



State of Ohio Environmental Protection Agency

Southwest District

401 East Fifth Street  
Dayton, OH 45402-2911

TELE: (937)285-6357  
FAX: (937)285-6249  
www.epa.state.oh.us

Bob Taft, Governor  
Bruce Johnson, Lt. Governor  
Joseph P. Koncelik, Director

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Information Specialist (For File Reviews and Public Outreach)  
Sally Brown / 937-285-6025 / sally.brown@epa.state.oh.us

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
APPENDIX 2

CHEM-DYNE SITE TRUST FUND

Dated:

\_\_\_\_\_, 1985

NEXT 6  
 pages a  
 4' x 6' chart

ACTIVITY	M	A	M
A. <u>CONSENT ORDER AND REMEDIAL ACTION PLAN</u> i) File with Federal District Court ii) Approval by Court			
B. <u>ENGINEERING</u>  i) Soil Removal and Disposal a) Design b) Approval  ii) Well Specification, Extraction/Injection Piping, Preliminary Grading Plan, Demolition, Utility Rehabilitation a) Design b) Approval  iii) Groundwater Treatment System a) Treatability Study b) Preliminary Design c) Final Design d) Approval  iv) Final Grading Plan, Cap, Storm Water Management, Extraction/Injection Wells a) Design b) Approval  v) Monitoring Plan			





1987

J

F

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A

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1987						
J	F	M	A	M	J	J

- iii) Monthly Progress Reports
- iv) Annual Monitoring Reports

D. CONSTRUCTION ACTIVITIES

1. WASTE REMOVAL AND DISPOSAL

- i) Soils
- ii) Demolition Debris

2. GROUNDWATER EXTRACTION/INJECTION

- i) Plume Definition Wells
- ii) Extraction/Injection Wells
  - a) On-Site
  - b) Off-Site
- iii) Collection/Injection Piping
  - a) On-Site
  - b) Off-Site

3. UTILITIES

- i) Rehabilitate/Abandon Services
- ii) Maintain Services/Rehabilitate Hydroelectric Facility
- iii) Storm Sewer Installation

4. DEMOLITION

5. EARTHWORKS

- i) Preliminary Site Base Grading and Contouring
- ii) Final Site Base Grading and Contouring
- iii) Clay
- iv) Sand and HDPE Liner
- v) Final Cover
- vi) Seed and Mulch

6. GROUNDWATER TREATMENT

- i) Treatment Plant
- ii) Effluent Forcemain
- iii) System Start-up

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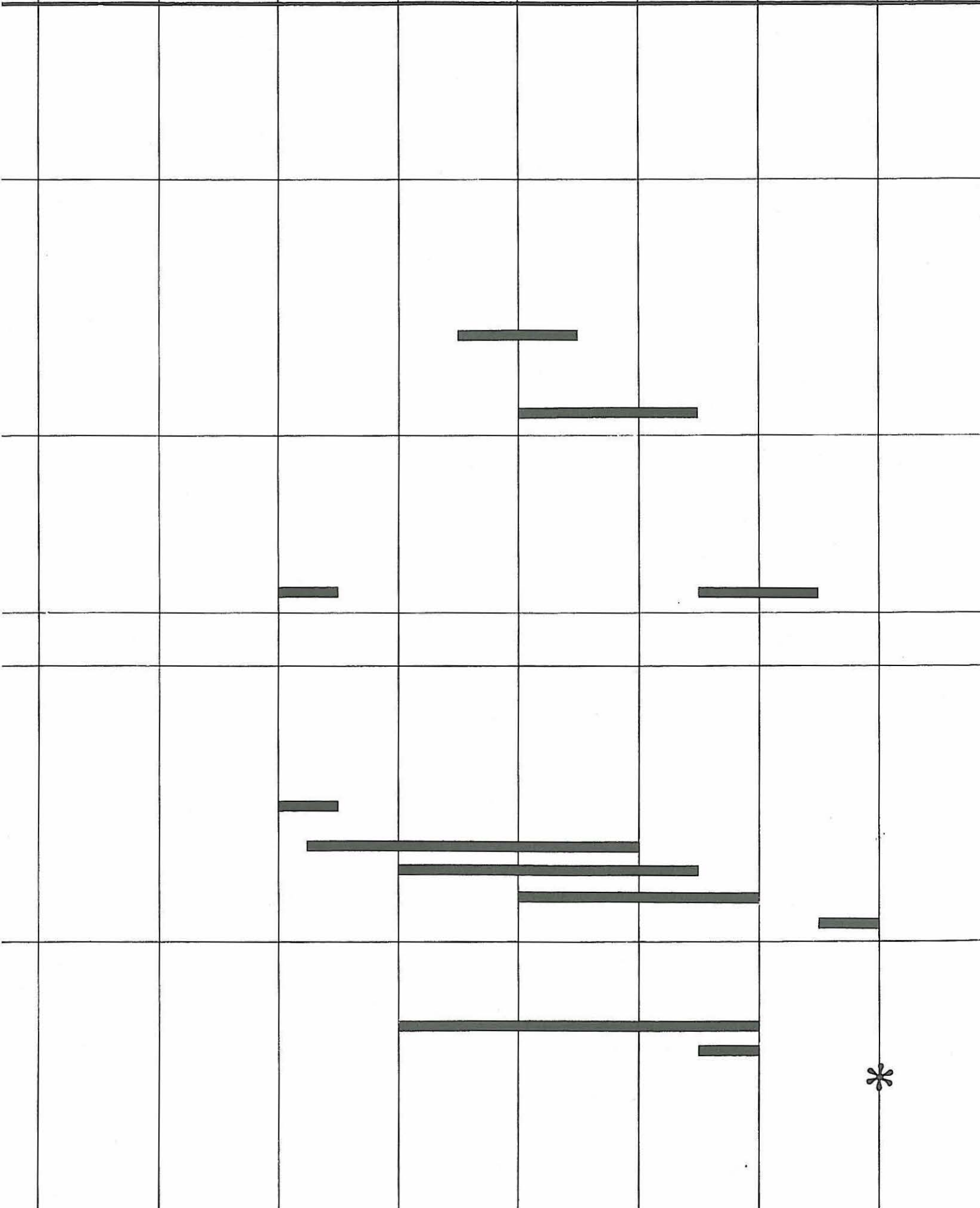
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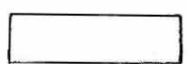
LEGEND



ONE TIME EVENT



PROJECT PROGRESS REPORT



COMPLETED ACTIVITY



ENGINEERING DESIGN



APPROVAL



REPORTING AND MONITORING



CONSTRUCTION ACTIVITIES

figure 28

PROJECT SCHEDULE  
SETTLING DEFENDANTS  
REMEDIAL ACTION PLAN  
*Chem - Dyne Site*

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TRUST AGREEMENT

AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1985, by and between \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, (hereinafter called the "Settlors"), and \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter, together with any successors in office, called the "Trustees").

The Settlers hereby deliver to the Trustees and the Trustees hereby acknowledge receipt of the funds in the amounts listed in Schedule A, annexed hereto, and by this reference made a part hereof;

TO HAVE AND TO HOLD said funds and such additional funds as may from time to time be added thereto as provided herein, together with the proceeds and reinvestments thereof (hereinafter collectively called the "Trust Fund"), unto the Trustees;

IN TRUST NEVERTHELESS, for the uses and purposes and upon the terms and conditions hereinafter set forth:

FIRST: PURPOSE, NAME, AND ADDITIONAL SETTLORS

1.01: TRUST FUND PURPOSE. The purpose of this Trust is to provide funds for property and services necessary to satisfy the obligations of Settlers under the Consent Decree which will be lodged on or about June 13, 1985, in United States of America v. Chem-Dyne Corporation, et al., Civil Action No. C-1-82-840 (S.D. Ohio, Western Division) and State of Ohio v. Rohm & Haas Company, et al., Civil Action No. C-1-82-962 (S.D. Ohio, Western Division) (hereinafter referred to as "Consent Decree"), to make payments to the United States and the State of Ohio as provided in Section 2.01 below, and to carry out on behalf of the Settling Defendants, as that term is defined in the Consent Decree, all of the Settling Defendants' obligations under the Consent Decree. To fulfill this purpose, the Trustees will thoroughly familiarize themselves with the terms of the Consent Decree and will take all actions necessary to ensure that the Consent Decree is fully-effectuated. Trustees may take actions prior to the entry of the Consent Decree to acquire necessary permits and to facilitate the economical performance of any obligations under the Consent Decree.

