Hampton County Schools | | Southampton County Schools | VAD988215489 |
| Southampton School 2 | | Southampton Township Board of Education | NJD986588481 |
| Southern Gravure Service | | Southern Graphic Systems, Inc. | KYD006377030 |
| Southern States Feed Division | | Southern States Feed Division | NCD981473143 |
| Southern Testing and Research Labs | | Southern Testing and Research Labs | NCD986192581 |
| Southern Tool Mfg Co., Inc. | | Southern Tool Mfg Co., Inc. | NCD003232055 |
| Southland Painting Corp. | | Southland Painting Corp. | FLD984214957 |
| Southland Rebuilders | | Fonville & Co. | NCD024488793 |
| Southwest Plating | | Southwest Plating | CAD008331506 |
| Southwire & Related Parties | | Southwire | |
| | Southwire | | GAD003710442 |
| | Southwire (For HI Tech Cable Corp) | | NSD098850069 |
| Spartanburg County Assessors Office | | Spartanburg County Assessors Office | SCCESQG |
| Specialty Blades | | Specialty Blades, Inc. | |
| Spectrum Nationwide Environmental | | Spectrum Nationwide Environmental | NCD986172435 |
| Spencers Body Shop | | Spencers Body Shop | |
| Sperry Corporation | | Sperry Corporation | PAD002314607 |
| Sperry Marine Incorporated | | Sperry Marine Incorporated | VAD003123833 |
| Spex Industries | | Horibn Jobin Yuon Inc. | NJD002167344 |
| Spray Tek, Inc. | | Spray Tek, Inc. | BLANK |
| Springford Area School District | | Springford-Ford Area School District | PAD987279064 |
| Springs Industries & Related Parties | | Spring Industries | |
| | Springs Ind. Lancaster Plant | | SCD003163045 |
| | Spring Industries | | SCD460010143 |
| | Spring Industries | | SCD000646596 |
| Square D & Related Parties | | Schneider Electric USA, Inc. | |
| | Square D Company | | NCD003951878 |
| | Square D Company | | MOD092356096 |
| | Square D Company | | NCD067203752 |
| SRI International | | SRI International | CAD000097238 |
| St. Hubert School for Girls | | St. Hubert School for Girls | PAD907277357 |
| St. Josephs Hospital | | St. Josephs Hospital | NCD074517533 |
| St. Lukes Hospital | | Lukes Medical Center | WID054103742 |
| St. Marys Seminary | | St. Marys Seminary | TXP490187424 |
| St. Vincents Hospital | | St. Vincents Hospital | IND072035603 |
| St Vincents Medical Center | | St Vincents Medical Center | FLTMP9102778 |
| Stafford Senior High School | | Stafford Senior High School | VAP000006066 |
| Stanco Metal Products Inc | | Stanco Metal Products Inc | MID006014179 |
| Stanley County Board of Education | | Stanley County Board of Education | NCTMP0001134 |
| Stanley Tools & Related Parties | | Stanley Black & Decker | |
| | Stanley Tools | | SCD067012781 |
| | Stanley Tools | | CTD983870577 |
| | The Stanley Works Inc. | | CTD010170363 |
| State Board of Equalization | | State of California | CAL000176880 |

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| State of AL & Related Parties | | State of Alabama | |
| | Alabama Dept of Transportation | | ALT000001808 |
| | Alabama Dept of Transportation | | ALD982111494 |
| State of FL & Related Parties | | | |
| | State of FL Department of Environmental Regulations | State of Florida | FLD980842207 |
| | Florida Community College | Florida State College at Jacksonville | FLD982144685 |
| | Florida Community College | Florida State College at Jacksonville | FLD982144503 |
| | Florida Community College | Florida State College at Jacksonville | FLD982144128 |
| | Florida Community College | Florida State College at Jacksonville | FLD982144560 |
| | Florida Community College Co Jax | Florida State College at Jacksonville | FLD982144128 |
| | University of Florida | University of Florida Board of Trustees | FLD000823393 |
| | Florida A and M University | Florida A and M University | FLD980223135 |
| State of GA & Related Parties | | | |
| | TMT Facility | Board of Regions for University System of GA | GAD073460941 |
| | State of GA Dept of Natural Resources EPD | State of GA Dept of Natural Resources EPD | GAD980840938 |
| State of IN Indiana State Boy School | | State of Indiana | IND980270169 |
| State of MD & Related Parties | | | |
| | Maryland Department of Transportation | State of Maryland | MDD981037831 |
| | Maryland Department of Transportation Greenbelt | State of Maryland | MDD980554166 |
| | Maryland Department of Transportation Lavale | State of Maryland | MDD980137722 |
| | Maryland Department of Transportation Churchville | State of Maryland | MDD981038748 |
| | Maryland Department of Transportation Owing Mills | State of Maryland | MDD981941198 |
| | MDDOT Dayton | State of Maryland | MDD981037724 |
| | Maryland State Police | State of Maryland | MDD982704918 |
| | State of Maryland Department of Natural Resources | State of Maryland | MDD981044621 |
| | Towson State University | Towson State University | MDD050793926 |
| State of MS & Related Parties | | Mississippi Department of Environmental Equality | |
| | MS Dept of Natural Resources Sonford Products | | MSTMP0001032 |
| | Site | | MSTMP0001032 |
| State of NC & Related Parties | | State of North Carolina | |
| | East Carolina School of Medicine | East Carolina University | NCD980600951 |
| | East Carolina University | East Carolina University | NCD075557926 |
| | Fayetteville State University | Fayetteville State University | NCTMP0002052 |
| | NC A and T State University | NC A and T State University | NCD981020663 |
| | N C D O T (Beaufort Co Bridge) | North Carolina DOT | NCTMP0002532 |
| | N C D O T (Guilford Co Bride) | North Carolina DOT | NCTMP0002530 |
| | N C D O T (Henderson Co Bridge) | North Carolina DOT | NCTMP0002514 |
| | N C D O T (Lee Co Bridge) | North Carolina DOT | NCTMP0002511 |
| | N C D O T (Maoon Co Bridge) | North Carolina DOT | NCTMP0002515 |
| | N C D O T (Mitchell Co Bridge) | North Carolina DOT | NCTMP0002525 |
| | N C D O T (Rutherford Bridge) | North Carolina DOT | NCTMP0002527 |
| | NC DOT | North Carolina DOT | NCTMP0002529 |
| | NC DOT | North Carolina DOT | NCD980603815 |
| | NC DOT | North Carolina DOT | NCTMP0002506 |
| | NC DOT (Buncombe Co Bridge) | North Carolina DOT | NCTMP0002524 |
| | NC DOT (Cenotr Co Bridge) | North Carolina DOT | NCTMP0002531 |
| | NC DOT (Chatham Bridge Unit) | North Carolina DOT | NCTMP0002509 |
| | NC DOT (Haywood Co Bridge) | North Carolina DOT | NCTMP0002528 |
| | NC DOT (McDowell Co Bridge) | North Carolina DOT | NCTMP0002526 |
| | NC DOT (Rown Bridge Unit) | North Carolina DOT | NCTMP0002508 |

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| | NC DOT (Stokes Bridge Unit) | North Carolina DOT | NCTMP0002507 |
| | NCDOT | North Carolina DOT | NCD980603823 |
| | NCDOT (Pender Co) | North Carolina DOT | NCTMP0002569 |
| | NCDOT (Sampson Co) | North Carolina DOT | NCTMP0002568 |
| | NCDOT | North Carolina DOT | NCD980603757 |
| | NCDOT (Randolph Bridge) | North Carolina DOT | NCTMP0002510 |
| | N C STATE UNIV | N C State University | NCD982156614 |
| | N C State University | N C State University | NCD000830737 |
| | North Carolina State University | N C State University | NCD982159964 |
| | Pembroke University | Pembroke University | NCTMP0001292 |
| | UNC Wilmington | UNC at Wilmington | NCD980847081 |
| | Transporter) | UNC at Wilmington | |
| | UNCC Station | University of North Carolina at Charlotte | NCD980600894 |
| | University of North Carolina at Charlotte | University of North Carolina at Charlotte | NCD980000894 |
| | University of North Carolina (Chapel Hill) | University of North Carolina at Chapel Hill | NCD003203213 |
| | University of North Carolina (Chapel Hill) | University of North Carolina at Chapel Hill | NCD982093783 |
| | WNC School for The Deaf | WNC School for The Deaf | NCD000000760 |
| State of NJ & Related Parties | | | |
| | New Jersey Department of Environment of Protection | Protection | NJD980594360 |
| | New Jersey Department of Environmental Protection | New Jersey Department of Environment of Protection | NJD981494586 |
| | New Jersey Department of Health Laboratories | NJ Department of Health | NJD980647135 |
| | New Jersey Dept of Env Protection | Protection | NJD986577245 |
| | New Jersey Dept of Environmental Protection | Protection | NJD098059436 |
| | Trenton State College | The College of New Jersey | NJD030315980 |
| State of SC & Related Parties | | | |
| | Clemson Edisto Branch Station | Clemson University | SCD987570702 |
| | Clemson Technical Center | Clemson University | SCD987588084 |
| | Clemson University | Clemson University | SCD042629816 |
| | Clemson University Tiwet | Clemson University | SCD987579042 |
| | Clemson Coastal Center | Clemson University | SCD987570710 |
| | Francis Marion College Central Rec Dept | Francis Marion University | SCD982130114 |
| | Lander University (For Lander College) | Lander University | SCD982118804 |
| | SC Dept of Mental Health | SC Department of Mental Health | SCD043980093 |
| | Patrick B Harris Hospital | SC Department of Mental Health | ILG |
| | Tucker Garner Nursing Home | SC Department of Mental Health | BLANK |
| | S C State Museum | SC State Museum | SCD982083156 |
| | SC Army National Guard | SC National Guard | SCD211800088 |
| | SC National Guard | SC National Guard | BLANK |
| | SC National Guard | SC National Guard | SCD981025372 |
| | Richland County Health Dept | SC Department of Health and Environmental Co | SQG |
| | League of Woman Voters | SC Department of Health and Environmental Co | SCTMP0001246 |
| | League of Woman Voters | SC Department of Health and Environmental Co | SCTMP0001305 |
| | SCDHEC | SC Department of Health and Environmental Co | SCTMP001212 |
| | SCDHEC Pate Hasell Site | SC Department of Health and Environmental Co | SCD987580818 |
| | SCDHEC Steffew Robertson and Ribsten | SC Department of Health and Environmental Co | SCTMP0001426 |
| | SC DHEC Analytical Services | SC Department of Health and Environmental Co | SCD980803444 |
| | SC DHEC Pine Street Site Gaffney SC | SC Department of Health and Environmental Co | SCD981029333 |

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| | Control | SC Department of Health and Environmental Co | SCD987566049 |
| | Control | SC Department of Health and Environmental Co | SCD987571973 |
| | South Carolina DHEC Murrells Inlet | SC Department of Health and Environmental Co | SC0001406834 |
| | S C Dept of Transportation | SC Dept. of Transportation | SCD987572641 |
| | SC Dept of Transportation | SC Dept. of Transportation | SCD982121212 |
| | SC Dept of Transportation | SC Dept. of Transportation | SCD980844542 |
| | SCDOT Banwell | SC Dept. of Transportation | SCD982164238 |
| | SCDOT Beaufort | SC Dept. of Transportation | SCD000110023 |
| | SCDOT Beech Island Section Shed | SC Dept. of Transportation | SCD000110270 |
| | SCDOT Cheroree | SC Dept. of Transportation | SCD982126351 |
| | SCDOT Chester (Scoot Chester) | SC Dept. of Transportation | SC0000105700 |
| | SCDOT Chesterfield Maintenance | SC Dept. of Transportation | SCD982126419 |
| | SCDOT Columbia | SC Dept. of Transportation | SCD987569555 |
| | SCDOT Darlington | SC Dept. of Transportation | SCD987572617 |
| | SCDOT Dillon | SC Dept. of Transportation | SCD987572625 |
| | SCDOT Florece | SC Dept. of Transportation | SCD982099137 |
| | SCDOT Greenville | SC Dept. of Transportation | SCD981469984 |
| | SCDOT Kingstree | SC Dept. of Transportation | SCD987572666 |
| | SCDOT Lancaster | SC Dept. of Transportation | SCD982126658 |
| | SCDOT Laurens | SC Dept. of Transportation | SCD982161649 |
| | SCDOT Materials Testing Labs | SC Dept. of Transportation | SCD982100091 |
| | SCDOT Newberry | SC Dept. of Transportation | SCD981930688 |
| | SCDOT Oconee | SC Dept. of Transportation | SC0000002287 |
| | SCDOT Orangeburg | SC Dept. of Transportation | SCD981473465 |
| | SCDOT Pickens | SC Dept. of Transportation | SCD981687411 |
| | SCDOT Richland | SC Dept. of Transportation | SCD9817550672 |
| | SCDOT Ridgeland | SC Dept. of Transportation | SCD982113938 |
| | SCDOT Spartanburg | SC Dept. of Transportation | SCD982166357 |
| | SCDOT Sumter | SC Dept. of Transportation | SCD9821279 |
| | SCDOT Union | SC Dept. of Transportation | SCD982126534 |
| | SDOT York | SC Dept. of Transportation | SC0000036111 |
| | The Citadel College | The Citadel College | SCD077991287 |
| | University of SC | University of South Carolina | SCD041387846 |
| | USC at Sumter | University of South Carolina | SCD982155152 |
| | USC Baruch Marine Field Laboratory | University of South Carolina | SCD982165656 |
| | Winthrop College | Winthrop College | SCD981471881 |
| Stefono Foods | | Stefono Foods, Inc. | |
| Stepan Company & Related Parties | | Stepan Company | |
| | Stepan Company | | NJD041762840 |
| | Stepan Company | | ILD054351770 |
| Stericycle (BFI Medical Waste Systems) | | Stericycle, Inc. | PRD987367422 |
| Stevens Printing | | Stevens Printing | CAL000180048 |
| Stiefel Laboratories | | Stiefel Laboratories | GAD980601579 |
| Stihl Inc. | | Stihl Inc. | VAD000020123 |
| Stock Equipment | | Stock Equipment | OHD029520855 |
| Stockton State College | | Stockton State College | NJD991291915 |
| Stone Industrial Div | | Precision Products Group Inc. | MDD058594920 |
| Straits Steelwire Co. | | Straits Steel & Wire Company | MID006019681 |
| Stroh Brewery Company (The) | | SBC Holdings, Inc. | NCD044517126 |
| Stuart F Cooper | | Stuart F Cooper | CAD981664477 |
| Studio Displays Inc | | Studio Displays, Inc. | |
| Sudden Impact | | Sudden Impact | NCD024740433 |
| Suffolk City Schools | | Suffolk City Schools | VAP000004530 |

