

**STATE OF NEW YORK**  
**DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

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In the matter of the Closure and Remediation  
of MOSF # 2-2120 Pursuant to the Requirements set forth in  
Articles 3, 17, 27 & 71 of the New York State  
Environmental Conservation Law ("ECL"), Article 12 of  
the Navigation Law of the State of New York and Titles 6  
and 17 of the Official Compilation of Codes, Rules and  
Regulations ("6 NYCRR" and "17 NYCRR")  
of the State of New York

**ORDER ON CONSENT**

-by-

Case No. 12-1111-A-SBC

Kinder Morgan Liquids Terminals LLC  
ExxonMobil Oil Corporation  
NP Staten Island Industrial, LLC  
Respondents.

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**WHEREAS:**

1. The New York State Department of Environmental Conservation (the "Department") is an agency of the State of New York, which, pursuant to Titles 3 and 10 of Article 17 of the Environmental Conservation Law ("ECL") and the New York State Navigation Law ("NL"), is authorized to regulate the storage and handling of petroleum in the State of New York.
2. The Department is authorized, pursuant to ECL Articles 17 and 27, as well as the NL, to address remedial requirements within New York State.
3. Respondents are entities authorized to do business in the State of New York.
4. The facility that is the subject of this Order on Consent ("Order on Consent" or "Order") is a licensed Major Oil Storage Facility ("MOSF") with license number 2-2120. The MOSF was operated in New York State by various entities since the 1930's, had a petroleum storage capacity of 124,512,485 gallons, has chemical bulk storage ("CBS") tanks, and has a CBS registration (as further described in **EXHIBIT A** attached hereto, the "Facility"). The address of the Facility is 4101 Arthur Kill Road, Staten Island, NY.
5. Respondent ExxonMobil Oil Corporation ("ExxonMobil") and its predecessors previously owned and operated the Facility and have entered into a settlement agreement with the U.S.EPA, in USA v. Mobil

Oil Corporation, Docket No. CV-96-1432 (the "Consent Decree"), to address alleged violations and remediation obligations at the Facility.

6. Respondent Kinder Morgan Liquids Terminals LLC ("Kinder Morgan") acquired the Facility from ExxonMobil in 2005 and operated the Facility subsequent thereto. Along with ExxonMobil, Kinder Morgan entered into an Administrative Order on Consent, Docket No. RCRA-02-2009-7306 (the "EPA Order") with the U.S.EPA in August 2009 governing remediation of the Facility pursuant to Federal requirements. The Department was not a party to the EPA Order and has separate and distinct cleanup criteria for the Facility under New York State law.
7. Respondent NP Staten Island Industrial, LLC ("NorthPoint") is the contract purchaser of the property at which the Facility operated and intends to remediate and redevelop the Property for industrial warehouse and distribution use. NorthPoint presently intends to close on the purchase of the Property by no later than October 30, 2020.
8. Under the supervision of the Department and pursuant to the MOSF license, Respondent Kinder Morgan has commenced the closure of the Facility by (i) emptying thirty-eight (38) of the forty-six (46) aboveground storage tanks of free flowing liquids and cleaning and certifying said tanks as gas free, (ii) emptying, cleaning, certifying as gas free, and removing eight (8) aboveground storage tanks that served as part of the Facility's fire suppression system, (iii) removing two (2) underground storage tanks at the Facility, (iv) evacuating and removing all aboveground piping at the Facility, and (v) cleaning, certifying as gas free, and capping in place underground lines at the Facility.
9. The purpose of this Order on Consent is to address (i) the full and permanent closure of the Facility, including the MOSF and the CBS facilities, (ii) the remedial requirements for the Property, and (iii) any contamination which has emanated from the Facility.
10. Respondents Kinder Morgan and ExxonMobil acknowledge (i) responsibility for remedial obligations relating to soil and groundwater at the Facility, (ii) legal obligations for permanent closure of the MOSF and CBS facilities, and (iii) responsibility for completion of certain investigation and remediation responsibilities for contamination at the Facility and for contamination that has emanated from the Facility.
11. All Respondents have consented to the issuing and entering of this Order on Consent pursuant to the provisions of the NL and Articles 17, 27 and 71 of the ECL, and have agreed to be bound by the provisions, terms and conditions herein.
12. The existence of this Order and Respondents' compliance with this Order shall not be construed as an admission of liability or a finding of

fault or wrongdoing by Respondents, and shall not give rise to any presumption of law or finding of fact which shall inure to the benefit of any party hereto or third-party.