1.02: ADDITIONAL SETTLORS. The Settlers are Settling Defendants, as that term is used in the Consent Decree. Additional companies which are also Settling Defendants will contribute (by certified check or wire transfer) funds to this Trust in accordance with the Consent Decree within thirty (30) days of the entry of the Consent Decree, and shall also execute a Chem-Dyne Site Trust Fund Contribution Form and deliver it to the Trustees within that thirty (30) day period. When a company has both contributed funds and executed and delivered a Contribution Form, such company will become a Settlor of this Trust and be bound by its terms. At the end of the thirty (30) day period from entry of the Consent Decree, the Trustees will prepare a Schedule A-1 listing all Settlers of this Trust and the amount of contributions of each, and each Settlor's percentage share of the portion of trust assets contributed by all Settlers, and the Trustees will mail a copy of same to each Settlor.

1.03: NAME OF TRUST. The funds received by the Trustees from the Settlers together with the proceeds and reinvestments thereof shall be known as the Chem-Dyne Site Trust Fund.

SECOND: DISPOSITIVE PROVISIONS. The Trustees shall manage, invest and reinvest and distribute the Trust Fund as follows:

2.01: PAYMENT OF PRINCIPAL TO GOVERNMENTS. Trustees shall make the following payments as required by the Consent Decree:

(a) To the United States Environmental Protection Agency the sum of Four Million Dollars (\$4,000,000), less amounts paid directly to the U.S. EPA from an escrow account comprised of funds contributed by companies eligible under Article XIV of the Consent Decree, on or before forty-five (45) days from the date of entry of the Consent Decree. The payment to the United States Environmental Protection Agency under this section shall be by check issued by the Trustees, made payable to "EPA Hazardous Substance Response Trust Fund", and shall be sent by certified mail return receipt requested, to U.S. EPA, Superfund, P.O. Box 371003M, Pittsburgh, Pennsylvania 15251.

(b) To the State of Ohio the following sums: One Million Dollars (\$1,000,000) on or before forty (40) days from the date of entry of the Consent Decree; One Million Dollars (\$1,000,000) on or before December 31, 1986; and One Million Four Hundred Thirty Thousand Dollars (\$1,430,000) on or before December 31, 1987. Payments to the State of Ohio under this section shall be by check issued by the Trustees, made payable to "Ohio Attorney General", and shall be sent by certified mail return receipt requested, to Attorney General, State of Ohio, Attention: Chem-Dyne Coordinator, 30 Broad Street, 17th Floor, Columbus, Ohio 43215.

2.02: PAYMENT OF INCOME AND PRINCIPAL. During the term of this Trust the Trustees shall use so much or all of the income and/or principal of the Trust Fund (income to be used first) as the Trustees shall deem necessary or advisable for the cleanup of the soil and groundwater at the Chem-Dyne Site and to carry out all of the other obligations of the Settlers under and in accordance with the terms of the Consent Decree.

2.03: ADDITIONS TO TRUST ESTATE. The Settlers retain an unlimited obligation to ensure that the Trust has sufficient assets to complete the work required under the Consent Decree. The Trustees shall make demand in writing upon the Settlers for additional contributions to this Trust in amounts determined by the Trustees as necessary, consistent with Section IV(A)(3) of the Consent Decree, to keep this Trust in effect to satisfy the purpose of this Trust as set forth in Section 1.01. When such calls for additional payments are made, each Settlor's contribution shall be in proportion



to its contribution to the total amount of contributions to the Trust by all Settlers as specified in Column three of Appendix 3 to the Consent Decree. The Settlers agree by their execution of this Agreement and the Contribution Form to satisfy all such future calls upon them for contribution to the Trust Fund within thirty (30) days of receipt of such written demand.

2.04: NO TRANSFERABILITY OF INTEREST IN THE TRUST. The interest of the Settlers in the Trust, and their obligation to provide funds under Section 2.03, is not transferable, except to a successor corporation or corporations.

2.05: TIME OF TERMINATION OF TRUST. This Trust shall terminate upon termination of the Consent Decree. Notwithstanding any other provision of this Trust Agreement, this Trust shall terminate, if it has not otherwise terminated, twenty-one (21) years after the date of death of the last to survive of the original Trustees of this Trust and of the officers, as specified in the articles of incorporation, of those companies listed in Section 3.01.

2.06: DISTRIBUTION OF TRUST FUND UPON TERMINATION. Upon termination of this Trust, the Trustees shall liquidate the assets of the Trust and thereupon distribute the entire remaining Trust Fund, including all accrued, accumulated and undistributed net income, to the Settlers in proportion to their respective contributions to the Trust Fund during the term of the Trust. If any Settlor, or its successor, cannot be located within thirty (30) days after the termination date after diligent effort, its share of the Trust shall be deemed to be waived, and the Trustees shall distribute that share to any tax-exempt organization established under Section 501(c) of the Internal Revenue Code whose purpose is related to environmental protection. If such an organization does not exist, the Trustees, in their sole discretion, shall donate the funds to an appropriate charitable organization.

2.07: ALTERATIONS, AMENDMENTS AND REVOCATION. A majority of the Settlers may, from time to time and at any time during the term of this Trust alter, amend or revoke this Agreement, in whole or in part, in which event notice of such actions shall be given to Settlers as provided in Section 5.04; provided, however, that the Trustees must at all times prior to the termination date as referenced in Section 2.05 have all powers or make all provision necessary to effectuate the terms of the Consent Decree, subject to Section 2.08.

2.08: CONTROL BY SETTLERS. A majority of the Settlers may at any time direct the Trustees in writing to take any action or to refrain from taking any action, provided that such direction does not conflict with the Settlers' obligations under the Consent Decree. This provision is not

intended to alter in any way other provisions of this Agreement which confer authority upon the Trustees to manage the Trust.

2.09: NO AUTHORITY TO CONDUCT BUSINESS. The purpose of this Trust is limited to the matters set forth in section 1.01 above. This Agreement shall not be construed to confer upon the Trustees any authority to conduct business. The object of this Trust is limited to the matters set forth in Section 1.01 above, specifically, and there is no objective to carry on any business or divide the gains therefrom.



Any Trustee may be removed with or without cause by the agreement of a majority of the Settlers. A majority of the Settlers may also, with or without cause, replace an appointing Settlor, and, in such event, the employee, agent or designee of that appointing Settlor immediately shall cease to be a Trustee. In either event, a new appointing Settlor or Trustee shall be selected in the same manner as if the appointing Settlor had withdrawn or replaced a Trustee.

In the event that an appointing Settlor shall (i) become insolvent or admit in writing its insolvency, (ii) be unable or admit in writing its inability to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) have an involuntary petition in bankruptcy filed against it, or (v) commence a case under or otherwise seek to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law, statute, or proceeding, the employee, agent, or designee of that company serving as Trustee shall cease to act, and a new appointing Settlor shall be selected in the same manner as if the appointing Settlor had declined to continue to act as an appointing Settlor.

Any successor Trustee shall qualify by a duly acknowledged acceptance of this Trust, delivered to the other Trustees and to the Settlers. Any successor Trustee shall have all the rights, powers, duties and obligations herein granted to the original Trustees.

3.02: EXONERATION FROM BOND. No bond or other security shall be exacted or required of any Trustee appointed by this Agreement or pursuant to Section 3.01 in any jurisdiction. The Trustees may acquire and pay from the Trust Fund any accident, liability, or other insurance, bonds, etc., that they may deem prudent in the administration of this Trust, including insurance protecting the Trustees themselves from liability to third persons or to any Settlor.