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| Suffolk High School | Suffolk High School | VAP000002528 |
| Sulzer Ruti Inc. | Itema America, Inc. | SCD981867484 |
| Sumi Tomo Electric Research Triangle Inc. | Sumitomo Electric Lightwave Corp. | NCD109151910 |
| Sumter Area Technical College | Central Carolina Technical College | SCD982115032 |
| Sumter High School | Sumter High School | SCD982091456 |
| Sunbelt Regional Medical Center | East Houston Regional Medical Center | TXP490186975 |
| Super Vala Stores Inc. | Super Vala Stores Inc. | |
| Superior Industries INPL Inc. | Superior Industries INPL Inc. | CAD050809177 |
| Surgical Laser Technologies | Inc. | PADEP0001142 |
| Surtech | Surtech | PAD101656361 |
| Swarthmore College | Swarthmore College | PAD154871412 |
| Syar Industries & Related Parties | Syar Industries | |
| Napa Shop | | CAD982470200 |
| Healdsburg Sand and Gravel | | CAD982470692 |
| Systems and Methods | Systems and Methods | CAD981384902 |
| T Thermal Inc | T Thermal Inc | PAD069006419 |
| T W Graphics | T W Graphics | CAD981384514 |
| Taormina Industries | Taormina Industries | CAD981378201 |
| Target Stores/3 E Co. | Target Corporation | TKSQG0000798 |
| Tarkett Inc | Tarkett, Inc. | PAD041552829 |
| Tate Fabricating | Tate Fabricating | TND987791043 |
| TDC Filter Manf. Inc. | TDC Filter Manf. Inc. | ILD096798210 |
| TE Connectivity (Carolina Circuits) & Related Parties | TE Connectivity Corp. | |
| Amp & Akzo | | SCD000770263 |
| Raychem Corporation | | NCD980510226 |
| Techlabs | Techlab Inc. | VAP000006108 |
| Technical Rubber Company | Technical Rubber Company | OHD004293569 |
| Tecom | Tecom | CAD053889408 |
| Tecumseh Products Company | Tecumseh Products Company | GAR0000044078 |
| Ted Hammer | State Farm Fire & Casualty Co. Insured: Ted Hammer | NJC876027160 |
| Teepak Inc. | Devro, Inc. | SCN000000181 |
| Teknor Apex Company | Teknor Apex Company | RID045367968 |
| Teledyne Continental Motors | Continental Motors, Inc. | ALD052065117 |
| Temp Glass Southern | Old Castle Building Envelope | TXD096804950 |
| Temple Univ. & Related Parties | Temple University | |
| Temple University Department of Biology | | PAD057123192 |
| Temple University Env Health and Safety | | PAD000650986 |
| Tenet Healthcare Corp. & Related Parties | | |
| Piedmont Medical Center | Piedmont Medical Center | SCD987567799 |
| Saint Christophers Hospital for Children | Saint Christophers Hospital for Children | PAD071629067 |
| The Graduate Hospital | The Graduate Hospital | PAD021052840 |
| Tenneco Gas | Tennessee Gas Pipeline Company | TXD000821249 |
| Tenneco Polymers Inc. | EPEC Polymers Inc. | NJD986577005 |
| Tetra Sales USA | Tetra Sales USA | VAD988226999 |
| Tetra Second Nature | Tetra Second Nature | VAD988226999 |
| Teva Pharmaceuticals & Related Parties | Teva Pharmaceuticals USA, Inc. | |
| Biocraft Laboratories Inc | | NJD056356066 |
| Teva Pharmaceuticals | | PAD059010421 |
| Lemmon Company | | PAD059010421 |
| TexasGulf Inc. | PCS Phosphate Company, Inc. | NCD041519364 |
| Textron & Related Parties | Avco Corporation | |

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| | Atlantic Aerospace Textron | | CTD001140854 |
| | Avco Chemical | | PAD068730225 |
| | Bell Aerospace Textron Inc | | NYD002106276 |
| | Homelite Textron Inc | | NCD091249417 |
| | J and L Metrology Bridgeport Machine Div of Textron | | SCD038555066 |
| | Textron Defense Systems | | MAD001863943 |
| | Textron Lycoming | | SCD023995972 |
| | Textron Lycoming Reciprocating Engine Div | | PAD003053709 |
| | The Andersons | The Andersons, Inc. | OHD980823801 |
| | The Barnes Foundation | The Barnes Foundation | PAP000008833 |
| | The Body Shop | Buth-Na-Bodhaige, Inc. | NCD101737864 |
| | The New York Hospital | The New York and Presbyterian Hospital | NYD068241132 |
| | The Pennsylvania State University | The Pennsylvania State University | PAD003403953 |
| | Thermofil Inc | Asahi Kaset Plastics North America, Inc. | MID002935591 |
| | Thermo Fisher Scientific & Related Parties | Thermo Fisher Scientific Inc. | |
| | Dexter Nonwovens Div. | | CTP000010314 |
| | Dexter Nonwovens Div. | | CTD983871922 |
| | Dexter Nonwovens Div. | | CTD001155761 |
| | Dexter Water Management Systems | | NCD093342905 |
| | Mogul Division of The Dexter Corp | | NCD093342905 |
| | Thomas and Betts & Related Parties | Thomas and Betts | |
| | Thomas & Betts | | CAL000157517 |
| | Thomas and Betts Corporation | | NJD096873724 |
| | Thomas J Lipton Co | Thomas J Lipton Co | VAD003125580 |
| | Thomas Jefferson University | Thomas Jefferson University | PAD980715577 |
| | Thomas R Rogers | Thomas R Rogers | VAP000009818 |
| | Thompson Industrial Services Inc | Thompson Construction Group, Inc. | SCD987596038 |
| | Thompson Industries Inc. | Thompson Industries Inc. | ARD053746748 |
| | Thompson PBE | FinishMaster, Inc. | CAL000104447 |
| | Thunderbird Products | Porter, Inc. | IND982602617 |
| | Thypin Steel | Thypin Steel Co., Inc. | ILG |
| | Timber Truss | Timber Truss Housing Systems, Inc. | |
| | Tiodize | Tiodize Co., Inc. | CAD042235226 |
| | Torpedo Wire and Strip | Torpedo Specialty Wire Inc. | PAD002116994 |
| | Town of Blackstone | Town of Blackstone | VAP000009620 |
| | Town of Garner | Town of Garner | NCTMP0001225 |
| | Town of Mt. Pleasant | Town of Mt. Pleasant, Westchester Cnty, NY | NYD986995462 |
| | Town of Wake Forest | Town of Wake Forest | |
| | Toyo, Ink. America | Toyo Ink America, LLC | CAL000137781 |
| | Toyota Motor Sales | Toyota Motor Sales | NID082986548 |
| | Tradebe Environmental Services & Related Parties | Tradebe Environmental Services LLC | |
| | Pollution Control Industries of Indiana Inc | | ILD000646943 |
| | Pollution Control Industries of Indiana Inc | | IND000646943 |
| | Trane Technologies LLC & Related Parties | Trane Technologies Copmpany LLC | |
| | Ingersoll Dresser Pump Co. | | VAD000046284 |
| | Ingersoll Dresser Pump Co. | | NJD002395382 |
| | The Torrington Company | | SCD003345883 |
| | The Torrington Company | | IND981794704 |
| | The Torrington Company | | IND005159223 |
| | The Torrington Company | | GAD065344301 |
| | Schlage Lock Co. | | NCD065300519 |
| | Transit Management of Charlotte Inc. | Charlotte Area Transit System | NCD981868797 |
| | Transport Resources Inc. | Transport Resources Inc. | NJD980780241 |

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| Transworld Airlines (American Airlines) & Related Parties | | American Airlines | |
| | Trans World Airlines | | MOD043935048 |
| | Trans World Airlines | | MOD043935048 |
| | Transworld Airlines | | NYD041554577 |
| Tranter, Inc. | | Trantech Radiator Products, Inc. | SOD052949641 |
| Travs Body Shop | | Travs Body Shop | |
| Tredyffrin Easttown School District | | Tredyffrin Easttown School District | PAD136161403 |
| Tri Valley School District Tri Valley High School | | Tri Valley School Dist Tri Valley High School | PAD981935580 |
| Trinity High School | | Trinity High School | PAD120541008 |
| Troy Chemical Corporation | | Troy Chemical Corporation | NJD002144517 |
| Trucks are us | | Trucks are us | |
| Trutec | | Parker Trutec Inc. | OHD986998474 |
| TRW Ross Gear | | TRW Automotive U.S. LLC | IND003934668 |
| Tu Vets | | Tu Vets | CAD982473621 |
| Tubed Products Inc | | Tubed Products Inc | CAD982484818 |
| Tuscarora Yarns, Inc. | | Tuscarora Yarns, Inc. | SCTMP0001131 |
| Tyson Foods & Related Parties | | Tyson Foods Inc | |
| | Tyson Foods | | NCD986198265 |
| | Tyson Foods Inc | | NCD981855653 |
| U S Borax and Chemical Company | | U S Borax and Chemical Company | IL0316075015 |
| Ucar Carbon Co. | | UCAR Carbon Company Inc. | OHD003926748 |
| Unifi Inc. Plant 8 | | Unifi, Inc. /Unifi Manufacturing, Inc. | NCCESQG |
| Union Country College & Related Parties | | Union Country College | |
| | Union Country College | | NJD982272155 |
| | Union Country College | | NJD065793861 |
| Unisys Corp. & Related Parties | | Unisys Corp. | |
| | Paramax Division of Unisys | | ALD980559843 |
| | Unisys Corp. | | TND003382801 |
| | Unisys Corp. | | PAD003938792 |
| | Unisys Corporation | | NJD038596896 |
| | Unisys Corporation | | PAD041744236 |
| United Contamination Control Inc | | United Contamination Control Inc. | PAD059011940 |
| United Defense LP | | BAE Systems | SCD069196012 |
| United Guardian Inc. | | United Guardian Inc. | NYD980646798 |
| United Parcel Service & Related Parties | | United Parcel Service | |
| | Overnight Transportation | | SCD033898792 |
| | United Parcel Service | | NCD986194637 |
| | United Parcel Service | | NCD981856099 |
| United Riggers & Erectors Inc. | | United Riggers & Erectors Inc. | CAD982436057 |
| United School District | | United School District | PADEP0000397 |
| United Servo Hydraulics Inc. | | United Servo Hydraulics Inc. | |
| Universal Alloy | | Universal Alloy | CAD981675010 |
| University of Delaware | | University of Delaware | DED000820704 |
| University of Maryland | | University of Maryland Baltimore | MDD21461876 |
| University of Montevallo | | University of Montevallo | ALD938174178 |
| University of Pennsylvania & Related Parties | | The Trustees of the University of PA | |
| | University of Pennsylvania | | PAD000003270 |
| | University of Pennsylvania | | PAD042250712 |
| | University of Pennsylvania New Bolton Center | | PAD075511816 |
| University of Richmond & Related Parties | | University of Richmond | |
| | University of Richmond | | VAP000001560 |
| | University of Richmond | | VAD119843910 |
| | University of Richmond | | VAP000001350 |

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| University of Scranton | University of Scranton | PAD079177978 |
| Upper Dublin School District | Upper Dublin School District | PAD122862279 |
| Upper Merion Area School District | Upper Merion Area School District | PAD076956879 |
| Ursinus College | Ursinus College | PAD069889996 |
| US Metal Refining Co AMAX | US Metal Refining Co. | NJD000526525 |
| US Steel Corporation | US Steel Corporation | ALD002904506 |
| USPFO | USPFO | DED982572513 |
| Uttermost Company (The) | The Uttermost Company | |
| Vaga Industries | Vaga Industries | CAD009693904 |
| Valcom | | VAD084138817 |
| Validyne Engineering & Related Parties | Validyne Engineering Corp. | |
| | Validyne Engineering Co | CAD000819862 |
| | Validyne Engineering Co | CAD000819867 |
| Valley Distributing Corporation | Valley Distributing Corporation | |
| Valley Fuel Injection Service | Valley Fuel Injection Service | VAD988200077 |
| Vanity Fair & Related Parties | VF Corporation | |
| | Vanity Fair | ALD982140030 |
| | Vanity Fair Factory Outlet | PAD002344208 |
| Varga North American Inc. | TRW Automotive Ltd | VAR000009373 |
| Vaughn Bassette | Vaughn-Bassette Furniture Company Inc. | VAD003124112 |
| VCF Films Division Of PMC Inc | VCF Films Division Of PMC Inc | MID004482964 |
| Vega Precision Laboratories Inc | Vega Precision Laboratories Inc | VAD003241866 |
| VFP Inc | VFP, Inc. | VAD988225389 |
| Viking Distillery Inc. (The) | The Viking Distillery Inc. | GAD984271650 |
| Village of Addison | Village of Addison | ILG000035711 |
| Villanova University | Villanova University | PAD071618789 |
| Virginia Beach Dodge | Virginia Beach Dodge, Inc. | VAD988171609 |
| Virginia Community College System & Related Parties | Virginia Community College System | |
| | Wytheville Community College | |
| Virginia International Terminals & Related Parties | | |
| | Norfolk International Terminal | Virginia International Terminals LLC |
| | Virginia International Terminals | Virginia International Terminals LLC |
| | Norfolk Airport Authority | Norfolk Airport Authority |
| Virginia Natural Gas & Related Parties | Virginia Natural Gas | |
| | Virginia Natural Gas | VAD130658887 |
| | Virginia Natural Gas | VAD130656887 |
| | VA Natural Gas Propane Plant | VAR000007716 |
| | Virginia Natural Gas | VA0000309138 |
| Virginia Panel Corporation | Virginia Panel Corporation | VAD065397531 |
| Virginia Transformer | Virginia Transformer | VAD988193728 |
| Viskase Corporation | Viskase Companies, Inc. | TND034730267 |
| Vita Chrome Graphics Group | Vita Chrome Graphics Group, Inc. | |
| Vita Foam | Vita Foam, Inc. | NCD981003858 |
| Vitaphore Corp. | Meyers Integra Lifesciences Corporation | CAL000031757 |
| Vogel Carton Corporation | Vogel Carton Corporation | PAD987378536 |
| Voith Transmission | Voith Turbo Inc. | PAD987322062 |
| Vulcan Chemicals | Legacy Vulcan Corp. (f/k/a Vulcan Materials | LAD092681824 |
| Vulcan Spring | Vulcan Spring | PAD987266715 |
| VWR International (For VWR Scientific Research Training Park) | VWR International LLC | NCD982097925 |
| WA Patterson Farm | WA Patterson Farm | |
| Wagner College | Wagner College | NYD986945376 |

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| Wake County Memorial Hospital & Related Parties | WakeMed | |
| Wake County Memorial Hospital | | NCD072021512 |
| Wake Medical Center | | NCD072021512 |
| Wake County Schools & Related Parties | Wake County Schools | |
| Wake County Schools | | NCTMP0001172 |
| Wake County Schools | | NCD981473267 |
| Wake Forest School of Medicine (Bowman Gray School of Medicine) | Wake Forest University Health Sciences | NCD041418799 |
| Wake Forest University | Wake Forest University | NCD986166247 |
| Wake Technical Community College | Wake Technical Community College | NCD986176873 |
| Walmart & Related Parties | Walmart Stores Inc. | |
| Walmart Inc | | VAR000008391 |
| Walmart Inc | | VAD988222642 |
| Walmart Inc | | VA0000144964 |
| Walmart Inc | | VA0000144923 |
| Walmart Inc | | VA0000144881 |
| Walmart Inc | | VA0000144758 |
| Walmart Inc | | VA0000093641 |
| Walmart Inc Store | | VA0000144980 |
| Walmart Inc Store 1773 | | VA0000144907 |
| Waldo R Griff | Waldo R Griff | CAC001348760 |
| Walworth County Solid Waste Dept. & Related Parties | Walworth County Solid Waste Dept. | |
| Walworth County Solid Waste Dept | | WID988570370 |
| Walworth County Solid Waste Dept | | WID982644510 |
| Ward Machinery | Ward Body Shop | MDD022536478 |
| Ward Trucking Corp. | Ward Machinery | |
| Ward Body Shop | Ward Trucking Corp. | |
| Ware Shoals School Dist 51 | Ware Shoals School Dist 51 | SCTMP0001296 |
| Warwick Air Conditioning Inc | Warwick Air Conditioning Inc. | VAP000013234 |
| Washington Hospital Center & Related Parties | Washington Hospital Center Corporation | |
| Washington Hospital Center | | DCD132296039 |
| Washington Iron Works | Washington Iron Works | TXD007342215 |
| Washland Custom Cleaners | Washland Custom Cleaners | TND981024797 |
| Waterfront Lumber | Waterfront Lumber | VAD988184222 |
| Watkins Motor Lines | Watkins Motor Lines, Inc. | NCD981868862 |
| Watsons Body Shop | Watsons Body Shop | NCD982122954 |
| Watts Regulator & Related Parties | Watts Water Co. | |
| Watts Regulator | | NCD097863527 |
| Watts Regulator Regtrol Enersco | | NCD097563527 |
| Watts Regulator Regtrol Enersco | | NCD097363627 |
| Watts Regulator Regtrol Enersco | | NCD097363527 |
| Watts Regulator Regtrol Enersco | | NCD097353527 |
| Watts Regulator Regtrol Enersco | | ILG |
| Watts Regulator Regtrol Enersco | | NCD09736352 |
| Watts Regulator Webster Valve Division | | NHD058537960 |
| Waverly Central Schools | Waverly Central Schools | NYD986972966 |
| Wayne Community College | Wayne Community College | NCD982108193 |
| Wayside Cleaners | Wayside Cleaners, Inc. | VAD023881642 |
| We Do Graphics & Related Parties | We Do Graphics, Inc. | |
| We Do Graphics | | CAD988520256 |
| We Do Graphics | | CAD982520256 |
| Welding Engineers Inc. | W Barr E Inc. | PAD987365590 |
| Wellborn Cabinet | Wellborn Cabinet | ALD031482037 |

