Appendix A

Order on Consent
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

ORDER ON CONSENT
and
ADMINISTRATIVE SETTLEMENT

Index #B9-0571-00-01
Site # 932110

WHEREAS,

1. A. The New York State Department of Environmental Conservation ("Department") is responsible for inactive hazardous waste disposal site remedial programs pursuant to Article 27, Title 13 of the Environmental Conservation Law ("ECL") and Part 375 of Title 6 of the Official Compilation of Codes, Rules and Regulations ("6 NYCRR") and may issue orders consistent with the authority granted to the Commissioner by such statute.

   B. The Department is responsible for carrying out the policy of the State of New York to conserve, improve and protect its natural resources and environment and control water, land, and air pollution consistent with the authority granted to the Department and the Commissioner by Article 1, Title 3 of the ECL.

   C. The Department also has authority to enter into a settlement agreement with persons to resolve liability to the Department under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 et seq., and the ECL and through this settlement, upon completion of implementation of the remedy provided for herein, to fully and completely satisfy and release each and every claim, demand, remedy or action whatsoever against the signatories hereto through this Order on Consent and Administrative Settlement ("Order" or "Settlement").

   D. This Order is issued pursuant to the Department’s authority under, inter alia, ECL Article 27, Title 13, ECL 3-0301 and CERCLA, and resolves Respondents’ and the Settling Parties liability to the State as provided at 6 NYCRR 375-1.5(b)(5) and 42 USC 9613.

2. Those parties listed on Attachment A, and 5335 River Road Inc, who is the owner of the Site ("Owner Respondent"), collectively referred to as the "Respondents" have contributed funds toward, and under this Order commit to, implementing the Remedial Program to completion, and to resolve their alleged responsibility for the Site.
3. The parties listed in Attachment B to this Order are each a “Settling Party” and collectively referred to as the “Settling Parties.” Each Settling Party has contributed funds toward the Site Remedial Program and resolved their alleged responsibility for the Site. Settling Parties are not a Respondent for purposes of this Settlement.

4. The Site known as Frontier Chemical – Royal Avenue is a 9-acre parcel located at 4626 Royal Avenue within the industrial area of the City of Niagara Falls, New York, about one mile north of the Niagara River (hereinafter the “Site”). Exhibit “A” is a map of the Site showing its general location.

5. The Site is currently listed in the Registry of Inactive Hazardous Waste Disposal Sites in New York State as Site Number 932110 with a Classification “2” pursuant to ECL 27-1305.

6. Respondents consent to the issuance of this Order without (i) an admission or finding of liability, fault, wrongdoing, or violation of any law, regulation, permit, order, requirement, or standard of care of any kind; (ii) an acknowledgment that there has been a past release or threatened release of hazardous waste at or from the Site; and/or (iii) an acknowledgment that a release or threatened release of hazardous waste at or from the Site constitutes a significant threat to the public health or environment.

7. Solely with regard to the matters set forth below, Respondents hereby waive any right to a hearing as may be provided by law, consent to the issuance and entry of this Order, and agree to be bound by its terms. Respondents consent to and agree not to contest the authority or jurisdiction of the Department to issue or enforce this Order, and agree not to contest the validity of this Order or its terms or the validity of data submitted to the Department by Respondents pursuant to this Order. Nothing contained in this Order shall be construed as, or constitute an admission as to liability or as to any finding of fact or conclusion of law by any Respondent in any action or proceeding other than an action or proceeding brought solely to enforce a Respondent’s obligations under this Order.

NOW, having considered this matter and being duly advised, IT IS ORDERED THAT:

I. Initial Submittal

Within thirty (30) Days after the effective date of this Order, Respondents shall submit to the Department a Records Search Report prepared in accordance with Exhibit “B” attached hereto. The Records Search Report will not be required.

II. Development, Performance, and Reporting of Work Plans

A. Work Plans

All activities at the Site that comprise any element of an Inactive Hazardous Waste Disposal Site Remedial Program shall be conducted pursuant to one or more Department-approved work plans (“Work Plan” or “Work Plans”) and this Order and all activities shall be consistent with the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), 40 C.F.R. Part 300, as required under CERCLA, 42 U.S.C. § 9600 et seq. The Work Plan(s) under this Order, except those addressing radiological materials, shall address both on-Site and
off-Site conditions and shall be developed and implemented in accordance with 6 NYCRR § 375-1.6(a). Except to the extent set forth in the Work Plan(s) addressing radiological materials, Respondents are not subject to the provisions of 6 NYCRR Part 380 and Respondents are not responsible for addressing any off-site radiological materials, whether detected adjacent to the Site or at any off-site disposal location for radiological materials removed from the Site. All Department-approved Work Plans shall be incorporated into and become enforceable parts of this Order. Upon approval of a Work Plan by the Department, Respondents shall implement such Work Plan in accordance with the schedule contained therein. Nothing in this Subparagraph shall mandate that any particular Work Plan be submitted. This Order requires the submission of a Remedial Action Schedule and the Submission of a Site Management Plan to implement the remedial programs selected in the Records of Decision dated March 18, 2011 and March 28, 2012 ("ROD"). The Remedial Action Schedule and Site Management Plan must satisfy the requirements set forth in the ("ROD") for the Site and be consistent with the RD approved by the Department and appended hereto.

Each Work Plan submitted shall use one of the following captions on the cover page:

1. Site Characterization ("SC") Work Plan: a Work Plan whose objective is to identify the presence of any hazardous waste disposal at the Site;

2. Remedial Investigation/Feasibility Study ("RI/FS") Work Plan: a Work Plan whose objective is to perform a Remedial Investigation and a Feasibility Study;

3. Interim Remedial Measure ("IRM") Work Plan: a Work Plan whose objective is to provide for an Interim Remedial Measure;

4. Remedial Design/Remedial Action ("RD/RA") Work Plan: a Work Plan whose objective is to provide for the development and implementation of final plans and specifications for implementing the remedial alternative set forth in the ROD; or

5. Site Management Plan: a Work Plan whose objective is to identify and implement the institutional and engineering controls required for the Site, as well as any necessary monitoring and/or operation and maintenance of the remedy.

B. Submission/Implementation of Work Plans

1. (a) Respondents have submitted and the Department has approved a Remedial Design Work Plan ("the RD Work Plan"). The Remedial Action Schedule shall be submitted to the Department within fifteen (15) Days after the effective date of this Order.

   (b) The Department may request that Respondents submit additional or supplemental Work Plans for the Site that are consistent with the ROD in the event that the implementation of the RD Work Plan and Remedial Action Schedule do not achieve the remedial objectives of the ROD. Within thirty (30) Days after the Department’s written request, Respondents shall advise the Department in writing whether they will submit and implement the requested additional or supplemental Work Plan. If Respondents elect to submit and implement such Work Plan, Respondents shall submit the requested Work Plan within sixty (60) Days after
such election. If Respondents fail to make a timely election, Respondents shall be in violation of this Order.

(c) Respondents may opt to propose one or more additional or supplemental Work Plans (including one or more IRM Work Plans) at any time, which the Department shall review for appropriateness and technical sufficiency.

(d) Any request made by the Department under Subparagraph II.B.1.(b) shall be subject to dispute resolution pursuant to Paragraph XII.

2. Professional Engineer must stamp and sign all Work Plans other than SC or RI/FS Work Plans.

3. During all field activities conducted under this Order, Respondents shall have on-Site a representative who is qualified to supervise the activities undertaken. Such representative may be an employee or a consultant retained by Respondents to perform such supervision.

C. Modifications to Work Plans

The Department shall notify Respondents in writing if the Department determines that any element of a Department-approved Work Plan needs to be modified in order to achieve the objectives of the Work Plan as set forth in Subparagraph II.A or to ensure that the Remedial Program selected in the ROD and defined in the approved RD otherwise protects human health and the environment. Upon receipt of such notification, Respondents shall provide written notification as provided at 6 NYCRR 375-1.6(d)(3) as to whether it will modify the Work Plan, or invoke dispute resolution. Notwithstanding the foregoing, the Remedial Program with regard to radiological materials has been approved by the Department and there shall be no modification or supplementation to the approved Remedial Program as to radiological materials.

D. Submission of Final Reports and Annual Reports

1. In accordance with the schedule contained in a Work Plan, Respondents shall submit a final report as provided at 6 NYCRR 375-1.6(b) and a final engineering report as provided at 6 NYCRR 375-1.6(c).

2. Any final report or final engineering report that includes construction activities shall include “as built” drawings showing any changes made to the RD or the IRM.

3. In the event that the final engineering report for the Site requires Site management, Owner Respondent shall submit an annual report by the 1st Day of the month following the anniversary of the start of the Site management. Such annual report shall be signed by a Professional Engineer or by such other qualified environmental professional as the Department may find acceptable and shall contain a certification as provided at 6 NYCRR 375-1.8(h)(3). Owner Respondent may petition the Department for a determination that the institutional and/or engineering controls may be terminated. Such petition must be supported by a statement by a Professional Engineer that such controls are no longer necessary for the
protection of public health and the environment. The Department shall not unreasonably withhold its approval of such petition.

E. **Review of Submittals other than Progress Reports and Health and Safety Plans**

1. The Department shall make a good faith effort to review and respond in writing to each submittal Respondent makes 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, whether in whole or in part, it shall specify the reasons for its disapproval. Within thirty (30) Days after the date of the Department’s written notice that Respondents’ submittal has been disapproved, Respondent shall make a revised submittal that addresses all of the Department’s stated reasons for disapproving the first submittal. In the event that Respondents’ revised submittal is disapproved, the Department shall set forth its reasons for such disapproval in writing and Respondents shall be in violation of this Order unless it invokes dispute resolution pursuant to Paragraph XII and its position prevails. Failure to make an election or failure to comply with the election is a violation of this Order.

3. Within thirty (30) Days after the Department’s approval of a final report, Respondents shall submit such final report, as well as all data gathered and drawings and submittals made pursuant to such Work Plan, in an electronic format acceptable to the Department. If any document cannot be converted into electronic format, Respondents shall submit such document in an alternative format acceptable to the Department.

F. **Department’s Issuance of ROD**

The Department has selected final remedial alternatives for the Site in RODs dated March 18, 2011 and March 28, 2012.

G. **Release and Covenant Not to Sue**

1. **Settling Parties Release.** Upon the payment of the allocated share of each Settling Party into the trust fund established by the Respondents to fund performance of the Remedial Program and Respondents advising the Department of such payment, the State covenants not to sue, execute judgment, or take any civil, judicial or administrative action under any federal, state, local or common law against such Settling Party with respect to the Site and such Settling Party shall be deemed to have fully satisfied their obligations hereunder and be fully and completely released by, and shall not be liable to, the Department upon any statutory or common law cause of action, including but not limited to, past or future oversight costs and natural resource damages, arising out of the presence of any contaminants in, on, or emanating from the Site.

2. **Respondents’ Release.** Upon completion of the Remedial Program with regard to radiological materials, Respondents shall be completely and finally released of any liability for, or with respect to, any radiological materials on, under or associated with the Site. This release shall not extend to any particular Respondent or Settling Party in the event it is discovered that
such Respondent or Settling Party in fact released prior to the effective date of this Order radiological materials on or associated with the Site, nor shall it extend to the Owner Respondent with respect to the disturbance of any radiological materials located on the Site outside of the area subject to remediation (“Remediation Area”) pursuant to this Order nor shall it extend to the Owner Respondent with respect to any radiological materials located on the Site inside the Remediation Area if the Department determines that the approved Work Plan addressing the radiological materials in the Remediation Area is no longer protective of public health or the environment due to such disturbance. Upon the Department’s issuance of a Certificate of Completion as provided at 6 NYCRR 375-1.9 and 375-2.9, Respondents shall obtain the benefits conferred by such provisions, subject to the terms and conditions described therein. Notwithstanding any law, rule, or regulation to the contrary, but subject to the exceptions set forth above Respondents shall obtain a full and final liability release for any radiological materials, whether or not naturally occurring, and for natural resources damages (notwithstanding the exclusion of such a release found within NYCRR 375-2.9), and not subject to the Reservation of Rights provision in Paragraph VII herein.

3. With respect to both Settling Parties and Respondents, this Order qualifies as an administrative settlement of liability for purposes of CERCLA.

H. Progress Reports

Respondents shall submit written progress reports to the parties identified in Subparagraph XI.A.1 by the 10th Day of each month commencing with the month subsequent to the approval of the Remedial Action Work Plan and ending with the Termination Date, unless a different frequency is set forth in an approved Work Plan. Such reports shall, at a minimum, include: all actions taken pursuant to this Order during the reporting period and those anticipated for the upcoming reporting period; all approved modifications to work plans and/or schedules; all results of sampling and tests and all other data received or generated by or on behalf of

Respondents in connection with the Site during the reporting period, including quality assurance/quality control information; information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule, and efforts made to mitigate such delays; and information regarding activities undertaken in support of the Citizen Participation Plan during the reporting period and those anticipated for the upcoming reporting period.