3.03: COMPENSATION. Trustees shall be compensated by their appointing Settlor and not the Trust. An appointing Settlor shall be entitled to charge this Trust for all time expended by its Trustee on matters connected with the administration of this Trust at an hourly rate of Fifty Dollars (\$50). The Trustees may, in their discretion, periodically adjust the hourly rate to be charged or change to a per diem system of compensation. The hourly rate is set at an amount intended approximately to reimburse the appointing Settlor for the salary and benefits of a Trustee. All adjustments shall be consistent with that intent and, thus, shall reflect generally only the costs incurred by appointing Settlers as a result of the activities of their Trustee. All

Trustees and appointing Settlers shall be entitled to be reimbursed from the Trust Fund for out-of-pocket expenses incurred in connection with the administration of this Trust. The Trustees shall make all such reimbursements to the appointing Settlers on a quarterly basis.

3.04: RULES OF TRUST. The Trustees shall determine the rules by which they shall perform their duties. The Trustees may permit voting by proxy (which may be another Trustee or any representative of an absent Trustee, but the appointing Trustee shall not therefore be released from his fiduciary obligations), meetings by telephone, and such other procedures as they shall decide in their discretion are appropriate. The Trustees shall also select from among themselves a chairman.

3.05: DECISIONS OF TRUSTEES. In all matters the decision of a majority of the Trustees shall control.

3.06: TRANSACTIONS WITH THIRD PARTIES. No person or organization dealing with the Trustees hereunder shall be required to inquire into or to investigate their authority for entering into any transaction or to see to the application of the proceeds of any such transaction.

3.07: ACCOUNTS. The Trustees shall present an accounting to the Settlers monthly. That account shall show the financial condition of the Trust Fund, including, without limitation, income and expenses of the Trust for the month. Once each year, the accounts shall be prepared and audited by independent certified public accountants employed by the Trustees. Any Settlor shall have the right to object to any of the Trustees' audited accounts. Any Settlor desiring to object to the Trustees' accounts shall deliver notice of its objection to the Trustees in writing within ninety (90) days from the day the Trustees shall mail or deliver such audited accounts to the Settlor. If no written objection is made within that time, the presentation of the account to the Settlers shall release and discharge the Trustees with respect to all acts or omissions to the date of said annual account.

3.08: LIABILITY. The Trustees shall not be liable for any acts, omissions or defaults of any agent or depository appointed or selected with reasonable care. Each Trustee shall be liable only for such Trustee's own acts or omissions occasioned by the willfulness or gross neglect of such Trustee. No Trustee shall be responsible for the acts or omissions of any other Trustee, including acts or omissions of any prior Trustee or Co-Trustee; nor, in particular, shall any Trustee be liable in regard to the exercise or nonexercise of

any powers and discretions properly delegated pursuant to the provisions of this Agreement.

An appointing Settlor shall not be liable for any matters relating to its actions in appointing a Trustee. In the event an appointing Settlor is sued or otherwise sought to be held accountable for any matters relating to its appointment of a Trustee, the Trust shall indemnify the appointing Settlor for any damages ultimately adjudged and/or costs of defense incurred. This exclusion does not apply to any liability which an appointing Settlor has under this Trust, including payments of additional funds under Section 2.03.

3.09: INDEMNITY OF TRUSTEES. Each Settlor agrees that the Trustees may use the funds in the Trust to indemnify and hold harmless each of the Trustees from any and all liability arising out of this Trust and this Agreement excepting only such liability as may be imposed on the Trustees pursuant to Section 3.08 hereof. In the event a Trustee is sued for matters related to his service as Trustee, the Trust may, in the discretion of the other Trustees, be used to reimburse a Trustee for all or a portion of his expenses and costs of defending such suit, including reasonable attorneys fees, if the Trustee substantially prevails in the defense of the suit.

FOURTH: TRUSTEES' POWERS. The Trustees shall have, with respect to the Trust Fund, the following powers, all of which powers are fiduciary powers to be exercised in a fiduciary capacity and in the best interests of this Trust and the beneficiaries thereof, and which are to be exercised as the Trustees, acting in such fiduciary capacity, in their discretion, shall determine, and which are intended in no way to limit the general powers of the office, namely:

4.01: PAYMENT OF EXPENSES OF ADMINISTRATION. To incur and pay any and all charges, taxes and expenses upon or connected with this Trust or the Trust Fund in the discharge of their fiduciary obligations under this Agreement.

4.02: RETENTION OF PROPERTY. To hold and retain all or any part of the Trust Fund in the form in which the same may be at the time of the receipt by the Trustees, as long as they shall deem advisable, notwithstanding that the same may not be authorized by the laws of any state or rules of any court for the investment of trust funds, and without any liability for any loss of principal or income by reason of such retention.

4.03: PRESERVATION OF PRINCIPAL. Notwithstanding any other provision in this Agreement, to at all times hold, manage and invest the assets of this Trust in a manner designed to maximize and preserve the income and principal of this Trust for the purposes of this Trust.

4.04: INVESTMENT OF TRUST ESTATE. Pending use of the Trust Fund for the purposes of this Trust, to invest and reinvest all or any part of the Trust Fund, including any undistributed income therefrom, in United States direct obligations, obligations guaranteed by agencies of the United States government, common trust funds or mutual funds which invest in United States direct or guaranteed obligations, bank certificates of deposit to the extent they are insured by the federal government, and common trust funds or money market funds investing in short term municipal bonds. In all cases, however, the total investments must be sufficiently liquid to enable the Trust to fulfill the purposes of the Trust and to satisfy obligations as they become due. Nothing in this Section 4.04 shall be construed as authorizing the Trustees to carry on any business or to divide the gains therefrom. The sole purpose of this Section 4.04 is to authorize the investment of the Trust Fund (or any part thereof), as may be reasonably prudent pending use of the Trust Fund for the purposes of this Trust.

4.05: MANAGEMENT OF TRUST ESTATE. Without any business objective, and as may be incidental or advisable in connection with the purposes of this Trust as set forth in

Section 1.01, to sell, exchange, partition or otherwise dispose of all or any part of the Trust Fund at public or private sale, without prior application to or approval by or order of any court, upon such terms and in such manner and at such prices as they shall determine; to mortgage, exchange, partition, alter, abandon or improve any real property; to make repairs, replacements and improvements, structural or otherwise, of any such property; to lease or rent the same for any term, regardless of whether such term may extend beyond the duration of the administration of this Trust; to foreclose any mortgage in any way authorized by law or to compromise or to settle in any manner any claims which may arise under any mortgage; to take over, take title to, manage and operate any real property, either temporarily or permanently, and to pay out sums of money for the insurance, protection, maintenance, repair, alteration, improvement or change of such property; to modify, renew, extend, pay off and satisfy mortgages, bonds, notes or other obligations or any installment of principal thereof or any interest due thereon and to waive any defaults in the performance of the terms and conditions thereof; and to execute and deliver any and all deeds, bills of sale, assignments, bonds, mortgages, leases or other instruments in connection with these powers, all at such times, in such manner and upon such terms and conditions as they may deem expedient. The Trustees' determination of manner of sales, terms, prices, and the exercise of other powers granted herein, if reasonably made, are not to be questioned. No person dealing with them shall be bound to see to the application of any consideration.

4.06: EXTENSION OF OBLIGATIONS AND NEGOTIATION OF CLAIMS. To renew or extend the time of payment of any obligation, secured or unsecured, payable to or by this Trust, for as long a period or periods of time and on such terms as they shall determine; and to adjust, settle, compromise and arbitrate claims or demands in favor of or against this Trust, including claims for taxes, upon such terms as they deem advisable.

4.07: REGISTRATION OF SECURITIES. To hold any stocks, bonds, securities and/or other property in the name of a nominee, in a street name, or by other title-holding device, without indication of trust.

4.08: LOCATION OF ASSETS. To keep any property belonging to the Trust Fund at any place in the United States.

