

APPENDIX D

**Financial Assurance Estimate
West Ravine Groundwater Interceptor Trench and Retaining Wall
EMD Chemicals Inc., Norwood, Ohio**

DISCOUNT RATE = 5%

CONSTRUCTION							NOTES
CONSTRUCTION/INSTALLATION	Assume Year 2	QUANTITY	UNIT	UNIT COST	ANNUAL COST	HPV	
CONSTRUCTION/INSTALLATION							
WINDING WALL / HYDRAULIC CONTAINMENT TRENCH							
PERMITTING, BONDING, MOBILIZATION & SUBMITTALS	1	LB		\$ 782,000.00	\$ 782,000.00		Per Contractor Bid
ABANDONMENT OF MONITORING WELLS IN CONSTRUCT	18	EA		\$ 500.00	\$ 9,000.00		Assumes abandonment in place, average depth 35 ft.
SITE PREPARATION	1	LB		\$ 510,000.00	\$ 510,000.00		Per Contractor Bid
BUMP 542 DEMOLITION	1	LB		\$ 37,000.00	\$ 37,000.00		Per Contractor Bid
MAIN BUMP/TRENCH BUMP INSTALLATION	1	LB		\$ 337,585.00	\$ 337,585.00		Per Contractor Bid
FILL AND TEMPORARY MSE WALL	1	LB		\$ 87,100.00	\$ 87,100.00		Per Contractor Bid
TRENCHING AND CONDUIT INSTALLATION	1	LB		\$ 12,000.00	\$ 12,000.00		Per Contractor Bid
SEGMENT PILE WALL	1	LB		\$ 1,890,000.00	\$ 1,890,000.00		Per Contractor Bid
REINFORCED CONCRETE CAST IN PLACE WALL	1	LB		\$ 274,275.00	\$ 274,275.00		Per Contractor Bid
DRILLED SHAFT COLLECTION TRENCH	1	LB		\$ 1,478,000.00	\$ 1,478,000.00		Per Contractor Bid
ELECTRICAL INSTRUMENTATION AND CONTROLS	1	LB		\$ 417,000.00	\$ 417,000.00		Per Contractor Bid
MANAGEMENT AND PLACEMENT OF ANIMATED FILL	1	LB		\$ 183,000.00	\$ 183,000.00		Per Contractor Bid
PLACEMENT OF FILL TO ACHIEVE FINAL GRADE	1	LB		\$ 44,850.00	\$ 44,850.00		Per Contractor Bid
TRANSPORTATION OF NON-HAZARDOUS NON-CONTAMINATED SOIL FOR DISPOSAL (INCLUDING CHARACTERIZATION SAMPLING AND ANALYSIS)	1	LB		\$ 45,800.00	\$ 45,800.00		Per Contractor Bid
DEWATERING	1	LB		\$ 148,000.00	\$ 148,000.00		Per Contractor Bid
SITE COMPLETION	1	LB		\$ 111,250.00	\$ 111,250.00		Per Contractor Bid
INSTALLATION OF REPLACEMENT WELLS	10	EA		\$ 6,800.00	\$ 68,000.00		Assumes 3 in. stainless steel wells avg. 35 - 40 ft BOD.
DISPOSAL OF NON-HAZARDOUS SOIL	1700	TONS		\$ 40.00	\$ 68,000.00		\$1,800 per 100 CY roll-off box, 1067 CY total, 03 roll-off boxes
TOTAL RETAINING WALL/HYDRAULIC CONTAINMENT TRENCH					\$ 6,489,000.00	\$ 6,489,000	
COVER SYSTEM							
REINFORCED CONCRETE COVER SYSTEM	370	CY		\$ 650	\$ 240,500.00	\$ 240,500	
TREATMENT SYSTEM							
TEMPORARY TREATMENT SYSTEM	1	LB		\$ 250,000.00	\$ 250,000.00		Per Contractor Bid, includes temporary containment structure.
