

NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION; THE
COMMISSIONER OF THE NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL
PROTECTION; and THE
ADMINISTRATOR OF THE NEW JERSEY
SPILL COMPENSATION FUND,

Plaintiffs,

v.

SOLVAY SPECIALTY POLYMERS USA,
LLC; ARKEMA INC.; and “ABC
CORPORATIONS” 1-10 (Names Fictitious),

Defendants.

SUPERIOR COURT OF NEW JERSEY
Law Division - Gloucester County

DOCKET NO. GLO-L-001239-20

CIVIL ACTION

JUDICIAL CONSENT ORDER

This matter was opened to the Court by Plaintiffs New Jersey Department of Environmental Protection, the Commissioner of the Department, and the Administrator of the New Jersey Spill Compensation Fund (collectively, “Plaintiffs”) against Defendants Solvay Specialty Polymers USA, LLC (“Solvay”) and Arkema Inc. (“Arkema”) (collectively, “Defendants”). Plaintiffs and Defendant Solvay (the “Parties”) have amicably and in good faith resolved their dispute without a trial, subject to entry of this Judicial Consent Order (“JCO”).

I. BACKGROUND

A. Plaintiffs initiated this action on November 10, 2020 by filing a complaint against Solvay and Arkema, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 to -23.24 (the “Spill Act”); the Water Pollution Control Act, N.J.S.A. 58:10A-1 to -20 (“WPCA”); the Air Pollution Control Act, N.J.S.A. 26:2C-1 to -57 (“APCA”); the Solid Waste Management Act, N.J.S.A. 13:1E-1 to -230 (“SWMA”); the Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-1 to -31 (the “Brownfield Act”); and the common law of New Jersey.

B. Plaintiffs, in their Complaint, seek to require Defendants to fully investigate and delineate all of the pollutants and hazardous substances, including PFAS compounds, that allegedly were and continue to be discharged, released, and/or emitted from the Site, wherever they came to be located, or, in the alternative, seek all costs necessary to conduct such activities. In addition, Plaintiffs seek an order requiring Defendants to cease all unpermitted discharges, emissions, and disposals of all pollutants, hazardous substances, and solid wastes, including PFAS compounds, that allegedly continue to be discharged, emitted, and/or disposed from the Site. In addition, Plaintiffs seek an order that would require Defendants to remediate, assess, and restore the Site and all of the off-site areas and natural resources in New Jersey that allegedly have been contaminated from the Site, or the costs necessary to conduct such activities.

C. In addition, Plaintiffs, in their Complaint, seek to require Defendants to pay past direct and indirect costs, damages for injuries to all natural resources, indirect costs, property damages, economic damages, restitution, disgorgement of any ill-gotten profits, assessment against Defendants of the actual amount of any economic benefit accrued from violating applicable laws, lost income, lost taxes, punitive damages, prejudgment and post-judgment interest, litigation fees and costs, and other damages and equitable relief as a result of any discharges of pollutants and hazardous substances.

D. Solvay filed responsive pleadings in which it denied liability and asserted various defenses to the allegations contained in the Complaint.

E. On December 14, 2022, the Court entered an Order reserving Plaintiffs' Delaware River Claims, as defined herein. *See New Jersey Department of Environmental Protection, et al. v. Solvay Specialty Polymers USA, LLC*, GLO-L-001239-20, LCV20224269023 (Super. Ct. N.J. Dec. 14, 2022) (appended as Exhibit 1).

F. By entering into this JCO, Solvay does not admit any fact or liability arising from the transactions or occurrences that Plaintiffs allege in the Complaint filed in this Lawsuit.

G. The Parties to this JCO recognize and agree, and this Court by entering this JCO finds, that the Parties to this JCO have negotiated this JCO in good faith; that the implementation of this JCO will allow the Parties to avoid continued, prolonged, and complicated litigation, including appeals; and that this JCO is fair, reasonable, in the public interest, and consistent with statutory goals.

THEREFORE, with the consent of the Parties to this JCO, it is hereby **ORDERED and ADJUDGED**:

II. JURISDICTION AND VENUE

1. The Court has jurisdiction over the subject matter of this action pursuant to the Spill Act, the WPCA, the APCA, the SWMA, the Brownfield Act, and the common law of New Jersey. The Court also has personal jurisdiction over the Parties for the purposes of implementing this JCO and resolving the underlying Lawsuit. Venue is appropriate in Gloucester County, as this action arises out of alleged acts or omissions that occurred at the Site located in West Deptford, Gloucester County, New Jersey.