III. Penalties

A. 1. Respondents’ failure to comply with any term of this Order constitutes a violation of this Order that is applicable to such Party, the ECL, and 6 NYCRR 375-2.11(a)(4). Nothing herein abridges Respondents’ right to contest any allegation that it has failed to comply with this Order.

2. Payment of any penalties shall not in any way alter Respondents’ obligations under this Order.
B. 1. Respondents shall not suffer any penalty or be subject to any proceeding or action in the event it cannot comply with any requirement of this Order as a result of any Force Majeure Event as provided at 6 NYCRR 375-1.5(b)(4). Respondents must use best efforts to anticipate the potential Force Majeure Event, best efforts to address any such event as it is occurring, and best efforts following the Force Majeure Event to minimize delay to the greatest extent possible. "Force Majeure" does not include Respondents' economic inability to comply with any obligation, the failure of Respondents to make complete and timely application for any required approval or permit, and non-attainment of the goals, standards, and requirements of this Order.

2. Respondents shall notify the Department in writing within five (5) Days of the onset of any Force Majeure Event. Failure to give such notice within such five (5) Day period constitutes a waiver of any claim that a delay is not subject to penalties. Respondents shall be deemed to know of any circumstance which they, any entity controlled by them, or their contractors knew or should have known.

3. Respondents shall have the burden of proving by a preponderance of the evidence that (i) the delay or anticipated delay has been or will be caused by a Force Majeure Event; (ii) the duration of the delay or the extension sought is warranted under the circumstances; (iii) best efforts were exercised to avoid and mitigate the effects of the delay; and (iv) Respondents complied with the requirements of Subparagraph IV.B.2 regarding timely notification.

4. If the Department agrees that the delay or anticipated delay is attributable to a Force Majeure Event, the time for performance of the obligations that are affected by the Force Majeure Event shall be extended for a period of time equivalent to the time lost because of the Force majeure event, in accordance with 375-1.5(4).

5. If the Department rejects Respondents' assertion that an event provides a defense to non-compliance with this Order pursuant to Subparagraph IV.B, Respondents shall be in violation of this Order unless it invokes dispute resolution pursuant to Paragraph XII and Respondents' position prevails.

IV. Entry upon Site

A. Owner Respondent hereby consents, upon reasonable notice under the circumstances presented, to entry upon the Site (or areas in the vicinity of the Site which may be under the control of Owner Respondent) by any duly designated officer or employee of the Department or any State agency having jurisdiction with respect to matters addressed pursuant to this Order, and by any agent, consultant, contractor, or other person so authorized by the Commissioner, all of whom shall abide by the health and safety rules in effect for the Site, for inspecting, sampling, copying records related to the contamination at the Site, testing, and any other activities necessary to ensure Respondents' compliance with this Order. Upon request, Respondents shall (i) provide the Department with suitable work space at the Site, including access to a telephone, to the extent available, and (ii) permit the Department full access to all non-privileged records relating to matters addressed by this Order. Raw data is not considered privileged and that portion of any privileged document containing raw data must be provided to
the Department. In the event Respondents are unable to obtain any authorization from third-party property owners necessary to perform its obligations under this Order, the Department may, consistent with its legal authority, assist in obtaining such authorizations.

B. The Department shall have the right to take its own samples and scientific measurements and the Department and Respondents shall each have the right to obtain split samples, duplicate samples, or both, of all substances and materials sampled. The Department shall make the results of any such sampling and scientific measurements available to Respondents.

V. Payment of State Costs

Provided that the Respondents comply with the requirements of this Order, and in consideration of the Department's contribution to its pro rata orphan share and the Respondents agreeing to not seek contribution from the United States in the event the Department separately settles its claims against the United States, the Department will not seek payment of past or future State Costs from the Respondents.

VI. Reservation of Rights

A. Except as provided at 6 NYCRR 375-1.9 and 375-2.9, nothing contained in this Order shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's rights or authorities, including, but not limited to, the right to require performance of further investigations and/or response action(s), and/or to exercise any summary abatement powers with respect to any person, including Respondents. Notwithstanding the foregoing, this Order qualifies as an administrative settlement of liability for purposes of CERCLA pursuant to 42 USC 9613 and Niagara Mohawk Power Corporation v. Chevron U.S.A, Inc., 596 F.3d 112, 2010 U.S. App. LEXIS 3859, **; 70 ERC (BNA) 1001; 40 ELR 20060 (2nd Cir. Feb. 24, 2010).

B. Except as otherwise provided in this Order, Respondents and Settling Parties specifically reserve all rights and defenses under applicable law respecting any Departmental assertion of remedial liability against Respondents, and further reserves all rights respecting the enforcement of this Order, including the rights to notice, to be heard, to appeal, and to any other due process. The existence of this Order or Respondents' compliance with it shall not be construed as an admission of liability, fault, wrongdoing, or breach of standard of care by Respondents, and shall not give rise to any presumption of law or finding of fact, or create any rights, or grant any cause of action, which shall inure to the benefit of any third party. Further, Respondents and Settling Parties reserve such rights as each may have to seek and obtain contribution, indemnification, contractual indemnification and/or any other form of recovery from their insurers and from other potentially responsible parties, other than Settling Parties, or their insurers for past or future response and/or cleanup costs or such other costs or damages arising from the contamination at the Site as may be provided by law, including but not limited to rights of contribution under section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

VII. Indemnification

Respondents shall indemnify and hold the Department, the State of New York, the Trustee of the State's natural resources, and their representatives and employees harmless as
provided by 6 NYCRR 375-2.5(a)(3)(i) to the extent that ECL 27-1313.1.c is not applicable. However nothing herein shall be construed as establishing any indemnification or hold harmless obligation with regard to claims, if any, arising from the handling, removal and/or disposal of radiological materials from, or on, the Site as approved by the Department in the approved Remedial Program for radiological materials.

IX. Public Notice

A. Within thirty (30) Days after the effective date of this Order, Owner Respondent shall provide notice as required by 6 NYCRR 375-1.5(a). Within sixty (60) Days of such filing, Owner Respondent shall provide the Department with a copy of such instrument certified by the recording officer to be a true and faithful copy.

B. If Owner Respondent proposes to transfer by sale or lease the whole or any part of Owner Respondent’s interest in the Site, or becomes aware of such transfer, Owner Respondent shall, not fewer than forty-five (45) Days before the date of transfer, or within forty-five (45) Days after becoming aware of such conveyance, notify the Department in writing of the identity of the transferee and of the nature and proposed or actual date of the conveyance, and shall notify the transferee in writing, with a copy to the Department, of the applicability of this Order. However, such obligation shall not extend to a conveyance by means of a corporate reorganization or merger or the granting of any rights under any mortgage, deed, trust, assignment, judgment, lien, pledge, security agreement, lease, or any other right accruing to a person not affiliated with Owner Respondent to secure the repayment of money or the performance of a duty or obligation.

X. Environmental Easement

A. If a Department-approved final engineering report for the Site relies upon one or more institutional and/or engineering controls, Owner Respondent or other owner of the Site shall submit to the Department for approval an Environmental Easement to run with the land in favor of the State which complies with the requirements of ECL Article 71, Title 36, and 6 NYCRR 375-1.8(h)(2). Upon acceptance of Environmental Easement by the State, Owner Respondent or other owner of the Site shall comply with the requirements of 6 NYCRR 375-1.8(h)(2).

B. The ROD provides for the implementation of one or more institutional controls. Owner Respondent or other owner of the Site shall cause an environmental easement to be recorded under the provisions of Subparagraph X.A. If Owner Respondent or other owner of the Site does not cause such environmental easement to be recorded in accordance with 6 NYCRR 375-1.8(h)(2), Owner Respondent, or other owner of the Site and Respondents will not be entitled to the benefits conferred by 6 NYCRR 375-1.9 and 375-2.9.

XI. Communications

A. All written communications required by this Order shall be transmitted by United States Postal Service, by private courier service, or hand delivered as follows:

1. Communication from Respondents shall be sent to:
Gregory Sutton, P.E.
Division of Environmental Remediation
New York State Department of Environmental Conservation
270 Michigan Avenue
Buffalo, New York 14203-2999
gpsutton@gw.dec.state.ny.us

Note: three hard copies (one unbound) of work plans are required, as well as one electronic copy, with copies to:

Krista Anders
Bureau of Environmental Exposure Investigation
New York State Department of Health
Empire State Plaza
Corning Tower Room 1787
Albany, New York 12237
kma06@health.state.ny.us

James Charles, Esq.
Office of General Counsel
New York State Department of Environmental Conservation
270 Michigan Ave.
Buffalo, New York 14203-2999
jdcharle@gw.dec.state.ny.us

2. Communication to be made from the Department shall be sent to:

Timothy Webster – Partner – Webster Szanyi
1400 Liberty Building

Buffalo, New York 14202
Tel – (716) 842-2800
Fax – (716) 845-6709
twebster@websterszanyi.com

Joseph Williams on behalf of Owner Respondent

c/o Peter Ruppar, Esq
Duke, Holzman, Photiadis & Gresens
1800 Main Place Tower
Buffalo, New York 14202
Tel – (716) 855-1111
Fax – (716) 855-0327
pruppar@dhpglaw.com

B. The Department and Respondents reserve the right to designate additional or different addressees for communication upon written notice to the other.
C. Each party shall notify the other within ninety (90) Days after any change in the addresses in this Paragraph XI.

XII. Dispute Resolution

In the event disputes arise under this Order, Respondents may, within fifteen (15) Days after Respondents 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). Nothing contained in this Order shall be construed to authorize Respondents to invoke dispute resolution with respect to the remedy selected by the Department in the ROD or any element of such remedy, nor to impair any right of Respondents to seek judicial review of the Department’s selection of any remedy.

XIII. Termination of Order

A. This Order will terminate upon the Department’s written determination that Respondents have completed all phases of the Remedial Program (including Site Management), in which event the termination shall be effective on the 5th Day after the date of the Department’s approval of the final report relating to the final phase of the Remedial Program.

B. Notwithstanding the foregoing, the provisions contained in Paragraphs II(G), VI and VII shall survive the termination of this Order and any violation of such surviving Paragraphs shall be a violation of this Order, the ECL, and 6 NYCRR 375-2.11(a)(4), subjecting Respondents to penalties as provided under Paragraph IV so long as such obligations accrued on or prior to the Termination Date.

XIV. Miscellaneous

A. Respondents agree to comply with and be bound by the provisions of 6 NYCRR Subparts 375-1 and 375-2; the provisions of such Subparts that are referenced herein are referenced for clarity and convenience only and the failure of this Order to specifically reference any particular regulatory provision is not intended to imply that such provision is not applicable to activities performed under this Order.

B. The Department exempts Respondents from the requirement to obtain any state or local permit or other authorization for any activity conducted pursuant to this Order in accordance with 6 NYCRR 375-1.12(b), (c), and (d), and, except to the extent set forth in the Work Plan(s) addressing radiological materials, the requirements of 6 NYCRR Part 380.

C. 1. Respondents shall use best efforts to obtain all Site access, permits, easements, approvals, institutional controls, and/or authorizations necessary to perform Respondents’ obligations under this Order, including all Department-approved Work Plans and the schedules contained therein. If, despite Respondents’ best efforts, any access, permits, easements, approvals, institutional controls, or authorizations cannot be obtained, Respondents shall promptly notify the Department and include a summary of the steps taken. The Department may, as it deems appropriate and within its authority, assist Respondents in obtaining same.
2. If an interest in property is needed to implement an institutional control required by a Work Plan and such interest cannot be obtained, the Department may require Respondents to modify the Work Plan pursuant to 6 NYCRR 375-1.6(d)(3) to reflect changes necessitated by Respondents' inability to obtain such interest.

D. The paragraph headings set forth in this Order are included for convenience of reference only and shall be disregarded in the construction and interpretation of any provisions of this Order.

E. 1. The terms of this Order shall constitute the complete and entire agreement between the Department, Respondents concerning the implementation of the activities required by this Order. No term, condition, understanding, or agreement purporting to modify or vary any term of this Order shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department shall be construed as relieving Respondents of Respondents’ obligations to obtain such formal approvals as may be required by this Order. In the event of a conflict between the terms of this Order and any Work Plan submitted pursuant to this Order, the terms of this Order shall control over the terms of the Work Plan(s). Respondents consent to and agree not to contest the authority and jurisdiction of the Department to enter into or enforce this Order.