MECHANICAL PIPING	1	LB		\$ 5,000.00	\$ 5,000.00		All piping installed during temporary system install
ELECTRICAL	8	LB		\$ 7,500.00	\$ 15,000.00		Separate electrical hookups for temporary and permanent systems.
48" HDPE MANHOLE	1	LB		\$ 4,000.00	\$ 4,000.00		Installed during temporary system install
TRENCH EXCAVATION FOR PIPING	487	CY		\$ 13.80	\$ 7,855.90		Installed during temporary system install
YARD PIPING	520	HLF		\$ 68.85	\$ 35,804.00		
PIPE BEDDING MATERIAL	30	CV		\$ 30.00	\$ 900.00		Installed during temporary system install
TREATMENT BUILDING CONSTRUCTION	1	LB		\$ 127,725.00	\$ 127,725.00		Per contractor bid, may be high for skid mounted system. No container.
PERMANENT TREATMENT SYSTEM	1	LB		\$ 250,000.00	\$ 250,000.00		
INSTALLATION, STARTUP AND PERFORMANCE TESTING	2	LB		\$ 27,200.00	\$ 54,400.00		Assumes 120 hrs, 12 samples and vendor startup assistance, each
TOTAL TREATMENT SYSTEM					\$ 746,445.90	\$ 746,446	
CHEMICAL INJECTION SYSTEM							
INJECTION WELL INSTALLATION	18	EA		\$ 5,800.00	\$ 104,400.00		Assumes 3 in. stainless steel wells for injection, avg. 25 ft BOD.
INSTALL MONITORING WELLS & PIEZOMETERS	7	EA		\$ 1,800.00	\$ 12,600.00		
ODDANT INJECTION	2	LB		\$ 38,000.00	\$ 76,000.00		
TOTAL CHEMICAL INJECTION SYSTEM					\$ 193,000.00	\$ 193,000	
CONSTRUCTION TOTAL					\$ 7,630,496.58	\$ 7,630,496	
PERFORMANCE MONITORING (5 YEARS)							
GROUNDWATER COLLECTION TRENCH							
HYDRAULIC CONTAINMENT							
Year 1 QUARTERLY INSPECTIONS	32	HR		\$ 85.00	\$ 2,720.00	\$ 3,000	
YEARS 2-5 ANNUAL INSPECTIONS	2	HR		\$ 85.00	\$ 170.00	\$ 3,000	
TREATMENT SYSTEM							
YEAR 1 - 2 MONTHLY INSPECTIONS	18	HR		\$ 85.00	\$ 1,530.00	\$ 2,000	
YEARS 3-5 SEMI-ANNUAL INSPECTIONS	2	HR		\$ 85.00	\$ 170.00	\$ 1,000	
GROUNDWATER MONITORING							
ASSUME YEARS 1 - 3 SEMIANNUAL							
SEMIANNUAL SAMPLING	40	EA		\$ 285.00	\$ 11,400.00	\$ 29,500	
SEMIANNUAL SAMPLE COLLECTION	320	HR		\$ 85.00	\$ 27,200.00	\$ 75,000	
DATA VALIDATION & REPORTING	80	HR		\$ 85.00	\$ 6,800.00	\$ 19,000	
GROUNDWATER MONITORING							
ASSUME YEARS 4 - 5 ANNUAL							
ANNUAL SAMPLING	80	EA		\$ 285.00	\$ 22,800.00	\$ 9,000	
ANNUAL SAMPLE COLLECTION	160	HR		\$ 85.00	\$ 13,600.00	\$ 5,000	
DATA VALIDATION & REPORTING	40	HR		\$ 85.00	\$ 3,400.00	\$ 5,000	
MONITORING WELL ABANDONMENT							
YEAR 6 MW ABANDONMENT	38	EA		\$ 500.00	\$ 19,000.00	\$ 15,000	