III. PARTIES BOUND

2. This JCO applies to, and is binding on, each of the Parties to this JCO, as defined herein.

IV. DEFINITIONS

3. Unless otherwise expressly provided, terms used in this JCO that are defined in the Spill Act, the WPCA, the APCA, the SWMA, the Brownfield Act, or in the regulations promulgated under those statutes shall have their statutory or regulatory meaning. To the extent there exist any conflicts between any provisions of this JCO and any provisions in the foregoing

statutes and regulations, including the Administrative Requirements for the Remediation of Contaminated Sites (N.J.A.C. 7:26C), the Technical Requirements for Site Remediation (N.J.A.C. 7:26E), and/or the guidance thereto, the terms of this JCO shall control. Whenever the terms listed below are used in this JCO, the following definitions shall apply:

- a. “Alternative PFAS” shall mean any or all of the following products used by Solvay and the constituents therein: CAS No. 220207-15-8, CAS No. 330809-92-2, CAS No. 220182-27-4, and CAS No. 69991-62-4;
- b. “Assigned Case Manager” shall mean the Department employee who is acting as the primary contact for Solvay and for Solvay’s LSRP for remediation purposes;
- c. “Bifunctional Surfactants” or “BFS” shall mean the following product used by Solvay: CAS No. 69991-62-4;
- d. “BFS Groundwater Standard” shall mean 2 parts per trillion (“ppt”) until such time as the Department issues an Interim Specific Groundwater Standard for BFS in accordance with N.J.A.C. 7:9C. The BFS Groundwater Standard shall apply to aggregate congener detections of the congeners that comprise BFS;
- e. “cC6O4” or “C6O4” shall mean Acetic acid, 2,2-difluoro-2-((2,2,4,5-tetrafluoro-5-(trifluoromethoxy)-1,3-dioxolan-4-yl)oxy)-, ammonium salt (1:1) (CAS No. 1190931-27-1);
- f. “CIPFPECA” shall mean chloroperfluoropolyether carboxylate and chloroperfluoropolyether carboxylic acid;
- g. “Day” shall mean a calendar day;

h. “Delaware River” shall mean “the river channel and water column, sediments, and other natural resources contained therein” as described in the Court’s December 14, 2022 Order, appended as Exhibit 1;

i. “Delaware River Claims” shall mean any claims or actions for remediation and/or Natural Resource Damages for injuries to or contamination of the Delaware River caused by Discharges;

j. “Department” or “DEP” shall mean the New Jersey Department of Environmental Protection and its Commissioner;

k. “Discharge” or “Discharges” shall mean “discharge,” including any emissions to the environment, at or from the Site prior to the Effective Date or for which Solvay may be in any way responsible in relation to the Site, including a discharge for which Solvay may be in any way responsible at or from locations where waste from the Site or the Gloucester County Utilities Authority (“GCUA”) or any other off-site location came to be located prior to the Effective Date;

l. “Effective Date” shall mean the date the Court enters this JCO;

m. “Expanded Area Thresholds” shall mean any or all of the following circumstances: (i) PFNA is detected above 13 ppt; (ii) MFS is detected above the MFS Groundwater Standard; (iii) BFS is detected above the BFS Groundwater Standard; and/or (iv) PFOA is detected above 14 ppt but only if that detection is also accompanied by a detection of PFNA above 6.5 ppt¹ or by a detection of MFS and/or BFS above detection limits;

¹ 6.5 ppt represents half of the value of the State drinking water standard for PFNA as of the Effective Date. If a new State drinking water standard is finalized for PFNA, half the value of the new standard will replace 6.5 ppt in this definition.

n. “ISRA” shall mean the New Jersey “Industrial Site Recovery Act,” N.J.S.A. 13:1K-6 *et seq.*;

o. “Judicial Consent Order” or “JCO” shall mean this document;

p. “Lawsuit” shall mean the action filed in the Superior Court of New Jersey, captioned *New Jersey Department of Environmental Protection, et al. v. Solvay Specialty Polymers USA, LLC, et al.*, Docket No. GLO-L-001239-20 (Super. Ct. N.J.);

q. “Little Mantua Creek” means the surface water body directly abutting the Site on its western side and colloquially referred to as Little Mantua Creek, as described in Plaintiffs’ Complaint dated November 10, 2020, but not including any part of the Delaware River;

r. “LSRP” shall mean “Licensed Site Remediation Professional” as such term is defined in N.J.S.A. 58:10C-2;

s. “Main Ditch” means the surface water body directly abutting the Site on its eastern side and colloquially referred to as Main Ditch, as described in Plaintiffs’ Complaint dated November 10, 2020, but not including any part of the Delaware River;

t. “MFS Groundwater Standard” shall refer to the Interim Specific Groundwater Standard for MFS of 2 ppt established by the Department in January 2022 in accordance with N.J.A.C. 7:9C. The MFS Groundwater Standard shall apply to aggregate congener detections of the congeners that comprise MFS as defined herein;

u. “Monofunctional Surfactants” or “MFS” shall mean any or all of the following products used by Solvay: CAS No. 220207-15-8, CAS No. 330809-92-2, and CAS No. 220182-27-4. Specifically, the CIPFPECA congeners acknowledged by Solvay to be used in Solvay’s MFS products include analytes MFS-N2 (C8O4F14Cl), MFS-M3