4.09: RETENTION AND REMOVAL OF PROFESSIONAL AND EMPLOYEE SERVICES. To employ attorneys, accountants, custodians, engineers, contractors, clerks, investment counsel and agents or employees (including any firm or entity in which



they may have an interest) as they shall deem advisable and to make such payments therefor as they shall deem reasonable for the implementation of the purposes of this Trust; and to lease from others, furnish, operate, and maintain office space. The Trustees shall have the absolute right to dismiss any such agent, employee or professional for any reason or for no reason.

4.10: AUTHORITY TO REPRESENT SETTLORS. To represent Settlers with regard to any matter concerning this Trust or its purpose before any Federal, State, or local agency or authority which has authority or attempts to exercise authority over the Work required by the Consent Decree or over any matter which concerns the Consent Decree or this Trust Agreement. This authority may be delegated by the Trustees to such persons as Trustees designate.

4.11: ADVISORY COMMITTEES. To establish advisory committees composed of representatives of Settlers to serve for such periods of time and for such purposes as Trustees shall determine.

4.12: INSTITUTION OF LITIGATION. To institute litigation in the name of the Trust on behalf of or in the name of all Settlers upon obtaining approval of or direction from a majority of Settlers against any parties to the litigation described in Section 1.01 which refuse to participate in the settlement provided by the Consent Decree or which agree to participate under the Consent Decree but fail to make initial payments in accord with Appendix 3 of the Consent Decree or fail to make additional payments as provided in Section IV(A) (3) of the Consent Decree and Section 2.03 of this Agreement. Settlers by agreeing to this Trust agreement assign their right to such claims to the Trustees and authorize the Trustees to file suit in the name of the Trust upon obtaining the approval of a majority of Settlers concerning the institution of litigation.

4.13: PERMITS. To apply for the issuance, assignment, or renewal of all necessary environmental permits and to comply with all obligations under such permits.

4.14: DELEGATION OF MINISTERIAL POWERS. To delegate to other persons such ministerial powers and duties as they may deem to be advisable.

4.15: POWERS OF TRUSTEES TO CONTINUE UNTIL FINAL DISTRIBUTION. To exercise any of such powers after the date on which the principal and income of the Trust Fund shall have become distributable and until such time as the entire principal of, and income from, the Trust Fund shall have been

actually distributed by the Trustees. It is intended that distribution of the Trust Fund will occur as soon as possible upon termination of the Trust.

4.16: DISCRETION IN EXERCISE OF POWERS. To do any and all other acts which they shall deem proper to effectuate the powers specifically conferred upon them by this Trust Agreement.

FIFTH: DEFINITIONS AND MISCELLANEOUS. Definitions applicable to this Agreement and miscellaneous provisions are as follows:

5.01: HEADINGS. The section headings set forth in this Agreement and the Table of Contents are inserted for convenience of reference only and shall be disregarded in the construction or interpretation of any of the provisions of this Agreement.

5.02: PARTICULAR WORDS. Any word contained in the text of this Agreement shall be read as the singular or plural and as the masculine, feminine or neuter as may be applicable or permissible in the particular context. Unless otherwise specifically stated, the word "person" shall be taken to mean and include an individual, partnership, association, company or corporation.

5.03: SEVERABILITY OF PROVISIONS. If any provision of this Agreement or its application to any person or entity or in any circumstances shall be invalid and unenforceable, the application of such provision to persons or entities and in circumstances other than those as to which it is invalid or unenforceable and the other provisions of this Agreement, shall not be affected by such invalidity or unenforceability.

5.04: NOTICES UNDER AGREEMENT. Any notice required by this Agreement to be given to the Settlers or the Trustees shall be deemed to have been properly given when mailed, postage prepaid, by registered or certified mail, to the person to be notified as set forth by the Settlor at the time of making its contributions. Any Settlor may change that address by delivering notice thereof in writing to the Trustees. Any notice required by this Agreement to be delivered to any other person or entity shall be deemed to have been properly delivered when mailed, postage prepaid, by registered or certified mail, to the person to be notified at the last known address of such person or entity, according to the records of the one giving the notice.

5.05: COUNTERPARTS OF AGREEMENT. This Agreement has been executed for the convenience of the parties hereto in counterparts, any one of which for all purposes shall be deemed to have the status of an executed original.

5.06: GOVERNING JURISDICTION. This Trust is a District of Columbia trust and all questions pertaining to its validity, construction and administration shall be determined in accordance with the laws thereof. However, the Trustees may, at any time, change the situs of this Trust to another jurisdiction; in that event, this Trust shall cease to be a Trust organized and administered under the laws of the District

of Columbia and shall thereafter be administered in accordance with the laws of the new governing jurisdiction.

5.07: MISCELLANEOUS. It is intended that the Trust be treated as a grantor trust for federal income tax purposes and that each Settlor hereof shall be treated as the owner of that portion of the Trust as their contributions to the Trust bear to all contributions to the Trust. The Trust shall operate on an accounting year which coincides with the calendar year, January 1 through December 31.

IN WITNESS WHEREOF, the undersigned, as Settlers, and the undersigned, as Trustees, have as of the day and year first above written, set their hands and seals to this Agreement, consisting of a Title Page, a Table of Contents, an Introduction, Article FIRST, Purpose, Name, and Additional Settlers, Article SECOND, Dispositive Provisions, Article THIRD, General Provisions Relating to Trustees, Article FOURTH, Trustees' Powers, Article FIFTH, Definitions and Miscellaneous Provisions, Schedule A annexed hereto, and Acknowledgments.

Attest: \_\_\_\_\_, Settlor

\_\_\_\_\_ by \_\_\_\_\_

Attest: \_\_\_\_\_, Settlor

\_\_\_\_\_ by \_\_\_\_\_

Attest: \_\_\_\_\_, Settlor

\_\_\_\_\_ by \_\_\_\_\_

Attest: \_\_\_\_\_, Settlor

\_\_\_\_\_ by \_\_\_\_\_

Attest: \_\_\_\_\_, Settlor

\_\_\_\_\_ by \_\_\_\_\_

Witness:

_____	Trustee _____ (SEAL)
_____	Trustee _____ (SEAL)
_____	Trustee _____ (SEAL)
_____	Trustee _____ (SEAL)
_____	Trustee _____ (SEAL)

CHEM-DYNE SITE TRUST FUND

SCHEDULE A

CHEM-DYNE SITE TRUST FUND

SCHEDULE A-1

<u>Settlor</u>	<u>Contribution</u>	<u>Proportionate Interest</u>
_____	\$ _____	_____
Mailing Address:		
_____		
_____		
_____		

<u>Settlor</u>	<u>Contribution</u>	
_____	\$ _____	_____
Mailing Address:		
_____		
_____		
_____		

<u>Settlor</u>	<u>Contribution</u>	
_____	\$ _____	_____
Mailing Address:		
_____		
_____		
_____		

<u>Settlor</u>	<u>Contribution</u>	
_____	\$ _____	_____
Mailing Address:		
_____		
_____		
_____		

Settlor

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contribution

\$ \_\_\_\_\_

Proportionate  
Interest



)  
) ss.  
)

On this \_\_\_\_\_ day of \_\_\_\_\_, 1985, before me personally appeared \_\_\_\_\_ to me known, and known to me to be the individual described in and who executed the foregoing and annexed Trust as Trustee and who acknowledged the execution of the same to be his free act and deed.

\_\_\_\_\_  
Notary Public (SEAL)

My Commission expires \_\_\_\_\_

)  
) ss.  
)

On this \_\_\_\_\_ day of \_\_\_\_\_, 1985, before me personally appeared \_\_\_\_\_ to me known, and known to me to be the individual described in and who executed the foregoing and annexed Trust as Trustee and who acknowledged the execution of the same to be his free act and deed.

