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I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA"), seeking reimbursement of response costs incurred at or in connection with the release or threatened release of hazardous substances at the Pioneer Smelting Superfund Site in Chatsworth, New Jersey ("the Site").

B. The defendants that have entered into this Consent Decree, ("Settling Defendants") do not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint.

C. The United States and Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over Settling Defendants. Solely for the purposes of this Consent Decree and the underlying complaint, Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. Settling Defendants shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States, and upon Settling Defendants and their successors and assigns. Any change in ownership or corporate or other legal status, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendants under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in

this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

- a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*
- b. "Consent Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, this Consent Decree shall control.
- c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.
- d. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.
- e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.
- f. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.
- g. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.
- h. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.
- i. "Parties" shall mean the United States and the Settling Defendants.
- j. "Plaintiff" shall mean the United States.
- k. "Removal Action" shall mean the response action authorized in EPA Action Memoranda dated August 1, 2003 and June 28, 2004, and undertaken by EPA at the Site from July 9, 2003 through January 18, 2005.
- l. "RCRA" shall mean the Solid Waste Disposal Act, 42 U.S.C. § 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

m. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

n. "Settling Defendants" shall mean Cabot Corporation, E.I. du Pont de Nemours and Company, KB Alloys, LLC, International Wire Group, Inc., Shieldalloy Metallurgical Corporation, and Omega Wire, Inc.

o. "Site" shall mean the Pioneer Smelting Superfund Site, encompassing approximately 152 acres, located in Chatsworth, Woodland Township, Burlington County, New Jersey and identified as Block 4209, Lot 1.01 on the tax map of Woodland Township.

p. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. STATEMENT OF PURPOSE

4. By entering into this Consent Decree, the mutual objective of the United States and the Settling Defendants is for Settling Defendants to make a cash payment to resolve their alleged liability for the Site, as provided in the Covenant Not to Sue by Plaintiff in Section VIII and subject to the Reservations of Rights by the United States in Section IX.

VI. PAYMENT OF RESPONSE COSTS

5. Payment of Response Costs to EPA. Within 30 days of entry of this Consent Decree, Settling Defendants shall pay to the EPA Hazardous Substance Superfund \$750,000, plus an additional sum for Interest on that amount calculated from the date of lodging of this Consent Decree by the United States through the date of payment by Settling Defendants to the United States.

6. Payment shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with current EFT procedures, referencing the EPA Region and Site Spill ID Number 02-SJ, and DOJ Case Number 90-11-2-09344. Payment shall be made in accordance with instructions provided to Settling Defendants by the Financial Litigation Unit of the U.S. Attorney's Office in the District of New Jersey following lodging of the Consent Decree. Any payments received by the Department of Justice after 4:00 p.m. Eastern Time shall be credited on the next business day.

Address of Financial Litigation Unit of U.S. Attorney's Office for the District of New Jersey:

70 Broad Street, Newark, N.J. 07102.
Contact person: Robin Brown, (973) 645-2911

7. At the time of payment, Settling Defendants shall send notice that payment has been made to EPA and DOJ in accordance with Section XIII (Notices and Submissions).

8. The total amount to be paid by Settling Defendants pursuant to Paragraph 5 shall be deposited in the EPA Hazardous Substance Superfund.

VII. FAILURE TO COMPLY WITH CONSENT DECREE

9. Interest on Late Payments. If any Settling Defendant fails to make any payment under Paragraph 5 by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

10. Stipulated Penalty.

a. If any amount due under Paragraph 5 is not paid by the required due date, Settling Defendants shall be in violation of this Consent Decree and shall pay, as a stipulated penalty, in addition to the Interest required by Paragraph 9, \$1,000 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days of the date of the demand for payment of the penalties by EPA. All payments to the United States under this Paragraph shall be identified as "stipulated penalties" and shall be paid by EFT.