PERFORMANCE MONITORING TOTAL						\$ 183,000	
O&M (30 YEARS)							
COVER SYSTEM							
ASSUME YEARS 1 - 30							
YEAR 1 INSPECTIONS	2	HR		\$ 85.00	\$ 170.00	\$ 1,000.00	Assumes monthly yrs 1 and 2, wall, trench, and cover system combined.
YEARLY REPAIR ALLOWANCE	1	YR		\$ 1,000.00	\$ 1,000.00	\$ 18,000	
REPAIR INSPECTION	1	HR		\$ 85.00	\$ 85.00	\$ 2,000	
YEARLY INSPECTIONS	1	HR		\$ 85.00	\$ 85.00	\$ 2,000	Assume inspections are combined with other components.
RETAINING WALL							
ASSUME YEARS 1 - 30							
YEAR 1 INSPECTIONS	2	HR		\$ 85.00	\$ 170.00	\$ 1,000.00	Assumes monthly yrs 1 and 2, wall, trench, and cover system combined.
YEARLY REPAIR ALLOWANCE	1	YR		\$ 1,000.00	\$ 1,000.00	\$ 18,000	
REPAIR INSPECTION	1	HR		\$ 85.00	\$ 85.00	\$ 2,000	
YEARLY INSPECTIONS	1	HR		\$ 85.00	\$ 85.00	\$ 2,000	Assume inspections are combined with other components.
HYDRAULIC CONTROL TRENCH/SUMPS							
ASSUME YEARS 1 - 30							
YEAR 1 INSPECTIONS	2	HR		\$ 85.00	\$ 170.00	\$ 1,000.00	Assumes monthly yrs 1 and 2, wall, trench, and cover system combined.
YEARLY REPAIR ALLOWANCE	1	YR		\$ 1,000.00	\$ 1,000.00	\$ 18,000	
YEARLY O&M	1	LB		\$ 17,820.00	\$ 17,820.00	\$ 274,000	
REPAIR INSPECTION	1	HR		\$ 85.00	\$ 85.00	\$ 2,000	
YEARLY INSPECTIONS	2	HR		\$ 85.00	\$ 170.00	\$ 1,000.00	Assume inspections are combined with other components.
FRENCH DRAIN							
ASSUME YEARS 1 - 30							
YEARLY REPAIR ALLOWANCE	1	YR		\$ 1,000.00	\$ 1,000.00	\$ 18,000	
REPAIR INSPECTION	1	HR		\$ 85.00	\$ 85.00	\$ 2,000	
YEARLY INSPECTIONS	1	HR		\$ 85.00	\$ 85.00	\$ 2,000	Assume inspections are combined with other components.
TREATMENT SYSTEM							
ASSUME YEARS 1 - 30							
ANNUAL INSPECTIONS	1	HR		\$ 85.00	\$ 85.00	\$ 3,000	
MONITORING & REPAIR ALLOWANCE	1	LB		\$ 14,170.00	\$ 14,170.00	\$ 218,000	
CHEMICALS	12	MO		\$ 868.00	\$ 10,416.00	\$ 176,000	
SYSTEM SAMPLING	1	YR		\$ 6,300.00	\$ 6,300.00	\$ 85,000	
GROUNDWATER MONITORING							
ASSUME YEARS 6-30, EVERY 3 YRS, 2/3 WELLS							
SAMPLING EVERY 3 YRS	14	EA		\$ 285.00	\$ 3,990.00	\$ 13,000	
SAMPLE COLLECTION EVERY 3 YEARS	40	HR		\$ 85.00	\$ 3,400.00	\$ 12,000	
ANNUAL DATA VALIDATION & REPORTING	40	HR		\$ 85.00	\$ 3,400.00	\$ 38,000	
MONITORING WELL ABANDONMENT							
ASSUME AT YEAR 30							
MW ABANDONMENT	38	EA		\$ 500.00	\$ 19,000.00	\$ 4,612	
O&M TOTAL						\$ 808,612	
TOTAL						\$ 8,721,998	