(C10O5F18Cl), MFS-N3 (C11O5F20Cl), MFS-M4 (C13O6F24Cl), MFS-N4 (C14O6F26Cl), and MFS-N5 (C17O7F32Cl);

v. “Natural Resource Damages” shall mean all claims arising from Discharges prior to the Effective Date that are recoverable by the Department as natural resource damages for injuries to natural resources under the Spill Act, the WPCA, the APCA, the SWMA, the Brownfield Act, or any other State or federal common law, statute, or regulation, and include: (i) the costs of assessing injury to natural resources; (ii) the Department’s Office of Natural Resource Restoration’s costs, attorneys’ fees, consultants’ and experts’ fees, other litigation costs, and interest, incurred prior to the Effective Date; and (iii) compensation for the lost value of, injury to, or destruction of natural resources. “Natural Resource Damages” do not include: (i) compliance with any statutory or regulatory requirement that is not within the definition of “Natural Resource Damages”; (ii) any applicable requirements to remediate a contaminated site, including the Administrative Requirements for the Remediation of Contaminated Sites (N.J.A.C. 7:26C), the Technical Requirements for Site Remediation (N.J.A.C. 7:26E), and any remediation requirements imposed by the State or the USEPA; or (iii) Solvay’s continuing obligations to pay the Department’s fees and oversight costs determined pursuant to N.J.A.C. 7:26C-4, incurred after the Effective Date;

w. “Paragraph” shall mean a portion of this JCO identified by an Arabic numeral or an upper case letter;

x. “PFAS” shall mean per- and polyfluoroalkyl substances;

y. “PFNA” shall mean perfluorononanoate (CAS No. 72007-68-2); perfluorononanoic acid (CAS No. 375-95-1); and/or perfluorononanoic acid, salts, and esters²;

z. “PFOA” shall mean perfluorooctanoate (CAS No. 45285-51-6); perfluorooctanoic acid (CAS No. 335-67-1); and/or perfluorooctanoic acid, salts, and esters³;

aa. “Public Supply Well” shall mean each individual supply well utilized by community water systems, public non-transient non-community water systems, and public transient non-community water systems as defined in N.J.A.C. 7:10-1.3, but not including any such well located at a site that qualifies as a Significant Industrial User as defined in 40 C.F.R. § 403.3, or that is operated for mineral extraction, chemical manufacturing or processing, scrap metal processing or recycling, or power generation, or that is operated as a refinery or a fuel storage facility;

bb. “Remediation Activities” shall refer to all investigation, remediation, or other required tasks outlined in Section VI of the JCO;

cc. “Remedial Projects” shall refer to the projects described in Paragraph 26, for which Solvay has agreed to pay funds to the Department in order to assist the Department’s response to PFAS contamination;

dd. “Remediation Funding Source” or “RFS” shall have the meaning ascribed to it in N.J.S.A. 7:26C-5.1;

ee. “RFS Amount” shall have the meaning ascribed to it in Paragraph 6;

² Notwithstanding this definition, Solvay shall use analytical methods as provided in the Quality Assurance Project Plan approved by the Department for Solvay’s remediation of the Site to sample environmental media for PFNA.

³ Notwithstanding this definition, Solvay shall use analytical methods as provided in the Quality Assurance Project Plan approved by the Department for Solvay’s remediation of the Site to sample environmental media for PFOA.

- ff. “Section” shall mean a portion of this JCO identified by a Roman numeral;
- gg. “Settlement Payment” shall have the meaning ascribed to it in Paragraph 4;
- hh. “Site” means the Solvay Specialty Polymers USA, LLC manufacturing facility located at 10 Leonard Lane, West Deptford, Gloucester County;
- ii. “Solvay” shall mean Solvay Specialty Polymers USA, LLC, with a principal place of business at 4500 McGinnis Ferry Road in Alpharetta, Georgia, and also includes Solvay Solexis, Inc., which was previously named Ausimont U.S.A., Inc.;
- jj. “State” shall mean the State of New Jersey;
- kk. “USEPA” shall mean the United States Environmental Protection Agency;
- ll. “Well” or “well” shall mean a potable water well that is not abandoned, inactive, or out of use, so long as such well is not abandoned, inactive, or out of use based in whole or in part on the presence or threatened presence of PFNA, PFOA, or Alternative PFAS associated with the Site, but not including any such well located at a site that qualifies as a Significant Industrial User as defined in 40 C.F.R. § 403.3, or that is operated for mineral extraction, chemical manufacturing or processing, scrap metal processing or recycling, or power generation, or that is operated as a refinery or a fuel storage facility; and
- mm. “West Deptford Thresholds” shall mean any or all of the following circumstances: (i) PFNA is detected above 13 ppt; (ii) MFS is detected above the MFS Groundwater Standard; (iii) BFS is detected above the BFS Groundwater Standard; and/or (iv) PFOA is detected above 14 ppt but only if that detection is also accompanied by a detection of PFNA above detection limits or by a detection of MFS and/or BFS above detection limits.