c. All payments of stipulated penalties shall indicate that the payment is for stipulated penalties and shall be made to EPA's account with the Federal Reserve Bank of New York, along with the following information: i. Amount of Payment; ii. Title of Federal Reserve Bank account to receive the payment: EPA; iii. Address of Federal Reserve Bank account to receive the payment: 33 Liberty Street, New York, NY 10045; iv. Account code for Federal Reserve Bank account receiving the payment: 68010727; v. Federal Reserve Bank ABA Routing Number: 021030004; vi. Name of Party making payment; vii. A message in Field Tag 4200 of the EFT that reads "D 68010727 Environmental Protection Agency;" vii. Site/Spill Identifier Number: 02-SJ; and viii. The case docket number.

d. At the time of each payment of stipulated penalties, Settling Defendants shall send notice that such payment has been made to EPA, DOJ and to EPA's Cincinnati Accounts Receivable Branch in accordance with Section XIII (Notices and Submissions).

e. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Defendants of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall

continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

11. If the United States brings an action to enforce this Consent Decree, Settling Defendants shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

12. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of Settling Defendants' failure to comply with the requirements of this Consent Decree.

13. The obligations of Settling Defendants to pay amounts owed the United States under this Consent Decree are joint and several. In the event of the failure of any one or more Settling Defendants to make the payments required under this Consent Decree, the remaining Settling Defendants shall be responsible for such payments.

14. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Settling Defendants from payment as required by Section VI or from performance of any other requirements of this Consent Decree.

VIII. COVENANT NOT TO SUE BY PLAINTIFF

15. Covenant Not to Sue by United States. Except as specifically provided in Section IX (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Settling Defendants pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), with regard to the Site. This covenant not to sue shall take effect upon receipt by EPA of all payments required by Section VI, Paragraph 5 (Payment of Response Costs) and any amount due under Section VII (Failure to Comply with Consent Decree). This covenant not to sue is conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Consent Decree. This covenant not to sue extends only to Settling Defendants and does not extend to any other person.

IX. RESERVATION OF RIGHTS BY UNITED STATES

16. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all matters not expressly included within the Covenant Not to Sue by United States in Paragraph 15. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Defendants with respect to:

a. liability for failure of Settling Defendants to meet a requirement of this Consent Decree;

b. criminal liability;

c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

d. liability based on the ownership or operation of the Site by Settling Defendants commencing after signature of this Consent Decree by Settling Defendants;

e. liability, based on Settling Defendants' transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous substance or solid waste at or in connection with the Site, after signature of this Consent Decree by Settling Defendants; and

f. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site.

17. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel Settling Defendants to perform further response actions relating to the Site, or to reimburse the United States for additional costs of response if, subsequent to the date of signature of this Consent Decree:

- (1) conditions at the Site, previously unknown to EPA, are discovered, or
- (2) information, previously unknown to EPA, is received, in whole or in part, and EPA determines that these previously unknown conditions or information together with any other relevant information indicates that EPA's response action at the Site is not protective of human health or the environment.

18. For purposes of Paragraph 17, the information and the conditions known to EPA shall include only that information and those conditions known to EPA as of the date of the signature of this Consent Decree by the Settling Defendants and that information and those conditions set forth in the Final Site Inspection Prioritization Report dated August 8, 1995, the administrative record supporting EPA's Removal Action, and the file for the Site maintained in the EPA-Region 2 Record Center.

X. COVENANT NOT TO SUE BY SETTLING DEFENDANTS

19. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States, or their contractors or employees, with respect to the Site or this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of the response actions at or in connection with the Site, including any claim under the United States Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

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

21. Settling Defendants agree not to assert any claims and to waive all claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any person where the person's liability to Settling Defendants with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials.