\_\_\_\_\_  
Notary Public (SEAL)

My Commission expires \_\_\_\_\_

)  
) ss.  
)

On this \_\_\_\_\_ day of \_\_\_\_\_, 1985, before me personally appeared \_\_\_\_\_ to me known, and known to me to be the individual described in and who executed the foregoing and annexed Trust as Trustee and who acknowledged the execution of the same to be his free act and deed.

\_\_\_\_\_  
Notary Public (SEAL)

My Commission expires \_\_\_\_\_

)  
) ss.  
)

On this \_\_\_\_\_ day of \_\_\_\_\_, 1985, before me personally appeared \_\_\_\_\_ to me known, and known to me to be the individual described in and who executed the foregoing and annexed Trust as Trustee and who acknowledged the execution of the same to be his free act and deed.

\_\_\_\_\_  
Notary Public (SEAL)

My Commission expires \_\_\_\_\_

)  
) ss.  
)

On this \_\_\_\_\_ day of \_\_\_\_\_, 1985, before me personally appeared \_\_\_\_\_ to me known, and known to me to be the individual described in and who executed the foregoing and annexed Trust as Trustee and who acknowledged the execution of the same to be his free act and deed.

\_\_\_\_\_  
Notary Public (SEAL)

My Commission expires \_\_\_\_\_

)  
) ss.  
)

I, \_\_\_\_\_, a Notary Public  
in and for the foresaid jurisdiction, do hereby certify that  
\_\_\_\_\_, who is personally known to me to be the  
person who executed the foregoing and annexed Trust, person-  
ally appeared before me in the aforesaid jurisdiction, and as  
\_\_\_\_\_, of \_\_\_\_\_, and  
by virtue of the power and authority in him vested, acknowl-  
edged the same to be the act and deed of  
and he executed the same as such.

Given under my hand and seal this \_\_\_\_\_ day of  
, 1985.

\_\_\_\_\_  
Notary Public (SEAL)

My Commission expires \_\_\_\_\_

)  
) ss.  
)

I, \_\_\_\_\_, a Notary Public  
in and for the foresaid jurisdiction, do hereby certify that  
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\_\_\_\_\_, of \_\_\_\_\_, and  
by virtue of the power and authority in him vested, acknowl-  
edged the same to be the act and deed of  
and he executed the same as such.

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, 1985.

\_\_\_\_\_  
Notary Public (SEAL)

My Commission expires \_\_\_\_\_

)  
) ss.  
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by virtue of the power and authority in him vested, acknowl-  
edged the same to be the act and deed of  
and he executed the same as such.

Given under my hand and seal this \_\_\_\_\_ day of  
, 1985.

\_\_\_\_\_  
Notary Public (SEAL)

My Commission expires \_\_\_\_\_

)  
) ss.  
)

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ally appeared before me in the aforesaid jurisdiction, and as  
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by virtue of the power and authority in him vested, acknowl-  
edged the same to be the act and deed of  
and he executed the same as such.

Given under my hand and seal this \_\_\_\_\_ day of  
, 1985.

\_\_\_\_\_  
Notary Public (SEAL)

My Commission expires \_\_\_\_\_

)  
) ss.  
)

I, \_\_\_\_\_, a Notary Public  
in and for the foresaid jurisdiction, do hereby certify that  
\_\_\_\_\_, who is personally known to me to be the  
person who executed the foregoing and annexed Trust, person-  
ally appeared before me in the aforesaid jurisdiction, and as  
\_\_\_\_\_, of \_\_\_\_\_, and  
by virtue of the power and authority in him vested, acknowl-  
edged the same to be the act and deed of  
and he executed the same as such.

Given under my hand and seal this \_\_\_\_\_ day of  
\_\_\_\_\_, 1985.

CHEM DYNE ALLOCATION

RANK	TIER	GENERATOR	1	2	3	4	5	6	7	8	9
			NUMBER OF DRUMS	PERCENT OF \$15 MILLION ASSESSMENT	ACTUAL SHARE OF \$15 MILLION	AMOUNT PAID BY SETTLORS	SETTLORS' SHARES OF \$1,062,000 OF ADMINTS. COSTS	NON-SETTLORS' SHARES OF \$2,938,000 OF ADMIN. COSTS	TOTAL COST TO SETTLE	NET AMOUNT DUE	PREMIUM SETTLEMENT AMOUNT
1	1	VELSICOL CHEMICAL	20,673	10.8689%	1,630,331.78	250,000	468,490.94			2,348,822.72	2,098,822.72
2	2	ROHM & HAAS	7,432	3.7362%	560,426.55			288,581.75		849,008.30	849,008.30
3	2	CIBA-GEIGY CORP.	6,047	3.7362%	560,426.55			288,581.75		849,008.30	849,008.30
4	2	FMC CORP.	5,702	3.7362%	560,426.55	100,000	95,134.04			755,560.59	655,560.59
5	2	KOPPERS CO.	4,999	3.7362%	560,426.55	65,000	100,584.43			726,010.98	661,010.98
6	3	ALLIED CORP.	3,382	2.3776%	356,635.08			203,370.21		560,005.28	560,005.28
7	3	E.I. DUPONT DENEMOURS	3,191	2.3776%	356,635.08	100,000	43,103.73			499,738.81	399,738.81
8	3	SEARLE MEDICAL PRODUCTS	2,960	2.3776%	356,635.08			203,370.21		560,005.28	560,005.28
9	3	UNION CARBIDE	2,868	2.3776%	356,635.08	75,000	45,077.15			476,712.23	401,712.23
10	3	S.W.S./STAUFFER/CALHID	2,826	2.3776%	356,635.08	100,000	43,103.73			499,738.81	399,738.81
11	3	ANDERSON DEVELOPMENT	2,801	2.3776%	356,635.08	50,000	45,077.15			451,712.23	401,712.23
12	4	MONSANTO CO.	2,097	1.6983%	254,739.34			145,264.43		400,003.77	400,003.77
13	4	SHELL OIL CO.	2,088	1.6983%	254,739.34			145,264.43		400,003.77	400,003.77
14	4	M&T CHEMICAL	1,926	1.6983%	254,739.34	100,000	5,264.05			360,003.39	260,003.39
15	4	OLIN CORP.	1,704	1.6983%	254,739.34	50,000	33,674.67			338,414.01	288,414.01
16	5	AMERICAN CYANAMID	1,441	1.3586%	203,791.47	90,000	(5,788.76)			288,002.71	198,002.71
17	5	ASTRO CONTAINERS, INC.	1,428	1.3586%	203,791.47			116,211.55		320,003.02	320,003.02
18	5	GOODYEAR TIRE & RUBBER	1,350	1.3586%	203,791.47	65,000	19,211.24			288,002.71	223,002.71
19	5	LUDLOW CORP.	1,297	1.3586%	203,791.47			116,211.55		320,003.02	320,003.02
20	5	U.S. STEEL/SMEDCAST	1,279	1.3586%	203,791.47	50,000	20,925.52			274,716.99	224,716.99
21	5	DART INDUSTRIES	1,266	1.3586%	203,791.47	75,000	9,211.24			288,002.71	213,002.71
22	5	DIAMOND INTERNATIONAL	1,244	1.3586%	203,791.47	50,000	20,925.52			274,716.99	224,716.99
23	5	ETHYL CORP.	1,236	1.3586%	203,791.47	50,000	20,925.52			274,716.99	224,716.99
24	5	AMF, INC.	1,201	1.3586%	203,791.47			116,211.55		320,003.02	320,003.02
25	6	GEORGIA-PACIFIC CORP.	1,179	1.1888%	178,317.54			101,685.10		280,002.64	280,002.64
26	6	DWENS CORNING FIBERGLAS	1,134	1.1888%	178,317.54	75,000	(1,315.17)			252,002.37	177,002.37
27	6	PPG INDUSTRIES, INC.	1,107	1.1888%	178,317.54	95,000	(21,315.17)			252,002.37	157,002.37
28	6	MERRELL DOW	1,095	1.1888%	178,317.54	50,000	13,309.82			241,627.36	191,627.36
29	6	MORBAY CHEMICAL	1,022	1.1888%	178,317.54	50,000	18,309.82			246,627.36	196,627.36
30	6	WORLD PIPE SERVICE	1,010	1.1888%	178,317.54			101,685.10		280,002.64	280,002.64
31	6	APPLIED TECHNOLOGY	989	1.1888%	178,317.54			101,685.10		280,002.64	280,002.64
32	6	ALBANY INT'L/CHEMSAMPCO	979	1.1888%	178,317.54	10,000	18,309.82			206,627.36	196,627.36
33	6	B.F. GOODRICH	912	1.1888%	178,317.54			101,685.10		280,002.64	280,002.64
34	7	AIR PRODUCTS, INC.	875	0.9510%	142,654.03	10,000	14,647.86			167,301.89	157,301.89
35	7	PROCTER & GAMBLE	871	0.9510%	142,654.03	10,000	14,647.86			167,301.89	157,301.89
36	7	OCCIDENTAL CHEMICAL	829	0.9510%	142,654.03	90,000	(31,052.14)			201,601.89	111,601.89