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| Welsh Valley Middle School | Welsh Valley Middle School | PAD100476936 |
| Wen Don | Black Bear Corporation | VAP000006331 |
| West American Graphics | West American Graphics | CAL000175291 |
| West Coast Aerospace& Related Parties | West Coast Aerospace | |
| West Coast Aerospace | | CAL000163303 |
| West Coast Aerospace | | CAL000042665 |
| West Coast Aerospace | | CAD981394331 |
| West Coast Industrial Painting | St. Pierre & Gonzalez Ent. Inc. | CAL000081861 |
| West Marine | West Marine Inc. | |
| Western Branch Diesel | Western Branch Diesel | VAD003177086 |
| Western Metal Decorating | Western Metal Decorating | CAD008261125 |
| Western Printing Ink | Western Printing Ink | CAL000139734 |
| Western State Hospital | Western State Hospital | VAD988222899 |
| Western Water Proofing Co. & Related Parties | Western Waterproofing Company, Inc. | |
| Western Water Proofing | | |
| Western Water Proofing | | NCD982076077 |
| Westfield Public School District & Related Parties | Westfield Public School District | |
| Westfield Senior High School | | NJD980790422 |
| Westfield Administration Building | | NJD100663285 |
| Edison Intermediate School | | NJD982730049 |
| Roosevelt Middle School | | NJD982738023 |
| Washington School | | NJD982738056 |
| Westmoreland County Municipal Authority of Westmoreland County Sanitary Landfill | Westmoreland County Municipal Authority of Westmoreland County Sanitary Landfill | |
| WestRock (Westvaco) & Related Parties | WestRock MWV, LLC | |
| Mead Packaging | | CAD047781463 |
| Mead Research | | OHD046428363 |
| Westvaco Corp | | DED002337340 |
| Westvaco Corporation | | SCD003358322 |
| Westvaco Corporation | | TND030686430 |
| Westvaco CPD | | VAD003112414 |
| Westvaco Folding Carton Division | | VAD000798702 |
| Wetsel Seed Company | Wetsel Inc. | VAP000005916 |
| Weyerhaeuser Company & Related Parties | Weyerhaeuser Company/Dourtar Paper Co, LLC | |
| Weyerhaeuser Company | | NCD003199882 |
| Mac Millian Bloedel Bulk Packaging | | |
| White Pigeon Paper | White Pigeon Paper | MID005173489 |
| Whittaker Clark and Daniels Inc | Whittaker Clark and Daniels Inc | NJD981983579 |
| Whittaker Corporation Providence Chemicals Division | Whittaker Corporation | RID093214641 |
| Widener University Kirkbridge Hall | Widener University, Inc. | PAD982567075 |
| Widmers Cleaners | Widmers Cleaners | OHD017695263 |
| Wikoff Color & Related Parties | Wikoff Color Corporation | |
| Wikoff Color Corporation | | SCD079071395 |
| Wikoff Color Corp | | GAD059531186 |
| Wikoff Color Corp | | ARD127957652 |
| Wikoff Color Corporation | | TND982128449 |
| Wil Lou Gray Opportunity School | Wil Lou Gray Opportunity School | SCD987579216 |
| Wildwood / McEnroe Lamps | Wildwood Lamps & Accents Inc. | CESQG |
| Wilkes College | Wilkes University | PAD987266681 |
| Williams Fabricare Inc. | Williams Fabricare Inc. | NCD981862576 |
| Wilson County Schools | Wilson County Schools | NCD986190981 |

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| Wilson County Technical College | Wilson Technical Community College | NCTMP0001264 |
| Windward Yacht | Windward Yacht | CAD982508582 |
| Wingate College | Wingate University | NCTMP0001502 |
| Winn Dixie | Winn Dixie Stores County Inc. | GAD046887972 |
| Winston Printing Co | Winston Printing Co | NCD982083511 |
| Winterthur Museum Inc | The Henry Francis DuPont Winterthur Museum, Inc. | DED002497204 |
| Wirtz Manufacturing | Wirtz Manufacturing | |
| Wissahickon School | Wissahickon School | PAP000001882 |
| W.L. Gore & Associates, Inc. Related Parties | W.L. Gore & Associates, Inc. | |
| WL Gore | | MDD981038235 |
| WL Gore | | MDD063207161 |
| WL Gore | | DED002331536 |
| WL Gore W Associates | | MDD980694012 |
| WM Barr Company Inc. | W.M. Barr and Company, Inc. | TND007017288 |
| Wolverine Technologies Inc. | Wolverine Technologies Inc. | MID099127102 |
| Wolverine Tube | Wolverine Tube | TND000646026 |
| World Resources Company | World Resources Company | PAD981038227 |
| Worthington Biochemical Corporation | Worthington Biochemical Corporation | NJD982189318 |
| Worthington Steel Company (The) | The Worthington Steel Company | PAD002324978 |
| WSLS Channel 10 | Media General Operation, Inc. | VAP000011094 |
| Wynns Precision Inc. | Wynns Precision Inc. | VAD982662504 |
| Xaloy Inc. | Nordson Corporation | |
| Xerox Corporation | Xerox Corporation | NYD002211324 |
| Yale Materials Handling Corp | NACCO Materials Handling Group | NCD089158323 |
| Yamaha Musical Products | Yamaha Corporation of America | MID064467046 |
| Yellow Freight | Yellow Freight | NCD000003467 |
| Yokohama Tire& Related Parties | | |
| Yokohama Tire Corp. | Yokohama Tire Corp. | VAD046998191 |
| Mohawk Rubber Company | Yokohama Tire Manufacturing Virginia, LLC | VAD046998191 |
| York Properties | York Properties Corporation | NCTMP0001488 |
| YYK Enterprises | YYK Enterprises | CAD981383409 |
| Z.A. Sneedeen's Sons, Inc | Z.A. Sneedeen's Sons, Inc | NCCESQG |
| Zapata Haynie & Related Parties | Omega Protein | |
| Zapata Haynie | | VAP000004967 |
| Zapata Haynie Corp Zapata Protein | | VAD065404873 |
| Zapata Haynie Corporation | | VAP000001640 |
| Zenith Engraving Company | Zenith Engraving Company | SCD003159753 |
| Zeon Chemicals Kentucky Inc | Zion Chemicals LP | KYD985072149 |
| Zoological Society of Buffalo Inc Buffalo Zoological Gardens (The) | Zoological Society of Buffalo Inc. | |

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| Total Settllors: 1,572 | |
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Appendix 3

Philip Services Site Re-Opener Settlers

| PRP Name | Legal Name | EPA ID Number |
|---|-------------------------|---------------|
| Alcatel - Lucent Technologies & Related Parties | Alcatel-Lucent USA Inc. | |
| Alcatel - Lucent Technologies | | GAD051022432 |
| Southwire (AT&T Nessau Metals Corp.) | | SCD987581253 |
| AT and T | | VAD074752221 |
| AT and T Technologies | | NCD053008421 |
| American Telephone and Telegraph Co. | | FLD980845010 |
| AT and T | | PAD980715098 |
| AT and T | | PAD001980258 |
| AT and T | | WVP000003306 |
| AT and T Technologies | | VAD066000993 |
| AT and T Technologies | | VAD000820720 |
| AT and T Technologies Corp. | | NCD057035412 |
| AT and T Technologies Inc | | NCD001929745 |
| AT and T Technologies Inc Network Systems | | NCD003213907 |
| Vince Alline AT and T | | GATMP0001898 |
| Cenveo Inc & Related Parties | Cenveo Corp. | |
| Anderson Lithograph Co. Inc. | | CAB000014829 |
| GB Biosciences Corporation & Related Parties | GB Biosciences Corp. | |
| ISK Biosciences Corporation | | TX000836486 |
| Nashua Corporation & Related Parties | Cenveo Corp. | |
| Nashua Corporation | | NYD066829599 |
| Nashua Corporation | | NHD980917793 |
| Nashua Corporation | | NHD001079433 |
| Nashua Corporation | | NHD000076869 |
| Nashua Corporation | | MAD000790709 |
| Stabilus | | NCD980845366 |

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| Total Re-Openers: 5 | |
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Appendix 4

Facility Property Description

Tax Map Serial Numbers 532-01-01-005 (approximately 18 acres), 532-01-01-006 (approximately 2.83 acres), 532-01-01-007 (approximately 25 acres), and 603-02-01-003 (approximately 93.7 acres; originally included, recently sold)

TRACT 1. ALL that certain piece, parcel or tract of land lying in the State of South Carolina, County of York, about 3¾ miles southwest of Rock Hill, and being more particularly described as follows: Beginning at a stake in the center of the intersection of Southern Railroad and County Road at Nazarene Church, and running thence with center of the County Road S. 82-08 E. 200 feet, S. 69-12 E. 500 feet, S. 61-15 E. 125 feet and S. 44-34 E. 159 feet to stake in center of bridge over Tool's Fork Creek; thence with Creek as follows: S. 85-30 W. 108 feet, N. 75-30 W. 150 feet, S. 63 W. 175 feet, S. 1-15 W. 129 feet, S. 67-30 W. 87 feet, and S. 72 W. 68 feet; thence with center of Southern Railroad N. 41-30 E. 757 feet to the beginning, containing 18 acres, more or less, and shown on plat of property of Marvin R. Johnson prepared by Leonard H. Patterson, R.L.S. 1 November, 1966.

TRACT 2. ALL that certain piece, parcel or tract of land lying, being and situate in the State of South Carolina, County of York, Catawba Township, located about 4 miles southwest of the City of Rock Hill, and being more particularly described as follows: Beginning at a stake in the center of the Southern Railway tracks, corner of tract recently conveyed to Industrial Chemical Company, Inc., and running thence with the line of said tract S. 48-30 E. 880 feet to center of Tool's Fork Creek; thence with center of Creek S. 84-30 W. 114 feet and S. 81-30 W. 86 feet; thence with new division line N. 48-30 W. 763 feet to stake in center of Railroad; thence with center of Railroad N. 41-30 E. 150 feet to the beginning, containing 2.83 acres, more of less, and being shown on map of property of Marvin R Johnson prepared by Leonard H. Patterson, R.L.S., 15 May, 1967.

TRACT 3. ALL that certain piece, parcel or tract of land situate, lying and being in Bethesda Township, York County, south Carolina, and being more particularly described as follows: BEGINNING at a point in the center of Southern Railway right-of-way, said beginning point being a joint corner of the property herein described and a tract conveyed to Industrial Chemical Company by deed recorded in Book 541, Page 696, running thence with the line dividing the two parcels S. 50 15 E. 763 feet to a point in center of Tool's Fork Creek (Note: this line was given as S. 48 30 E. 880 feet on the above mentioned deed); thence with the centerline of Tool's Fork Creek in a southerly direction and with the meanders of said creek 1,906.5 feet to the point where the centerline of Tool's Fork Creek intersects the centerline of Fishing Creek; thence with the centerline of Fishing Creek in a westerly direction and with the meanders of said creek 1.840 feet to the point where the centerline of said creek intersects the centerline of Southern Railway right-of-way; thence with the centerline of Southern Railway's right-of-way N. 39 45 E. 858 feet to the point of beginning.

Containing 25 acres, more or less, and being more fully shown and designated according to a plat thereof entitled "Property of Star Paper Tube Co., Inc", dated December 26, 1969, drawn by R H. Marrett, RS.

Derivation: The within parcels were a portion of the real properties conveyed to Restoration & Redevelopment Solutions, LLC by way of Corrective Quit-Claim deed transferring the properties from Thermalkem, Inc., f/k/a Stablex South Carolina, Inc. on December 31, 2003, and recorded in the County of York in Deed Book 6044 at page 223. This Quit-Claim deed corrected the Quit-Claim Deed recorded at Book 5968 at page 145.

The Facility Property also originally included the following tract, which tract has since been sold by the Trustee: all that piece, parcel, and lot of land lying, and being situate on Robertson Road in Catawba Township, York County, S.C., and being shown on a survey entitled “Piedmont Analytical, Inc.” prepared by Hucks and Associates, Inc. Land Surveying and Land Planners dated August 2, 1990, recorded in Plat Book 105, at Page 169; reference is made to said plat for a more complete description of the premises. (TMS #603-02-01-003).

APPENDIX 5

REMEDIAL DESIGN/REMEDIAL ACTION

STATEMENT OF WORK

PHILIP SERVICES CORPORATION (THERMALKEM)

STATE SUPERFUND SITE

York County, South Carolina

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1. INTRODUCTION

1.1 Purpose of the SOW. This Statement of Work (SOW) sets forth the procedures and requirements for implementing the Remedial Action (RA) at the Philip Services Corporation (ThermalKem) Site located at 2324 Vernsdale Road, Rock Hill, York County, South Carolina (Site) as described in the June 2016 Record of Decision (ROD) for the Site, to achieve the Performance Standards set forth in the Consent Decree (Consent Decree) between the South Carolina Department of Health and Environmental Control (Department), the Philip Services Site PRP Group (PRP Group), and the United States of America. The PRP Group includes Work Parties, Cash Out Settlers, and Re-Opener Settlers as defined more fully in the Consent Decree. The Performance Standards are the remedial levels and other measures of achievement of the RA as identified in Section 8.0 of the ROD, including the Remedial Goals (“RGs”) for soil and groundwater (Tables 3-4 and 3-5 of the ROD).

1.2 Structure of the SOW.

- Section 2 (Community Involvement) sets forth the Department’s and Work Parties’ responsibilities for community involvement.
- Section 3 (Remedial Design) sets forth the process for developing the Remedial Design (RD), which includes the submission of specified primary deliverables.
- Section 4 (Remedial Action) sets forth requirements regarding the completion of the RA, including primary deliverables related to completion of the RA.
- Section 5 (Reporting) sets forth Work Parties’ reporting obligations.
- Section 6 (Deliverables) describes the content of deliverables and the general requirements regarding Work Parties’ submission of, and the Department’s review of, comment on, and approval of the deliverables.
- Section 7 (Schedules) sets forth a schedule for implementing the RD/RA, a schedule for submitting the primary deliverable for the RD, specifies the Supporting Deliverables that are to accompany certain deliverables, and sets forth that, after the initial primary deliverable for the RD, the schedule for submittal of deliverables will be included in future submittals for the Department’s review and approval.
- Section 8 (References) provides a list of references, including uniform resource locator (URLs) as available.

1.3 The Scope of the RA includes the following components as described in Section 11.0 of the ROD and as modified in this SOW by mutual agreement of the Department and the Work Parties:

- Excavation and offsite disposal of soil that is located outside of the Volatile Organic Compound (VOC) treatment areas that contain concentrations of metals exceeding RGs and exceeding the Department-approved background levels.

- The ROD contemplated Soil Vapor Extraction (SVE) in the Burn Pits Area, if necessary, based on the results of Preliminary Design Investigations (PDIs). PDIs completed in 2014 and 2018 by the Work Parties indicate that there are no soil impacts in the Burns Pits Area above RGs. Therefore, SVE in the Burn Pits area will not be part of the RA.
- Multi-Phase Extraction (MPE) with chemical or physical enhancements, or other applicable technologies as approved by the Department, in portions of the Fuel Oil Area where liquid phase hydrocarbon is present. The Department agrees that thermally-enhanced MPE will not be required in the Fuel Oil Area; however, *in situ* thermal treatment may be necessary in select areas within the Fuel Oil Area to address total chlorinated VOCs greater than 1 ppm. The Department agrees *in situ* thermal treatment will not be required in any portion of the Fuel Oil Area where total chlorinated VOCs are demonstrated to be less than 1 ppm.
- *In situ* thermal treatment in select areas to treat VOCs in soil and regolith groundwater. A temporary engineered cover in areas outside the building foundation may be used to enhance the thermal treatment. A temporary cover shall not justify the application of alternate dilution attenuation factors (DAF) to determine thermal treatment end points.
- Hydraulic containment, with onsite physical/chemical treatment for the regolith and bedrock hydraulic zones, if necessary, after completion of the *in situ* thermal treatment, to limit the migration of compounds in groundwater.
- Monitored natural attenuation (MNA) may follow the other remedial measures. As indicated in the ROD, MNA may be warranted after active remediation in areas where compounds are above RGs after the active remedy or to verify that concentrations of compounds remediated below RGs remain below RGs. If MNA is not demonstrated to be effective during a period of MNA monitoring (final timeframe to be determined based on Treatability Study results and additional groundwater monitoring), then additional active remediation may be warranted.
- Groundwater and surface water monitoring.
- Institutional controls.