V. SETTLEMENT PAYMENTS AND REMEDIATION FUNDING SOURCE

4. Within 45 Days after the Effective Date, Solvay shall pay Plaintiffs One Hundred Seventy-Nine Million Eight Hundred Thirty-One Thousand Nine Hundred Sixty-Three Dollars and Sixty-Nine Cents (\$179,831,963.69) by wire transfer to an escrow account (the “Escrow Account”) with a mutually agreed upon bank (the “Settlement Payment”). The Settlement Payment shall include payment for the following:

a. Three Million Seven Hundred Eighty-One Thousand Nine Hundred Sixty-Three Dollars and Sixty-Nine Cents (\$3,781,963.69) for all costs, including direct and indirect costs, the Department incurred on or before the Effective Date to remediate natural resources allegedly affected by purported Discharges emanating from the Site;

b. Seventy-Five Million Dollars and Zero Cents (\$75,000,000.00) for all claims for Natural Resource Damages; and

c. One Hundred and One Million Fifty Thousand Dollars and Zero Cents (\$101,050,000.00) to fund Remedial Projects.

5. Until this JCO becomes final and non-appealable, the settlement funds in the Escrow Account shall earn interest and may not be used by the State of New Jersey for any purpose. In the event that the approval of this JCO is overturned, remanded, vacated, or modified on appeal such that the JCO is void and of no effect, the settlement funds placed into the Escrow Account by Solvay shall be returned to Solvay within 10 Days, with any interest. The Escrow Account shall be governed by an escrow agreement in substantially the same form as the form agreement appended as Exhibit 2.

6. To ensure adequate funding exists for the completion of all Remediation Activities, within 45 Days after the Effective Date, Solvay shall establish Remediation Funding Sources in

the total amount of Two Hundred Fourteen Million Dollars and Zero Cents (\$214,000,000.00) (the “RFS Amount”).

7. Solvay shall fund 50% of the RFS Amount using any one or combination of the following financial mechanisms provided for in N.J.A.C. 7:26C-5 or the Brownfield Act to pay for the Remediation Activities:

- a. a remediation trust fund in accordance with N.J.A.C. 7:26C-5.4;
- b. a letter of credit in accordance with N.J.A.C. 7:26C-5.7; and/or
- c. a surety (payment) bond satisfactory to the Department.

8. Solvay shall fund the other 50% of the RFS Amount using any one or combination of the following financial mechanisms provided for in N.J.A.C. 7:26C-5:

- a. a remediation trust fund in accordance with N.J.A.C. 7:26C-5.4;
- b. a line of credit in accordance with N.J.A.C. 7:26C-5.6;
- c. a letter of credit in accordance with N.J.A.C. 7:26C-5.7;
- d. a loan or a grant in accordance with N.J.A.C. 7:26C-11 and -12; and/or
- e. a self-guarantee by Solvay or a direct or indirect parent of Solvay in accordance with N.J.A.C. 7:26C-5.8.

9. The Department, through entry of this JCO, agrees to the RFS Amount at the time of the Effective Date. Thereafter, Solvay will continue to be obligated to submit an annual cost review every 365 days from the Effective Date pursuant to N.J.A.C. 7:26C-5.10. The total amount of the RFS in subsequent annual cost reviews may increase or decrease in accordance with N.J.A.C. 7:26C-5.10, but Solvay shall be required to fund the total amount of the RFS in accordance with the percentages and financial mechanisms established by Paragraphs 7 and 8 for as long as Solvay is required to maintain an RFS.

VI. SOLVAY'S PFAS REMEDIATION OBLIGATIONS

10. Solvay shall undertake the Remediation Activities set forth in Paragraphs 13 through 16 and 21 pursuant to the terms of the JCO, subject to Solvay's ability to obtain access under N.J.A.C. 7:26C-8.2 to property not owned by Solvay, and consistent with the Department's Administrative Requirements for the Remediation of Contaminated Sites (N.J.A.C. 7:26C), the Technical Requirements for Site Remediation (N.J.A.C. 7:26E), and the guidance thereto. To the extent there exist any conflicts between the provisions of the JCO and any provisions in the Department's Administrative Requirements for the Remediation of Contaminated Sites (N.J.A.C. 7:26C), the Technical Requirements for Site Remediation (N.J.A.C. 7:26E), and/or the guidance thereto, the terms of the JCO shall control.

11. With respect to Alternative PFAS analytical standards, Solvay shall:

a. submit to the Department for approval a contract to obtain third-party validation of the analytical reference standards for BFS within 30 days of the Effective Date—if, based on a committed good faith effort, it is able to find a lab that will perform third-party validation of the analytical reference standards—and make those standards publicly available within the State within 30 days of validation; and

b. continue to work, based on a committed good faith effort, with an independent laboratory to perform an analytical method assessment, provide the Department with the results thereof and with any analytical reference standards validated in accordance with Paragraph 11(a), and cooperate to support the Department's certification of analytical method(s) for Solvay's MFS and BFS within 12 months of the Effective Date.

12. If Solvay is unable to obtain a contract to validate analytical reference standards for BFS within 30 days of the Effective Date, or otherwise obtain analytical reference standards for

BFS within 12 months of the Effective Date, the Parties agree that Solvay's inability to perform the activities set forth in Paragraphs 11(a) and 11(b) shall not constitute a breach of the JCO. Instead, the Parties agree that, if third-party validated BFS analytical reference standards are not available, in all provisions herein requiring sampling, delineation, and treatment resulting from detections of BFS, Solvay will use unvalidated analytical reference standards for BFS of similar validity to those previously provided to Eurofins by Solvay.