2. i. Except as set forth herein, if Respondents desire that any provision of this Order be changed, Respondents shall make timely written application to the Commissioner with copies to the parties listed in Subparagraph XI.A.1.

ii. If Respondents seek to modify an approved Work Plan, a written request shall be made to the Department’s project manager, with copies to the parties listed in Subparagraph XI.A.1.

iii. Requests for a change to a time frame set forth in this Order shall be made in writing to the Department’s project attorney and project manager; such requests shall not be unreasonably denied and a written response to such requests shall be sent to Respondents promptly.

F. 1. There are multiple parties signing this Order. The obligations of each such party under this Order are joint and several, except as to obligations assigned only to the Owner Respondent or other owner of the Site, which obligations shall be several and not joint, and the insolvency of or failure by any Respondent to implement any obligations under this Order shall not affect the obligations of the remaining Respondent(s) under this Order.

2. If any Respondent is a partnership, the obligations of all general partners (including limited partners who act as general partners) under this Order are joint and several and the insolvency or failure of any general partner to implement any obligations under this Order shall not affect the obligations of the remaining partner(s) under this Order.

3. Notwithstanding the foregoing Subparagraphs XIV.F.1 and 2, if multiple parties sign this Order as Respondents but not all of the signing parties elect to implement a Work Plan, all Respondents are jointly and severally liable for each and every obligation under this Order through the completion of activities in such Work Plan that all such parties consented
to; thereafter, only those Respondents electing to perform additional work shall be jointly and severally liable under this Order for the obligations and activities under such additional Work Plan(s). The parties electing not to implement the additional Work Plan(s) shall have no obligations under this Order relative to the activities set forth in such Work Plan(s). Further, (i) only those Respondents electing to implement such additional Work Plan(s) shall be eligible to receive the Liability Limitation referenced in Subparagraph II.G and (ii) if, after a final allocation adopted by Respondents, a Respondent fails to pay its allocated share of liability, such Respondent(s) shall not be eligible to receive the Liability Limitation in Subparagraph II. G and, notwithstanding any other provision of this Order to the contrary, such non-paying Respondent shall be subject to claims for contribution.

G. Respondents, including the Settling Parties set forth in Attachment B, shall be entitled to receive contribution protection, and Respondents shall be entitled to seek cost recovery and/or contribution, to the extent authorized by CERCLA (42 USC Sees. 9607 & 9613), and 6 NYCRR 375-1.5(b)(5).

H. Unless otherwise expressly provided herein, terms used in this Order which are defined in ECL Article 27 or in regulations promulgated thereunder shall have the meaning assigned to them under said statute or regulations.

I. Respondents’ obligations under this Order represent payment for or reimbursement of response costs, and shall not be deemed to constitute any type of fine or penalty.

J. Respondents and their successors and assigns shall be bound by this Order. Any change in ownership or corporate status of any Respondent shall in no way alter such Respondent’s responsibilities under this Order.

K. This Order may be executed for the convenience of the parties hereto, individually or in combination, in one or more counterparts, each of which shall be deemed to have the status of an executed original and all of which shall together constitute one and the same.

L. The effective date of this Order is the 10th Day after it is signed by the Commissioner or the Commissioner’s designee.

DATED: MAR 27 2013

JOSEPH MARTENS
COMMISSIONER
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: [Signature]
Robert Schick, Director
Division of Environmental Remediation
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent’s right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent’s Name: Frontier Chemical Royal Avenue Site PRP Group (an unincorporated association)

By: ___________________________

A. Timothy Webster, Chairman

Title: Chairman

Date: 3/1/13

STATE OF NEW YORK )
COUNTY OF                     ) ss:

On the 8th day of March, in the year 2013, before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual taking acknowledgment

EILEEN M. MARZO
Notary Public State of New York
Qualified in Erie County
My Commission Expires March 31, 2015
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

5335 RIVER ROAD, INC.

By: James H. Williams

JAMES H. WILLIAMS

Title: PRESIDENT

Date: 3-11-2013

STATE OF NEW YORK    
COUNTY OF ERIE

On the 15th day of March in the year 2013, before me, the undersigned, personally appeared JAMES H. WILLIAMS personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

Nancy L. Hazur
Notary Public, State of New York
Commission No. 1765930
My Commission Expires 11-30-2018
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

JAMES H. WILLIAMS, FRANCIS M. WILLIAMS AND LAWRENCE REGER D/B/A NIAGARA INDUSTRIAL WAREHOUSING, A GENERAL PARTNERSHIP F/K/A TRANSNIAGARA ASSOCIATES AND MARC EQUITY REALITY, GENERAL PARTNERSHIPS

By: James H. Williams

JAMES H. WILLIAMS

Title: GENERAL PARTNER

Date: 3-15-2013

STATE OF NEW YORK )
COUNTY OF ERIE )

On the 15th day of March in the year 2013, before me, the undersigned, personally appeared JAMES H. WILLIAMS personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Nancy L. Koner
Notary Public

Notary Public, State of New York
Commission No. 17005280
My Commission Expires 11-30-2013
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent’s right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent’s Name
By: Robert J. Leonard
Title: Director, Corporate E&I
Date: 2/28/13

STATE OF NEW YORK )
COUNTY OF Butler ) ss:

On the 27 day of Feb., in the year 2013 before me, the undersigned, personally appeared Robert J. Leonard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual taking acknowledgment

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Michelle L. Frechling, Notary
Clinton Township, Butler County
Member, Pennsylvania Association of Notaries

II - VI Inc.
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent's Name: AMERICAN PRECISION INDUSTRIES, INC.

By: [Signature]

Title: VP

Date: 3/7/13

ILLINOIS
STATE OF NEW YORK
COUNTY OF DUPage

On the 7TH day of MARCH, in the year 2013 before me, the undersigned, personally appeared [Name], personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Signature and Office of individual taking acknowledgment

[Seal]
OFFICIAL SEAL
CLARYSEL AUSTIN
Notary Public - State of Illinois
My Commission Expires Mar 16, 2014
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent’s right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent’s Name

Alcatel-Lucent USA Inc. (on behalf of AT&T Technologies, Inc. and Nassau Metals Corp.)

By: ___________________________
    TD Morrison

Title: Vice President Real Estate

Date: March 11, 2013

STATE OF NEW JERSEY  
   ss:

COUNTY OF

On the __________ day of __________, in the year 20________ before me, the undersigned, personally appeared Patrick D. Morrison, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Cheryl A. Jesse
Signature and Office of individual taking acknowledgment

Cheryl A. Jesse
A Notary Public of New Jersey
My Commission Expires
March 20, 2017
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent’s right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent’s Name

By: ___________________________
Title: Senior Vice President & General Counsel
Date: March 6, 2013

COMMONWEALTH OF PENNSYLVANIA
STATE OF NEW YORK
COUNTY OF Montgomery

On the _____ day of March, in the year 2013 before me, the undersigned, personally appeared William J. Hamel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

______________________________
Signature and Office of individual taking acknowledgment

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
LISA ANN SAYLES, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires October 26, 2013

Arkema Inc.
Atochem North America Inc.
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent's Name: [Signature]

By: [Signature]

Title: [Signature]

Date: 01/12/13

COMMONWEALTH OF PENNSYLVANIA
STATE OF NEW YORK

COUNTY OF Allegheny )

On the 13th day of March, in the year 2013, before me, the undersigned, personally appeared [Signature], personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature and Office of individual taking acknowledgment]

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jamie E. Kunchick, Notary Public
Robinson Twp., Allegheny County
My Commission Expires Aug. 9, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

*Respondent's Name*: CBS CORPORATION

By: __________________________

Eric J. Sobczak

*Title*: Senior Vice President/Associate General Counsel

*Date*: March 19, 2013

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

On the 19th day of March, in the year 2013, before me, the undersigned, personally appeared Eric J. Sobczak, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual taking acknowledgment

COMMONWEALTH OF PENNSYLVANIA
Notorial Seal
Beth A. Steigerwald, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Feb. 4, 2015

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent’s right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent’s Name: CECOS International, Inc.

By: Tim M. Benter
Title: Vice President
Date: 1/9/2013

STATE OF NEW YORK  
COUNTY OF Maricopa  

On the ___ day of __________, in the year 2013 before me, the undersigned, personally appeared Tim M. Benter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual taking acknowledgment  
Notary Public
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent's Name
By: CHRIS DODS C. AO
Title: President and CEO
Date: 2/27/13

Clean Earth of North Jersey, Inc.

STATE OF NEW YORK  )
COUNTY OF  } ss:

On the 27th day of February, in the year 2013, before me, the undersigned, personally appeared CHRI DODS C., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual taking acknowledgment

NOTARIAL SEAL

WILMA E. LUNSFORD, Notary Public
Hatboro Borough, Montgomery County
My Commission Expires May 17, 2015
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent’s right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent’s Name: 

By: 

Title: Senior Vice President

Date: 3/4/2013

MASSACHUSETTS

STATE OF NEW YORK )

COUNTY OF Plymouth ) ss:

On the 4th day of March, in the year 2013, before me, the undersigned, personally appeared David Masselton, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual taking acknowledgment

[Signature]

[Seal]

COLEEN O’DONNELL ROBBIE
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Compensation Expires May 5, 2013
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent’s right to a hearing herein as provided by law, and agrees to be bound by this Order.

**Respondent’s Name** Cummins Inc.

**By:**

**Title:** Natalie J. Stuckey - Senior Counsel

**Date:** 3/4/13

**STATE OF NEW YORK**

**COUNTY OF**

On the 4th day of March, in the year 2013 before me, the undersigned, personally appeared Natalie Stuckey, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual taking acknowledgment

**NOTARY**

**My Commission Expires**

**March 3, 2015**

**PUBLIC**

**STATE OF INDIANA**
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent's Name
By: Cycle Clifm Inc
Title: Queen Pres. Inc
Date: 3/5/13

STATE OF NEW YORK  
COUNTY OF Union  

On the 5 day of March, in the year 2013 before me, the undersigned, personally appeared Michael Persico personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Signature and Office of individual taking acknowledgment

SUZANNE L. CZARNOTA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 7/1/2017
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent's Name:

By: Michael J. Manning
Title: Vice President-Safety, Health & Environment
Date: March 22, 2013

STATE OF NEW YORK

COUNTY OF

On the 23rd day of March, in the year 2013 before me, the undersigned, personally appeared Michael Manning, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of Individual taking acknowledgment

CAROL A. HERZOG
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 1/5/2014

Cytec Industries Inc.
American Cyanamid
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent’s right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent’s Name

DRS Environmental Systems
By: [Signature]

Title: Chairman/CEO

Date: 3/15/12

STATE OF NEW YORK  )
 ) ss:
COUNTY OF  )

On the 15th day of March, in the year 20_, before me, the undersigned, personally appeared [Signature], personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature and Office of individual taking acknowledgment]

ALOYSIUS T. WEBSTER, Esq.
Notary Public State of New York
Qualified in Erie County
My Commission Expires 7/6/2014
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent's Name  EASCO HAND TOOLS, INC.

By:  [Signature]

Title:  VP

Date:  3/17/13

STATE OF NEW YORK                      )
COUNTY OF DUPage                      ) ss:

On the 7TH day of MARCH, in the year 2013 before me, the undersigned, personally appeared CARL S. GRABINSEL, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual taking acknowledgment

OFFICIAL SEAL
CLARYSEL AUSTIN
Notary Public - State of Illinois
My Commission Expires Mar 16, 2014
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent's Name
By: [Signature]
Title: [Vice President]
Date: 3/15/2013

STATE OF NEW YORK )
COUNTY OF [Redacted] )

On the 15th day of March, in the year 2013, before me, the undersigned, personally appeared [Redacted], a person known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is subscribed to the within instrument and acknowledged to me that [Redacted] executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual taking acknowledgment

Electronic Devices Incorporated
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent’s right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent’s Name
By: 
Title: Manager-Renewable
Date: 2/4/2015

STATE OF NEW YORK )
) ss:
COUNTY OF )

On the 4th day of February, in the year 2015, before me, the undersigned, personally appeared John Harrer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

DARCI L. DeLisle
Signature and Office of individual taking acknowledgment

The General Electric Company
A-14
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

[Signature]
Respondent's Name
General Patitions Mfg Corp
By: 
Title: President
Date: 12/20/12

STATE OF NEW YORK
COUNTY OF Erie

On the 10th day of Dec., in the year 2012 before me, the undersigned, personally appeared George Zehner, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Signature and Office of individual taking acknowledgment

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MAUREEN A. DECKER, NOTARY PUBLIC
ERIE, ERIE COUNTY,
MY COMMISSION EXPIRES MARCH 15, 2016
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent’s right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent’s Name: KEYSSTONE POWDERED METAL Co.