Figure 5-6 of the ROD (Attachment A) outlines the conceptual remedial areas for the components of the RA. A map prepared by the Department, previously provided to the Work Parties on March 26, 2018, identifying primary “source areas” for consideration of *in situ* thermal treatment is included as Attachment B. The remedial areas will be refined during RD and may be further refined during implementation of the RA based upon information and data collected during the RA, subject to the Department’s approval. The RD may include sequencing of various elements of the RA, so that the anticipated benefits associated with one element can be evaluated and taken into account in the

implementation of subsequent elements. Revisions in scope of the “source areas” in the March 26, 2018 map will be based upon further assessment and/or evaluation in accordance with scientifically valid methods and principles and will be subject to Department approval.

- 1.4** The terms used in this SOW that are defined in CERCLA, 42 U. S. C. § 9601, in regulations promulgated under CERCLA, or in the Consent Decree have the meanings assigned to them in CERCLA, in such regulations, or in the Consent Decree, except that the term “Paragraph” or “¶” means a paragraph of the SOW, and the term “Section” means a section of the SOW, unless otherwise stated. If there is a conflict between definitions in CERCLA, the regulations promulgated pursuant to CERCLA, and the Consent Decree, the definition in the Consent Decree shall apply.

2. COMMUNITY INVOLVEMENT

2.1 Community Involvement Responsibilities

- (a) The Department has the lead responsibility for developing and implementing community involvement activities at the Site. Previously during the RI/FS phase, the Department developed a Community Involvement Plan (CIP). Pursuant to 40 C.F.R. § 300.435(c), the Department will review the existing CIP and determine whether it should be revised to describe further public involvement activities during the RD/RA that are not already addressed or provided for in the existing CIP. The CIP shall not be inconsistent with the NCP and the Department’s guidance and practices.
- (b) If requested by the Department, the Work Parties shall participate in community involvement activities pursuant to the CIP, including participation in (1) the preparation of information regarding the RA for dissemination to the public, and (2) public meetings that may be held or sponsored by the Department to explain activities relating to the RA. The Work Parties’ support of the Department’s community involvement activities may include providing electronic copies of deliverables to (1) Community Advisory Groups, (2) Technical Assistance Grant recipients and their advisors, and (3) other entities identified by the Department, to provide them with a reasonable opportunity for review and comment. The Department’s CIP may describe the Work Parties’ responsibilities for community involvement activities. Community involvement activities conducted by the Work Parties at the Department’s request are subject to the Department’s oversight. The Department has established a community information repository at the York County Library – Rock Hill Branch, 138 Black Street, Rock Hill, SC 29730, to house a copy of the administrative record.
- (c) **Work Parties’ CI Coordinator.** If requested by the Department, the Work Parties shall, within 60 days, designate and notify the Department of the Work Parties’ Community Involvement Coordinator (Work Parties’ CI Coordinator).

At the time of the Department's request, the Department will identify the name of the Department's CI Coordinator. The Work Parties may designate a contractor as its CI Coordinator. The Work Parties' notice must include the name, title, and qualifications of the Work Parties' CI Coordinator. The Work Parties' CI Coordinator is responsible for providing support regarding the Department's community involvement activities pursuant to the CIP, including coordinating with the Department's CI Coordinator regarding responses to the public's inquiries about the Site.

3. REMEDIAL DESIGN

3.1 RD Work Plan. The Work Parties shall submit a RD Work Plan (RDWP) for the Department's approval. The RDWP shall include:

- (1) Plans for implementing the RD activities identified in this SOW and in the RDWP, including, for example, a forecasted schedule, with explanatory notes, for completion of RD and RA activities;
- (2) A description of the overall strategy for preparing the RD, including information about remedial technologies sequencing of the RA, if appropriate and applicable;
- (3) A description of the proposed general approach to contracting, construction, operation, maintenance, and monitoring of the RA;
- (4) A description of the responsibility and authority of organizations and key personnel involved with the development of the RD;
- (5) Descriptions of areas warranting clarification and/or anticipated problems (e.g., data gaps);
- (6) A plan for temporary shutdown, and, if practical, preservation of the existing pump and treat system components during the *in situ* thermal treatment, and potential start-up of the hydraulic containment system following *in situ* thermal treatment if necessary;
- (7) Description of proposed additional Pre-Design Investigation (PDI);
- (8) Description of proposed Treatability Studies, if any;
- (9) Descriptions of applicable permitting, permitting equivalence, and other regulatory requirements;
- (10) Evaluation of the need for and extent of building demolition to implement the RA;

- (11) Submittal of final, executed property access agreements or other instruments required for obtaining access in connection with the RA and the additional RD on-site activities;
- (12) Submittal of the additional PDI Work Plan(s); and
- (13) Description of the Work Parties' Technical Memorandum (TM) approach. TMs may be used by the Work Parties to describe recommended changes or additions in RD/RA implementation tasks, the scope and details of which would be conceived during the actual conduct of the activities. TMs will be subject to approval by the Department.

3.2 Pre-Design Investigation. The purpose of the PDI is to address data gaps by conducting additional field investigations, and perform associated PDI-related computations, prior to preparation of the RD.

- (a) **PDI Work Plan.** The Work Parties shall submit a PDI Work Plan (PDIWP) for the Department's approval. The PDIWP shall include:
 - (1) An evaluation and summary of existing data and description of data gaps;
 - (2) A sampling plan, including media to be sampled, sample analytical parameters, location of samples (areal extent and depths), and number of samples;
 - (3) A proposed schedule for completion of the PDI activities and submittal of the PDI Evaluation Report to the Department; and
 - (4) The following Supporting Deliverables as described in ¶ 6.6(d): Health and Safety Plan (HASP), Quality Assurance Project Plan (QAPP), and Field Sampling Plan (FSP).
- (b) **PDI Evaluation Report.** Following the PDI, the Work Parties shall submit a PDI Evaluation Report for the Department's review, comment, and approval. This report shall include:
 - (1) Summary of the investigations performed;
 - (2) Summary of investigation results;
 - (3) Summary of validated data (*i.e.*, tables and graphics);
 - (4) Data validation reports and laboratory data reports;
 - (5) Narrative interpretation of data and results;

- (6) Results of statistical and modeling analyses, if performed;
 - (7) Representative photographs documenting the field work conducted;
 - (8) Conclusions concerning how the data may affect the RD; and
 - (9) A schedule for submittal of the Treatability Study Work Plan (TSWP), if any, not to exceed sixty (60) days from Department approval of the PDI Evaluation Report.
- (c) The Department may require the Work Parties to supplement the PDI Evaluation Report and/or to perform additional pre-design investigations.

3.3 Treatability Studies

Performance of a Treatability Study (TS) is not a requirement of the SOW. The Work Parties may perform one or more TS(s) to evaluate the efficacy, cost, performance data, and design parameters for components of the RA. Should a TS be performed by the Work Parties, the following requirements shall apply:

- (a) The Work Parties shall submit a TSWP for the Department's approval. The Work Parties shall prepare the TSWP in accordance with EPA's *Guide for Conducting Treatability Studies under CERCLA, Final* (Oct. 1992), as supplemented for RD by the *Remedial Design/Remedial Action Handbook*, EPA 540/R-95/059 (June 1995) and include the following:
 - (1) Descriptions of the treatment technologies to be evaluated;
 - (2) Objectives of the study(ies);
 - (3) Type of treatability tests to be performed (bench scale, field scale);
 - (4) Equipment, materials, and contractors to be used;
 - (5) Sampling and analysis to be performed as part of the test(s);
 - (6) Permitting requirements;
 - (7) Residuals management;
 - (8) Data management and interpretation;
 - (9) Schedule for performance of the study(ies) and submittal of the TS Evaluation Report; and

- (10) Updates to the following Supporting Deliverables, if warranted, for the TS activities: Health and Safety Plan (HASP), Quality Assurance Project Plan (QAPP), and Field Sampling Plan (FSP).
- (b) Following completion of the TS, the Work Parties shall submit a TS Evaluation Report for the Department's review, comment, and approval. The TS Evaluation Report shall include the following:
 - (1) Description of the treatability study(ies) performed;
 - (2) Deviations from the TSWP, if warranted;
 - (3) Summary and evaluation of the data collected;
 - (4) Laboratory and/or contractor treatability test reports;
 - (5) Conclusions of the treatability study(ies) in terms of the efficacy, cost implications, performance, and design parameters for components of the RA;
 - (6) An evaluation of the need for additional or follow-up data collection or treatability study(ies); and
 - (7) A schedule for additional data collection or treatability study(ies) or for preparation and submittal of the Preliminary (30%) RD.
- (c) The Department may require the Work Parties to supplement the TS Evaluation Report and/or to perform additional treatability studies.

3.4 Preliminary (30%) RD. The Work Parties shall submit a Preliminary (30%) RD for the Department's review, comment, and approval. The Preliminary (30%) RD shall include:

- (a) A design criteria report, as described in the *Remedial Design/Remedial Action Handbook*, EPA 540/R-95/059 (June 1995);
- (b) Preliminary drawings and specifications;
- (c) Descriptions of permit requirements and permitting equivalence, as applicable;
- (d) A description of voluntary practices that may be implemented to reduce the environmental footprint of the remedy in general accordance with ASTM E2893-16, Standard Guide for Greener Cleanups, ASTM International, West Conshohocken, PA 19428-2959, www.astm.org;
- (e) A description of monitoring and control measures to protect human health and the environment, such as air monitoring and dust suppression, during the RA;

- (f) Plans for demolition of Site buildings, if warranted to implement components of the RA;
- (g) Plans for sequencing elements of the RA, which will be described for each remedial technology with specific objectives to make informed decisions regarding performance of individual technologies and when to transition remedial actions from one technology to another. Precise sequencing will be determined during RA based on performance metrics for each active remedial technology established during the RD and the TS, and will be subject to the Department's approval;
- (h) Methods and locations to measure performance of the RA elements, monitor the remedial systems and track treatment progress;
- (i) Proposed interim remediation goals developed using results from the PDI, modeling and treatability studies (as warranted) for environmental media, which will be used to determine when the active remedial component of a specific remedy may be terminated;
- (j) A schedule for submittal of the Pre-Final RD after Department review, comment, and approval of the Preliminary (30%) RD;
- (k) Submittal of the following Supporting Deliverables described in ¶ 6.6: Emergency Response Plan; Site-Wide Monitoring Plan; Construction Quality Assurance/Quality Control Plan; Institutional Controls Implementation and Assurance Plan; and Transportation and Off-Site Disposal Plan; and
- (l) Updates of the following Supporting Deliverables, as warranted, for the RA: HASP, FSP and QAPP.

3.5 Pre-Final (90%) RD. The Work Parties shall submit the Pre-Final (90%) RD for the Department's review, comment, and approval. The Pre-Final RD shall be a continuation and expansion of the previous design submittal and shall address the Department's comments regarding the Preliminary (30%) RD. The Pre-Final RD will serve as the approved Final (100%) RD if the Department approves the Pre-Final RD without comments. The Pre-Final RD shall include:

- (a) A complete set of construction drawings and specifications that are: (1) certified by a South Carolina registered professional engineer; and (2) suitable for RA procurement;
- (b) A survey and engineering drawings showing existing Site features, such as elements, property borders, easements, and Site conditions;

- (c) Pre-Final versions of the same elements and deliverables as are required for the Preliminary (30%) RD;
- (d) A specification for photographic documentation of the RA;
- (e) Preliminary Operation and Maintenance (O&M) Manual; and
- (f) Updates of the Supporting Deliverables, as warranted, for those deliverables that accompanied the Preliminary (30%) RD.

3.6 Final (100%) RD. The Work Parties shall submit the Final (100%) RD for the Department's approval. The Final (100%) RD shall address the Department's comments on the Pre-Final (90%) RD and shall include final versions of the Pre-Final (90%) RD deliverables. The Final (100%) RD submittal will include a schedule for submittal of the RA Work Plan.

4. REMEDIAL ACTION

4.1 RA Work Plan. The Work Parties shall submit a RA Work Plan (RAWP) for the Department's approval that includes:

- (a) A proposed RA Construction Schedule;
- (b) An updated HASP that covers activities during the RA;
- (c) O&M Manual;
- (d) Plans for satisfying permitting requirements, including obtaining permits for off-site activity and for satisfying substantive requirements of permits for on-site activity, if any; and
- (e) In the absence of a designated Independent Quality Assurance Team (IQAT), the Work Parties must demonstrate how the IQAT objectives will be met as part of the RA.

4.2 Meetings and Inspections

- (a) **Preconstruction Conference.** The Work Parties shall hold a preconstruction conference with the Department, and others as requested by the Department, as described in the *Remedial Design/Remedial Action Handbook*, EPA 540/R-95/059 (June 1995). The Preconstruction Conference shall be held at the Site. The Work Parties shall prepare minutes of the conference and shall distribute the minutes to the Department and other attendees of the conference for their information.
- (b) **Periodic Meetings.** During RA Construction, the Work Parties shall conference with the Department monthly, unless an alternative frequency is agreed upon with

the Department, to discuss construction status. The Work Parties shall distribute an agenda prior to each conference. The conferences may be held via phone or in-person as agreed to by the Work Parties and the Department. The Work Parties shall prepare minutes of the meetings and shall distribute the minutes to the Department and other attendees of the meeting for their information.

(c) **Inspections**

- (1) The Work Parties shall conduct inspections of the RA Construction activities in accordance with the CQA/QCP.
- (2) The Department or its representative shall conduct periodic inspections of the Work. At the Department's request, the Supervising Contractor or other Work Party designee shall accompany the Department or its representative during inspections.
- (3) Within 30 days of receipt of written notification by the Department of any deficiencies in the RA Construction (as defined in ¶ 4.5), the Work Parties shall prepare a written response to the notification including, if warranted, steps already taken to address the alleged deficiency or steps that will be taken to address the alleged deficiency, including a schedule for implementation.

4.3 **Emergency Response and Reporting**

- (a) Emergency Response and Reporting required under ¶ 4.3 shall not relieve the Work Parties or its contractors from release response and reporting mandated by other federal, state, or local authorities that are not specifically mentioned in ¶ 4.3.
- (b) **Emergency Response and Reporting.** If an event occurs during performance of the RD/RA that causes a release or threatened release of Hazardous Substances on, at, or from the Site and that either constitutes an emergency situation or that may present an immediate threat to public health or welfare or the environment, the Work Parties shall: (1) immediately take appropriate action to prevent, abate, or minimize such release or threat of release; (2) immediately notify the authorized Department officer (as specified in ¶ 4.3(c)) orally, unless immediate notification is impractical due to hazardous or other conditions, in which case the verbal notification shall be made as soon as practicable; and (3) take such actions in consultation with the authorized Department officer and in accordance with applicable provisions of the HASP, the Emergency Response Plan, and other applicable deliverable(s) approved by the Department under the SOW.
- (c) **Release Reporting.** Upon the occurrence of an event during performance of the RD/RA that the Work Parties are required to report pursuant to Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and

Community Right-to-know Act (EPCRA), 42 U.S.C. § 11004, the Work Parties shall, in addition to the required notifications, within 24 hours notify the authorized Department officer orally as identified in ¶ 4.3(c)).

- (d) The “authorized Department officer” for purposes of immediate oral notifications and consultations under ¶ 4.3(a) and ¶ 4.3(b) is the Department’s Division of Emergency Response (888-481-0125). Verbal or email notification shall also be provided to the Department’s Project Manager for the Site within 24 hours.
- (e) For any event covered by ¶ 4.3(a) and ¶ 4.3(b), the Work Parties shall: (1) within 15 days after the onset of such event, submit a report to the Department describing the actions or events that occurred and the measures taken, and to be taken, in response thereto; and (2) within 30 days after the conclusion of such event, submit a report to the Department describing actions taken in response to such event.
- (f) The reporting requirements under ¶ 4.3 are in addition to the reporting required by CERCLA § 103 or EPCRA § 304.

4.4 Off-Site Shipments

- (a) The Work Parties may ship Hazardous Substances from the Site to an off-Site facility only if the facility provides notice to the Work Parties and the Department that it is in compliance with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440.
- (b) The Work Parties may ship Hazardous Substances from the Site to an out-of-state waste management facility only if, prior to any shipment, the Work Parties provide notice to the appropriate state environmental official in the receiving facility’s state and to the Department’s Project Manager. This notice requirement will not apply to any off-Site shipments when the total quantity of such shipment does not exceed 10 cubic yards. The notice must include the following information, if available: (1) the name and location of the receiving facility; (2) the type and quantity of Hazardous Substances to be shipped; (3) the schedule for the shipment; and (4) the method of transportation. The Work Parties also shall notify the state environmental official referenced above and the Department’s Project Manager of any major changes in the shipment plan, such as a decision to ship the Hazardous Substances to a different out-of-state facility. The Work Parties shall provide the notice before the Hazardous Substances are shipped.
- (c) The Work Parties may ship Investigation Derived Waste (IDW) from the Site to an off-Site facility only if they comply with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), 40 C.F.R. § 300.440, and in general accordance with *EPA’s Guide to Management of Investigation Derived Waste*, OSWER 9345.3-03FS

(Jan. 1992). Wastes shipped off-Site to a laboratory for characterization, and RCRA hazardous wastes that meet the requirements for an exemption from RCRA under 40 CFR § 261.4(e) shipped off-Site for treatability studies, are not subject to 40 C.F.R. § 300.440.