13. With respect to delineation of PFNA, PFOA, and Alternative PFAS, Solvay shall conduct on-site and off-site delineation and additional sampling for all potentially impacted media from the on-site laydown and materials storage area, stormwater discharges, and on-site sumps and trenches on the Site, which activities shall consist of:

a. the delineation of all groundwater with PFNA detections above 13 ppt, PFOA detections above 14 ppt, MFS detections above the MFS Groundwater Standard, and BFS detections above the BFS Groundwater Standard, in compliance with N.J.A.C. 7:26E-4.3, based upon a complete direct groundwater pathway from the Site;

b. the delineation of all soil with PFNA, PFOA, and/or Alternative PFAS detections above the Department's Interim Soil Remediation Standards, in compliance with N.J.A.C. 7:26E-4.2(b), by proceeding outward from the impacted soils on the Site, and as further provided as follows: Solvay shall delineate soil impacts using the PFNA and PFOA Interim Soil Remediation Standards issued in September 2022, and in the process analyze the soil samples gathered for MFS and BFS detections, until the Department establishes soil remediation standards for MFS and/or BFS pursuant to N.J.A.C. 7:26D-4 or N.J.A.C. 7:26D-6.2. Other than Solvay's obligation to delineate soil impacts using the PFNA and PFOA Interim Soil Remediation Standards issued in September 2022, and in

the process test such samples for MFS and BFS, Solvay shall have no obligation to delineate soil for Alternative PFAS until soil remediation standards for MFS and BFS are established. When soil remediation standards for MFS and BFS are established, Solvay shall complete delineation for MFS and BFS, if not already established by the prior sampling results;

c. the delineation of all surface water, sediment, and porewater for PFNA, PFOA, and Alternative PFAS either above detection limits, or, once promulgated, above any applicable standards or screening values adopted by the Department or the USEPA, within (i) Main Ditch and its tributaries and (ii) Little Mantua Creek and its tributaries;

d. an investigation of ecological receptors within a 2,500-foot radius of the Site property boundaries within the State in compliance with N.J.A.C. 7:26E-4.8; and

e. the establishment of a Classification Exception Area using monitoring wells to establish a boundary of where PFNA exceeds 13 ppt, PFOA exceeds 14 ppt, MFS exceeds the MFS Groundwater Standard, and/or BFS exceeds the BFS Groundwater Standard, as determined by the delineation required by Paragraph 13(a).

14. With respect to PFNA, PFOA, and Alternative PFAS clean-up, Solvay shall:

a. remediate groundwater identified during the delineation and sampling described in Paragraph 13(a), to the extent required, in accordance with the terms of the JCO and sufficient to meet the requirements of the Department's Administrative Requirements for the Remediation of Contaminated Sites (N.J.A.C. 7:26C), the Technical Requirements for Site Remediation (N.J.A.C. 7:26E), and the guidance thereto;

b. remediate soil identified during the delineation and sampling described in Paragraph 13(b), to the extent required, in accordance with the terms of the JCO and

sufficient to meet the requirements of the Department's Administrative Requirements for the Remediation of Contaminated Sites (N.J.A.C. 7:26C), the Technical Requirements for Site Remediation (N.J.A.C. 7:26E), and the guidance thereto;

c. remediate surface water, sediment, and porewater identified during the delineation and sampling described in Paragraph 13(c), to the extent required, in accordance with the terms of the JCO and sufficient to meet the requirements of the Department's Administrative Requirements for the Remediation of Contaminated Sites (N.J.A.C. 7:26C), the Technical Requirements for Site Remediation (N.J.A.C. 7:26E), and the guidance thereto, except that Solvay will not be required to remediate any surface water, sediment, or porewater within the Delaware River until such time as the Department initiates a future lawsuit or administrative action as set forth in Paragraph 46(a);

d. remediate environmentally sensitive natural resources in accordance with Paragraph 13(d), to the extent required, in accordance with the terms of the JCO and sufficient to meet the requirements of the Department's Administrative Requirements for the Remediation of Contaminated Sites (N.J.A.C. 7:26C), the Technical Requirements for Site Remediation (N.J.A.C. 7:26E), and the guidance thereto; and

e. complete a receptor evaluation for Alternative PFAS, PFNA, and PFOA in accordance with the terms of the JCO and consistent with the Administrative Requirements for the Remediation of Contaminated Sites (N.J.A.C. 7:26C), the Technical Requirements for Site Remediation (N.J.A.C. 7:26E), and the guidance thereto.