By: [Signature]

Title: President & CEO

Date: 3-20-13

PENNSYLVANIA
STATE OF NEW YORK )
) ss:
COUNTY OF )

On the 30th day of MARCH, in the year 2013, before me, the undersigned, personally appeared [Signature], personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Signature and Office of Individual taking acknowledgment

Notarial Seal
Barbara N. Ruffner, Notary Public
City of St. Marys, Elk County
My Commission Expires June 15, 2013
Member, Pennsylvania Association of Notaries
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent's Name LEICA MICROSYSMIS, INC.
By: [Signature]
Title: VP
Date: 3/7/13

STATE OF NEW YORK
COUNTY OF DUPage

On the 7TH day of MARCH, in the year 2013, before me, the undersigned, personally appeared CARL S. GRADINSEL, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Signature and Office of individual taking acknowledgment

OFFICIAL SEAL
CLARYSEL AUSTIN
Notary Public - State of Illinois
My Commission Expires Mar 18, 2014
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent’s right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent’s Name

Luminite Products Corp.

By: [Signature] Richard L. Sanger

Title: President

Date: February 7, 2013

Pennsylvania
STATE OF NEW YORK )
COUNTY OF McKean ) ss:

On the 7th day of March, in the year 2013 before me, the undersigned, personally appeared Richard Sanger, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Signature and Office of individual taking acknowledgment

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kathleen S. Vecchio, Notary Public
Bradford Twp., McKean County
My Commission Expires Nov. 2, 2013
Member, Pennsylvania Association of Notaries
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent's Name: Maguire Properties, Inc.
By: 
Title: President
Date: 3/15/13

STATE OF NEW YORK )
COUNTY OF Monroe ) ss:

On the 18 day of March in the year 20_, before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]

Signature and Office of individual taking acknowledgment

[Signature]

[Name]
Notary Public, State of New York
[Notary Seal]
Notary Public U.S.A. Monroe County
Commission Expires March 3, 20_
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent’s right to a hearing herein as provided by law, and agrees to be bound by this Order.

MOTOR COMPONENTS, INC.

By: W. Sheldon Alliero
Title: Manager
Date: 3-15-13

STATE OF NEW YORK

COUNTY OF

On the 15th day of March, in the year 2013 before me, the undersigned, personally appeared W. Sheldon Alliero, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Karen M. Orlovski
Signature and Office of individual taking acknowledgment

KAREN M. ORLOWSKI
Lic. #1018861523
Notary Public-State of New York
Qualified in Erie County
My Commission Expires JULY 16, 2016
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent's Name
By: [Signature]
Title: Vice President - OCC
Date: 3/11/2013

STATE OF NEW YORK )
) ss:
COUNTY OF Dallas )

On the 11th day of March, in the year 2013, before me, the undersigned, personally appeared [Mike Anderson], personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature and Office of individual taking acknowledgment]

DEBRA LYNNE TAYLOR
Notary Public, State of Texas
My Commission Expires August 24, 2013

Occidental Chemical Corp.
BTL Specialty Resins Corp.
Durez Corp.
Diamond Shamrock Corporation
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent's Name: CCA CORPORATION

By: 

Title: Corp VP - EHS

Date: 3/20/13

STATE OF NEW YORK

COUNTY OF BRADLEY

On the 20th day of March, in the year 20_, before me, the undersigned, personally appeared Curtis M. Richards personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual taking acknowledgment

BETH A. BALT
STATE OF TENNESSEE NOTARY PUBLIC
BRADLEY COUNTY
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

**Respondent's Name**: Saint-Gobain Corporation

**By**: Lauren Alterman

**Title**: VICE PRESIDENT - HSE

**Date**: 3-5-2013

---

**STATE OF NEW YORK**

**COUNTY OF Chester**

On the 5th day of March, in the year 2013 before me, the undersigned, personally appeared Lauren Alterman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

**Signature and Office of individual taking acknowledgment**

KATHLEEN MCGLYNN - Notary

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

KATHLEEN McGlynn, Notary Public

Tredyffrin Twp., Chester County

My Commission Expires February 3, 2015
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent’s right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent’s Name

By: [Signature]

Title: V.P.

Date: 12/12/12

STATE OF NEW YORK )
) ss:
COUNTY OF )

On the [12/12] day of DEC, in the year 2012 before me, the undersigned, personally appeared [Name], personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]

Signature and Office of individual taking acknowledgment

[Notary Public Seal]
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent’s right to a hearing herein as provided by law, and agrees to be bound by this Order.

**Respondent's Name:** Spears USA LLC nka Sonoco Products Company

**By:** [Signature]

**Title:** TREASURER

**Date:** 1. 7. 13

---

**STATE OF South Carolina, ss:**

**COUNTY OF Darlington, ss:**

On the 7th day of January, in the year 2013 before me, the undersigned, personally appeared [Name], personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]

Signature and office of individual taking acknowledgment

---

DANA M. BANISTER
NOTARY PUBLIC
MY COMMISSION EXPIRES
3/7/2013
STATE OF SOUTH CAROLINA
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent’s right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent’s Name: Textron Inc.

By: ___________ 

Title: VP, Deputy General Counsel, Litigation

Date: January 2, 2013

STATE OF NEW YORK  )
COUNTY OF  ) ss:

On the 1st day of January, in the year 2013, before me, the undersigned, personally appeared Julie Duffy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Lynn M. Roche
Signature and Office of individual taking acknowledgment
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent's Name: United Technologies Corporation*  
By:  
Richard H. Bennett  
Title: Vice President, Environment, Health & Safety  
Date: 3-11-13

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) ss.

On the ___ day of March, in the year 2013 before me, the undersigned, personally appeared Richard H. Bennett, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of Individual taking acknowledgment  
Kathleen M. McFadden  
Notary Public  
Commission Expires: 2/28/2015

* United Technologies Corporation on behalf of itself and its following current and former divisions and subsidiaries:

  Carrier Corporation  
  Carlyle Compressor Division of Carrier Corporation  
  Tyler Refrigeration and Beverage Air Divisions of Carrier Commercial Refrigeration, Inc.  
  Pratt & Whitney Division  
  Pratt & Whitney Engine Services, Inc. (a/k/a Pratt & Whitney West Virginia)  
  Hamilton Standard Division  
  Hamilton Sundstrand Corporation  
  Inmont Corporation  
  Sikorsky Aircraft Corporation  
  Schweizer Aircraft Corporation
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent's Name: XEROX CORPORATION

By: __________________________
    Diane O'Connor

Title: V.P., EHS & S

Date: March 7, 2013

STATE OF NEW YORK

COUNTY OF

On the day of , in the year before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual taking acknowledgment

KIM WINTER
NOTARY PUBLIC, STATE OF NEW YORK
No. 01W065099
QUALIFIED IN MONROE COUNTY
MY COMMISSION EXPIRES MARCH 17, 2016
EXHIBIT “A”

Map of Site
RECORDS SEARCH REPORT

1. Detail all environmental data and information within Respondent’s or Respondent’s agents’ or consultants’ possession or control regarding environmental conditions at or emanating from the Site.

2. A comprehensive list of all existing relevant reports with titles, authors, and subject matter, as well as a description of the results of all previous investigations of the Site and of areas immediately surrounding the Site which are or might be affected by contamination at the Site, including all available topographic and property surveys, engineering studies, and aerial photographs.

3. A concise summary of information held by Respondent and Respondent’s attorneys and consultants with respect to:

   (i) a history and description of the Site, including the nature of operations;

   (ii) the types, quantities, physical state, locations, methods, and dates of disposal or release of hazardous waste at or emanating from the Site;

   (iii) a description of current Site security (i.e. fencing, posting, etc.); and

   (iv) the names and addresses of all persons responsible for disposal of hazardous waste, including the dates of such disposal and any proof linking each such person responsible with the hazardous wastes identified.
ATTACHMENT A

Respondents
ATTACHMENT A

Respondents

Frontier Chemical Royal Avenue Site PRP Group (an unincorporated association)

5335 River Road, Inc. (Site Owner)
   Marc Equity Realty
   Transniagara Associates
   Niagara Industrial Warehousing

II-VI Inc.

American Precision Instruments, Inc.
American Cyanamid
n/k/a Cytec, Industries

Alcatel-Lucent USA Inc. (on behalf of AT&T Technologies, Inc. and Nassau Metals Corp.)

Arkema Inc.
   Atochem North America Inc.

Calgon Carbon Corporation

CBS CORPORATION (Westinghouse Electric Corporation; Viacom, Inc.)

CECOS International Inc.

Clean Earth of North Jersey Inc.

Clean Harbors Environmental Services, Inc

Cummins Inc.
   Cummins Engine Co. Inc.

Cycle
   Cycle Chem Inc.

DRS EW & Network Systems, Inc.
   (Sierra Technologies Inc.)

Easco Hand Tools (n/k/a Danaher Easco Hand Tools)

Electronic Devices Incorporated
General Electric Company

General Partitions Mfg. Corp.

Leica Incorporated (Leica Microsystems Inc.)

Luminit Products Corporation

Keystone Powered Metal Co. (Keystone Carbon Company/Keystone Thermistor Corporation)

Maguire Properties, Inc.
    Thomas G. Maguire Real Estate

Motor Components, LLC. (Purolator Products Company)

Occidental Chemical Corp.
    BTL Specialty Resins Corp.
    Durez Corp.
    Diamond Shamrock Corporation

Olin Group

Saint Gobain GRP (Saint-Gobain Corporations)

Solvents & Petroleum Service Inc.

Spear USA LLC (n/k/a Sonoco Products Company)

Textron Inc.

United Technologies Corporation on behalf of itself and its following current and former divisions and subsidiaries:

    Carrier Corporation
    Carlyle Compressor Division of Carrier Corporation
    Tyler Refrigeration and Beverage Air Divisions of Carrier Commercial Refrigeration, Inc.
    Pratt & Whitney Division

Pratt & Whitney Engine Services, Inc. (a/k/a Pratt & Whitney West Virginia)
Hamilton Standard Division