4.5 Certification of RA Construction Completion

- (a) For purposes of this SOW, “RA Construction Element” means any specific element of the RA that involves the construction and operation of a system to achieve Performance Standards and “RA Construction” comprises, for each RA Construction Element, the construction of such system and the performance of activities necessary for the system to function properly and as designed. Each RA Construction Element shall be identified in the RD but may be modified with Department approval during implementation of the RA based upon information collected during RA activities.
- (b) **Inspection of Constructed Remedy.** After completion of construction of each RA Construction Element, the Work Parties shall schedule an inspection with the Department to review the construction and operation of the system and to review whether the system is functioning properly and as designed. The inspection shall be attended by the Work Parties and the Department and/or their representatives. If the Department determines that there are deficiencies in RA Construction in accordance with ¶ 4.5(d), the Department may request that a re-inspection be conducted after the Work Parties have addressed the deficiencies.
- (c) **RA Report.** Within 90 days following the Department’s inspection of each RA Construction Element in accordance with ¶ 4.5 (b), the Work Parties shall submit an “RA Report” requesting the Department’s determination that construction of that RA Construction Element has been completed. The RA Report must: (1) include statements by a South Carolina registered professional engineer and by the Work Parties’ Project Coordinator that construction of the RA Construction Element is complete and that the RA Construction Element is functioning properly and as designed; (2) include documentation that construction of the RA Construction Element is complete and that the RA Construction Element is functioning properly and as designed; (3) include as-built drawings signed and stamped by a South Carolina registered professional engineer; (4) be prepared in accordance with Chapter 2 (Remedial Action Completion) of EPA’s *Close Out Procedures for NPL Sites* guidance (May 2011); and (5) be certified in accordance with ¶ 6.4 (Certification).
- (d) If the Department determines that an RA Construction Element is not complete, the Department will so notify the Work Parties in writing. The Department’s notice will state with specificity the rationale as to why the RA Construction Element is incomplete and a description of the activities that the Work Parties

shall perform to obtain the Department's concurrence. Within 30 days of receipt of written notification by the Department of deficiencies in the RA Construction, the Work Parties shall prepare a written response to the notification including, if warranted, steps already taken to address the alleged deficiency or steps that will be taken to address the alleged deficiency, including a schedule for implementation and resubmission of the RA Report.

- (e) If the Department determines, based on an initial or subsequent RA Report, that an RA Construction Element is complete, the Department will so notify the Work Parties in writing.
- (f) Within 30 days following the Department's concurrence that the RA Reports are complete for each of the RA Construction Elements, the Department will issue a Certification of RA Construction Completion for that specific RA Construction Element.

4.6 Certification of Active RA Completion

- (a) For purposes of this ¶ 4.6, an "active remedy" is one that involves actions to reduce the mass, concentration, toxicity, or mobility of the Site compounds of concern as identified in the ROD Tables 3-4 and 3-5.
- (b) If the Work Parties determine that active remediation by one or more RA Construction Elements is complete, the Work Parties may prepare a report requesting the Department's certification that such active remedies are complete for that element (Certification of Active RA Completion). A request for Certification of Active RA Completion may be prepared for any active remedy component of the RA (*e.g.*, completion of soil excavation, completion of *in situ* thermal treatment, completion of MPE, completion of MPE with chemical or physical enhancements or other approved technologies, operation of groundwater extraction and treatment system). The report must: (1) include certifications by a South Carolina registered professional engineer and by the Work Parties' Project Coordinator that the active component of the RA is complete; (2) be prepared in accordance with Chapter 3 (Construction Completion) of EPA's *Close Out Procedures for NPL Sites* guidance (May 2011); (3) contain monitoring or other data to demonstrate that active remediation of an RA component has achieved the active remedial goals established for that RA Construction Element in the RD; (4) if RGs have not been met at the time of the request for Certification of Active RA Completion, include a plan for post-active MNA monitoring and a contingency for additional active remediation if RGs are not projected to be met in a timeframe approved by the Department following the period of initial MNA monitoring; and (5) be certified in accordance with ¶ 6.4 (Certification).
- (c) If the Department concludes that an active remedy component of the RA is not complete, the Department will so notify the Work Parties. The Department's

notice will state with specificity the rationale as to why the active remedy component of the RA is not complete and a description of the activities that Work Parties may perform to obtain the Department's concurrence. The Work Parties may resubmit the request for Certification of Active RA Completion based upon the Department's comments or after collecting additional information or data to support the certification.

- (d) If the Department concludes, based on the initial or any subsequent request for Certification of Active RA Completion, that such an active remedy component of the RA is complete, the Department will so certify to the Work Parties in writing. Issuance of any Certification of Active RA Completion does not affect the continuing obligations of the Consent Decree.

4.7 Periodic Review Support Plan (PRSP). The Work Parties shall submit the PRSP for the Department's approval. The PRSP addresses the studies and investigations that the Work Parties shall conduct to support the Department's reviews of whether the RA is protective of human health and the environment in accordance with Section 121(c) of CERCLA, 42 U.S.C. § 9621(c) (also known as "Five-year Reviews"). The Work Parties shall develop the PRSP in accordance with *Comprehensive Five-year Review Guidance*, OSWER 9355.7-03B-P (June 2001).

4.8 Certification of Work Completion

- (a) **Final Monitoring Report.** Within 90 days following the achievement of Performance Standards, the Work Parties shall submit a Final Monitoring Report to the Department demonstrating that the Performance Standards have been met. The report must: (1) include certifications by a South Carolina registered professional engineer and by the Work Parties' Project Coordinator that the Performance Standards have been met; (2) contain monitoring data to demonstrate that Performance Standards have been met; and (3) be certified in accordance with ¶ 6.4 (Certification).
- (b) **Work Completion Inspection.** The Work Parties and the Department will perform an inspection for the purpose of obtaining the Department's certification of work completion (Certification of Work Completion). The inspection must be attended by the Work Parties and the Department and/or their representatives.
- (c) **Work Completion Report.** Within 90 days following the inspection, the Work Parties shall submit a report to the Department requesting the Department's Certification of Work Completion (Work Completion Report). The report must: (1) include certifications by a South Carolina registered professional engineer and by the Work Parties' Project Coordinator that the Work, including all O&M activities, is complete; and (2) be certified in accordance with ¶ 6.4 (Certification). If the Monitoring Report submitted under ¶ 4.6(a) includes the

elements required under this ¶ 4.8(c), then the Monitoring Report suffices to satisfy the requirements under this ¶ 4.8(c).

- (d) If after completion of the inspection and review of the Work Completion Report the Department concludes that the RA is not complete, the Department will so notify the Work Parties in writing. The Department's notice must include the rationale as to why the RA is not complete and a description of the activities that Work Parties may perform to obtain the Department's Certification of Work Completion. Within 90 days of receipt of written notification by the Department, the Work Parties shall prepare a written response to the notification including, if warranted, steps already taken to address the Department's notice or steps that will be taken to address the Department's notice, including a schedule for implementation and resubmission of the Work Completion Report.
- (e) If the Department concludes, based on the initial or any subsequent report requesting Certification of Work Completion, that the Work is complete, the Department will so certify in writing to the Work Parties. Issuance of the Certification of Work Completion does not affect any continuing obligations of the Consent Decree.

5. REPORTING

5.1 Progress Reports. Commencing thirty days after the end of the quarter following the Effective Date of the Consent Decree and until the Department issues the Certification of RA Construction Completion, the Work Parties shall submit progress reports to the Department on a quarterly basis, or as otherwise approved by the Department. The reports must cover all activities that took place during the prior reporting period, including:

- (a) A summary of actions that have been taken toward achieving compliance with the Consent Decree;
- (b) A summary of results of sampling, tests, and all other data received or generated by the Work Parties;
- (c) A description of deliverables that the Work Parties submitted to the Department;
- (d) A description of expected activities relating to RA Construction that are scheduled for the next quarter;
- (e) An updated RA Construction Schedule, together with information regarding percentage of completion, delays encountered or anticipated that may affect the future schedule for implementation of the RA, and a description of efforts made to mitigate those delays or anticipated delays;

- (f) A description of modifications to the work plans or other schedules that the Work Parties have proposed or that have been approved by the Department; and
- (g) A description of activities undertaken at the Department's request in support of the Community Involvement Plan (CIP) during the reporting period and those to be undertaken in the next quarter.

5.2 Notice of Progress Report Schedule Changes. If the schedule for any activity described in the Progress Reports, including activities described under ¶ 5.1(d), changes, the Work Parties shall notify the Department of such change at least seven calendar days before performance of the activity.

6. DELIVERABLES

6.1 Applicability. The Work Parties shall submit deliverables for the Department's information, review, comment, approval, or in support of work certification as specified in the SOW. If none is specified, the deliverable does not require the Department's approval or comment. Paragraphs 6.2 (In Writing) through 6.3 (General Requirements for Deliverables) apply to all deliverables. Paragraph 6.4 (Certification) applies to any deliverable that is required to be certified. Paragraph 6.5 (Approval of Deliverables) applies to any deliverable that is required to be submitted for the Department's approval.

6.2 In Writing. Deliverables under this SOW shall be in writing unless otherwise specified.

6.3 General Requirements for Deliverables. Deliverable shall be submitted in accordance with the deadlines in the RD Schedule in ¶ 7.2 and the RA Schedule in ¶ 7.3. The Work Parties shall submit deliverables to the Department in the form of (i) one hard copy paper form and (ii) one electronic copy via electronic media (*e.g.*, compact disk or "flash drive"), email or placement in a secure, cloud content management and file sharing service established solely for the Department's use and managed by the Work Parties. If electronic media such as compact disk or flash drives are used, they must be new.

6.4 Certification. Deliverables that require compliance with this ¶ 6.4 must be signed by the Work Parties' Project Coordinator, or other responsible official of the Work Parties, and must contain the following statement:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting

false information, including the possibility of fine and imprisonment for knowing violations.

6.5 Approval of Deliverables

(a) Initial Submissions.

The Department shall timely review any deliverable that is required to be submitted for the Department's approval under the Consent Decree or the SOW. In light of such review, the Department will, in writing: (i) approve, in whole or in part, the submission; (ii) approve the submission upon specified conditions; (iii) disapprove, in whole or in part, the submission; or (iv) any combination of the foregoing. Any notice of disapproval under (iii) or (iv) above, or notice of approval upon specified conditions under (ii) above, will state with specificity the rationale as to why the deliverable is not approved or why it is approved with conditions and include a description of the activities that the Work Parties shall perform to obtain the Department's full approval.

(b) Resubmissions.

- (1) Upon receipt of a written notice of disapproval under ¶ 6.5(a) (Initial Submissions), or if required by a written notice of approval upon specified conditions under ¶ 6.5(a), the Work Parties shall, within thirty (30) days or such longer reasonable timeframe specified by the Department in such written notice, correct the deficiencies and resubmit the deliverable for approval. After review of the resubmitted deliverable, the Department will, in writing: (i) approve, in whole or in part, the resubmission; (ii) approve the resubmission upon specified conditions; (iii) disapprove, in whole or in part, the resubmission, requiring the Work Parties to correct the deficiencies; or (iv) any combination of the foregoing. Any notice of disapproval under (iii) or (iv) above, or notice of approval upon specified conditions under (ii) above, will state with specificity the rationale as to why the deliverable is not approved or why it is approved with conditions and include a description of the activities that the Work Parties may perform to obtain the Department's full approval.
- (2) Upon receipt of a written notice of disapproval under ¶ 6.5(b) (Resubmissions), or if required by a written notice of approval upon specified conditions under ¶ 6.5(b), the Work Parties shall correct the deficiencies and again resubmit the deliverable for approval pursuant to the procedure set forth in ¶ 6.5(b)(1). Notwithstanding the foregoing, after the initial document submittal and two revisions of that submittal, the Department may modify the second or any subsequent resubmission to cure deficiencies in such resubmission if: (i) the Department determines that disapproving the resubmission and awaiting another resubmission

would cause substantial disruption to the Work; or (ii) previous submission(s) have been disapproved due to material defects and the deficiencies in the initial submission under consideration indicate a bad faith lack of effort to submit an acceptable deliverable. Such determination shall be reasonable.

- (c) **Implementation.** Upon approval or approval upon conditions or modification by the Department under ¶ 6.5(a) (Initial Submissions), or ¶ 6.5(b) (Resubmissions), of any deliverable, or any portion thereof: (1) such deliverable, or portion thereof, shall be incorporated into and enforceable under the Consent Decree; and (2) the Work Parties shall take the action identified by such deliverable, or portion thereof, subject to the Work Parties' right to invoke dispute resolution procedures set forth in the Consent Decree with respect to modifications of conditions made by the Department. The implementation of a non-deficient portion of a deliverable submitted or resubmitted under ¶ 6.5(a) does not relieve the Work Parties of any requirement to resubmit the deficient part of the deliverable.

6.6 Supporting Deliverables. The Work Parties shall submit each of the following supporting deliverables for the Department's approval, except as specifically provided. The Work Parties shall develop the deliverables in accordance with applicable regulations, guidance documents, and policies (see Section 8 (References)). The Work Parties shall update the supporting deliverables as necessary or appropriate during the course of the RD/RA, and/or as requested by the Department.

- (a) **Health and Safety Plan.** The Health and Safety Plan (HASP) describes activities to be performed to protect onsite personnel and area residents from physical, chemical, and other hazards posed by the RD/RA. The Work Parties shall develop the HASP in accordance with EPA's Emergency Responder Health and Safety and Occupational Safety and Health Administration (OSHA) requirements under 29 C.F.R. §§ 1910 and 1926. The HASP should cover RD activities and should be, as appropriate, updated to cover activities during the RA and updated to cover activities after RA completion. The Department does not approve the HASP, but will review it to ensure that necessary elements are included and that the plan provides for the protection of human health and the environment. The Department expressly disclaims any and all liability that may result from implementation of the Health and Safety Plan by the Work Parties.
- (b) **Emergency Response Plan.** The Emergency Response Plan (ERP) shall describe procedures to be used in the event of an accident or emergency at the Site (for example, weather-related emergencies, power outages, water impoundment failure, treatment plant failure, slope failure, etc.). The ERP shall include:
 - (1) Name of the person or entity responsible for responding in the event of an emergency incident;

- (2) Plan and date(s) for meeting(s) with the local community, including local, State, and federal agencies involved in the cleanup, as well as local emergency response squads and hospitals;
 - (3) Spill Prevention, Control, and Countermeasures (SPCC) Plan (if applicable), consistent with the regulations under 40 C.F.R. Part 112, describing measures to prevent, and contingency plans for, spills and discharges;
 - (4) Notification activities in accordance with ¶ 4.3(b) (Release Reporting) in the event of a release of Hazardous Substances requiring reporting under Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and Community Right-to-know Act (EPCRA), 42 U.S.C. § 11004; and
 - (5) A description of necessary actions to ensure compliance with Article XI (Project Manager/Coordinator) at Paragraph 44 (Authority of the Department's Project Manager) of the Consent Decree in the event of an occurrence during the performance of the Work that causes or threatens a release of Hazardous Substances from the Site that constitutes an emergency or may present an immediate threat to public health or welfare or the environment.
- (c) **Field Sampling Plan.** The Field Sampling Plan (FSP) addresses sample collection activities. The FSP shall be written so that a field sampling team unfamiliar with the project would be able to gather the samples and field information required. The Work Parties shall develop the FSP in accordance with *Guidance for Conducting Remedial Investigations and Feasibility Studies*, EPA/540/G 89/004 (Oct. 1988).
- (d) **Quality Assurance Project Plan.** The Quality Assurance Project Plan (QAPP) augments the FSP and addresses sample analysis and data handling regarding the RD/RA. The QAPP must include a detailed explanation of Work Parties' quality assurance, quality control, and chain of custody procedures for pre-design, treatability, design, compliance, and monitoring samples. The Work Parties shall develop the QAPP in accordance with *EPA Requirements for Quality Assurance Project Plans*, QA/R-5, EPA/240/B-01/003 (Mar. 2001, reissued May 2006); *Guidance for Quality Assurance Project Plans*., QA/G-5, EPA/240/R 02/009 (Dec. 2002); and *Uniform Federal Policy for Quality Assurance Project Plans*, Parts 1-3, EPA/505/B-04/900A through 900C (Mar. 2005). The QAPP also must include procedures:
- (1) To ensure that the Department and its authorized representatives have reasonable access to laboratories used by the Work Parties in implementing the Consent Decree (Work Parties' Labs);