15. With respect to investigation and treatment of PFNA, PFOA, and Alternative PFAS in drinking water, Solvay shall:

a. offer—in the form of a letter appended as Exhibit 3—to conduct sampling for PFNA, PFOA, and Alternative PFAS at all private potable wells and all Public Supply Wells within West Deptford listed in Appendix A or identified through the well search conducted pursuant to Paragraph 15(d);

b. when an offer to test a well pursuant to Paragraph 15(a) has been accepted and an exceedance of one or more of the West Deptford Thresholds is detected in a private potable well or a Public Supply Well in West Deptford sampled pursuant to Paragraph 15(a), conduct step-out sampling from that well in accordance with the Administrative Requirements for the Remediation of Contaminated Sites (N.J.A.C. 7:26C), the Technical Requirements for Site Remediation (N.J.A.C. 7:26E), and the guidance thereto;

c. when an offer to test a well pursuant to Paragraph 15(a) has been accepted and an exceedance of one or more of the West Deptford Thresholds is observed during the sampling described in Paragraph 15(a) or the step-out sampling described in Paragraph 15(b), offer—in the form of a letter appended as Exhibit 4—to provide treatment—consisting of installation of Point of Entry Treatment Systems (“POETs”) and operation and maintenance costs for such POETs for 30 years—for any such private potable well, transient non-community water system, or non-transient non-community water system sufficient to reduce the concentration of PFNA to 13 ppt, PFOA to 14 ppt, MFS to the MFS Groundwater Standard, and BFS to the BFS Groundwater Standard;

d. coordinate with the Department to conduct a well search to identify wells not already identified in Appendix A that are within 1,000 feet of a well in which there is an exceedance of one or more of the West Deptford Thresholds identified during the sampling described in Paragraph 15(a) as follows:

- (i) first, Solvay shall search for private wells in West Deptford within 1,000 feet of a well in which there is an exceedance of one or more of the West Deptford Thresholds identified during the sampling described in Paragraph 15(a), which search shall be limited to conducting a file search of all available public documents in central state, municipal, and local repositories related to the permitting or maintenance of private wells; and
 - (ii) second, after receiving the results of Solvay's file search, the Department may, at its sole option, contact any property owner within one year after receiving such results who is within 1,000 feet of a well in which there is an exceedance of one or more of the West Deptford Thresholds identified during the sampling described in Paragraph 15(a) to identify any additional private wells in West Deptford not identified through Solvay's file search and provide a list of any such wells to Solvay; and
- e. coordinate with West Deptford to provide sufficient funding to ensure that all wells located within West Deptford that supply a community water system located within West Deptford, which are identified during the sampling described in Paragraph 15(a) and where an exceedance of one or more of the West Deptford Thresholds is also observed during said sampling, provide water sufficient to reduce the concentration of PFNA to 13 ppt, PFOA to 14 ppt, MFS to the MFS Groundwater Standard, and BFS to the BFS Groundwater Standard. Solvay has previously installed a treatment system on West Deptford Well 8, is working with West Deptford to develop a treatment system or alternative for West Deptford Well 3, and will work with West Deptford as necessary regarding West Deptford Wells 4, 5, 6, and 7. In furtherance of this requirement, Solvay

has entered into agreements with West Deptford entitled “Agreement Regarding West Deptford Supply Well No. 8” and “Agreement Regarding Prepayment of Certain Capital and Other Costs Relating to West Deptford Public Water System Supply Wells Nos. 3, 4 and 5.”

16. With respect to the investigation and treatment of PFNA, PFOA, and Alternative PFAS at wells identified in Appendix B, further identified in accordance with Paragraph 16(b), and not otherwise sampled or treated in accordance with Paragraph 15 above, Solvay shall:

a. offer—in the form of a letter appended as Exhibit 3—to sample each private potable well identified in Appendix B or through the well search described in Paragraph 16(b) for PFNA, PFOA, and Alternative PFAS, and offer—in the form of a letter appended as Exhibit 4—to provide treatment—consisting of installation of POETs and operation and maintenance costs of such POETs for 30 years—for any private potable well where an exceedance of one or more of the Expanded Area Thresholds is observed during said sampling sufficient to reduce the concentration of PFNA to 13 ppt, PFOA to 14 ppt, MFS to the MFS Groundwater Standard, and BFS to the BFS Groundwater Standard;

b. coordinate with the Department to conduct a well search to identify private wells that are within 1,000 feet of a private well identified in Appendix B at which there is an exceedance of one or more of the Expanded Area Thresholds identified during the sampling described in Paragraph 16(a) as follows:

- (i) first, Solvay shall search for private wells within 1,000 feet of a well in which there is an exceedance of one or more of the Expanded Area Thresholds identified during the sampling described in Paragraph 16(a), which search shall be limited to conducting a file search of all available

public documents in central state, municipal, and local repositories related to the permitting or maintenance of private wells; and

- (ii) second, after receiving the results of Solvay’s file search, the Department may, at its sole option, contact any property owner within one year after receiving such results who is within 1,000 feet of a well in which there is an exceedance of one or more of the Expanded Area Thresholds identified during the sampling described in Paragraph 16(a) to identify any additional private wells that meet the criteria of being within 1,000 feet of a well in which there is an exceedance of one or more of the Expanded Area Thresholds, not identified through Solvay’s file search and provide a list of any such wells to Solvay; and

c. in the event that MFS are detected above the MFS Groundwater Standard and/or BFS are detected above the BFS Groundwater Standard in any of the private potable wells sampled pursuant to Paragraph 16(a):