37	7	CROWN ZELLERBACH	783	0.9510X	142,654.03	10,000	14,647.86		167,301.89	157,301.89	
38	7	C.W. ZUMBIEL CO.	721	0.9510X	142,654.03			81,348.08	224,002.11	224,002.11	
39	7	VOLKSWAGEN OF AMERICA	695	0.9510X	142,654.03	10,000	14,647.86		167,301.89	157,301.89	
40	7	MORTON THIOKOL	563	0.9510X	142,654.03	10,000	14,647.86		167,301.89	157,301.89	
41	8	ARGUS CHEMICAL	486	0.5095X	76,421.80	5,000	7,847.07		89,268.87	84,268.87	
42	8	CHEMINEER, INC.	465	0.5095X	76,421.80	5,000	7,847.07		89,268.87	84,268.87	
43	8	NORTHERN ENGRAVING	455	0.5095X	76,421.80	5,000	7,847.07		89,268.87	84,268.87	
44	8	FRIES/HALLINCKRODT	422	0.5095X	76,421.80	5,000	7,847.07		89,268.87	84,268.87	
45	8	BORDEN INC.	363	0.5095X	76,421.80	50,000	(18,420.79)		108,001.01	58,001.01	
47	8	BROUSSARD CHEMICAL	353	0.5095X	76,421.80			43,579.33	120,001.13	120,001.13	
48	8	NEUTRON PRODUCTS	348	0.5095X	76,421.80			43,579.33	120,001.13	120,001.13	
49	8	HAMMERHILL PAPER	345	0.5095X	76,421.80	10,000	7,847.07		94,268.87	84,268.87	
50	8	UNIVERSAL MANUFACTURING	336	0.5095X	76,421.80	50,000	(18,420.79)		108,001.01	58,001.01	
51	8	ESSEX GROUP	319	0.5095X	76,421.80	10,000	7,847.07		94,268.87	84,268.87	
52	8	PHILLIPS PETROLEUM	313	0.5095X	76,421.80			43,579.33	120,001.13	120,001.13	
53	9	SCHOLLE CORP.	294	0.3397X	50,947.87	5,000	5,231.38		61,179.25	56,179.25	
54	9	CUMMINS ENGINE CO.	278	0.3397X	50,947.87	5,000	5,231.38		61,179.25	56,179.25	
55	9	GENERAL ELECTRIC	269	0.3397X	50,947.87	50,000	(28,947.19)		72,000.68	22,000.68	
56	9	BOFORS NOBEL, INC.	264	0.3397X	50,947.87			29,052.89	80,000.75	80,000.75	
57	9	AMERICAN CAN CO.	240	0.3397X	50,947.87	5,000	5,231.38		61,179.25	56,179.25	
58	9	SANGAMO WESTON	231	0.3397X	50,947.87	50,000	(28,947.19)		72,000.68	22,000.68	
59	9	HOLLISTON MILLS	219	0.3397X	50,947.87	10,000	5,231.38		66,179.25	56,179.25	
60	9	LIQUID PROCESSORS	218	0.3397X	50,947.87			29,052.89	80,000.75	80,000.75	
61	9	SPRINGFIELD BRAVURE	216	0.3397X	50,947.87			29,052.89	80,000.75	80,000.75	
62	9	SUN CHEMICAL CORP.	216	0.3397X	50,947.87			29,052.89	80,000.75	80,000.75	
63	9	RICHARDSON CO.	210	0.3397X	50,947.87	5,000	5,231.38		61,179.25	56,179.25	
64	9	ALUMINUM CO. OF AMERICA	203	0.3397X	50,947.87			29,052.89	80,000.75	80,000.75	
65	9	SALSBURY LABS	201	0.3397X	50,947.87	5,000	5,231.38		61,179.25	56,179.25	
66	10	NEARL CORP.	183	0.2378X	35,663.51	10,000	3,661.96		49,325.47	39,325.47	113,313.68
67	10	ROTON CORP.	171	0.2378X	35,663.51	5,000	3,661.96		44,325.47	39,325.47	105,813.68
68	10	COMPO INDUSTRIES	167	0.2378X	35,663.51	5,000	3,661.96		44,325.47	39,325.47	105,813.68
69	10	AMERICAN ROLLER CO.	166	0.2378X	35,663.51	5,000	3,661.96		44,325.47	39,325.47	105,813.68
70	10	FORD MOTOR CO.	160	0.2378X	35,663.51			20,337.02	56,000.53	56,000.53	140,001.32
71	10	APPLETON PAPERS	159	0.2378X	35,663.51	10,000	3,661.96		49,325.47	39,325.47	113,313.68
72	10	EGYPTIAN LACQUER MFG.	158	0.2378X	35,663.51	10,000	3,661.96		49,325.47	39,325.47	113,313.68
73	10	AMERICAN GREETINGS	157	0.2378X	35,663.51	10,000	3,661.96		49,325.47	39,325.47	113,313.68
74	10	WHIRLPOOL CORP.	156	0.2378X	35,663.51			20,337.02	56,000.53	56,000.53	140,001.32
75	10	TRAVENOL LABS	154	0.2378X	35,663.51	5,000	3,661.96		44,325.47	39,325.47	105,813.68
76	10	STRUCTURLITE PLASTICS	153	0.2378X	35,663.51			20,337.02	56,000.53	56,000.53	140,001.32
77	10	FORT WAYNE POOLS	150	0.2378X	35,663.51	5,000	3,661.96		44,325.47	39,325.47	105,813.68
78	10	LORD CORP.	149	0.2378X	35,663.51	5,000	3,661.96		44,325.47	39,325.47	105,813.68
79	10	FRANK ENTERPRISES	148	0.2378X	35,663.51	5,000	3,661.96		44,325.47	39,325.47	105,813.68
80	10	KLOR-KLEEN, INC.	145	0.2378X	35,663.51			20,337.02	56,000.53	56,000.53	140,001.32
81	10	HERCULES, INC.	143	0.2378X	35,663.51	5,000	3,661.96		44,325.47	39,325.47	105,813.68
82	10	CARTER PAINT CO.	139	0.2378X	35,663.51			20,337.02	56,000.53	56,000.53	140,001.32
83	10	ANVIL PRODUCTS, INC.	135	0.2378X	35,663.51			20,337.02	56,000.53	56,000.53	140,001.32
84	10	LIBERTY SOLVENTS & CHEM	133	0.2378X	35,663.51			20,337.02	56,000.53	56,000.53	140,001.32
85	10	CHAMPION INTERNATIONAL	131	0.2378X	35,663.51	10,000	3,661.96		49,325.47	39,325.47	113,313.68
86	10	SPRAGUE ELECTRIC CO.	123	0.2378X	35,663.51			20,337.02	56,000.53	56,000.53	140,001.32
87	10	GULF OIL PRODS CO.	111	0.2378X	35,663.51	5,000	3,661.96		44,325.47	39,325.47	105,813.68