- (2) To ensure that Work Parties' Labs analyze all samples submitted by the Department pursuant to the QAPP for quality assurance monitoring;
 - (3) To ensure that Work Parties' Labs perform all analyses using EPA-accepted methods (*i.e.*, the methods documented in *EPA Contract Laboratory Program Statement of Work for Inorganic Analysis*, ILM05.4 (Dec. 2006); *EPA Contract Laboratory Program Statement of Work for Organic Analysis*, SOM01.2 (amended Apr. 2007); and *EPA Contract Laboratory Program Statement of Work for Inorganic Superfund Methods (Multi-Media, Multi-Concentration)*, ISM01.2 (Jan. 2010)) or other methods acceptable to the Department;
 - (4) To ensure that Work Parties' Labs are certified and current in the Department's Environmental Laboratory Certification Program for the test methods employed;
 - (5) For Work Parties to provide the Department with notice at least 14 days prior to sample collection activity, unless remedy implementation or monitoring requires a shorter time frame in which case the Work Parties will provide as much notice as possible
 - (6) For Work Parties to provide split samples and/or duplicate samples to the Department upon request;
 - (7) For the Department to take additional samples that it deems necessary;
 - (8) For the Department to provide to Work Parties, upon request, split samples and/or duplicate samples in connection with the Department's oversight sampling; and
 - (9) For Work Parties to submit to the Department sampling and tests results and other data in connection with the implementation of the Consent Decree.
- (e) **Site-Wide Monitoring Plan.** The purpose of the Site-Wide Monitoring Plan (SWMP) is to obtain baseline information regarding the extent of contamination in affected media at the Site; to obtain information, through short- and long-term monitoring, about the movement of and changes in contamination throughout the Site, before and during implementation of the RA; to obtain information regarding contamination levels to determine whether an active remedy component element of the RA is complete; to obtain information regarding contamination levels to determine whether Performance Standards are achieved; and to obtain information to determine whether to perform additional actions, including further Site monitoring. The SWMP shall include:

- (1) Description of the environmental media to be monitored;
 - (2) Description of the data collection parameters, including existing and proposed monitoring devices and locations, schedule and frequency of monitoring, analytical parameters to be monitored, and analytical methods employed;
 - (3) Description of how performance data will be analyzed, interpreted, and reported, and/or other Site-related requirements;
 - (4) Description of verification sampling procedures;
 - (5) Description of deliverables that will be generated in connection with monitoring, including sampling schedules, laboratory records, and monitoring reports to be submitted to the Department; and
 - (6) If warranted, description of proposed additional monitoring and data collection actions (such as increases or decreases in frequency of monitoring, and/or installation of additional monitoring devices in the affected areas) in the event that results from monitoring devices indicate changed conditions (such as higher or lower than expected concentrations of the contaminants of concern or groundwater contaminant plume movement).
- (f) **Construction Quality Assurance/Quality Control Plan (CQA/QCP).** The purpose of the CQA/QCP is to describe planned and systemic activities that provide confidence that the RA Construction satisfies the plans, specifications, and related requirements, including quality objectives. The CQA/QCP shall:
- (1) Identify, and describe the responsibilities of and the organizations and personnel implementing the CQA/QCP;
 - (2) Describe the Performance Standards to be met to achieve Certification of Work Completion, and the activities that will be performed to determine if Performance Standards have been met;
 - (3) Describe verification activities, such as inspections, sampling, testing, monitoring, and production controls, under the CQA/QCP;
 - (4) Describe industry standards and technical specifications used in implementing the CQA/QCP;
 - (5) Describe procedures for tracking construction deficiencies from identification through corrective action;

- (6) Describe procedures for documenting all CQA/QCP activities; and
 - (7) Describe procedures for retention of documents and for final storage of documents.
- (g) **Transportation and Off-Site Disposal Plan.** The Transportation and Off-Site Disposal Plan (TODP) describes plans to ensure compliance with ¶ 4.4 (Off-Site Shipments). The TODP must include:
- (1) Proposed routes for off-site shipment of Hazardous Substances;
 - (2) Identification of communities affected by shipment of Hazardous Substances; and
 - (3) Description of plans to minimize impacts on affected communities.
- (h) **O&M Manual.** The O&M Manual serves as a guide to the purpose and function of the equipment and systems that make up the remedy. The O&M Manual provides technical information and data, manufacturers' information, protocols, process parameters, operation procedures, staffing, training, and maintenance schedules. The Work Parties shall develop the O&M Manual in accordance with *Operation and Maintenance in the Superfund Program*, OSWER 9200.1 37FS, EPA/540/F-01/004 (May 2001). For emphasis, the O&M Manual shall also include the following items:
- (1) **O&M Reporting.** Description of records and reports that will be generated during O&M, such as operating logs, laboratory records, reports regarding emergencies, maintenance records, O&M reports, and content and schedules of reports to be submitted to the Department; and
 - (2) Description of corrective action in case of systems failure, including:
 - (i) alternative procedures to prevent the release or threatened release of Hazardous Substances which may endanger public health and the environment;
 - (ii) analysis of vulnerability and additional resource requirements should a failure occur;
 - (iii) notification and reporting requirements should O&M systems fail or be in danger of imminent failure; and
 - (iv) community notification requirements.
- (i) **Institutional Controls Implementation and Assurance Plan.** The Institutional Controls Implementation and Assurance Plan (ICIAP) describes plans to implement, maintain, and enforce the Institutional Controls (ICs) at the Site. The Work Parties shall develop the ICIAP in accordance with *Institutional Controls: A Guide to Planning, Implementing, Maintaining, and Enforcing Institutional Controls at Contaminated Sites*, OSWER 9355.0-89, EPA/540/R-09/001 (Dec. 2012), and *Institutional Controls: A Guide to Preparing Institutional Controls*

Implementation and Assurance Plans at Contaminated Sites, OSWER 9200.0-77, EPA/540/R-09/02 (Dec. 2012). For emphasis, the ICIAP shall include the following additional requirements:

- (1) If applicable, locations of recorded real property interests (*e.g.*, easements, liens) and resource interests in the property that may affect ICs (*e.g.*, surface, mineral, and water rights) including accurate mapping and geographic information system (GIS) coordinates of such interests; and
- (2) Legal descriptions and survey maps that are prepared according to current American Land Title Association (ALTA) Survey guidelines and certified by a South Carolina registered licensed surveyor.

7. SCHEDULES

Applicability and Revisions. Tasks and deliverables required under this SOW shall be submitted or completed by the deadlines or within the time durations listed in the RD and RA Schedules set forth below. For deliverables, a schedule for submitting the initial primary deliverables for the RD is provided below. After the initial primary deliverables for the RD, the schedule for submittal of subsequent deliverables will be included in future submittals for the Department's review and concurrence. During the implementation of the RD/RA, the Work Parties may submit proposed revised schedules for the Department's approval. Upon the Department's approval, the revised RD and/or RA Schedules supersede the RD and RA Schedules set forth below, and any previously approved RD and/or RA Schedules. The Department and the Work Parties will work cooperatively to perform the RD/RA in a reasonably expeditious manner.

| 7.2 RD Schedule | | | |
|------------------------|--|-------------------|--|
| | Description of Deliverable, Task | SOW ¶ Ref. | Deadline |
| 1 | Identification of Project Coordinator | CD Para. 43(a) | 10 days after Consent Decree Effective Date (execution by the Court). |
| 2 | Identification of Supervising Contractor | CD Para. 11(d) | 90 days after Consent Decree Effective Date (execution by the Court). |
| 3 | RDWP | 3.1 | 120 days after the Department's Authorization to Proceed regarding Supervising Contractor under Consent Decree ¶ 11(d) or (e) |
| 4 | PDIWP | 3.2(a) | Submittal schedule to be included in RDWP |
| 5 | FSP* | 6.6(c) | To be submitted with PDIWP |
| 6 | HASP* | 6.6(a) | To be submitted with PDIWP |
| 7 | QAPP* | 6.6(d) | To be submitted with PDIWP |

| | | | |
|----|-----------------------|--------|--|
| 8 | PDI Evaluation Report | 3.2(b) | Submittal schedule to be included in PDIWP |
| 9 | TSWP | 3.3(a) | Submittal schedule to be included in PDI Evaluation Report |
| 10 | TS Evaluation Report | 3.3(b) | Submittal schedule to be included in TSWP |
| 11 | Preliminary (30%) RD | 3.4 | Submittal schedule to be included in TS Evaluation Report |
| 12 | Pre-Final (90%) RD | 3.5 | Submittal schedule to be included in Preliminary 30% RD |
| 13 | Final (100%) RD | 3.6 | Submittal schedule to be included in Pre-Final 90% RD |

* FSP, HASP, and QAPP will also be updated, if warranted, for submittal with the TSWP and RA activities.

| 7.3 RA Schedule | | | |
|------------------------|---|--------------------------------|---|
| | Description of Deliverable / Task | ¶ Ref. | Deadline |
| 1 | Award RA contract | | 120 days after the Department Notice of Authorization to Proceed with RA |
| 2 | RAWP | 4.1 | Submittal schedule to be included in Final (100%) RD Schedule |
| 3 | HASP | 6.6(a) | To be submitted with RAWP |
| 4 | ERP | 6.6(b) | To be submitted with RD submittals |
| | | 4.3(b) | Communicate within 24 hours of release event; submit report 30 days after conclusion of event |
| 5 | SWMP | 6.6(e) | To be submitted with RD submittals |
| 6 | CQA/QCP | 6.6(f) | To be submitted with RD submittals |
| 7 | TODP | 6.6(g) | To be submitted with RD submittals |
| 8 | Pre-Construction Conference | 4.2(a) | 60 days after award of RA contract |
| 9 | Start of RA Construction | | Schedule to be included in RAWP |
| 10 | O&M Manual | 6.6(h) | To be submitted with RAWP |
| 11 | ICIAP | 6.6(i) CD Article VII | To be submitted with RD submittals |
| 12 | Inspection of Constructed Remedy | 4.5(b) | For each RA Construction Element, 30 days after notification to the Department of construction completion |
| 13 | RA Report | 4.5(c) | 90 days following Department's inspection of RA Construction Element |
| 14 | Request for Certification of Active RA Completion | 4.6 | For each RA Construction Element, at any time the Work Parties determine such active remedy component is complete |

| | | | |
|----|------------------------------|--------|---|
| 15 | Final Monitoring Report | 4.8(a) | 90 days following achievement of Performance Standards |
| 16 | Work Completion Inspection | 4.8(b) | 30 days after submission of the Final Monitoring Report |
| 17 | Work Completion Report | 4.8(c) | 90 days following Work Completion Inspection |
| 18 | Periodic Review Support Plan | 4.7 | Five years after Start of RA Construction, and for every five years thereafter until Certification of Work Completion is issued |

8. REFERENCES

8.1 The following regulations and guidance documents, among others, apply to the Work. Any item for which a specific URL is not provided below is available on one of the two EPA Web pages listed in ¶ 8.2:

- (a) A Compendium of Superfund Field Operations Methods, OSWER 9355.0-14, EPA/540/P-87/001a (Aug. 1987).
- (b) CERCLA Compliance with Other Laws Manual, Part I: Interim Final, OSWER 9234.1-01, EPA/540/G-89/006 (Aug. 1988).
- (c) Guidance for Conducting Remedial Investigations and Feasibility Studies, OSWER 9355.3-01, EPA/540/G-89/004 (Oct. 1988).
- (d) CERCLA Compliance with Other Laws Manual, Part II, OSWER 9234.1-02, EPA/540/G-89/009 (Aug. 1989).
- (e) Guidance on EPA Oversight of Remedial Designs and Remedial Actions Performed by Potentially Responsible Parties, OSWER 9355.5-01, EPA/540/G-90/001 (Apr. 1990).
- (f) Guidance on Expediting Remedial Design and Remedial Actions, OSWER 9355.5-02, EPA/540/G-90/006 (Aug. 1990).
- (g) Guide to Management of Investigation-Derived Wastes, OSWER 9345.3-03FS (Jan. 1992).
- (h) Permits and Permit Equivalency Processes for CERCLA On-Site Response Actions, OSWER 9355.7-03 (Feb. 1992).
- (i) Guidance for Conducting Treatability Studies under CERCLA, OSWER 9380.3-10, EPA/540/R-92/071A (Nov. 1992).

- (j) National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule, 40 C.F.R. Part 300 (Oct. 1994).
- (k) Guidance for Scoping the Remedial Design, OSWER 9355.0-43, EPA/540/R-95/025 (Mar. 1995).
- (l) Remedial Design/Remedial Action Handbook, OSWER 9355.0-04B, EPA/540/R-95/059 (June 1995).
- (m) EPA Guidance for Data Quality Assessment, Practical Methods for Data Analysis, QA/G-9, EPA/600/R-96/084 (July 2000).
- (n) Operation and Maintenance in the Superfund Program, OSWER 9200.1-37FS, EPA/540/F-01/004 (May 2001).
- (o) Comprehensive Five-year Review Guidance, OSWER 9355.7-03B-P, 540-R-01-007 (June 2001).
- (p) Guidance for Quality Assurance Project Plans, QA/G-5, EPA/240/R-02/009 (Dec. 2002).
- (q) Institutional Controls: Third Party Beneficiary Rights in Proprietary Controls (Apr. 2004).
- (r) Quality management systems for environmental information and technology programs -- Requirements with guidance for use, ASQ/ANSI E4:2014 (American Society for Quality, February 2014).
- (s) Uniform Federal Policy for Quality Assurance Project Plans, Parts 1-3, EPA/505/B-04/900A through 900C (Mar. 2005).
- (t) Superfund Community Involvement Handbook, SEMS 100000070 (January 2016) available at <https://www.epa.gov/superfund/community-involvement-tools-and-resources>.
- (u) EPA Guidance on Systematic Planning Using the Data Quality Objectives Process, QA/G-4, EPA/240/B-06/001 (Feb. 2006).
- (v) EPA Requirements for Quality Assurance Project Plans, QA/R-5, EPA/240/B-01/003 (Mar. 2001, reissued May 2006).
- (w) EPA Requirements for Quality Management Plans, QA/R-2, EPA/240/B-01/002 (Mar. 2001, reissued May 2006).
- (x) EPA Contract Laboratory Program Statement of Work for Inorganic Analysis, ILM05.4 (Dec. 2006).

- (y) EPA Contract Laboratory Program Statement of Work for Organic Analysis, SOM01.2 (amended Apr. 2007).
- (z) EPA National Geospatial Data Policy, CIO Policy Transmittal 05-002 (Aug. 2008), available at <https://www.epa.gov/geospatial/geospatial-policies-and-standards> and <https://www.epa.gov/geospatial/epa-national-geospatial-data-policy>.
- (aa) Summary of Key Existing EPA CERCLA Policies for Groundwater Restoration, OSWER 9283.1-33 (June 2009).
- (bb) Principles for Greener Cleanups (Aug. 2009), available at <https://www.epa.gov/greenercleanups/epa-principles-greener-cleanups>.
- (cc) Providing Communities with Opportunities for Independent Technical Assistance in Superfund Settlements, Interim (Sep. 2009).
- (dd) EPA Contract Laboratory Program Statement of Work for Inorganic Superfund Methods (Multi-Media, Multi-Concentration), ISM01.2 (Jan. 2010).
- (ee) Close Out Procedures for National Priorities List Sites, OSWER 9320.2-22 (May 2011).
- (ff) Groundwater Road Map: Recommended Process for Restoring Contaminated Groundwater at Superfund Sites, OSWER 9283.1-34 (July 2011).
- (gg) Recommended Evaluation of Institutional Controls: Supplement to the “Comprehensive Five-Year Review Guidance,” OSWER 9355.7-18 (Sep. 2011).
- (hh) Construction Specifications Institute’s MasterFormat (latest version), available from the Construction Specifications Institute, <http://www.csinet.org/masterformat>.
- (ii) Updated Superfund Response and Settlement Approach for Sites Using the Superfund Alternative Approach, OSWER 9200.2-125 (Sep. 2012)
- (jj) Institutional Controls: A Guide to Planning, Implementing, Maintaining, and Enforcing Institutional Controls at Contaminated Sites, OSWER 9355.0-89, EPA/540/R-09/001 (Dec. 2012).
- (kk) Institutional Controls: A Guide to Preparing Institutional Controls Implementation and Assurance Plans at Contaminated Sites, OSWER 9200.0-77, EPA/540/R-09/02 (Dec. 2012).