Hamilton Sundstrand Corporation

Inmont Corporation

Sikorsky Aircraft Corporation

Schweizer Aircraft Corporation

Xerox Corporation
ATTACHMENT B

Settling Parties
<table>
<thead>
<tr>
<th>SETTLING PARTIES</th>
<th>Attachments B</th>
</tr>
</thead>
<tbody>
<tr>
<td>3535 West Henrietta Road, Inc.</td>
<td>Alcan Rolled Products</td>
</tr>
<tr>
<td>3M Company</td>
<td>n/k/a Novellus Corporation</td>
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<tr>
<td>A B Chance (Hubbell, Inc.)</td>
<td>Aliquippa &amp; Southern Railroad Company (The Cuyahoga Valley Railway Co.)</td>
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<tr>
<td>A H Harris &amp; Sons, Inc.</td>
<td>Allegheny Bradford Corporation</td>
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<tr>
<td>A.E. Kirby Health Center</td>
<td>Allen Harbor Marine Service, Inc.</td>
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<tr>
<td>A.J. Weigano, Inc.</td>
<td>ALLIED CHEMICAL CORP. (n/k/a Honeywell, Inc.)</td>
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<tr>
<td>A.W. Beattie Career Center</td>
<td>Allied Sinterings, Inc.</td>
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<tr>
<td>A.W. Perry, Inc.</td>
<td>Allomatic Products Company (Raybestos Company, LLC)</td>
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<tr>
<td>ABB INC., on behalf of Combustion Engineering ABB; and ABB Power T&amp;D Company Inc.</td>
<td>Allstate Tool &amp; Die, Inc. (ATD Precision)</td>
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<tr>
<td>Abby Drum Company</td>
<td>ALP Steel Corporation</td>
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<tr>
<td>ABVI of Greater Rochester</td>
<td>Alpena Power Company</td>
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<tr>
<td>AC Electric Corporation</td>
<td>Alstom Power, Inc.</td>
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<td>Acco Chain &amp; Lifting Products (FKI Industries, Inc.)</td>
<td>Alumax Extrusions, Inc. (n/k/a Sapa Extrusions Inc.)</td>
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<tr>
<td>Acken, Inc (Polhemus)</td>
<td>Alumax Mill Products</td>
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<td>ACME Precision Screw Products, Inc.</td>
<td>Alcoa, Inc.</td>
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<td>ACPC, Inc. (n/k/a RMC Texas Inc.)</td>
<td>AMAC Enterprises, Inc.</td>
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<td>Acu Rite Companies, Inc.</td>
<td>Amerac Corporation and Thomas Betts</td>
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<td>Adair Printing Company</td>
<td>American Bank Note Company</td>
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<td>Adams Engineering</td>
<td>American Color Graphics, Inc. n/k/a Vertis Communications</td>
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<td>Adco Products</td>
<td>American Crucible Products</td>
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<td>Advanced Chemical Company</td>
<td>American Cyanamid / Wyeth n/k/a Pfizer Inc.</td>
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<td>AEP Industries, Inc.</td>
<td>American Eagle Airlines, Inc.</td>
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<td>Aerotech</td>
<td>American Felt &amp; Filter Company</td>
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<td>Astina-Cigna Flight Operations</td>
<td>American Fibrit (Johnson Controls)</td>
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<td>Affiliated Labs (Affiliated Laboratory Inc.)</td>
<td>American Fuji Seal</td>
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<td>Agfa Photo Corporation</td>
<td>American High Reach, Inc. (NES Rentals)</td>
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<td>Agway Liquidating Trust</td>
<td>American Packaging Corporation</td>
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<td>Agway Petroleum Corp. (n/k/a Yawga Energy Products LLC)</td>
<td>American Schoen Machinery Company</td>
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<td>Anstrom Fiber Composites (Invitrogen)</td>
<td>American Sterilizer Company</td>
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<tr>
<td>Air Maze Corporation (Donaldson Company, Inc.)</td>
<td>American Tinning &amp; Galvanizing Company</td>
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<td>Air-Flo Manufacturing, Inc.</td>
<td>American Waste Processing, Ltd.</td>
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<td>Airgas, Inc.</td>
<td>Ames Rubber Corporation</td>
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<td>Airline Petroleum Company</td>
<td>AMF Bowling Products</td>
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<td>Airmaster Systems Corporation (Air Master Systems Corporation)</td>
<td>AMREP</td>
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<td>Akron Rubber Development Laboratory, Inc.</td>
<td>Amresco</td>
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<td>Akzo Nobel, Inc.</td>
<td>Amthor's Welding Service Inc.</td>
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<td>Alan Buick Inc.</td>
<td>Amtrol, Inc.</td>
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<td>Albany Dodge, Inc.</td>
<td>Anaren Microwave Inc.</td>
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<td>Albany International Corporation</td>
<td>Anchor Fasteners (Illinois Tool Works Inc.)</td>
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<td>An-Co Industrial Plastics, Inc.</td>
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<td>Andersen Land Corporation</td>
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<td>Andreas Auto Repair</td>
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<td>Andritz, Inc.</td>
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<td>Anheuser-Busch, Inc.</td>
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<td>Anoplate Corporation</td>
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<td>Appleton Coated, LLC</td>
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<td>APV Heat Transfer</td>
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<td>Aquarion Water Company</td>
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<td>ARA Services n/k/a ARAMARK</td>
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<td>Aramark Uniform &amp; Career Apparel, LLC</td>
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<td>Arch Crown Tags</td>
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<td>Archem, Inc. (Artlow Systems, Inc.)</td>
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<td>Area Tool &amp; Manufacturing, Inc.</td>
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<td>Ariel Corporation</td>
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<td>Aristech Chemical Corporation (Sunoco, Inc.)</td>
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<td>Armory Garage, Inc.</td>
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<td>Arrow Group Industries, Inc.</td>
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<td>Arsenal Associates</td>
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<td>Ashland Inc.</td>
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<td>Ashworth Brothers, Inc.</td>
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<td>Associated Brands (Ontario Foods)</td>
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<td>Asten Johnson, Inc.</td>
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<td>Astro Chemicals, Inc.</td>
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<td>Astro Med, Inc.</td>
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<td>Atlantic City Electric Company</td>
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<td>Atlantic Research Corporation (Aerojet)</td>
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</tbody>
</table>

Frontier Chemical - Cashed out Parties as of 3-22-2013
Atlantic Richfield Company and BP Corporation North America Inc.
Atlas Auto Body
Auburn, City of
Auburn Foundry
Avantor Performance Materials, Inc. f/k/a Mallinckrodt Baker, Inc.
f/k/a J.T. Baker, Inc.
Avnet, Inc.
Avon Central School District
Avon Products Incorporated
AVX Corporation / ELCO
Babcock & Wilcox
Baden Steelbar & Bolt Corporation
BAE Systems Controls, Inc. (BAE Systems Platform Solutions)
Baierl Chevrolet, Inc. d/b/a Baierl Chevrolet Honda
Baker Victory High School
Baldwinsville Central School District
Baltimore Aircoll
Baltimore Specialty Steels Corp. (AK Steel)
Bangor Hydro-Electric Company
Barclay and Equipment Oil Company (Okae Equipment Company)
Barnes Group Inc.
Barry Controls
Barton Chevrolet
BASF
BASF Constructions Chemicals, LLC for Master Builders Inc.
BASF Constructions Chemicals, LLC for Thorosystems Products
Basil Oldsmobile, Inc.
Batavia Animal Hospital
Bataville Casket Company, Inc.
Bauer Radiator, Inc.
Bauer Service Company
Bausch & Lomb
Bay State Machine Company
Bayer Healthcare Pharmaceuticals, Inc.
Beacon Industries, Inc.
Bechtelville Asphalt
Becon, Inc.
Becton, Dickinson and Company (BBBL Microbiology Systems)
Becton, Dickinson and Company (Canaan, CT)
Becton, Dickinson and Company (Difco Laboratories)

Bedoukian Research, Inc.
Belmont Shelter Corporation
Bemis Associates, Inc.
Benchmark New York, Inc.
Benlin Distribution Services, Inc.
Bennett Manufacturing Company, Inc.
Bennington College
Bennington Iron Works
Benvenin Containers, Inc.
Bergums Collision and Painting, Inc.
Bernz-O-Matic
Beta Them n/k/a Measurement Specialties, Inc.
Bethel Estates (Renewal Housing Corporation)
Beverage-Air Corporation
Biospherics c/o Sperich Inc.
BioTek Instruments, Inc.
Birds Eye Foods
Bird's Eye Foods, Inc.
Birkin Manufacturing Company
Bissett Chevrolet a/k/a
Ben Bissett Chevrolet Inc.
Blackhawk Machine Products, Inc.
Blaser Swisslube, Inc.
Bloch & Guggenheimer (B&G Foods, Inc.)
Blodgett Company n/k/a Middleby
Blooming Glen Quarry
Blue Grass Chemical Specialties
Blue Hill Country Club
BMP America, Inc.
Bob Hastings Ford Collision, Inc.
Bob Hastings Oldsmobile, Inc.
Bob Hastings Oldsmobile, Inc.
Boces-Northeast Regional Metro Voc
Boehringer Ingelheim Pharmaceuticals, Inc.
Boening Company (McDonnell Douglas)
Bogdan Collision
Bomar Crystal Company
Bombardier Transportation Holdings USA, Inc.