THE COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION HEREBY ORDERS THAT:

I. COMPLIANCE SCHEDULE

- A. Upon the Effective Date of this Order (as defined in Section XI hereof), this Order on Consent shall supersede any Stipulation, Agreement or emergency authorization issued by the Department relating to the Facility, Kinder Morgan, ExxonMobil and the operations of both entities at the Facility, including the Order on Consent with Mobil Oil Corporation issued by the Department on March 17, 1986 and the Order on Consent issued by the Department that arose from a Complaint issued against ExxonMobil on or about September 30, 2002. This Order on Consent shall not supersede the SPDES permit, or any other permit or authorization issued by the Department for the operations at the Facility, provided, however, that the MOSF license and the CBS registration for the Facility shall terminate upon the Effective Date of this Order, and all remaining unfulfilled obligations under the MOSF license and the CBS registration shall be addressed in the workplans submitted pursuant to this Section I and shall be fully enforceable requirements under this Order.
- B. All remedial obligations for the Facility, including remedial obligations related to any contamination that has emanated from the Facility, shall be performed under this Order and the EPA Order, pursuant to approved workplans approved under this Order, which upon such approval, shall become enforceable provisions of this Order.
- C. Within 45 days of the Effective Date of this Order, NorthPoint shall submit to the Department for review and approval, a comprehensive workplan ("Remedial Action Workplan") that includes an integrated and fast tracked approach to address investigation requirements and remediation requirements. The Remedial Action Workplan will provide that the various requirements of the Remedial Action Workplan may be implemented in an overlapping and/or concurrent fashion such that investigation, demolition, remediation and potential development work may be performed in various areas of the Property at the same time. NorthPoint will work with DEC to ensure approved investigation and remedial approaches are utilized and implemented under the oversight of the Environmental Monitor (defined below). The Remedial Action Workplan will describe in detail the comprehensive plans associated with each aspect of this work, such that the final product is a comprehensive remediation. Respondents will

include in the Remedial Action Workplan a schedule for implementing the proposed approach, up to and including the submission of a Final Engineering Report which fully documents the remedial activities completed. The Remedial Action Workplan shall include any investigation work necessary to fully address any remediation and compliance issues that have not been fully implemented by ExxonMobil and/or Kinder Morgan under their prior EPA Orders. The Remedial Action Workplan shall also include any investigation work necessary to fully address the requirement for a site assessment established pursuant to Special License Condition 4(a) of the MOSF license. Any fill material that needs to be imported for future development purposes shall not be included in the Remedial Action Workplan and will be subject to all applicable DEC rules and regulations.

- D. Upon the Department's approval of the Remedial Action Workplan, NorthPoint shall implement the investigation requirements and remediation requirements of the approved Remedial Action Workplan and the approved Remedial Action Workplan's schedule.
- E. Within 90 days of the completion of the activities described in the Remedial Action Workplan, NorthPoint shall submit to the Department for review and approval, a comprehensive report ("Final Engineering Report") that complies with the requirements of DEC guidance document DER-10, Section 5.8.
- F. All remedial or investigative plans or reports which Respondents must submit pursuant to this Order are subject to the Department's approval. Except as otherwise specifically provided, this approval process shall be as follows:
  - 1. The Department shall make a good faith effort to review and respond in writing to each of the submittals Respondents make pursuant to this Order within sixty (60) days. The Department's response shall include an approval or disapproval of the submittal, in whole or in part. All Department-approved submittals shall be incorporated into and become an enforceable part of this Order.
  - 2. If the Department disapproves a submittal, it shall specify the reasons for its disapproval. Within forty-five (45) days after the date of Respondents' receipt of the Department's written notice that Respondents' submittal has been disapproved, Respondents shall submit a revised submittal addressing the Department's comments. To the extent Respondents deem it necessary to have additional time to modify their submittal, Respondents may request such additional time with a justification for it. The Department's approval of such additional time shall not unreasonably be withheld.