- (ll) EPA's Emergency Responder Health and Safety Manual, OSWER 9285.3-12 (July 2005 and updates), https://www.epaossc.org/_HealthSafetyManual/manual-index.htm.
- (mm) Broader Application of Remedial Design and Remedial Action Pilot Project Lessons Learned, OSWER 9200.2-129 (Feb. 2013).
- (nn) Guidance for Evaluating Completion of Groundwater Restoration Remedial Actions, OSWER 9355.0-129 (Nov. 2013).
- (oo) Groundwater Remedy Completion Strategy: Moving Forward with the End in Mind, OSWER 9200.2-144 (May 2014).

8.2 A more complete list may be found on the following EPA Web pages:

Laws, Policy, and Guidance: <https://www.epa.gov/superfund/superfund-policy-guidance-and-laws>.

Test Methods Collections: <https://www.epa.gov/measurements/collection-methods>

8.3 For any regulation or guidance referenced in the Consent Decree or SOW, the reference will be read to include any subsequent modification, amendment, or replacement of such regulation or guidance. Such modifications, amendments, or replacements apply to the Work only after the Work Parties receive notification from the Department of the modification, amendment, or replacement.

STATEMENT OF WORK

ATTACHMENT A

**Figure 5-6 of the
Record of Decision and Feasibility Study**

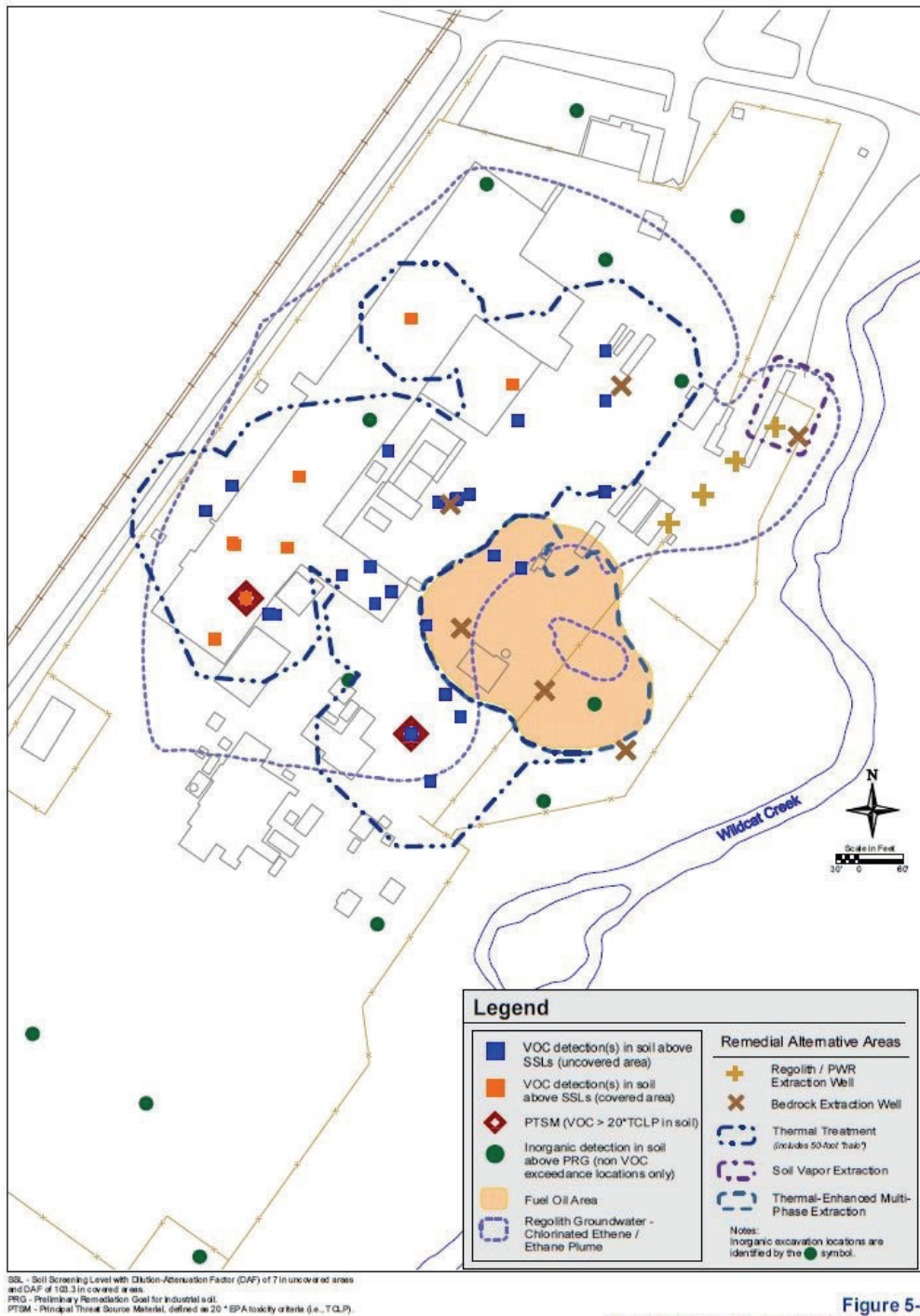


Figure 5-6
Combination Alternative 3 Locations
 Feasibility Study Report
 Former PSC Site - Rock Hill, SC

CDM

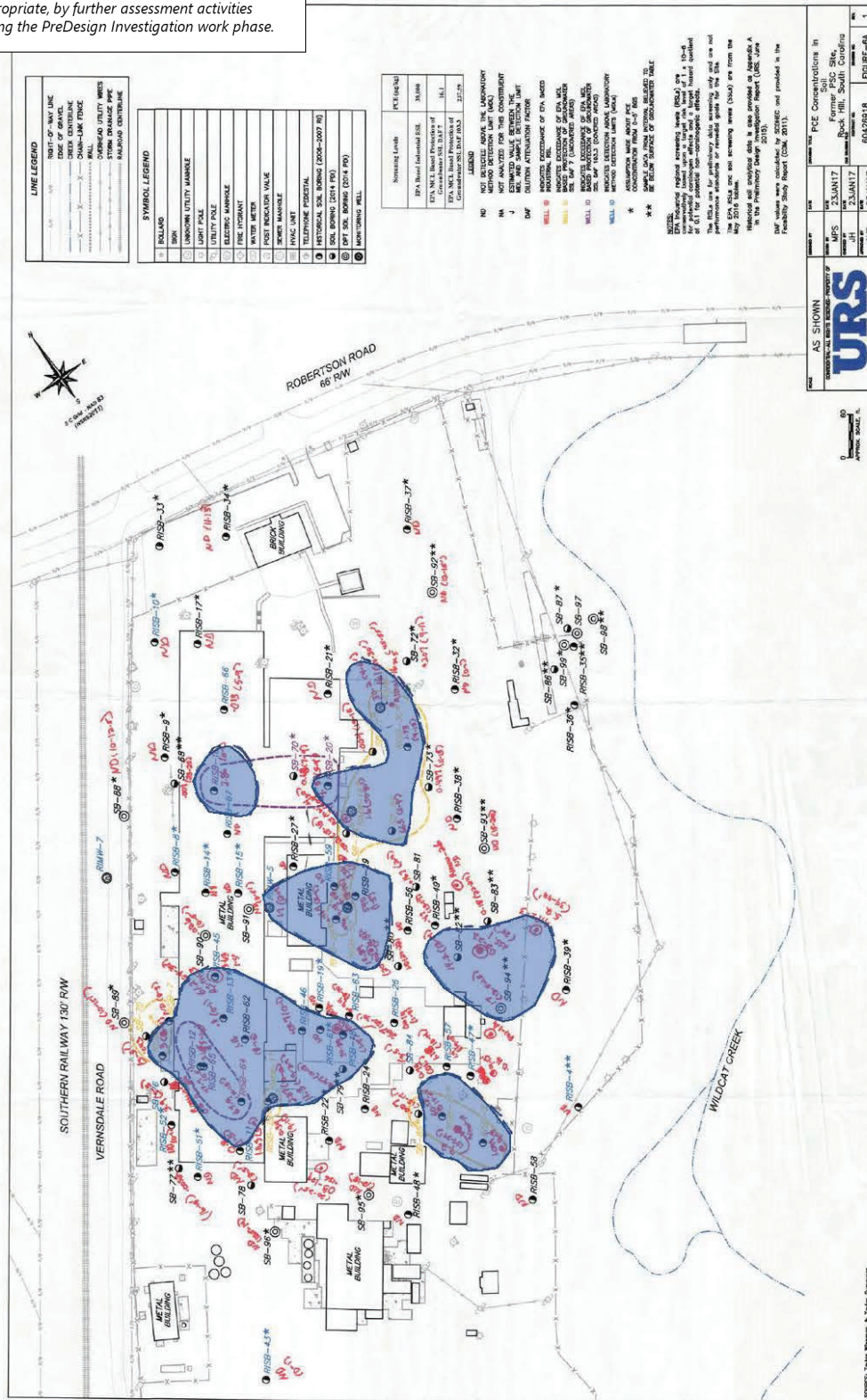
STATEMENT OF WORK

ATTACHMENT B

“Source Area” Figure Provided by the Department on March 26, 2018

(Source Areas highlighted in blue for clarity)

Note: The lateral and vertical extent of impacts will be further defined, as necessary and appropriate, by further assessment activities during the PreDesign Investigation work phase.



LINE LEGEND

| | |
|-------------|------------------------|
| —X—X— | RIGHT-OF-WAY LINE |
| - - - - | EDGE OF GRAVEL |
| ——●—— | CREEK CENTRELINE |
| X — X — | CHAIN-LINK FENCE |
| ===== | MALL |
| -----X----- | OVERHEAD UTILITY WIRES |
| ---X--- | STORM DRAINAGE PIPE |
| | RAILROAD CENTRELINE |

| SYMBOL LEGEND | |
|---------------|--------------------------------------|
| | BOLLARD |
| | SIGN |
| | UNKNOWN UTILITY MANHOLE |
| | LIGHT POLE |
| | UTILITY POLE |
| | ELECTRIC MANHOLE |
| | FIRE HYDRANT |
| | WATER METER |
| | POST INDICATOR VALVE |
| | SEWER MANHOLE |
| | HVAC UNIT |
| | TELEPHONE PEDISTAL |
| | HISTORICAL SOIL BORING (2004-2007 R) |
| | SOIL BORING (2014 PO) |
| | DPT SOIL BORING (2014 PO) |
| | MONITORING WELL |

| Screening Levels | PCE (ng/kg) |
|---|-------------|
| EPA Based Industrial EIS | 30,000 |
| EPA NCL Based Protection of Groundwater SSL DAF 7 | 16.1 |
| EPA NCL Based Protection of Groundwater SSL DoE 100.5 | 2.57-29 |

| | | | |
|-----|--|--|----|
| NO | NO INTERFERE ABOVE THE LIMITATION METHOD DETECTION LIMIT (MQL) | INDICATES EXCESSIVE OF EPA INDEXED DETECTION LIMIT (MQL) DETECTION LIMIT (MQL) DETECTION LIMIT (MQL) | NO |
| M | NOT ANALYZED FOR THIS CONSTITUENT | INDICATES EXCESSIVE OF EPA INDEXED DETECTION LIMIT (MQL) DETECTION LIMIT (MQL) DETECTION LIMIT (MQL) | NO |
| J | ESTIMATED VALUE BETWEEN THE DETECTION LIMIT AND SAMPLE DETECTION LIMIT | INDICATES EXCESSIVE OF EPA INDEXED DETECTION LIMIT (MQL) DETECTION LIMIT (MQL) DETECTION LIMIT (MQL) | NO |
| DAF | DETECTION ATTENUATION FACTOR | INDICATES EXCESSIVE OF EPA INDEXED DETECTION LIMIT (MQL) DETECTION LIMIT (MQL) DETECTION LIMIT (MQL) | NO |

NOTES:

The EPA Industrial regional screening levels (ISLs) are conservatively based upon a target risk level of 1×10^{-6} for potential carcinogen effects and a target hazard quotient of 1.0 for potential non-carcinogenic effects.

The RSLs are for preliminary data screening only and are not performance standards or remedial goals for the Site.

The EPA ISLs and soil screening levels (SSLs) are from the May 2010 tables.

Historical soil analytical data is data provided as Appendix A in the Preliminary Design Investigation Report (USGS, June 2013).

DNF values were calculated by SCORRE and provided in the Appendix B.

| | DATE | ANALYST | CONCENTRATION IN SOIL |
|-----|----------|---------|---|
| MPS | 2.3JAN17 | | FORMER PSC SITE, ROCK HILL, SOUTH CAROLINA |
| JH | 2.3JAN17 | | 108 NUMBERED |
| AMT | 2.3JAN17 | | 60429518 FIGURE-8A |

Appendix 6

ADDITIONAL SETTTLING PRP CONSENT DECREE ACKNOWLEDGEMENT

The undersigned Additional Settling PRP wishes to join as a Party to that certain judicially-approved settlement and Consent Decree, approved and entered as an order by the United States District Court for the District of South Carolina on _____, 2022 (as it may be amended from time to time, "Consent Decree"), between the South Carolina Department of Health and Environmental Control, the Philip Services Site PRP Group and the United States of America. The Settling PRPs are made up of three different subgroups: Work Parties, Cash Out Settlers, and Re-Opener Settlers. Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Consent Decree.

By signing this Additional Settling PRP Consent Decree Acknowledgement, the undersigned, together with any of its subsidiaries, divisions, sister-companies and other affiliates that are PRPs and identified on the attachment to this Additional Settling PRP Consent Decree Acknowledgement (its "Affiliates"), shall be deemed a member of the class of Settling PRPs identified below for all purposes under the Consent Decree and hereby accepts and agrees on behalf of itself and each of its Affiliates to be a Party to and bound by and to perform all of the terms and provisions of the Consent Decree.

For purposes of the Consent Decree at **Paragraph** Error! Reference source not found., the undersigned Additional Settling PRP, together with its Affiliates, is hereby designated as (check one):

- _____ **Work Party**
 _____ **Cash Out Settlor**
 _____ **Re-Opener Settlor**

The below signatory is authorized to execute this Additional Settling PRP Consent Decree Acknowledgement on behalf of the identified Additional Settling PRP and each of its Affiliates.

Dated this _____ day of _____, 20____.

ADDITIONAL SETTTLING PRP:

 PRP Name

By:_____

Name:_____

Title:_____

WORK PARTIES:

Philip Services Site PRP Group

By:_____

Name:_____

Title:_____

THE DEPARTMENT:

South Carolina Department of Health and
Environmental Control

By:_____

Name:_____

Title:_____

[illegible]

Appendix 7

FORM OF GUARANTEE OF PAYMENT AND PERFORMANCE TRUST AGREEMENT

Philip Services Site

This **Guarantee of Payment and Performance Trust Agreement** (“Agreement”) is entered into as of _____, 2022, by and between the Philip Services Site PRP Group (“PRP Group”), on behalf of the Work Parties whose names and states of incorporation or organization are set forth in **Schedule A** to this Agreement (“Grantors”), [_____] a [_____] organized and existing under the laws of the State of [_____] (“Trustee”), and the South Carolina Department of Health and Environmental Control (“Beneficiary” or “Department”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Consent Decree (defined below).

Whereas, the Grantors are members of the PRP Group, an unincorporated association of potentially responsible parties that allegedly arranged for the disposal of hazardous substances at the Site;

Whereas, the Grantors are the Work Parties under that certain Settlement and Consent Decree between the Department, the PRP Group (consisting of certain Work Parties, certain Cash Out Settlers and certain Re-Opener Settlers) and the United States of America, approved and entered as an order by the United States District Court for the District of South Carolina on _____, 2022, in State of South Carolina v. _____, Civil Action no. [_____] (as it may be amended from time to time, the “Consent Decree”);

Whereas, the Consent Decree provides, in Article XII, that the Grantors shall provide assurance that funds will be available as and when needed for performance of the Work required by the Consent Decree;

Whereas, in order to provide such financial assurance, the Grantors have agreed to establish and fund the trust created by this Agreement; and

Whereas, the Grantors, acting through their duly authorized officers or representatives, have selected the Trustee to be the trustee under this Agreement, and the Trustee has agreed to act as trustee hereunder.