Bonide Products, Inc.
Borden Chemical Inc. (Hexion Specialty Chemicals, Inc.)
Borg Warner Power Electronics
Borough of Belmar
Borough of Edinboro
Boston Scientific Corporation
Botnick/5 Ventures, Inc.
Bovie Screen Process Printing
Bowser Pontiac, Inc.
Bradley Corporation
Breeze Eastern Corporation
Breeze-Eastern
Brighton Central School District
Brilliant National Services, Inc. as indemnitor of Textile Chemical n/k/a Brenntag Northeast, Inc.
Brimfield Precision (Accellent, Inc.)
Brisbane Realty Associates, LLC
Bristol/Babcock Instrument Systems (Emerson Electric Co.)
Bristol-Myers Squibb Company
Brookea Country Club
Brown Shoe Company, Inc.
Brunner's Tavern (3989 Main Street)
Brush Wellman Incorporated
Buckeye Partners, LP
Bucks County Community College
Bucyrus International, Inc.
Buffalo Finishing Works, Inc.
Buffalo Forge Company (Howden Buffalo Inc.)
Buffalo Pumps, Inc.
Buffalo State College (State of New York)
Burdick Toyota
Burlington Free Press (Gannett)
Burns Brothers (Burns Bros Contractors)
Burroughs Corporation n/k/a
Unisys Corporation
Butler Color Press
Butler County Motor n/k/a Butler County Ford
Byrne Dairy, Inc.
C COR ELECTRONICS a/k/a C-COR, Inc. n/k/a ARRIS Group, Inc. (successor)
C R Bard, Inc.
C. Weaver Chevrolet
Caledonia Mumford Central School
Calig Steel Drum (n/k/a North Coast Container Corporation)
North Coast Container Corp.
Cam Tech Industries
Cambridge Filter Corporation
(Cambridge Capital Corporation)
Cambridge Mill Products, Inc.
Camp Dresser & McKee Inc. n/k/a
CDM Smith Inc.
Campbell Soup Company
Canberra Industries, Inc.
Canettia Collision
Canfield & Tack
Canisius High School
Cannon Design
Capital City Press (n/k/a The
Sheridan Press)
Capitol Manufacturing Company
(Harsco Corporation)
Caprara's Auto Body Shop, Inc.
Carey McFall Corporation (n/k/a
Springs Window Fashions LLC)
Cargill, Inc.
Carleton Technologies, Inc.
Carlon Division-Lamson Services
(Thomas & Betts)
Carmen Trucking n/k/a J.A.
Carman Trucking Co., Inc.
Carubba Collision Inc. n/k/a
Carubba Collision Corporation
Cattaraugus-Allegany BOCES
Cayuga Onondaga Boces
CCN International, Inc.
Cecil I Walker Machinery
Company
Cellue Tissu n/k/a Clearwater
Paper
Central Collision
Central Square Central School
Central Vermont Railway (Grand
Trunk Western Railroad)
Centro, Inc.
Century III Chevrolet
CeramTech North America
Corporation (f/k/a Interceram Inc.)
Cerro Metal Products
CH Sprague & Son (Sprague
Energy Corporation)
Chairmasters, Inc.
Chambersburg (PA) Hospital
Champlain College
Champlain Mill Associates
Champlain Oil Company, Inc.
 Chapin Manufacturing Works Inc.
Chase and Sons, Inc. (Chase
Corporation)
Chelsea Drum Company, Inc.
ChemCentral Corporation
Chemical Leaman Tank
Lines, Inc. (Quality
Carriers, Inc.)
Chemlawn Services Corp
Chemtron Corporation
Chemung Ford
Chevron Environmental
Management Company
Chicago Pneumatic Tool
Company
Chicago Rivet & Machine
Company
Chromium Corporation
(GAF Materials
Corporation)
Church & Dwight
Company, Inc.
CITGO Petroleum
Corporation
City of Burlington
City of Canandaigua
City of Dunkirk
City of Erie
City of Hagerstown -
Water Pollution
City of Ithaca
City of Lockport
City of Peekskill, Industrial
Development Agency
City of Rochester
City of Stow
City of Syracuse & School
District of Syracuse
City of Watervliet
City of Winooski
City School District of
Batavia
CJ Winter Machine Works
Inc. (parent company :
Brinkman International
Group, Inc.)
Clark Grave Vault
Clark Reliance
Corporation
Clark-Brant Garage, Inc.
Clarke Checks (n/k/a
Harland Clarke
Corporation)
Classic Automobile
Clifton Park Ambulance
Corps (d/b/a Clifton Park-
Halfmoon Emergency
Corps. Inc.
Closure Systems
International Packaging
Machinery Inc.
CM Laboratories, Inc.
Cobco Realty, Inc.
Coca-Cola Bottling Company
Cognis
Coleco Industries Inc. (n/k/a
Hasbro, Inc.)
Colgate University
Colgate-Palmolive Company
College of New Jersey
Columbia Analytical Services, Inc.
Columbus McKinnon Corporation
Colussy Chevrolet
Combined Properties, Inc.
Compliance Services (Stepan
Company)
Compression Polymers
Conax Technologies (Conax
Corp.)
Conestoga County Club
Conestoga Wood Specialties
Corporation
Connecticut Department of
Transportation
Consarc Corporation
Consolidated Edison Company
Consolidated Rail Corporation
Consolidated Water Conditioning
Constellation Wire
Construction Specialties, Inc.
Consumers Energy Company
Contel of New York, Inc. (Verizon)
Contemporary Ceilings Inc. c/o
Linear Lighting Corporation
Continental Airlines (United
Airlines)
Cooley Corporation
Cooper Industries
Cooper Power Systems (CBE
Services/Cooper Industries)
CooperVision Inc. and UCO
Optics, Inc. (The Cooper
Companies)
Corbin Russwin, Inc.
Cornell Architectural (Forms +
Surfaces, Inc.)
Cornell University, Environmental
Health and Safety
Corning Inc. and Optical Filter
Corporation
Corro Therm, Inc.
Corry Contract, Inc.
County of Dutchess
County of Norfolk
County of Oneida
County of Onondaga
County of Ulster
County of Warren
Courtesy Used Vehicles Sales & Service, Inc.
CPAC, Inc.
CPBOURG, Inc.
CPS Technologies Corporation
Craig Adhesives & Coatings
CRAMCO, Inc.
Cranston Print Works Company
Creative Pultrusions, Inc.
Crosby Company
Crosman Corporation
CSM Machine Products
CSX Transportation, Inc.
CTSFabritech & CTS Fabri-Tek
(CTS Corporation)
Culligan Lincoln Mercury
Cumberland Farms
CUNO Incorporated
Curry Chevrolet d/b/a Curry
Chevrolet Sales & Services, Inc.
Curtiss-Wright Corporation
Custom Alloy Corporation
Custom Industrial Processing, Inc.
Cutting Motors
CW Marsh Company
CWM Chemical Services, Inc.
Cyril-Scott Company
Cyro Industries
D.A. Collins Construction
Company, Inc.
D.A. Stuart Company now a subsidiary of Houghton International Inc.
Daimler Buses North America
Dallas Armotive, Inc.
Dal-Tile Corporation
Daniel Boone High School
Dare Products, Inc.
Darien High School (Darien Public Schools) Town of Darien
Darlington Fabrics Div. The Moore Company
Darworth Co. (Ensign-Bickford Industries, Inc.)
David Clark Company Inc.
Davidson Chevrolet, Inc.
Day Chevrolet, Inc.
Del Rossa Sales & Services
Delmarva Power and Light Company
Delta Electronics
Delta Rubber Company
Delta Sonic Carwash Systems, Inc.
Deluxe Check Printers Inc.
n/k/a Deluxe Corporation
Demakes Company Inc.
n/k/a Demakes Enterprises, Inc.
Derrick Corporation
Design Label Manufacturing Inc.
Despatch Industries Inc.
Diamond Packaging
Diamond Sparkler Manufacturing (B.J. Alan Company Phantom
Fireworks)
Diane Harbert
Diocese of Rochester
Dixie Graphics
Dolomite Products Company, Inc.
Don Allen Chevrolet
Don Davis Auto World
Donsco, Inc.
Downward Hydraulics, Inc.
Doylesstown Hospital
Dr. Pepper Snapple Group
(Cadbury Beverages, Cadbury Schweppes)
DRESSER INDUSTRIES / DII Industries, LLC
(Haliburton)
Dresser Industries
Incorporated n/k/a DII Industries, LLC (incl.
Worthington Compressor)
DRESSER RAND on behalf of DII Industries, LLC
Dri-Air Industries, Inc.
Drivers Village, Inc.
DSM Pharma Chemicals North America, Inc.
DTR Industries, Inc.
Dualite, Inc.
Dubliher Realty (formerly York Capacitor)
Ducan Galvanizing
Duclos Corp. Gladding-Hearn Shipbuilding
Eagle Comtronics, Inc.
Eagle Ottawa LLC (Eagle Ottawa Leather Company)
East Ridge High School
c/o Irondequoit School District
Eastern Maine Medical Center
Eastman Kodak Company (NPEC, Inc.)
Easton Stamping
Eaton Corporation
ECR International
Ed Shults Chevrolet, Inc.
EDCO Products, Inc.
Eggers Industries, Inc.
EGR Products Company
EHW-Weidmann Industries, Inc.
Eire Hard Chrome, Inc.
ELCO Corporation n/k/a AVX Corporation
Eldercare Incorporated
Eldred Corporation
Electric Materials Company
(United Stars, Inc.)
Electrosoil, Inc.
Electromet Corporation
Electronic Navigation Industries
n/k/a MKS Instruments
Electronic Products, Inc.
Elk Run Coal Company, Inc.
Elm Chevrolet Company, Inc.
Elrae Industries, Inc.
EMCO Wheaton USA Inc.
Emerson Electric Company
Emerson Quiet Kool Corporation (Halperin Battaglia Raicht, LLP)
Emporium Specialties Company Inc.
Emsco, Inc.
Emulsitone Company
Endine Incorporated
Energy North
Energy Sciences, Inc.
Energy Service Group (Cameron)
Ensign Bickford Company
Erie Engineered Products, Inc.
Ernie's Auto Repair
Esco, Inc.
Espey Mfg & Electronics Corp.
Estate of Erwin L. Duryea
Ethan Allen Incorporated
Ethox International, Inc.
Ethyl Corporation
Evans Group, Inc.
Eveready Battery Company
Excel Precision, Inc.
Excelo Developments, Inc.
Excelo Textron
Exel, Inc.
Exolon-ESK, Company
Factory Mutual Insurance Company
Fairbank Scales, Inc.
Hamilton's Body Shop
Hampden Engineering Corporation
Handy & Harman (Handy & Harman Electronic Materials Corporation)
Hannon Company
Harbor Place Marine Sales, Inc.
Harbour Industries Incorporated
Har-Con Chrome Company
Hardinge Brothers Incorporated
Hardinge Technology Systems, Inc.
Harold Wood Company, Inc.
Harris Corporation
Harrisburg International Airport
Harry C. Crocker & Sons, Inc.
Harry Miller Corporation
Hartford County, Maryland
Hasbro, Inc.
Hauerford College
Hawk Frame & Axle, Inc.
Hayden Environmental Group, Inc.
Hayward Tyler, Inc.
Hazelett Strip Casting Corporation
Hazleton Area School District
Hazleton St. Joseph Medical Center
Heatbath Corporation
Helveto Pharma n/k/a Datwyler
Pharma Packaging USA Inc.
Henkel Technologies (Henkel Corporation)
Heraeus Cermalloy, Inc. n/k/a
Heraeus Precious Metals North American Conshohocken LLC
Heritage Management (Heritage Estates of Lockport)
Hertz Corporation
Hess Corporation
Heublein Spirits c/o Diageo North America, Inc. (successor)
 Hewlett-Packard Company
Hews Company, LLC
Hi Tech Plating, Inc.
High Liner Foods (USA), Inc.
High Mills Garage
Highland Hospital
Hill Martin Corporation
Hilton Central School
Hi-Tech Steel Treating, Inc.
HNI, Inc. / Gunlocke Company
Corry Hiebert Corporation
Corry Jamestown/Boyers
Holland USA, Inc.
Hollingsworth & Vose Company

Holman Automotive Group, Inc. on behalf of
RMP
Holtz House of Vehicles, Inc.
Homasote Company
Honeywell
Honeywell International Inc. (Allied Signal-Fluorosil Division)
Horseheads Central School District
Hoselton Chrysler, Inc.
Hub Folding Box Co.
Hudson Development Corporation
Huhtamaki Consumer Packaging, Inc.
Huhtamaki Company
HULS AMERICA n/k/a
(Evonik Degussa Corporation)
Hunter Truck Center, Inc.
Hussey Seating Company
Hydro Acoustics, Inc.
ICI Americas, Inc.
(AstraZeneca)
Ide Pontiac Honda, Inc.
Ideal Tap Company, Inc.
II Stanley Company, Inc.
IKEA
Imaging and Sensing Technology Corporation
Imperial Nurseries, Inc.
Indalex, Inc.
Indium Corporation of America
Inductotherm Corporation
Industrial Components Division, Inc.
Industrial Sensor, Inc.
n/k/a Gefran Inc.
Industrial Towel & Uniform
Inertia Dynamics
Inficon, Inc.
Ingersoll Rand Company
Inland Craft Products
InoLux
Insulating Materials, Inc.
(Von Roll)
Insultab, Inc.
Interface Fabric, Inc.
International Flavors & Fragrances, Inc.

International Manufacturing Services, Inc.
International Metal Reclamation Company
International Paint LLC
International Paper Company
INX International Ink Company
Irvin Tissue, Inc.
Iscar Metals, Inc.
Isola Laminate Systems (Isola USA Corp.)
Ithaco Space Systems
ITT Commercial Finance and
Kentucky Carbon
ITT Corporation
ITT Standard Company n/k/a ITT Corporation
ITW Philadelphia Resins
IWG Camden Wire Company
J A McDonald, Inc.
J C. Penney Corporation
J.H. Maxymilian, Inc.
J.L. Morris Company
J.O. Cook, Inc.
Jack McNerney Chevrolet, Inc.
Jack Sullivan Chevrolet, Inc.
Jamestown Electro Plating Works, Inc.
Jefferson County
Jeol USA, Inc.
Jewish Federation of Greater Philadelphia
JHR Biosciences
Jim C. Hamer Company
Jim Lupient Oldsmobile n/k/a
Lupient Buick GMC
Joe Basil Chevrolet, Inc.
Joe Pietryka Incorporated
John C. Heinrich
John Crane North America
John H. Harland Company n/k/a
Harland Clarke Corporation
John Naretto Buick, Inc.
John S. MacNeill, Jr., P.E.
Johns Hopkins University
Johnson & Johnson, and its
subsidiaries, Ethicon, Inc.,
Johnson & Johnson Services Inc.
(as successor to Critikon, Inc.) and
Johnson & Johnson Health Care Systems Inc. (as successor to
Johnson & Johnson Products, Inc.)
Johnson Controls, Inc.
Johnson Matthey, Inc.
Johnson State College
Jones Memorial Hospital
Landmark College, Inc.
Landowner of Royal Ave &
47th Street, Niagara Falls,
NY
Lankenau Hospital
(Lankenau Medical
Center)
Lannett Company
Lenoxess Sybron
Chemicals, Inc.
Lapp Insulators LLC
Laub International, Inc.
Lawnell Farms a/k/a
Lawnels Farms, Inc.
Lawrence Eagle Tribune
(Newspaper Holdings,
Inc.)
LD McCauley, Inc.
(McGard LLC)
LDD Corporation
Leach Company
LeChase Construction
Services, LLC
LeChase Real Estate
Associates
Ledco, Inc.
Lee Hospital
Lehigh Hanson, Inc.
(Hanson Aggregates)
Levliton Manufacturing
Liberty Copper & Wire /
Magnetek, Inc.
Life Industries Corporation
Lighting Services, Inc.
Lightoiler
Limco Airepair, Inc.
Lincoln Electric
Liquid Transport
Corporation
Lite Metals Company
Litet Welding & Cutting
Systems - n/k/a ESAB
Welding & Cutting
Liverpool World Car
Corporation
Lockport City School
District
Lockport Memorial
Hospital
Londonderry School
District
Loos and Company, Inc.
Loram Maintenance of
Way, Inc.
Lord Corporation