APPENDIX E

Trust Agreement

This Trust Agreement, the "Agreement," is entered into as of _____ by and between **EMD Chemicals Inc.**, a New York corporation, the "Grantor," and Deutsche Bank Trust Company Americas, a national bank, the "Trustee."

Whereas, the United States Environmental Protection Agency, "EPA," an agency of the United States Government, has entered into an Administrative Order on Consent ("Consent Order") under the Resource Conservation and Recovery Act as amended (RCRA), Section 3008(h) dated _____ to perform certain work ("Work") at the Facility (as defined below),

Whereas, under the Consent Order Grantor is required to demonstrate financial responsibility for the cost of completing the Work,

Whereas, the Grantor has elected to establish a Trust Fund to assure all or part of such financial responsibility for the Facility,

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

Now, Therefore, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

Section 2. Identification of Facility. This Agreement pertains to the following Facility:

OHD 086 438 538
EMD Chemicals Inc.
2909 Highland Avenue
Cincinnati, Ohio 45212

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of EPA. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of property comprised of \$8.722 million (USD). Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by EPA.

Section 4. Payments from the Fund. The Trustee shall make payments from the Fund as the Director, Land and Chemicals Division, Region 5, EPA (LCD Director) shall direct, in writing, to provide for the payment of the costs of the Work at the Facility covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the LCD Director from the Fund for expenditures in such amounts as the LCD Director shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the LCD Director specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

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

(i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;

(ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and

(iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

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

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

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

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

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

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

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

Section 10. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the appropriate LCD Director a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the LCD Director shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

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

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the LCD Director, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the LCD Director to the Trustee shall be in writing, signed by the LCD Director of the Region in which the facility is located, or their designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or EPA hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or EPA, except as provided for herein.

Section 15. Notice of Nonpayment. The Trustee shall notify the Grantor and the appropriate LCD Director, by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the appropriate LCD Director, or by the Trustee and the appropriate LCD Director if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the LCD Director, or by the Trustee and the LCD Director, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the LCD Director issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Ohio.

Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

In Witness Whereof the parties have caused this Agreement to be executed by their respective officers duly authorized as of the date first above written:

EMD Chemicals, Inc.

Signature

Printed Name

Title

State of _____ }

County of _____ }

On this _____ [date], before me personally came

_____ to me known, who, being by me duly sworn, did depose and say that

she/he resides at _____, that she/he is _____ [title]
of EMD Chemicals Inc., the corporation described in and which executed the above instrument
and that he/she is authorized to bind the corporation.

Notary Public

Deutsche Bank Trust Company Americas

Signature

Printed Name

Title

State of _____ }

County of _____ }

On this _____ [date], before me personally came

_____ to me known, who, being by me duly sworn, did depose and say that

she/he resides at _____, that she/he is _____ [title]
of Deutsche Bank Trust Company Americas, the national bank described in and which executed
the above instrument and that he/she is authorized to bind the national bank.

Notary Public

APPENDIX F

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 5

IN THE MATTER OF:)	EPA ID#: OHD 086 438 538)
))
EMD Chemicals, Inc.)	RESPONDENT.)
2909 Highland Avenue))
Cincinnati, Ohio 45212))
)	_____)

**ACKNOWLEDGMENT OF TERMINATION AND AGREEMENT ON
INSTITUTIONAL CONTROLS, RECORD PRESERVATION,
AND RESERVATION OF RIGHTS**