88	10	NATL DIST & CHEM CORP/EMERY IND	109	0.2378Z	35,663.51	10,000	3,661.96	49,325.47	39,325.47	113,313.68	
89	10	FACET ENTERPRISES	105	0.2378Z	35,663.51			20,337.02	56,000.53	56,000.53	140,001.32
91	10	DIAMOND SHAMROCK	101	0.2378Z	35,663.51	10,000	3,661.96	49,325.47	39,325.47	113,313.68	
92	10	WITCO	100	0.2378Z	35,663.51	5,000	3,661.96	44,325.47	39,325.47	105,813.68	
93	11	CHEMICAL SOLVENTS, INC.	96	0.1359Z	20,379.15			11,621.15	32,000.30	32,000.30	80,000.75
94	11	CALGON CORP.	91	0.1359Z	20,379.15			11,621.15	32,000.30	32,000.30	80,000.75
95	11	GEN'L MOTORS CORP. (DELCO ELEC.)	91	0.1359Z	20,379.15			11,621.15	32,000.30	32,000.30	80,000.75
96	11	GENERAL TIRE & RUBBER	91	0.1359Z	20,379.15			11,621.15	32,000.30	32,000.30	80,000.75
97	11	NCR CORP.	90	0.1359Z	20,379.15	5,000	2,092.55	27,471.70	22,471.70	63,679.25	
98	11	ESSEF/STRUCTURAL FIBRES	89	0.1359Z	20,379.15			11,621.15	32,000.30	32,000.30	80,000.75
99	11	AURORA CASKET CO., INC.	88	0.1359Z	20,379.15			11,621.15	32,000.30	32,000.30	80,000.75
100	11	R.R. DONNELLEY & SONS	87	0.1359Z	20,379.15	5,000	2,092.55	27,471.70	22,471.70	63,679.25	
101	11	U.S. EPA	84	0.1359Z	20,379.15			11,621.15	32,000.30	32,000.30	80,000.75
103	11	ABBOTT LABORATORIES	80	0.1359Z	20,379.15			11,621.15	32,000.30	32,000.30	80,000.75
104	11	AMERICAN RECOVERY CO.	80	0.1359Z	20,379.15			11,621.15	32,000.30	32,000.30	80,000.75
105	11	AM. STD./MOZZLER SAFE	80	0.1359Z	20,379.15			11,621.15	32,000.30	32,000.30	80,000.75
106	11	H.S. CROCKER CO., INC.	80	0.1359Z	20,379.15	5,000	2,092.55	27,471.70	22,471.70	63,679.25	
107	11	MCDONNELL DOUGLAS CORP.	80	0.1359Z	20,379.15	10,000	(1,578.88)	28,800.27	18,800.27	62,000.68	
108	11	ROGERS CORP.	80	0.1359Z	20,379.15			11,621.15	32,000.30	32,000.30	80,000.75
109	11	SEAMAN CORP.	80	0.1359Z	20,379.15			11,621.15	32,000.30	32,000.30	80,000.75
110	11	TAPPAN CO.	80	0.1359Z	20,379.15	5,000	2,092.55	27,471.70	22,471.70	63,679.25	
111	11	R.T. VANDERBILT	80	0.1359Z	20,379.15			11,621.15	32,000.30	32,000.30	80,000.75
112	11	ATLANTIC RICHFIELD/ANACONDA	76	0.1359Z	20,379.15	5,000	2,092.55	27,471.70	22,471.70	63,679.25	
113	11	AYDIN CORP.	75	0.1359Z	20,379.15	5,000	2,092.55	27,471.70	22,471.70	63,679.25	
114	11	TENNECO RESINS	72	0.1359Z	20,379.15			11,621.15	32,000.30	32,000.30	80,000.75
115	11	CLARK OIL CO.	71	0.1359Z	20,379.15			11,621.15	32,000.30	32,000.30	80,000.75
116	11	ITT TELECOM	71	0.1359Z	20,379.15	5,000	2,092.55	27,471.70	22,471.70	63,679.25	
117	11	HALOCARBON PRODUCTS	70	0.1359Z	20,379.15			11,621.15	32,000.30	32,000.30	80,000.75
118	12	NIOSH	67	0.1295Z	19,431.52			11,080.77	30,512.29	30,512.29	76,280.72
119	12	VULCAN MATERIALS	67	0.1295Z	19,431.52	5,000	1,995.24	26,426.76	21,426.76	61,066.90	
120	12	RKONE-POULENC	64	0.1253Z	18,789.57			10,714.70	29,504.28	29,504.28	73,760.70
121	12	DOVER CHEMICAL	60	0.1196Z	17,933.65			10,226.62	28,160.26	28,160.26	70,400.66
122	12	SIEMENS-ALLIS	60	0.1196Z	17,933.65	5,000	1,841.44	24,775.09	19,775.09	56,937.73	
123	12	SYNTEX CHEMICALS	56	0.1139Z	17,077.73	5,000	1,753.55	23,831.28	18,831.28	54,578.20	
124	12	WHITE PIGEON PAPER CO.	55	0.1124Z	16,863.74			9,616.51	26,480.25	26,480.25	66,200.62
125	12	WHITE CONSOLIDATED/ATHENS	52	0.1061Z	16,221.80			9,250.44	25,472.24	25,472.24	63,680.60
126	12	CYCLOPS CORP.	52	0.1081Z	16,221.80	10,000	(3,296.78)	22,925.02	12,925.02	47,312.55	
127	12	LOCTITE CORP.	50	0.1053Z	15,793.84			9,006.39	24,800.23	24,800.23	62,000.58
128	12	XOMOX CORP.	48	0.1024Z	15,365.88	5,000	1,339.44	21,705.32	16,705.32	49,263.30	
129	12	STANDARD OIL CO. OF OHIO	47	0.1010Z	15,151.90	5,000	1,253.16	21,405.06	16,405.06	48,512.65	
130	12	BOC GROUP/AIRCO	44	0.0967Z	14,509.95	5,000	986.62	20,496.57	15,496.57	46,241.43	
131	12	MICRO-DEVICES	44	0.0967Z	14,509.95	5,000	986.62	20,496.57	15,496.57	46,241.43	
132	12	DAVE NEIL ASSOCIATES	41	0.0925Z	13,868.01			7,908.20	21,776.21	21,776.21	54,440.51
133	12	INTERNATIONAL PAPER	40	0.0910Z	13,654.03	5,000	633.80	19,287.83	14,287.83	43,219.58	
134	12	DOW CHEMICAL	36	0.0853Z	12,798.11			5,280.98	18,079.08	18,079.08	45,197.70
135	12	CLOPAY CORP.	34	0.0825Z	12,370.14	7,500	(2,391.58)	17,478.56	9,978.56	36,196.40	
136	12	COLT INDUSTRIES	33	0.0810Z	12,156.16			6,932.02	19,088.18	19,088.18	47,720.45
137	12	BROWNING FERRIS INDUSTRIES	32	0.0796Z	11,942.18			6,810.00	18,752.18	18,752.18	46,880.45
138	12	YORK CAPACITOR	32	0.0796Z	11,942.18			6,810.00	18,752.18	18,752.18	46,880.45
139	12	BISHOPRIC, INC.	30	0.0768Z	11,514.22	5,000	(244.40)	16,269.82	11,269.82	35,674.55	
140	12	EXXON RESEARCH & ENG	27	0.0725Z	10,872.27	10,000	(5,510.93)	15,361.34	5,361.34	28,403.35	