Lovejoy Tool Company, Inc.
Lubrizol Corporation
Lyn Contracting Company
Lytron, Inc.
M & R Industries, Inc. (Markin
Dynamic Tubing Solutions)
M A Bruder & Sons, Inc. c/o The
Sherwin-Williams Company as
successor-in-interest by merger.
M R C Bearing (n/k/a SKF USA
Inc.)
M & R Industries Inc.-Markin Tubing
LP
Maaco Franchising, Inc.
Macks Collision Service
Mac-Tac (Bemis)
Magnesium Elektron, Inc.
Magtrol, Inc.
Maguire Ford Lincoln
Maguire Properties, Inc.
Maine Yankee Atomic Power
Company
Malcolm Pinnco, Inc.
Manchester Body Shop
Manchester Marine Corporation
Manitou Construction
Manth-Brownell
Marcellus School District
Marion Central Schools
Marion Company, Inc.
Mark J. Newton and Company
Markel Corporation
Marsellus Casket Company
Marshalls of MA, Inc.
Martin Transport, Inc. as
successor in interest to Mississippi
Chemical Express.
Mary Hitchcock Memorial Hospital
Mary Juba (Deceased)
Masland Industries (Lear
Corporation)
Masonic Medical Research
Laboratory
Massachusetts Bay Transportation
Authority
Massachusetts DPCO
(Commonwealth of
Massachusetts)
Massachusetts Truck Refrigeration
Service
Massena Central School District
Massey Buick, Inc.
Mass-Vac Inc
Masters Machine Company
Mastro Graphics Arts, Inc.
Matheson Division Searle Med Products
Mattel/Fisher Price
Matthews Pontiac
MC Chemical n/k/a M.C. Products Corporation
McAlpin Industries
McCurtain Label Company
McCrackin Ford, Inc.
McKesson Corporation
McLeod Holding Co., Inc. (formerly McLeod Belting Co., Inc. and PAGE BELTING COMPANY a dissolved corporation) and McLeod Belting Co., Inc. (formerly JMA Acquisition Company, Inc.) and Page Belting Company, Inc. (formerly Coen Belting Corporation)
McMinn Oldsmobile, Inc.
McWilliams Forge
Meadville Forging Company
Meadville Plating Company, Inc.
MeadWestvaco Corporation
Medin Metals (n/k/a Medin Corporation)
Medusa Cement Inc. (n/k/a CEMEX)
Meggitt Aircraft Braking Systems
Melanson Company, Inc.
Mele Companies, Inc.
Meller Optics, Inc.
Mentholatum Company
Mercury Aircraft Inc.
Mercury Wire Products, Inc.
Mercy Hospital
Meridian Products
Merrimac Industries, Inc.
Metal Cladding, Inc.
Metal Coatings International, Inc.
Metal Container Corporation
Metal Finishing Technologies, Inc.
Metal Flex Welded Bellows, Inc.
Metal Powder Products
Metal Strip of New England
Metex Technical Products (Metex Mfg Corp)
Metro North Commuter Railroad Company
Meyercord a former subsidiary of Illinois Tool Works Inc.
Michigan State University
Micro Measurements n/k/a Vishay Measurements Group, Inc.
Microbac Laboratories, Inc.
Microtech, Inc.
Microwave Filer Company, Inc.
Mid Valley Oil (Drake Petroleum Company, Inc.)
Midland Color (INX International Ink Company
Mike Barnard
Mike Smith Buick Pontiac
GMC, Inc.
Milacron
Milco Industries, Inc.
Mill Max Manufacturing Corporation
Miller Brewing
Miller Sandblasting & Painting, Inc.
Miller Transporters, Inc.
Miller-Stephenson Chemical Company, Inc.
Millipore-Waters Association
Mine Safety Appliances Company, Inc.
Mintzer Brothers Inc. n/k/a Edward M. and Allen S. Gartner Partnership, LLP
Modern Disposal Services, Inc.
ModuForm, Inc.
Mohawk Fine Papers, Inc.
Mohawk Finishing Products
Mohawk Honda
Molded Fiber Glass Tray Company
Momentum Specialty Chemicals, Inc. (Hexion Specialty Chemicals, Inc.)
Monocoach Corporation
Monroe Community College
Monroe Community Hospital
Monroe Litho (R.R. Donnelley)
Monsanto Company
Montrose High School (Montrose Area School District)
Moog, Inc. on behalf of itself and on behalf of Clifton Precision, KDI Electric-TRC Corp.; Mooney Chemicals/OM Group Inc.
Moore Business Forms, Inc. (RR Donnelley)
Moore Products (Siemens Energy and Automation Inc.)
Morgan Advanced Materials & Technologies, Inc. f/k/a Pure Carbon Company (Morganite Industries Inc.)
Morgan Corporation
Morgan Electro Ceramics
Morgan Services Inc.
Morganite Industries Inc.
Morris Ford, Inc. d/b/a Morris Ford-Mercury, Inc.
Morrisville Motors
Morton International (n/k/a Morton Thiokol)
Morton Thiokol (Rohm and Haas Company)
Moses Taylor Hospital
Motorola Solutions, Inc.
MRC Bearings (SKF USA, Inc.)
Mt. Mansfield Union School District
MTD Products d/b/a Midwest Industries
Muller Martini Corporation
Murdock Webbing Co., Inc.
Murray Corporation
Museum of Fine Arts, Boston
Muskegon Piston Ring Company
N.C. Industries, Inc.
Nalge Nunc International (Thermo Fisher Scientific)
Nasco Automotive Machine, Inc.
Nashua Corp. (Canveo)
National Audubon Society, Inc.
National Bank and Trust Co
National Fuel Gas Distribution Corporation
NATIONAL GRID (incl. Niagara Mohawk Power Corp.; NRG Oswego Harbour Power; & Nine Mile Point Nuclear Power Station)
National Offset Supply Printing
National Railroad Passenger Corporation (Amtrak)
National School Bus Service
National Semiconductor Corporation
National Starch and Chemical Corporation (Henkel Corporation)
Nationwide Circuits, Inc.
Natures Bounty Inc (NBTY)
Naugatuck Glass Company
Nautel Maine, Inc.
NCI Building Systems

Frontier Chemical – Cashout Parties
as of 3-22-2013
8 of 14
NCR Corporation  
Neptco  
Nesbitt Memorial Hospital  
Nestle Purina PetCare Company  
Nestle USA, Inc.  
New Brunswick Plating  
New England Country Silver  
New England Newspaper Supply Company, Inc.  
New Hampshire Ball Bearings  
New Holland Custom Woodwork, Ltd.  
New Method Plating Company, Inc.  
New Penn Motor Express, Inc.  
New Standard Corporation  
New York State Education Department  
New York State Office of Parks  
New York State Thruway Authority  
New York Susquehanna Western Trail (Delaware Otsego Corp)  
Newark Central School District  
Newcomb Motors, Inc.  
Newcut, Inc.  
Newfane Central School District  
Newhouse Broadcasting Corporation  
Newport Rochester, Inc.  
Nexans, Inc. (Berk-Tek)  
Niagara Falls Water Board  
Niagara Frontier Food Terminal, Inc.  
Niagara Frontier Transportation Authority  
Niagara Transformer Group  
Niagara Wheatfield Central School District  
Niagara Fiberglass, Inc.  
Nick's Garage, Inc.  
NL INDUSTRIES, INC.; Kronos (US), Inc.; Kronos Worldwide, Inc.; and Rheox International, Inc.  
NMTC, Inc.  
Ncraramapac Industries, Inc.  
Norfolk Southern Railway Company  
North American Hoganas, Inc.  
North Coast Container Corporation  
North County Imports, Inc.  
North Greece Fire District  
North Jersey District Water Supply Commission  
North Penn Community Health Foundation  
North Shore Laboratories Corporation  
North Shore University Hospital f/k/a North Shore  
Hospital n/k/a North Shore  
Long Island Jewish Health Systems  
North Syracuse Central Schools  
Northeast Collision II  
Northeast Machine & Motor Supply, Inc.  
Northeast Utilities, including Northeast Utilities Service Company; Connecticut Yankee  
Atomic Power Company; The Connecticut Light and Power Company; Western Massachusetts Electric Company; Public Service Company of New Hampshire; and NSTAR Electric Company.  
Northland Refrigeration Company  
Northrop Grumman  
Northwest Airlines, Inc.  
Northwest Medical Center  
Norwich University  
Noteworthy Company  
Noxell Corporation  
Nu-Look Collision, Inc.  
Nyco Minerals, Inc.  
NYES JAP ENERGY LAC INC. c/o Pace Industries LLC on behalf of Leggett and Platt  
NYSEG/ RG&E (Rochester Gas & Electric)  
O & S Research, Inc.  
O.W. Hubbell & Sons Inc.  
Oak Mistui Inc.  
Oakmont Country Club  
Oatey Company  
Ocker & Trapp, Inc.  
O'Connor Constructors  
Ogden Newspapers of New York, Inc.  
Ohio Brass Division of Hubbell Power Systems, Inc.  
Ohio Fabricators Company  
Onkite Company  
O'Leary Paint  
Oliva Construction Company  
OMNOVA Solutions, Inc.  
O-N Minerals Company  
Oneida County  
Oneida Lake Petroleum Corporation  
Ontario Foods (n/k/a Associated Brands)  
Ontario Knife Company  
Opomat Company, Inc.  
Optometrics Corporation  
Orange and Rockland Utilities, Inc.  
Orion Bus Industries Inc. (n/k/a DaimlerChrysler Commercial Buses North America)  
OSM Corporation  
Oswego County  
Oswego County BOCES  
Otis Elevator Company  
Outokumpu American Brass (f/k/a Luvata Buffalo) n/k/a Aurubis Buffalo, Inc.  
Overlook Hospital  
OW Hubbell  
Owens Corning  
Owens-Illinois, Inc.  
P.C.I. Paper Conversions, Inc.  
P.D. Circuits, Inc.  
P.J. Wallbank Springs, Inc.  
Package Pavement Company, Inc.  
Paco Pharmaceutical Services, Inc. (West)  
Pactiv Corporation  
Pak2000, Inc.  
Pall Trinity Micro Corporation (Pall Corporation)  
Palmerton Area School District  
Pan Technology, Inc.  
Pannier Corporation  
Pappas Management Corporation  
Par-K Enterprises, Inc.  
Parker Hannifin Corporation  
Parker Precision Products Company  
Pass and Seymour, Inc.  
Passaic Engraving Company, Inc.  
Patterson-Kelley Company  
Pawling Corporation  
PBM Nutritional, LLC  
PCC Airfoils, LLC  
PCO Terminal Facility  
Peabody International (Tenneco Automotive)  
Peebkskill City School District  
Peko Precision Products  
Pemberton Fabricators
Rochester Overnight Plating, LLC
Rochester Telephone n/k/a
Frontier Communications
Rochester, City of (G.B. of New York, Inc.)
Rochester-Genesee Regional Transportation Authority
Rocky Brands - Endicott Johnson
Rohrich Cadillac Toyota
Rome Sentinel Company
Ronny's Body Shop
Ronson Aviation, Inc.
Roscoe Jordan
Ross Engineering Company
Rotadyme/Polycaster Technologies
Rothetc Engraving Corp. a/k/a
Roth Tec Engraving Corp.
Rotork Controls, Inc.
Roy Bros, Inc.
RSR Group Inc., as successor in interest to RSR WHOLESALE GUNS INC.
Rutgers Organics Corporation on behalf of Rutgers Nease Chemical Company
Ryder Truck Rental
Ryder's Cove Boatyard
Rye Playland Park (Westchester County, NY)
S.B. Collins, Inc.
S.E.B.P. & T. Realty Corporation
Sabin Metal Corporation
Sacred Heart Hospital
Saint Bonaventure University
Saint Clares Hospital a/k/a St. Clare's Hospital
Saint Mary Manufacturing Corp. c/o Ascension Industries, Inc.
Saint Mary's Medical Center
Saint Michael's College
Salt Painting, Inc.
Salvation Army
Sancap Abrasives, Inc. (SIA Abrasives, Inc. USA)
Sanders Associates n/k/a BAE Systems Information and Electronic Systems Integration Inc.
Sandvik Materials Technology a/k/a Sandvik Steel Company
Saputo Cheese USA, Inc.
Saranac Central School District
Sauk Valley Equipment n/k/a The IFH Group, Inc.
SC Johnson
Scharl Industries, Inc. (Illinois Tool Works)
Schenectady Chemicals, Inc. a/k/a SI Group, Inc.
Schenectady Materials and Process Lab n/k/a
M&P Labs
Schindler Elevator Corporation
Schlegel Corporation (n/k/a Henegess Automotive)
Schneider National Carriers, Inc.
Scholler, Inc.
Schott North America, Inc.
Schramm, Inc.
Scientific Polymer Products, Inc.
Scott Ford, Inc.
Scott Paper Company
Scottsville Village of Scranton Sewer Authority
Sea Gull Lighting Products, L.L.C.
Sears Roebuck and Company
Sebago (Daniel J. Wellehan, Jr.)
SECO/WARWICK Corporation
Select-Tron Industries, Inc.
Seneca Foods Corporation
Seneca Platers, Inc.
Seneca Printing & Label (WS Packaging Group, Inc.)
Sevenson Environmental Services, Inc.
Severstal Wheeling, Inc.
Sherburne Museum, Inc.
Sherburne Shipyards
Shell Station (Equilon Enterprises, LLC)
Sheltered Workshop for the Disabled, Inc.
Sheppard "N" Enoch Pratt Sherwin-Williams Shippers Holding Corporation Shoppingtown Mall, LLC Shoreline Apartments Siemens Energy & Automation, Inc.
Siemens Industry, Inc., Water Technologies Business Unit (successor in interest to Continental Penfield Corporation).
Sifco Selective Plating
Sigmond Cohn Corp.
Signature Flight Support Corporation (BBA Aviation Shared Services)
SIHI Pumps, Inc.
Sika Corporation
Silgan Containers LLC
Silver King Refrigeration
SMD Metal Fabrication
Smith & Nephew, Inc.
Smith Meter, Inc. (FMC Technologies)
Snyder's Garage a/k/a Bill Snyder's Garage
Solkatekonic Chemical Solvents Recovery Service Sorrento Cheese (Lactalis American Group, Inc.) Sound Construction and Engineering South Boulevard Properties South Windsor Public Schools Southeast Morris County Municipal Utilities Authority Southern States Spencer Cooperative, Inc.
Southland Corporation (7 Eleven, Inc.) Specialized Plating, Inc.
Specialty Manufacturing, Inc.
Specialty Metal Products Company Specialty Packing Products (Rexam, Inc.) Spectrum Control, Inc.
Springborn Laboratories (Specialized Technology Resources, Inc.) Springfield Township School District SPX CORPORATION for itself and on behalf of Lightnin Mixers; Lightnin; GCA Tropel; Kayes; Alstron and General Signal/New York Air Brake St. Agnes Hospital St. John Fisher College St. Joseph Medical Center St. Joseph's Cemetery