- (i) identify—through a well search consistent with the first and second steps of the well searches described in Paragraphs 15(d) and 16(b)—every private potable well and Public Supply Well within 1,250 feet of the well at which MFS was detected above the MFS Groundwater Standard and/or BFS was detected above the BFS Groundwater Standard;
- (ii) offer—in the form of a letter appended as Exhibit 3, as modified to be consistent with this section—to sample every private potable well within 1,250 feet of the well at which MFS were detected above the MFS Groundwater Standard and/or BFS were detected above the BFS

Groundwater Standard for Alternative PFAS, and offer—in the form of a letter appended as Exhibit 4, as modified to be consistent with this section—to provide treatment—consisting of installation of Point of Entry Treatment Systems and operation and maintenance costs for 30 years—for any private potable well where MFS is detected above the MFS Groundwater Standard and/or BFS is detected above the BFS Groundwater Standard sufficient to reduce the concentration of MFS to the MFS Groundwater Standard and to reduce the concentration of BFS to the BFS Groundwater Standard;

(iii) offer—in the form of a letter to be mutually agreed to by the Parties—to provide treatment for any Public Supply Well where MFS is detected above the MFS Groundwater Standard and/or BFS is detected above the BFS Groundwater Standard sufficient to reduce the concentration of MFS to the MFS Groundwater Standard and to reduce the concentration of BFS to the BFS Groundwater Standard; and

(iv) Continue to identify and offer to sample every well within 1,250 feet of each additional well at which MFS is detected above the MFS Groundwater Standard and/or BFS is detected above the BFS Groundwater Standard, consistent with Paragraphs 16(c)(i), 16(c)(ii), and 16(c)(iii), and continue to offer to provide treatment for each such well where MFS is detected above the MFS Groundwater Standard and/or BFS is detected above the BFS Groundwater Standard in those additional wells.

17. Solvay shall provide the Department with regular reports of its activities conducted pursuant to Paragraphs 15 and 16 no less than twice per year. In the event that the owner or

operator of a well identified in Appendices A and B or through the well searches described in Paragraphs 15(d), 16(b), and 16(c)(i) does not respond to or declines Solvay's offer to sample or provide treatment for a well eligible for sampling or treatment pursuant to Paragraphs 15 and 16, Solvay shall so inform the Department in its next report. The Department may, in its sole discretion, and within one year of Solvay's report, contact such owner or operator who has failed to respond to or who has declined Solvay's offer to confirm that the owner or operator is aware of the opportunity for sampling and/or treatment pursuant to the JCO. If the owner or operator who was previously non-responsive or had declined sampling or treatment consents to sampling and/or treatment in response to the Department's communication, Solvay shall sample and/or provide treatment for such well consistent with Paragraphs 15 and 16.

18. With respect to the remediation and drinking water investigation and treatment obligations set forth in Paragraphs 13 through 16, Solvay may commence such activities prior to the Effective Date. In the event that Solvay already has commenced or commences such activities prior to the Effective Date, such activities will continue to be implemented following the Effective Date until completion consistent with the terms of the JCO.

19. To the extent that Solvay believes that, during the course of conducting its step-out testing obligations pursuant to Paragraphs 15(b), 15(c), 16(c)(ii), 16(c)(iii), and 16(c)(iv), it has identified a well that is already or will be receiving treatment for PFAS as a result of action taken by or to be taken by a third party that is potentially responsible for such PFAS, Solvay may bring this to the Department's attention, and the Department shall review the circumstances surrounding the treatment of such well. The Department's good faith review shall consider whether Solvay's obligation under this JCO will result in duplicative remediation of the well, and, in such case, the

Department shall determine, in its sole discretion, whether Solvay shall have no further obligation to remediate the well or wells.

20. To the extent that the Parties identify additional sources of MFS and/or BFS, the Parties agree to review in good faith Solvay's step-out testing obligations for Alternative PFAS in Paragraphs 15(b), 15(c), 16(c)(ii), 16(c)(iii), and 16(c)(iv), to the extent such step-out testing is necessitated by initial testing contemplated under this JCO. Notwithstanding the Parties' agreement to review Solvay's step-out testing obligations for Alternative PFAS in Paragraphs 15(b), 15(c), 16(c)(ii), 16(c)(iii), and 16(c)(iv) in good faith, such step-out obligations shall continue unless and until the Department, in its sole discretion, agrees to alter such obligations.

21. Solvay has represented to the Department that it used small amounts of cC6O4 at the Site for research and development purposes only. The Parties agree that Solvay's delineation, as set forth in Paragraph 13, should also include cC6O4 to determine if it is present in the environment. If cC6O4 is detected in the environment, and if cC6O4 is not otherwise remediated as a result of the PFNA, PFOA, and Alternative PFAS clean-up and drinking water treatment activities set forth in Paragraphs 14 through 16, the Department may determine that further remediation is necessary to protect public health, safety, and the environment, in accordance with this Paragraph, as follows:

- a. With respect to cC6O4 analytical methods and standards, Solvay shall submit to the Department an analytical method assessment performed by an independent laboratory and third-party validated analytical reference standards for cC6O4 within 45 days of the Effective Date, and cooperate to support the Department's certification of analytical method(s) for cC6O4 within 12 months of the Effective Date;