1. The United States Environmental Protection Agency (“U.S. EPA”) agrees and acknowledges that, except as set forth in Paragraph 2 below, and based on the information presently available to U.S. EPA, the terms of the Administrative Order on Consent (Consent Order) entered into by EMD Chemicals, Inc. (“Respondent”) and U.S. EPA on [insert effective date of Order], including any additional tasks determined by U.S. EPA to have been required pursuant to the Consent Order, have been satisfactorily completed.
2. Respondent agrees and acknowledges that that it will meet its continuing obligations under Section IX (Record Preservation) of the Consent Order until [enter date six years from date of this Acknowledgment of Termination].
3. Respondent agrees and acknowledges that termination of the Consent Order does not limit or in any way affect the Reservation of Rights set forth in Section XIV of the Consent Order.
4. Respondent agrees and acknowledges that its completion of the terms of the Consent Order does not relieve Respondent of its obligation to comply with RCRA or any other applicable local, State, or federal laws and regulations, including compliance with the requirements for (a) recording in the chain of title, maintenance, and monitoring of any institutional controls, as required in Paragraph 13.1. and Appendix B, and (b) operation and maintenance of any engineering controls pursuant to the Consent Order.

5. The undersigned representatives of EMD and the U.S. EPA each certifies that he or she is authorized to enter into the terms and conditions of this Acknowledgment of Termination, and Agreement on Institutional Controls, Record Preservation, and Reservation of Rights; and to execute and bind legally each respective party to this document.

6. This Order is effective on the date that U.S. EPA signs the Order.

IT IS SO AGREED:

DATE: _____

BY: _____
[Person's Name]
[Position]
EMD Chemicals, Inc.

IN THE MATTER OF:
EMD Chemicals, Inc.
EPA ID#: OHD 086 438 538

IT IS SO ORDERED:

DATE: _____

BY: _____
[Person's Name], Director
Land and Chemicals Division
U.S. Environmental Protection Agency Region 5

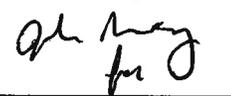
U.S. ENVIRONMENTAL
PROTECTION AGENCY
MAR 02 2010
OFFICE OF REGIONAL
COUNSEL

**United States Environmental Protection Agency
INCUMBENCY CERTIFICATE**

The undersigned certifies that he/she is the Director of the Land and Chemicals Division, Region 5, and as such she is authorized to execute this Certificate and further certifies that she has been duly delegated to exercise the authority of the United States Environmental Protection Agency with regard to the Trust Agreement between EMD Chemicals Inc., and Deutsche Bank Trust Company Americas for the EMD Chemicals Inc. facility, located at 2909 Highland Avenue; Cincinnati, Ohio, and that the signature set forth opposite her name is he/her true and genuine signature.

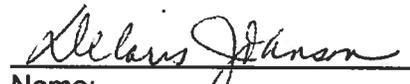
Name
Margaret Guerriero

Title
Director of the Land and
Chemicals Division

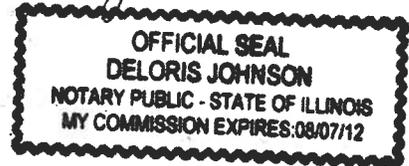
Signature


Margaret Guerriero
U.S. EPA, Region 5
Land and Chemicals Division
77 W. Jackson, L-8J
Chicago, Illinois 60604

IN WITNESS WHEREOF, I have hereunto set my hand this 31 day of March, 2010.



Name:
Title:



CERTIFICATE OF SERVICE

I hereby certify that an original signed copy of the Administrative Order on Consent for EMD Chemicals, Inc. was filed on March 30, 2010, with the Regional Hearing Clerk (E-19J), U.S. Environmental Protection Agency, Region 5, 77 West Jackson Boulevard, Chicago, Illinois, 60604, and that I mailed by Certified Mail, Receipt No. 7001 0320 0006 0192 5770, a second original signed copy to Respondent:

Mr. Paul Nelson
Vice President, Engineering
EMD Chemicals, Inc.
2909 Highland Avenue
Cincinnati, Ohio 45212

And forwarded copies (intra-Agency) to:

Sherry Estes, ORC
Harold O'Connell, OEPA-SWDO
Neal Frink, Esq., Vorys, Sater, Seymour, and Pease LLP



Diane Debus
Remediation and Reuse Branch
U.S. EPA – Region 5
77 West Jackson Boulevard
Chicago, IL 60604

Docket No. RCRA-05-2010-0014