22. The waiver in Paragraph 21 shall not apply with respect to any defense, claim, or cause of action that a Settling Defendant may have against any person meeting the above criteria if such person asserts a claim or cause of action relating to the Site against such Settling Defendant. This waiver also shall not apply to any claim or cause of action against any person meeting the above criteria if EPA determines:

a. that such person has failed to comply with any EPA requests for information or administrative subpoenas issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) or 9622(e), or Section 3007 of the Solid Waste Disposal Act (also known as the Resource Conservation and Recovery Act or "RCRA"), 42 U.S.C. § 6927, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site, or has been convicted of a criminal violation for the conduct

to which this waiver would apply and that conviction has not been vitiated on appeal or otherwise; or

b. that the materials containing hazardous substances contributed to the Site by such person have contributed significantly, or could contribute significantly, either individually or in the aggregate, to the cost of response action or natural resource restoration at the Site.

XI. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

23. Except as provided in Paragraph 21 (Non-Exempt De Micromis Waiver), nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as provided in Paragraph 21 (Non-Exempt De Micromis Waiver), the Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

24. The Parties agree, and by entering this Consent Decree this Court finds, that Settling Defendants are entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person. The “matters addressed” in this Consent Decree do not include those response costs or response actions as to which the United States has reserved its rights under this Consent Decree (except for claims for failure to comply with this Decree), in the event that the United States asserts rights against Settling Defendants coming within the scope of such reservations.

25. Each Settling Defendant agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree, it will notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Defendant also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree, it will notify EPA and DOJ in writing within 10 days of service of the complaint or claim upon it. In addition, each Settling Defendant shall notify EPA and DOJ within 10 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

26. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other

defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by Plaintiff set forth in Section VIII.

XII. RETENTION OF RECORDS

27. Until 7 years after the entry of this Consent Decree, each Settling Defendant shall preserve and retain all records, reports, or information (hereinafter referred to as "records") now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary. This requirement will not apply to any document originally provided by the United States to a Settling Defendant or any communications between a Settling Defendant and its attorney concerning settlement negotiations between the Settling Defendant and the United States.

28. After the conclusion of the 7-year document retention period in the preceding paragraph, Settling Defendants shall notify EPA and DOJ at least 90 days prior to the destruction of any such records, and, upon request by EPA or DOJ, Settling Defendants shall deliver any such records to EPA. Settling Defendants may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendants assert such a privilege, they shall provide Plaintiff with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (*e.g.*, company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to Plaintiff in redacted form to mask the privileged information only. Settling Defendants shall retain all records that they claim to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendants' favor. However, no records created or generated pursuant to the requirements of this or any other settlement with the EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

29. Each Settling Defendant hereby certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or information relating to its potential liability regarding the Site since notification of potential liability by the United States or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6972.

XIII. NOTICES AND SUBMISSIONS

30. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOJ, and Settling Defendants, respectively.

As to the United States:

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DJ # 90-11-2-09344)
P.O. Box 7611
Washington, D.C. 20044-7611

As to EPA:

Response and Prevention Branch
Emergency and Remedial Response Division
U.S. EPA, Region 2
2890 Woodbridge Avenue, Bldg 209
Edison, New Jersey 08837
Attention: Pioneer Site On-Scene Coordinator

New Jersey Superfund Branch
Office of Regional Counsel
U.S. EPA, Region 2
290 Broadway
New York, NY 10007-1866
Attention: Pioneer Site Attorney

As to EPA's Cincinnati Accounts Receivable Branch:

Richard Rice
U.S. EPA
26 West Martin Luther King Drive
Cincinnati, Ohio 45268
rice.richard@epa.gov

As to Settling Defendants:

Gerard A. Caron, Esq.
Cabot Corporation, Suite 1300
Two Seaport Lane
Boston MA 02210-2019

XIV. RETENTION OF JURISDICTION

31. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XV. INTEGRATION

32. This Consent Decree constitutes the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree.

XVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

33. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

34. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XVII. SIGNATORIES/SERVICE

35. Each undersigned representative of a Settling Defendant to this Consent Decree, the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice, and the Director of the Emergency and Remedial Response Division of EPA-Region 2 certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

36. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

37. Each Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons.

XVIII. FINAL JUDGMENT

38. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States and the Settling Defendants. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS ____ DAY OF _____, 2___.