3. After the Department's receipt of Respondents' revisions, the Department shall notify Respondents in writing of its approval or disapproval. If the Department approves the revised submission, Respondents shall implement it in accordance with the schedule and terms, as approved.
4. If the Department determines that Respondents have failed to appropriately address the Department's comments, Respondents shall be in violation of this Order and the Department may take enforcement action as it deems appropriate, and Respondents reserve any and all defenses they may have. Respondents reserve rights they may have to file an Article 78 challenge to any final decision of the Department.
5. If a Respondent fails to comply with its respective obligations set forth in this Order, the Department will provide the non-compliant party notice and a 30-day period to cure and, absent a satisfactory cure, will commence enforcement against the non-compliant party and then grant any of the other Respondents 60 days to agree to address compliance. If no other Respondent agrees to address compliance, the Department will seek enforcement and/or cost recovery actions against all of the appropriate Respondents under this Order.

## II. SPILL COMPENSATION FUND

Notwithstanding any other provision of this Order, if with respect to the Facility, or any contamination that may have emanated from the Facility, there currently exists or may exist in the future a claim of any kind or nature on the part of the New York State Environmental Protection and Spill Compensation Fund against Respondents or any of their successors or assigns that has not been released, nothing in this Order shall be construed, or deemed, to preclude the State of New York from recovering such claims including fines and/or penalties from Respondents or any of their successors or assigns. Respondents reserve any and all defenses they have to any such claims, and further reserve their rights to recover costs incurred under this Order from any appropriate third party, other than the State of New York or the New York State Environmental Protection and Spill Compensation Fund.

## III. RESERVATION OF RIGHTS

- A. If, for any reason, Respondents fail to comply with any of the requirements of this Order, the Department reserves the right to perform the work. Under such circumstances, the Department will either bring administrative enforcement including cost recovery, or refer to the Attorney General a request that the Attorney General pursue Respondents or any of their successors or assigns, for reimbursement to the New York State

Environmental Protection and Spill Compensation Fund [New York Navigation Law Article 12] of any costs relating to the work performed by the Department plus any applicable fines and/or penalties. Respondents reserve any and all defenses they have to any such actions.

- B. The Department hereby reserves any and all rights or claims it may have relating to any Natural Resource Damage ("NRD") claims that may exist based on the release of petroleum into the environment from Respondents' acts and/or omissions at or from the Facility. Respondents reserve any and all defenses that they may have relating to any NRD actions that may be brought by the Department.
- C. The Department and the Respondents reserve any and all rights and defenses in any such separate action brought by the Department. The Respondents reserve any and all rights and defenses relating to any actions with any other parties which are or are not subject to this Order.

#### IV. ENVIRONMENTAL EASEMENT AND USE BASED CLEANUP

If the Department approves a use-based cleanup for the site (such approval will not be unreasonably withheld), the Remedial Action Workplan shall identify or shall be modified to identify any needed long-term institutional and or engineering control components of a remedy and, within sixty (60) days of the Department's approval of the Remedial Action Workplan or the modification, the Facility owner shall execute an environmental easement pursuant to ECL Article 71, Title 36 and 6 NYCRR 375 1.8(h)(2). The owner shall cause such environmental easement to be recorded with the Richmond County Clerk's Office within thirty (30) days after the Department's approval of the environmental easement. The owner shall provide the Department with a copy of such environmental easement certified by the recording officer to be a true and faithful copy within thirty (30) days of such recording (or such longer period of time as may be required to obtain a certified copy provided the owner advises the Department of the status of efforts to obtain same within such thirty (30) day period), which shall be deemed to be incorporated into this Agreement.

#### V. ENVIRONMENTAL MONITOR/PAYMENT OF STATE COSTS

- A. Respondent NorthPoint shall pay State Costs (as provided by 6 NYCRR 375-1.5(b)(3)(i)) and will fund the costs incurred by the Department for third party oversight of the obligations required under this Order. The Department will retain a third-party consultant to monitor activities under this Order (the "Environmental Monitor"). The Environmental Monitor will oversee Respondents' remedial work and MOSF closure work conducted pursuant to this Order. The Environmental Monitor shall be subject to all general and site specific environmental, health and safety training and operational policies and practices for the Facility. Within 90 days of the Department's retention of the Environmental Monitor and on an annual

basis thereafter, the Department shall provide Respondents with an annual budget for the Environmental Monitor and, upon the request of a Respondent, shall meet to discuss the budget.

- B. Respondent NorthPoint shall pay to the Department the estimated costs of the Environmental Monitor determined by the Department in advance in the amount of the estimated cost of the Environmental Monitor for 90 day periods. Such payment shall be made within 30 days of the Department providing the estimated costs to Respondent NorthPoint.
- C. Within forty-five (45) days after receipt of an itemized invoice of State Costs from the Department, Respondent NorthPoint shall pay to the Department a sum of money which shall represent reimbursement for State Costs. Failure to timely pay any invoice will be subject to a late payment charge and interest at a rate of 4% from the date the payment is due until the date the payment is made.