Now, therefore, the Grantors and the Trustee agree as follows:

Section 1 Definitions. As used in this Agreement:

(a) The term “Agreement” means this Guarantee of Payment and Performance Trust Agreement.

(b) The term “Beneficiary” means the Department.

(c) The term “Claim Certificate” shall have the meaning set forth in **Section 4(a)** of this Agreement.

(d) The term “Consent Decree” shall have the meaning set forth in the recitals of this Agreement.

(e) The term “Department” means the South Carolina Department of Health and Environmental Control and has the meaning set forth in the Consent Decree.

(f) The term “Effective Date” shall mean _____, 2022, in accordance with the terms of the Consent Decree.

(g) The term “Estimated Cost of the Work” shall have the meaning set forth in the Consent Decree.

(h) The term “Financial Assurance Mechanism” shall have the meaning set forth in the Consent Decree.

(i) The term “Fund” shall have the meaning set forth in **Section 3(c)** of this Agreement.

(j) The term “Grantors” shall have the meaning set forth in the introductory paragraph of this Agreement.

(k) The term “Objection Notice” shall have the meaning set forth in **Section 4(b)** of this Agreement.

(l) The term “Performance Trust Account” shall have the meaning set forth in **Section 3(a)** of this Agreement.

(m) The term “PRP Group” means the Philip Services Site PRP Group, an unincorporated association of potentially responsible parties that allegedly arranged for the disposal of hazardous substances at the Site, and has the meaning set forth in the introductory paragraph of this Agreement.

(n) The term “Site” shall have the meaning set forth in the Consent Decree.

(o) The term “Trustee” shall mean the trustee identified in the introductory paragraph of this Agreement, along with any successor trustee appointed pursuant to the terms of this Agreement.

(p) The term “Work” shall have the meaning set forth in the Consent Decree.

(q) The term “Work Parties” shall have the meaning set forth in the Consent Decree.

(r) The term “Work Takeover” shall have the meaning set forth in the Consent Decree.

Section 2 Identification of Facilities and Costs. This Agreement pertains to costs for Work required pursuant to the Consent Decree at the Site.

Section 3 Establishment of Trust Fund.

(a) The Grantors and the Trustee hereby establish a trust account ("Performance Trust Account"), for the benefit of the Beneficiary, to assure that funds are available to pay for performance of the Work in the event that Grantors fail to conduct or complete the Work required by, and in accordance with the terms of, the Consent Decree. This Performance Trust Account is the initial Financial Assurance Mechanism selected by the Grantors pursuant to Paragraph 47 (Selection of Initial Financial Assurance Mechanism) of the Consent Decree. The Grantors and the Trustee intend that no third-party shall have access to monies or other property in the Performance Trust Account except as expressly provided herein.

(b) The Performance Trust Account is established initially as consisting of funds in the amount of Twenty-four Million U.S. Dollars (\$24,000,000.00), which is the initial Estimated Cost of the Work and equal to the amount of the financial assurance required pursuant to Paragraph 46 (Required Financial Assurance for Payment and Performance) of the Consent Decree. This initial payment shall be deposited by the Grantors into the Performance Trust Account within ninety (90) days after the Effective Date of the Consent Decree.

(c) The timing or the amount of payments other than the initial payment, if any, will be governed pursuant to Paragraph 49 (Inadequate Financial Assurance Mechanism) of the Consent Decree. The Trustee shall be notified in writing by Grantors' Representative(s) of any such payment amounts and timing required pursuant to Paragraph 49 of the Consent Decree. Any such additional funds, along with the initial payment and any other monies and/or other property hereafter deposited into the Performance Trust Account, and together with all earnings and profits thereon, are referred to herein collectively as the "Fund."

(d) 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 or adequacy of, nor any duty to collect from the Grantors, any payments necessary to discharge any liabilities of the Grantors owed to the Department.

Section 4 Payment for Work Required Under the Consent Decree. The Trustee shall make payments from the Fund in accordance with the following procedures.

(a) From time to time, the Grantors and/or their authorized Representative(s) may request that the Trustee make payment from the Fund for Work performed under the Consent Decree by delivering to the Trustee and the Department a written invoice and certificate (together, a "Claim Certificate") signed by the Grantors' Representative(s) and including:

(i) certification that the invoice is for Work performed at the Site in accordance with the Consent Decree;

(ii) a description of the Work that has been performed, the amount of the claim, and the identity of the payee(s);

(iii) certification that the Grantors have sent a copy of such Claim Certificate to the Department, at its address shown in this Agreement, including the date on which such copy was sent and, in the case of electronic delivery, the date on which such copy was received by the Department as evidenced by an e-mail, facsimile, or other similar delivery methods, or in the case of regular mail, Grantors will provide Trustee with proof of service upon the Department by overnight delivery, certified mail, or other similar delivery methods, within a reasonable time after service is complete; and

(iv) payment instructions for the entity to which the requested payment from the Fund is to be made.

(b) The Department may object to any payment requested in a Claim Certificate submitted by the Grantors (or their authorized Representative(s)), in whole or in part, by delivering to the Trustee a written notice ("Objection Notice") within fifteen (15) days after the date of the Department's receipt of the Claim Certificate as shown on the relevant e-mail, facsimile, or return receipt. An Objection Notice sent by the Department shall state (i) whether the Department objects to all or only part of the payment requested in the relevant Claim Certificate; (ii) the basis for such objection; (iii) that the Department has sent a copy of such Objection Notice to the Grantors and the date on which such copy was sent; and (iv) the portion of the payment requested in the Claim Certificate, if any, which is not objected to by the Department, which undisputed portion the Trustee shall proceed to distribute in accordance with **Section 4(d)** below. The Department may object to a request for payment contained in a Claim Certificate only on the grounds that the requested payment is either (x) not for the costs of Work under the Consent Decree or (y) otherwise inconsistent with the terms and conditions of the Consent Decree.

(c) If the Trustee receives a Claim Certificate and does not receive an Objection Notice from the Department within the time period specified in **Section 4(b)** above, the Trustee shall, after the expiration of such time period, promptly make the payment from the Fund requested in such Claim Certificate.

(d) If the Trustee receives a Claim Certificate and also receives an Objection Notice from the Department within the time period specified in **Section 4(b)** above, but which Objection Notice objects to only a portion of the requested payment, the Trustee shall, after the expiration of such time period, promptly make payment from the Fund of the uncontested amount as requested in the Claim Certificate. The Trustee shall not make any payment from the Fund for the portion of the requested payment to which the Department has objected in its Objection Notice.

(e) If the Trustee receives a Claim Certificate and also receives an Objection Notice from the Department within the time period specified in **Section 4(b)** above, which Objection Notice objects to all of the requested payment, the Trustee shall not make any payment from the Fund for amounts requested in such Claim Certificate.

(f) Any disputes among the Grantors and the Department with respect to an Objection Notice shall be resolved pursuant to Article XXII (Dispute Resolution) of the Consent Decree. Upon resolution of the dispute, the Grantors' Representative(s) or the Department shall

notify the Trustee of the amount, if any, of the disputed payment that should be paid pursuant to the Claim Certificate, and the Trustee shall promptly make such payment from the Fund.

(g) If, at any time during the term of this Agreement, the Department implements a “Work Takeover” pursuant to the terms of the Consent Decree that is not the subject of any pendant dispute being resolved pursuant to Article XXII of the Consent Decree, and intends to direct payment of monies from the Fund to pay for performance of Work during the period of such Work Takeover, the timing and amounts of the payments established by **Section 4(a)-(e)** above shall be superseded, and consistent with the requirements of Paragraph 50 (Funding for Work Takeover) of the Consent Decree. The Department shall notify the Trustee in writing of the Department’s commencement of such Work Takeover. Upon receiving such written notice from the Department and so long as the Work Takeover is not the subject of any pendant dispute, the disbursement procedures set forth in **Section 4(a)-(e)** above shall immediately be suspended, and the Trustee shall thereafter make payments from the Fund only to such person or persons as the Department may direct in writing from time to time for the sole purpose of providing payment for performance of Work required by the Consent Decree. Further, after receiving such written notice from the Department, the Trustee shall not make any disbursements from the Fund at the request of the Grantors, including their Representatives(s), or of any other person for Work conducted after the date of such notice except at the express written direction of the Department. If the Department ceases such a Work Takeover in accordance with the terms of the Consent Decree, the Department shall so notify the Trustee in writing and, upon the Trustee’s receipt of such notice, the disbursement procedures specified in **Section 4(a)-(e)** above shall be reinstated.

(h) While this Agreement is in effect, disbursements from the Fund are governed exclusively by the express terms of this Agreement.

Section 5 Disbursements Upon Reduction of Amount of Financial Assurance Mechanism. If the amount of the Financial Assurance Mechanism is reduced at any time pursuant to Paragraph 51(a) (Reduction of Amount of Financial Assurance Mechanism) of the Consent Decree, the Grantors may instruct the Trustee to disburse to the Grantors an amount equal to the then current value of the Fund, minus the revised Estimated Cost of the Work. The Trustee shall promptly disburse such amount to the Grantors upon receipt of written notice from the Department to the Grantors confirming the revised Estimated Cost of the Work.

Section 6 Trust Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the entire Fund invested, without distinction between principal and income, in accordance with directions which the Grantors (or their authorized Representative(s)) may communicate in writing to the Trustee from time to time, except that the Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7 Commingling and Investment.

(a) The Trustee is expressly authorized in its discretion 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 hereof and thereof, to be commingled with the assets of other trusts participating therein.

(b) The Trustee is authorized 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 which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee.

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 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;

(b) 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, 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 of 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 U.S. state 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; and

(c) 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 U.S. government.

Section 9 *Taxes and Expenses.* The Fund is intended to be treated as a qualified settlement fund as described in Treasury Regulations Section 1.468B-1. 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 and charges incurred by the Trustee in connection with the administration of the Performance Trust Account, including fees for legal services rendered to the Trustee, the compensation of the Trustee, and all other proper charges and disbursements of the Trustee, shall be paid from the Fund upon written notice to the Department.

Section 10 *Annual Valuation.* The Trustee shall annually, no more than thirty (30) days after each anniversary date of this Agreement, furnish to the Grantors' Representative(s) and to the Beneficiary a statement confirming the value of the Fund. Any securities in the Fund shall be valued at market value as of no more than sixty (60) days prior to the anniversary date of establishment of the Fund. The annual statement shall include an accounting of any fees or expenses levied against the Fund. The Trustee shall also provide such information concerning the Fund and the Performance Trust Account as the Department may request from time to time.

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; provided, however, that any counsel retained by the Trustee for such purposes may not, during the period of its representation of the Trustee, serve as counsel to the Grantors under this Agreement.

Section 12 Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing with the Grantors and as notified in writing to the Beneficiary.

Section 13 Trustee and Successor Trustee. The Trustee and any replacement Trustee must be approved in writing by the Department and must not be affiliated with any of the Grantors. The Trustee may resign or the Grantors may replace the Trustee, but such resignation or replacement shall not be effective until the Grantors have appointed a successor trustee approved in writing by the Department and this successor accepts such appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, 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 Grantors cannot or do not act in the event of the resignation of the Trustee, the Trustee may apply to the Department or 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 Fund and the Performance Trust Account in a writing sent to the Grantors, the Beneficiary, and the present Trustee by certified mail no less than 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 to the Trustee by the Grantors shall be in writing and signed by any of the persons designated in the attached **Schedule B** ("Grantors' Representative(s)") or such other designees as the Grantors may designate by amendment to **Schedule B**. All instructions to the Trustee by the Beneficiary shall be in writing, signed by such persons as are empowered to act on behalf of the entity giving such instructions. Such instruction may include, but not be limited to, instructions to direct the Trustee in any manner regarding the preparation and filing of tax returns, if any, by the Trustee. The Trustee shall be fully protected (*i.e.*, shall not be liable) in acting without inquiry on such written instructions given in accordance with the terms of this Agreement. The Trustee shall have no duty to act in the absence of such written instructions, except as expressly provided for herein.

Section 15 Amendment of Agreement. This Agreement may be amended only by an instrument in writing executed by the Grantors or the Grantors' Representative(s) and the Trustee, and with the prior written consent of the Department; provided, however, that the Grantors may amend **Schedule B** to appoint or remove any Grantor Representative(s) without the Department's or the Trustee's written consent, so long as the Grantors deliver to the Department and the Trustee such amended **Schedule B**.

Section 16 Irrevocability and Termination. The trust established by this Agreement shall be irrevocable and shall continue until terminated upon the earlier to occur of (a) receipt by the Trustee from Grantors or the Department of the Department's Certification of Completion of the Work pursuant to the Consent Decree, (b) receipt by the Trustee of written notification from

the Department that the Performance Trust Account may be terminated pursuant to Paragraph 51(b) (Change of Form of Financial Assurance Mechanism) or 52 (Release of Financial Assurance Mechanism) of the Consent Decree, or (c) the complete exhaustion of the Fund comprising the Performance Trust Account as certified in writing by the Trustee to the Department and the Grantors upon request by the Department or the Grantors. Upon termination of the Performance Trust Account pursuant to this **Section 16**, all remaining trust property (if any), less final trust administration expenses, shall be disbursed in accordance with a joint written instruction signed by the Beneficiary and the Grantors' Representative(s).

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 the Performance Trust Account, or in carrying out any directions by the Grantors or the Department issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantors from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct made by the Trustee in good faith in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantors fail to provide such defense. If the Grantors fail to fulfill their obligations as set forth in this Section, the Fund shall indemnify and save harmless the Trustee as provided hereinabove.

Section 18 Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of South Carolina.

Section 19 Interpretation. 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.

Section 20 Notices. All notices and other communications given under this Agreement shall be in writing and shall be addressed to the parties as follows or to such other address as the parties shall by written notice designate:

(a) If to the Grantors, to:

Marc Ferries, P.E.
Project Coordinator for Philip Service Site PRP Group
Project Navigator, Ltd.
15990 N. Barkers Landing Rd, Suite 325
Houston, TX 77079
E-mail: mferries@projectnavigator.com

With a copy to:

Emily S. Sherlock
Common Counsel to Philip Services Site PRP Group
Robinson, Bradshaw & Hinson, P.A.
101 North Tryon St, Suite 1900
Charlotte, NC 28246
E-mail: esherlock@robinsonbradshaw.com

(b) If to the Trustee, to:

[_____]

(c) If to the Department, to:

R. Gary Stewart, Section Manager
SC DHEC-BLWM
State Remediation Section
2600 Bull Street
Columbia, SC 29201
E-mail: stewarrg@dhec.sc.gov

Carol Crooks, Project Manager
SC DHEC-BLWM
State Remediation Section
2600 Bull Street
Columbia, SC 29201
E-mail: crookscl@dhec.sc.gov

With copies to:

Jacquelyn S. Dickman
SC DHEC
Office of General Counsel
2600 Bull Street
Columbia, SC 29201
E-mail: dickmajs@dhec.sc.gov

Kelly D. H. Lowry
753 E. Main St, Suite 7
Spartanburg, SC 29302
(864) 921-8915
E-mail: kelly@kellydhlowry.com

Section 21 Method of Execution. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Delivery of a photocopy or electronic copy of a signed counterpart of this Agreement by facsimile or e-mail transmission shall be effective as delivery for all purposes, and no exchange of originally signed counterparts of this Agreement shall be required for it to be in effect.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Agreement as of the date first written above.

TRUSTEE:

[_____]

By:_____

Name: _____

Title: _____

GRANTORS:

Philip Services Site PRP Group

By:_____

Name: _____

Title: _____

BENEFICIARY:

South Carolina Department of Health and
Environmental Control

By:_____

Name:_____

Title:_____

Schedule A

Grantors

| Name | State of Incorporation or Organization |
|-------------|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Schedule B

Grantors' Representative(s)

Marc Ferries, P.E.
Project Coordinator for Philip Service Site PRP Group
Project Navigator, Ltd.
15990 N. Barkers Landing Rd, Suite 325
Houston, TX 77079
E-mail: mferries@projectnavigator.com

Emily S. Sherlock
Common Counsel to Philip Services Site PRP Group
Robinson, Bradshaw & Hinson, P.A.
101 North Tryon St, Suite 1900
Charlotte, NC 28246
E-mail: esherlock@robinsonbradshaw.com