141	12	SCM CORP.	24	0.0682%	10,230.33	5,000	(777.47)	14,452.86	9,452.86	31,132.15
142	12	DIEMAKERS, INC.	23	0.0668%	10,016.35	10,000	(5,863.76)	14,152.59	4,152.59	25,381.48
143	12	DIEROLD, INC.	22	0.0653%	9,802.37	5,000	(957.73)	13,844.64	8,844.64	29,611.60
144	12	THE KROGER COMPANY	20	0.0625%	9,374.41			5,345.73	14,720.14	36,800.35
145	12	MK LABORATORIES	19	0.0611%	9,160.43			5,223.71	14,384.14	35,960.34
146	12	REPUBLIC CORP	18	0.0596%	8,946.45	10,000	(6,310.55)	12,635.90	2,635.90	21,589.75
147	12	GLYCO INC.	17	0.0582%	8,732.46	5,000	(1,396.83)	12,335.63	7,335.63	25,839.08
148	12	NATL SERVICE IND., INC.	15	0.0554%	8,304.50	5,000	(1,569.39)	11,735.11	6,735.11	24,337.78
149	12	RALSTON PURINA	15	0.0554%	8,304.50	5,000	(1,569.39)	11,735.11	6,735.11	24,337.78
150	12	NEWARK AIR FORCE BASE	14	0.0539%	8,090.52			4,613.60	12,704.12	31,760.30
151	12	HAMILTON TOOL	13	0.0525%	7,876.54			4,491.58	12,368.12	30,920.29
152	12	OWENS-ILLINOIS, INC.	13	0.0525%	7,876.54			4,491.58	12,368.12	30,920.29
153	12	AMERICAN SIGN CO.	12	0.0511%	7,662.56			4,369.55	12,032.11	30,080.28
154	12	A.E. STALEY	12	0.0511%	7,662.56	5,000	(1,833.66)	10,828.90	5,828.90	22,072.25
155	12	NAT'L STARCH & CHEMICAL CORP	10	0.0482%	7,234.60			4,125.51	11,360.11	28,400.27
156	12	BETHEL-TATE BOARD OF ED	10	0.0482%	7,234.60			4,125.51	11,360.11	28,400.27
158	12	ENERGY CONVERSION DEVICES	10	0.0482%	7,234.60	5,000	(2,010.50)	10,224.10	5,224.10	20,560.25
159	12	ALEX PAT'N ASSOC. INC (R&B SERV)	10	0.0482%	7,234.60			4,125.51	11,360.11	28,400.27
160	12	UNITED PARCEL SERVICE, INC.	10	0.0482%	7,234.60			4,125.51	11,360.11	28,400.27
161	12	DUKE UNIVERSITY	8	0.0454%	6,806.64			3,881.47	10,688.10	26,720.25
162	12	CURTIN MATHESON SCIEN., INC.	7	0.0440%	6,592.65			3,759.44	10,352.10	25,880.25
163	12	HAPP SYSTEMS (USA) INC.	7	0.0440%	6,592.65			3,759.44	10,352.10	25,880.25
164	12	CBS, INC.	6	0.0425%	6,378.67			3,637.42	10,016.10	25,040.24
165	12	KEENE CORPORATION	6	0.0425%	6,378.67			3,637.42	10,016.10	25,040.24
166	12	OHIO EPA	6	0.0425%	6,378.67			3,637.42	10,016.10	25,040.24
167	12	ACHE UNITED CORPORATION	5	0.0411%	6,164.69			3,515.40	9,680.09	24,200.23
168	12	HUKILL CHEMICAL	5	0.0411%	6,164.69			3,515.40	9,680.09	24,200.23
169	12	INDUSTRIAL ELECTRONIC RUBBER CO.	4	0.0397%	5,950.71			3,393.38	9,344.09	23,360.22
170	12	ASHLAND CO.	3	0.0382%	5,736.73	10,000	(5,736.73)	10,000.00	0.00	15,000.00
171	12	REXARC	3	0.0382%	5,736.73			3,271.36	9,008.09	22,520.21
172	12	THE CHRIST HOSPITAL	3	0.0382%	5,736.73			3,271.36	9,008.09	22,520.21
173	12	CHARLES F. KETTERING	3	0.0382%	5,736.73	5,000	(2,629.46)	8,107.27	3,107.27	15,268.18
174	12	CUSTOM COATED (DAYCO)	2	0.0368%	5,522.75			3,149.33	8,672.08	21,680.21
175	12	INMONT	2	0.0368%	5,522.75	5,000	(2,717.88)	7,804.87	2,804.87	14,512.18
176	12	S.W. PORTLAND	2	0.0368%	5,522.75	5,000	(2,717.88)	7,804.87	2,804.87	14,512.18
177	12	VWR SCIENTIFIC	2	0.0368%	5,522.75			3,149.33	8,672.08	21,680.21
178	12	ARMCO INC.	1	0.0354%	5,308.77			3,027.31	8,336.08	20,840.20
			111,567	100.0000%	15,000,000.01	2,282,500	1,061,999.47	2,938,128.90	21,282,628.38	19,000,128.38
		NON-PARTY SETTLING COMPANIES				171,000			171,000.00	
						2,453,500		TOTAL	21,453,628.38	

APPENDIX 4

Premium Settling Defendants

Ford Motor Company  
Structurlite Plastics Corp.  
Diamond Shamrock Chemicals Co.  
Delco Electronics (General Motors Corp.)  
NCR Corp.  
Atlantic Richfield Co. (Anaconda)  
ITT Telecom Products Corp.  
White Pigeon Paper Co.  
Anaquest Div'n of BOC Inc. (formerly Airco, Inc.)  
Browning Ferris Industries  
Exxon Research & Eng. Co.  
Diebold, Inc.  
The Kroger Company  
Glyco Inc.  
Owens-Illinois, Inc.  
American Sign Co.  
National Starch & Chemical Corp.  
Energy Conversion Services  
R&G Services (Alexander-Patterson Asso., Inc.)  
United Parcel Service, Inc.  
Duke University  
Curtin Matheson Scientific, Inc.  
NAPP Systems (U.S.A.), Inc.  
CBS Inc.  
Keene Corp.  
Acme United Corporation  
Industrial Electronic Rubber Company  
Inmont Corp.  
Southwestern Portland Cement Co.  
Armco Inc.

APPENDIX 5

Property Owners

American Society for Environmental Education, Inc.  
The Baltimore & Ohio Railroad  
Cindoco Products, a partnership  
Hamilton Light & Power Co. (City of Hamilton)  
Miami Conservancy District  
Herbert A. Middendorff  
Robert G. Robson  
Richard T. Wurzelbacher, a partner of Cindoco Products  
Robert M. Wurzelbacher, a partner of Cindoco Products

APPENDIX 6

CHEM-DYNE SITE ESCROW ACCOUNT

Dated:

\_\_\_\_\_, 1985

ESCROW AGREEMENT

This Agreement is made between those companies listed on Schedule A appended hereto (hereinafter "Payors") and \_\_\_\_\_ (hereinafter "Escrow Agent").

Payors are Premium Settling Defendants under Paragraph XIV of the Consent Decree entered in United States of America v. Chem-Dyne Corporation, et al., Civil Action No. C-1-82-840 S.D. Ohio, Western Div.) and State of Ohio v. Rohm and Haas Company, et al., Civil Action No. C-1-82-962 (S.D. Ohio, Western Div.). Pursuant to Paragraph XIV(E) of the Consent Decree, Payors have agreed, in exchange for a release from liability, to pay those amounts listed in column 9 of Appendix 3 to the Consent Decree.

Payors hereby agree to make their required payments within thirty (30) days of entry of the Consent Decree to Escrow Agent, which shall select a bank in which to deposit the funds. Escrow Agent is not obligated to invest the funds in an interest-bearing account, and no interest shall be added to the funds contributed by Payors.

All funds contributed by Payors shall be used to make the payment to the United States Environmental Protection Agency required under Paragraph XI of the Consent Decree. Escrow Agent shall remit such payment within forty-five (45) days of the entry of the Consent Decree, and shall inform

the Chem-Dyne Site Trust Fund Trustees of the timing and amount of such payment.

This Agreement shall be governed by the law of the District of Columbia, and all questions pertaining to its validity, construction and administration shall be determined in accordance with the laws thereof.

IN WITNESS WHEREOF, the undersigned, as Payors, and the undersigned, as Escrow Agent, have set their hands and seals to this Agreement.

FOR ESCROW AGENT:

\_\_\_\_\_

FOR PAYORS:

As per attached consent forms.

By: \_\_\_\_\_