## VI. ACCESS

Consistent with the other provisions of this Order, Respondents shall use "best efforts" to obtain all Site access, permits, easements, right-of-way, rights-of-entry, approvals, institutional controls, or authorization necessary to perform Respondents' obligations under this Order. If Respondents are unable to gain access to a location, which the Department has determined must be accessed for investigation and/or remediation required under this Order, or unable to obtain building, zoning or wetlands permits (to the extent required) for the remediation work, solely at the request of Respondents, the Department agrees to the extent authorized by law, to assist the Respondents in gaining such access or permits. If, even with the Department assistance, such access is still unavailable to the Respondents, the Department will, to the extent that it deems necessary, legally obtain access for the Department's contractors to do such work, in which case the Department shall consider hiring the Respondents' contractor to do such work, providing that such consideration must be consistent with the Department's normal contractual procurement procedures. If the Department has to utilize its contractors, Respondents shall, within 30 days of receipt of the bills, reimburse the Department for all costs that the State incurs. Respondents' inability to gain access to a location which the Department has determined must be accessed pursuant to this Order, or to obtain any permits necessary for the remediation work in a timely manner, despite good faith efforts, shall not be deemed non-compliance with this Order.

## VII. CLOSURE/TERMINATION OF ORDER

- A. The Department, upon submission by Respondents of satisfactory documentation (as set forth in the workplans required in Section I hereof) that Respondents have substantially complied with the requirements of this Order, shall issue a letter (within a reasonable time period) confirming

that Respondents have completed the requirements of the Order or the identified approved workplan, as the case may be. This Order shall terminate on the day that the Department issues written confirmation that Respondents have completed the requirements of this Order.

- B. In the event Respondent NorthPoint provides written notice to the Department by no later than October 30, 2020 that it has not and will not be completing its contemplated purchase of the Facility site, NorthPoint shall be released from this Order on Consent and from all requirements and obligations established hereby. Notwithstanding any such above-stated release of NorthPoint, Respondents Kinder Morgan and ExxonMobil shall remain bound hereby, with Kinder Morgan possessing lead responsibility to perform the specific investigation and remediation activities required by NorthPoint under this Order. In the event that NorthPoint is released from this Order as a consequence of not completing its contemplated purchase of the Facility site, Kinder Morgan and the Department shall confer in good faith to establish a reasonable timeframe for Kinder Morgan to revise the Remedial Action Workplan submitted by NorthPoint pursuant to Section I.C. hereof. In the event that NorthPoint is released from this Order and Kinder Morgan defaults on its obligations under this Order, ExxonMobil and the Department shall confer in good faith to establish a reasonable timeframe for ExxonMobil to revise the Remedial Action Workplan submitted by NorthPoint, or a revised Remedial Action Workplan submitted by Kinder Morgan, pursuant to Section I.C hereof.

#### VIII. DISPUTE RESOLUTION

- A. In the event disputes arise under this Order; Respondent may, within fifteen (15) days after Respondent knew or should have known of the facts which are the basis of the dispute, initiate dispute resolution in accordance with the provisions of 6 NYCRR 375-1.5(b)(2).
- B. All cost incurred by the Department associated with dispute resolution are State costs subject to reimbursement pursuant to this Order.
- C. Nothing contained in this Order shall be construed to impair any right of Respondent to seek judicial review of the Department's selection of any remedy.

#### IX. NOTICES

Any notice, request, consent, waiver or other communication required or permitted to be given throughout this Consent Order shall be effective only if in writing and shall be deemed sufficient only if delivered in person or sent by first class mail, e-mail, telecopy, overnight or by certified or registered mail, postage prepaid, return receipt requested, addressed as follows:



To the Department:

Gerard Burke  
Director, Remediation Bureau B,  
NYSDEC  
Division of Environmental Remediation  
625 Broadway  
Albany, NY 12233  
gerard.burke@dec.ny.gov

With Copy to:

Deborah Gorman  
NYSDEC -Office of General Counsel  
625 Broadway, 14th Floor  
Albany, New York 12233-1500  
Deborah.Gorman@dec.ny.gov

To Respondent Kinder Morgan:

President  
Kinder Morgan Liquids Terminals, LLC  
1001 Louisiana Street, Suite 1000  
Houston, TX 77002

With a copy to:

Terminals – Legal  
Kinder Morgan Liquids Terminals LLC  
1001 Louisiana Street, Suite 1000  
Houston, TX 77002

To Respondent ExxonMobil:

Celeste S. Quiralte, Esq.  
Supervising Counsel – Environmental & Safety  
Exxon Mobil Corporation  
22777 Springwoods Village Parkway, N1.4A.331  
Spring, Texas 77389

With a copy to:

Louis C. Formisano, Esq.  
McCusker, Anselmi, Rosen & Carvelli, PC  
210 Park Avenue, Suite 301  
Florham Park, New Jersey 07932

To Respondent NorthPoint:

Chad Meyer  
NP Staten Island Industrial, LLC  
4825 NW 41st Street  
Suite 500  
Riverside, MO 64150

With a copy to:

Evan Fitts, Esq.  
NP Staten Island Industrial, LLC  
4825 NW 41st Street  
Suite 500  
Riverside, MO 64150

The identity of such notice parties may be amended by any party upon notice to all other parties.

X. STANDARD PROVISIONS

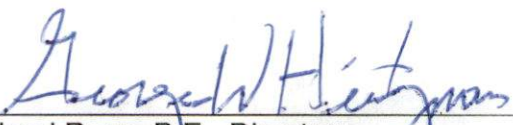
Respondents shall comply with the standard provisions which are attached as **EXHIBIT B**, and which constitute material and integral terms of this Order and are hereby incorporated into this document.

XI. EFFECTIVE DATE

This Order shall take effect when it is signed by Respondents and a designee of the Commissioner.

DATED: September 15, 2020

BASIL SEGGOS  
COMMISSIONER  
NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

By:   
Michael Ryan, P.E., Director  
Division of Environmental Remediation

CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order without further notice, and agrees to be bound by the terms, conditions and provisions contained in this Order.

9/3/2020  
Date

Andrew C. Sheedy  
Company Name: Kinder Morgan Liquids Terminals LLC  
Name: Andrew C. Sheedy  
Title: Vice President

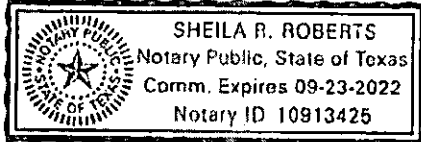
ACKNOWLEDGMENT

STATE OF Texas  
COUNTY OF Harris ) ss:

On the 3rd day of September in the year 2020, before me personally came Andrew C. Sheedy to me known, who being by me duly sworn, did depose and say that he/she is Vice President of Kinder Morgan Liquids Terminals, LLC and that he/she executed the above instrument; and that he/she signed his/her name thereto by authority of said company.

Notary Public, Signature and Office  
of individual taking acknowledgment:

Sheila R. Roberts



CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order without further notice, and agrees to be bound by the terms, conditions and provisions contained in this Order.

11 Sept 2020  
Date

LM Ricioppi  
Company Name: ExxonMobil Oil Corporation  
Name: Len M Ricioppi  
Title: Agent & Attorney-in-Fact

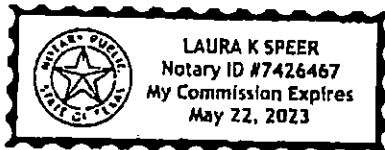
ACKNOWLEDGMENT

STATE OF Texas  
COUNTY OF Harris ) ss:

On the 11th day of September in the year 2020, before me personally came Len M. Ricioppi to me known, who being by me duly sworn, did depose and say that he/she is Area Manager of ExxonMobil Oil Corp. and that he/she executed the above instrument; and that he/she signed his/her name thereto by authority of said company.

Notary Public, Signature and Office of individual taking acknowledgment:

Laura K. Speer  
Laura K. Speer



CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order without further notice, and agrees to be bound by the terms, conditions and provisions contained in this Order.

8.31.20

Date



Company Name:

Name:

Title:

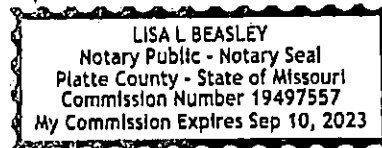
ACKNOWLEDGMENT

STATE OF Missouri  
COUNTY OF Platte ) ss:

On the 31<sup>st</sup> day of August in the year 2020, before me personally came Chad Meyer to me known, who being by me duly sworn, did depose and say that ~~he~~ she is Manager of NPD Management, LLC, a subsidiary of NPSI and Island Industrial, LLC and that ~~he~~ she executed the above instrument; and that he/she signed his/her name thereto by authority of said company.