Frontier Chemical – Cashed out Parties as of 3-22-2013
<table>
<thead>
<tr>
<th>Company Name</th>
<th>Address/Location</th>
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</thead>
<tbody>
<tr>
<td>St. Luke's Hospital of Bethlehem, PA d/b/a St. Luke's Hospital &amp; Health Network (for and on behalf of its predecessor entity, ALLENTOWN OSTEOPATHIC MEDICAL CENTER) and St. Luke's Quakertown Hospital (for and on behalf of its predecessor entity, QUAKERTOWN COMMUNITY HOSPITAL)</td>
<td>Stahl (USA) Inc.</td>
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<td>Stanadyne Corporation (Moen)</td>
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<td>Standard Register Company</td>
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<td>Stanley Tools (Stanley Black and Decker)</td>
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<td>Star Bronze Company, Inc.</td>
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<td>Star Iron Works, Inc.</td>
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<td>Starks Associates, Inc.</td>
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<td>Starpoint Central School</td>
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<td>State of Connecticut/Dept. of Energy &amp; Environmental Protection</td>
<td>State of New Jersey (Dept. of Env. Protection)</td>
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<td>State of Pennsylvania</td>
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<td>State of Vermont, Dept of</td>
<td>State of New Jersey (Dept. of Env. Protection)</td>
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<td>Environmental Conservation</td>
<td>State of New Jersey (Dept. of Env. Protection)</td>
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<td>Stepans Company</td>
<td>State of Pennsylvania</td>
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<td>Stephens Memorial Hospital</td>
<td>State of Vermont, Dept of Environmental Conservation</td>
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<td>Sterling Somer, Inc.</td>
<td>Stebbins Engineering and Manufacturing Company</td>
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<td>Stone Construction Equipment, Inc.</td>
<td>Steinprufer Corporation</td>
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<td>Stinner</td>
<td>Strathmore Products, Inc.</td>
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<td>Stratton Corporation (Intrawest Shared Services, Inc.)</td>
<td>Stroehmann Bakeries, LC</td>
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<td>Strippit Incorporated</td>
<td>Strong National Museum of Play</td>
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<td>Struktrol Company of America</td>
<td>Strong National Museum of Play</td>
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<td>Subcon Industries (Cattaraugus County ARC)</td>
<td>Subcon Industries (Cattaraugus County ARC)</td>
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<td>Suit Kote Corporation</td>
<td>Subcon Industries (Cattaraugus County ARC)</td>
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<td>Sullivan Industries</td>
<td>Sun Chemical Corporation on behalf of Lomac Inc.</td>
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<td>Sunoco Atlantic Refining (Sunoco, Inc.)</td>
<td>Sunoco Atlantic Refining (Sunoco, Inc.)</td>
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<td>Suny Brockport</td>
<td>Superplastic Technologies International</td>
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<td>Suny Canton</td>
<td>Superior Plating Company</td>
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<td>Suny Geneseo (The Geneseo Foundation)</td>
<td>The New Monroeville Chrysler Plymouth, Inc. (Monroeville Chrysler-Jeep)</td>
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<td>Suny Oneonta Bio Field Station</td>
<td>The News Times, a Unit of Hearst Communications, Inc.</td>
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<td>Suny Oswego</td>
<td>The Nyleve Company</td>
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<td>The Offset House, Inc.</td>
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<td>The Washington Post</td>
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<td>The Yankee Corporation</td>
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<td>Thermoclad Company</td>
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<td>Thomas &amp; Betts Corporation (Reznor)</td>
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<td>Thomas Erie, Inc.</td>
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<td>Three Dimensional Corp. (Three Dimensional Graphics Corp.)</td>
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<td>Tighe and Bond Consulting Engineers</td>
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<td>Tioga County Department of Public Works</td>
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<td>Titanium Finishing Company</td>
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<td>Titleist Golf Division (Acushnet Company)</td>
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<td>Tivoli Inc.</td>
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<td>Todco (Overhead Door Corporation)</td>
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<td>Tom Martin</td>
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<td>Tonawanda Tank Transport</td>
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<td>Topper Pontiac Buick</td>
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<td>Tops Markets, Inc.</td>
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<td>Torrington Company (IR Shared Services)</td>
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<td>Town of Amherst</td>
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<td>Town of Cheektowaga</td>
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<td>Town of Essex, Vermont</td>
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<td>Town of Hartford, Vermont</td>
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<td>Town of Littleton - Electric Light Dept. (Town of Littleton)</td>
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<td>Town of Mansfield</td>
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<td>Town of Middlebury</td>
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<td>Town of North Stonington</td>
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<td>Town of Sciopic, New York</td>
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<td>Town of St. Albans</td>
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<td>Town of Wheatland</td>
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<td>Township of Lawrence</td>
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<td>Trane U.S. Inc.</td>
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<td>Transit Towne Dodge of Greece</td>
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<td>(Doan Dodge Chrysler Jeep)</td>
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<td>Tremco, Inc.</td>
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<td>Trion Industries, Inc.</td>
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<td>Troy-Onic, Inc.</td>
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<td>Tru Weld Grating n/k/a Fisher &amp; Ludlow Inc.</td>
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</tbody>
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| Company Name | Company Name | Company Name
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<tbody>
<tr>
<td>Truck-Lite Company, Inc.</td>
<td>Truly Magic Products (TMP Technologies, Inc.)</td>
<td>Tufts University</td>
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<tr>
<td>Tusco Manufacturing Company</td>
<td>Twin Lake Chemical, Inc.</td>
<td>authorized by F. Jakes</td>
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<tr>
<td>Twin State Truck Service, Inc.</td>
<td>Twinfield Union School District</td>
<td>Tyco Electronics (formerly AMP Inc)</td>
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<tr>
<td>Tyco Engineered Systems, Inc.</td>
<td>(Tyco Electronics Corporation)</td>
<td>Tyco Healthcare Group LP d/b/a Covidien</td>
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<td>U S Salt LLC</td>
<td>U S Steel Corporation</td>
<td>UGI Utilities, Inc. (formerly UGI Corporation)</td>
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<tr>
<td>U-Haul International Inc.</td>
<td>Ulano Corporation</td>
<td>Ultralife Batteries</td>
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<td>Underwriters Laboratories Inc.</td>
<td>Unifirst Corporation</td>
<td>Unifrax Corporation</td>
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<td>Unilock, Inc.</td>
<td>Union Bookbinding Company, Inc.</td>
<td>Union Carbide Corporation (Dow)</td>
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<td>Union Memorial Hospital</td>
<td>Union Switch &amp; Signal Div. / American Standard, Inc. a/k/a</td>
<td>Trane U.S. Inc</td>
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<td>Union Switch &amp; Signal</td>
<td>UHaul International Inc.</td>
<td>Unitank (Kinder Morgan)</td>
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<td>United Airlines</td>
<td>United Auto Sales of Utica, Inc.</td>
<td>United Foam (UFP Technologies, Inc.)</td>
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<td>United Paint and Chemical Corporation</td>
<td>United Parcel Service, Inc.</td>
<td>United Refining</td>
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<td>United States Steel Corporation</td>
<td>Universal Cooperatives, Inc.</td>
<td>University of Charleston</td>
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<td>University of Pennsylvania</td>
<td>University of Rochester</td>
<td>University of Scranton</td>
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<td>University of Tennessee</td>
<td>University of Toledo (Medical College of Ohio)</td>
<td>University of Vermont - Mary Dewey</td>
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<td>University of Vermont - Mary Dewey</td>
<td>Unum Life Insurance Company of America</td>
<td>Upstate Roofing &amp; Painting, Inc.</td>
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<td>Urick Foundry (Emerson Electric Co.</td>
<td>US Mineral Wool Products</td>
<td>(Isoltek International)</td>
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<tr>
<td>Vail Ballou Press, Inc.</td>
<td>Valk Manufacturing Company</td>
<td>Valley Buick</td>
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<td>Valley Woodcraft</td>
<td>Valspar Corporation</td>
<td>VanBrunt Motors, Inc.</td>
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<td>Vance Metal Fabricators, Inc.</td>
<td>Vandemark Chemical, Inc.</td>
<td>Velan Valve Corporation</td>
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<td>Velcro USA, Inc.</td>
<td>Velcro USA, Inc.</td>
<td>Velco, Inc. Engine Cooling</td>
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<td>Vernaline Products, Inc.</td>
<td>n/k/a Cool Options, Inc.</td>
<td>(Cool Polymers, Inc.)</td>
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<td>Venable Trust - Commerce Bank Trust Dept (Huntington National Bank)</td>
<td>Ventura's Collision, Inc.</td>
<td>Verham News</td>
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<td>Vermont Department of Corrections</td>
<td>Vermont Dept of Public Safety</td>
<td>Vermont Electric Power Company, Inc.</td>
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<td>Vermont Flexible Tubing Company, Inc.</td>
<td>Vermont Gas Systems, Inc.</td>
<td>Vermont Heating &amp; Ventilating (AMC)</td>
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<td>Vermont Tap and Die Company (Robert Bosch Tool Corporation)</td>
<td>Vermont Technical College</td>
<td>Vermont Transit</td>
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<td>Vesuvius USA Corporation</td>
<td>VF Outlet, Inc.</td>
<td>ViaTron Corporation</td>
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<td>Victaulic Company of America</td>
<td>Webster Village of</td>
<td>Victor Central School District</td>
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<td>Victor Insulators, Inc.</td>
<td>Viking Yacht Company</td>
<td>Viking-Bives as Bives Corp. d/b/a</td>
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<td>Viking-Cives USA</td>
<td>Village of Albion</td>
<td>Village of Brockport</td>
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<td>Village of Essex Junction</td>
<td>Village of Liverpool</td>
<td>Village of Lowville</td>
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<td>Village of Solvay</td>
<td>Village of Westfield</td>
<td>Village of Williamsville</td>
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<td>Vincent Volkswagen (Phalanx Holdings, Inc.)</td>
<td>VISA Lighting/Lamanaca (an Oldenburg Group Company)</td>
<td>Vishay Thin Film, Inc.</td>
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<td>Vocational Region 4</td>
<td>Voltronics</td>
<td>Volvo Group North America, Inc.</td>
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<td>Volvo Group North America, Inc.</td>
<td>Voss Manufacturing, Inc.</td>
<td>Vulcan International Corporation</td>
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<td>Walker Brothers Buick Chevrolet</td>
<td>Walker Realty Company</td>
<td>Wall Street Investments</td>
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<td>Wallenpaupack Area School District</td>
<td>Warex Terminals (formerly Aries Automotive)</td>
<td>Warren Oil Company</td>
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<td>Warren, Town of</td>
<td>Warsaw Central School District</td>
<td>Wasco, LLC</td>
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<td>Waterbury Buckle (Illinois Tool Works, Inc.)</td>
<td>Wayne Central School District</td>
<td>Wayne County, New York</td>
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<td>Wayne Disposal, Inc.</td>
<td>WCA Hospital</td>
<td>Webasto Roof Systems, Inc.</td>
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<tr>
<td>Webbco Chemical Corporation</td>
<td>WECO Industries, and Van Huffel (WEBCO Industries, Inc.)</td>
<td>Webster Village of</td>
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</table>
Wedekens Pontiac
Well Corporation
Welch Allyn Inc.
Wengers Farm Machinery, Inc.
Wentworth Institute of Technology
West Central Environmental Corporation
West Valley Nuclear Services Company (WNSCO)
Westfall Park Associates, LLC
Westfield High School c/o City of Westfield
Westinghouse Air Brake / American Standard, Inc. a/k/a
Trane U.S. Inc.
Weyerhaeuser Company
Whirley Industries, Inc.
Whitesboro Central School District
Whitesboro Frame & Body, Inc.

Whiting Door Manufacturing Corp.
Whikoff Color Corporation
Wilair, Inc. (Genesee Management Inc.)
Wilbrecht Electronics, Inc. (Elec-Pac)
William H. Prentice, Inc.
Williams Advanced Materials, Inc.
Wilson College
Wilson Sporting Goods
Winnipeg Country Club
Windsor Minerals
Winfield Industries, Inc.
Wire-Pro, Inc.
Woltz & Wind Ford
Woodington Systems, Inc.
Woodstream Corporation

WHCS Hospital
X-Cel Optical Company
Xerxes Corporation
Yawga Energy Products, LLC
Yellow Transportation, Inc.
York Ford
York House of Pizza
York Rakes
Zeneca Services (AstraZeneca)
Zeus Scientific
Zippo Manufacturing Company
Zitek Corporation
Zuber Farms LLC
Zurenda Enterprise Inc.
Zurn Industries, Inc.