United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of Pioneer Smelting Superfund Site, civil action number 08-314 (JEI-AMD).

FOR THE UNITED STATES OF AMERICA:

Date: 11/13/09

JOHN CRUDEN
Acting Assistant Attorney General Environment and Natural
Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611

TYLER TARRANT
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of Pioneer Smelting Superfund Site, civil action number 08-314 (JEI-AMD).

FOR THE ENVIRONMENTAL PROTECTION AGENCY:

Date: 9/15/2009

Walter Mugdan
Director Emergency and Remedial Response Division
U.S. Environmental Protection Agency
Region 2
290 Broadway
New York, NY 10007-1866

Michael J. van Itallie
Assistant Regional Counsel
U.S. Environmental Protection Agency
Region 2
290 Broadway
New York, NY 10007-1866

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of Pioneer Smelting Superfund Site, civil action number 08-314 (JEI-AMD).

FOR DEFENDANT CABOT CORPORATION

Date: Aug 28, 2009

Signature

Brian A. Berube

Name (print)

Vice President and General Counsel

Title

Two Seaport Lane, Suite 1300,

Address

Boston, MA 02210

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Gerard A. Caron

Title: Counsel for Cabot Corporation

Address: Two Seaport Lane, Suite 1300
Boston, MA 02210

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of Pioneer Smelting Superfund Site, civil action number 08-314 (JEI-AMD).

FOR DEFENDANT E.I. DU PONT DE NEMOURS AND COMPANY

Date: 9/2/09

Signature

Bernard Reilly

Name (print)

Corporate Counsel

Title

Du Pont Legal D 7082A

Address

1007 Market Street

Wilmington, DE 19808

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: CT Corporation

Title: _____

Address: 1209 Orange Street
Wilmington, DE 19801

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of Pioneer Smelting Superfund Site, civil action number 08-314 (JEI-AMD).

FOR DEFENDANT INTERNATIONAL WIRE GROUP, INC.

Date: 8/21/09

Signature

Rodney D. Kent

Name (print)

President / C.E.O.

Title

12 Masonic Ave

Address

Camden, New York 13316

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: David Hird

Title: Attorney

Address: Weil, Gotshal + Manges LLP
1300 Eye Street, N.W. Suite 900
Washington, D.C. 20005

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of Pioneer Smelting Superfund Site, civil action number 08-314 (JEI-AMD).

FOR DEFENDANT OMEGA WIRE, INC.

Date: 8/21/09

Signature

Rodney D. Kent

Name (print)

President / CEO.

Title

12 Masonic Ave

Address

Camden, New York 13316

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: David Hird

Title: Attorney

Address: Weil, Gotshal + Manges LLP
1300 Eye Street, N. W. Suite 900
Washington, D.C. 20005

HE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of Pioneer Smelting Superfund Site, civil action number 08-314 (JEI-AMD).

FOR DEFENDANT KB ALLOYS, LLC.

Date: 8-25-09

Signature Richard J. Malliris

Name (print)
Richard J. Malliris

President/CEO
Title

2208 Quarry Drive, Suite 201
Address

Reading, PA 19609

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: _____

Title: _____

Address: _____

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of Pioneer Smelting Superfund Site, civil action number 08-314 (JEI-AMD).

FOR DEFENDANT SHIELDALLOY METALLURGICAL CORPORATION:

Date: 26 Aug 09

Signature

Hoy E. Fraakes, JR

Name (print)

President

Title

35 S West Blvd

Address

New field, NJ

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Marty M. Sudge

Title: Attorney

Address: Flaster Greenberg, PC
200 American Metro Boulevard
Suite 126
Trenton, NJ 08619