Notary Public, Signature and Office of individual taking acknowledgment:

*Lisa Beasley*  
Lisa Beasley, Notary Public



## EXHIBIT B

### STANDARD PROVISIONS

**Payment.** Any penalty assessed pursuant to the terms and conditions of this Order shall be paid by submitting a certified check, cashier's check, or money order, payable to the Department of Environmental Conservation, to: New York State Department of Environmental Conservation, Office of General Counsel, Attn: Alicia Pasos, 625 Broadway, 14th Floor, Albany, New York, 12233-1500. Unpaid penalties imposed by this Order shall bear interest at the rate of 9 percent per annum for each day the penalty, or any portion thereof, remains unpaid. Payments received shall first be applied to accrued interest charges and then to the unpaid balance of the penalty.

**Communications.** Except as otherwise specified in this Order, any reports, submissions, and notices herein required shall be made to: New York State Department of Environmental Conservation, Office of General Counsel, Attn: Deborah Gorman, 625 Broadway, 14<sup>th</sup> Floor, Albany, New York 12233-1500.

**Duration.** Subject to Sections VII and XI, this Order shall take effect when it is signed by the Commissioner of Environmental Conservation, or his designee, and shall expire when Respondent has fully complied with the requirements of this Order.

**Access.** For the purposes of monitoring or determining compliance with this Order, employees and agents of the Department shall be provided access to any facility, site, or records owned, operated, controlled or maintained by the Respondent, in order to inspect and/or perform such tests as the Department may deem appropriate, to copy such records, or to perform any other lawful duty or responsibility.

**Force Majeure.** If Respondent cannot comply with a deadline or requirement of this Order, because of an act of God, war, strike, riot, catastrophe, or other condition that was not caused by the negligence or willful misconduct of Respondent and which could not have been avoided by the Respondent through the exercise of due care, Respondent shall apply in writing to the Department within a reasonable time after obtaining knowledge of such fact and request an extension or modification of the deadline or requirement.

**Indemnity.** Respondent shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages and costs resulting in the acts and/or omissions of Respondent, intentional, negligent, or otherwise, of every nature and description, arising out of or resulting from the compliance or attempted compliance with the provisions of this Order by Respondent or its employees, servants, agents, successors or assigns.

**Modification.** This Order may be modified by mutual written agreement of the parties. Respondent may apply for a modification and shall bear the burden of proving entitlement to any modification requested pursuant to this Standard Provision. Respondent's request for modification shall not be unreasonably denied by the

Department.

**Other Rights.** Nothing contained in this Order shall be barring, diminishing, adjudicating or in any way affecting (1) any legal, administrative or equitable rights or claims, actions, suits, causes of action or demands whatsoever that the Department and/or the State of New York may have against Respondent and/or anyone other than Respondent for any natural resource damage claim that the Department may have; (2) any legal, administrative or equitable rights or claims, actions, suits, causes of action or demands whatsoever that the Department may have against anyone other than the Respondent; (3) any right of the Department to enforce administratively or at law or in equity, the terms, provisions, and conditions of this Order; (4) any right of the Department to bring any further action, either administrative or judicial, for any other violations of the ECL, the rules and regulations promulgated thereunder, or conditions contained in orders or permits, if any, issued by the Department to Respondent; (5) the summary abatement powers of the Department, either at common law or as granted pursuant to statute or regulation.

**Entire Agreement.** This Order shall constitute the entire agreement of the Department and Respondent with respect to settlement of those violations specifically referenced herein.

**Binding Effect.** The provisions, terms, and conditions of this Order shall be deemed to bind Respondent and Respondent's heirs, legal representatives, receivers, trustees in bankruptcy, successors and assigns.

**Service.** If Respondent is represented by an attorney with respect to the execution of this Order, service of a duly executed copy of this Order upon Respondent's attorney by ordinary mail shall be deemed good and sufficient service.

**Multiple Respondents.** If more than one Respondent is a signatory to this Order, use of the term "Respondent" in these Standard Provisions shall be deemed to refer to each Respondent identified in the order.

**EXHIBIT A**

CBS Registration