- b. With respect to the delineation of cC6O4 in environmental media, Solvay shall delineate cC6O4 in (i) groundwater; (ii) soil; and (iii) surface water, sediment, and porewater within (1) Main Ditch and its tributaries and (2) Little Mantua Creek and its tributaries, consistent with Paragraph 13, to the reporting levels, or once promulgated, to any applicable standards or screening values issued or adopted by the Department or the USEPA;
- c. To the extent that cC6O4 is identified in the environment as a result of the delineation performed in accordance with Paragraph 21(b), Solvay's LSRP shall provide the Department with a report that evaluates whether the PFNA, PFOA, and Alternative PFAS clean-up and drinking water treatment activities required by Paragraphs 14 through 16 will result in the clean-up of cC6O4;
- d. The Department may promulgate a standard that would require the remediation of cC6O4 at its sole discretion;
- e. In the event that (i) cC6O4 is identified in the environment as a result of the delineation performed in accordance with Paragraph 21(b), (ii) the Department determines that cC6O4 has not been sufficiently remediated as a result of the PFNA, PFOA, and Alternative PFAS clean-up performed in accordance with Paragraph 14, and (iii) the Department promulgates a remediation standard for cC6O4, then Solvay shall remediate the environmental media identified during the delineation described in Paragraph 13 in accordance with the terms of the JCO and sufficient to meet the requirements of the Department's Administrative Requirements for the Remediation of Contaminated Sites (N.J.A.C. 7:26C), the Technical Requirements for Site Remediation (N.J.A.C. 7:26E), and the guidance thereto; and

- f. For any well that is sampled in accordance with Paragraph 15 or 16, Solvay shall sample for cC6O4 as part of that sampling. If (i) the Department has promulgated a remediation standard for cC6O4 in accordance with Paragraph 21(d), (ii) cC6O4 is detected above a remediation standard, and (iii) the well is not otherwise receiving treatment in accordance with this JCO, then Solvay shall offer—in the form of a letter to be mutually agreed to by the Parties—to provide treatment for the well sufficient to reduce the concentration of cC6O4 to the remediation standard; and
- g. Except as set forth in Paragraph 21, Solvay shall have no obligation to conduct sampling with respect to cC6O4 pursuant to this JCO.

VII. PFNA, PFOA, ALTERNATIVE PFAS & cC6O4 REMEDIATION STANDARDS

22. If within six years of the Effective Date a State drinking water standard (N.J.A.C. 7:10), a State ground water quality standard (N.J.A.C. 7:9C) (including an interim standard), or a State remediation standard (N.J.A.C. 7:26D) (including an interim standard) is finalized for PFNA, PFOA, any of the Alternative PFAS, and/or cC6O4 that is not set forth in or that is more stringent than the standard set forth for such constituent in this JCO, Solvay shall be required to remediate the relevant environmental media and treat drinking water as required in this JCO consistent with the new and/or more stringent standard(s) upon its promulgation, provided, however, that if past sampling results collected by Solvay in connection with the work to be performed pursuant to Paragraphs 13 through 16 or Paragraph 21 under a prior remediation standard show that relevant environmental media or drinking water wells do not exceed the new standard or show non-detectable results for the applicable PFNA, PFOA, Alternative PFAS and/or cC6O4, Solvay shall not be required to retest such media or potable wells or conduct any step-out testing for such media or potable wells. Following the expiration of this six-year period, Solvay shall only be required to remediate environmental media or treat drinking water to any subsequent new standard if such

standard is an order of magnitude (meaning at least 10 times) more stringent than the standard applicable at the time the six-year period expires.

23. If a State drinking water standard (N.J.A.C. 7:10), a State ground water quality standard (N.J.A.C. 7:9C) (including an interim standard), or a State remediation standard (N.J.A.C. 7:26D) (including an interim standard) is finalized for PFNA, PFOA, and/or any of the Alternative PFAS that is less stringent than the standard set forth for such constituent in this JCO, Solvay shall be required to remediate the relevant environmental media and treat drinking water as required in this JCO consistent with the new standard upon its promulgation, unless such Remediation Activities have already been completed.

24. Notwithstanding the definitions of MFS Groundwater Standard and BFS Groundwater Standard, the standard contained within each such definition is subject to modification consistent with Paragraphs 22 and 23 of the JCO.

VIII. SOLVAY'S NON-PFAS REMEDIATION OBLIGATIONS

25. With respect to non-PFAS hazardous substances, Solvay shall continue to remediate all non-PFAS hazardous substances that Solvay is currently remediating under ISRA Case Number RPC 140001 in accordance with all State and federal requirements, including ISRA, the Site Remediation Reform Act ("SRRA"), N.J.S.A. 58:10C-1 *et seq.*, the Brownfield Act, and their implementing regulations. Nothing in this JCO shall be construed to alter, in any way, Solvay's obligations to conduct such remediation of such non-PFAS hazardous substances or pollutants in accordance with applicable laws and regulations, consistent with the Department's remediation standards as to such non-PFAS hazardous substances or pollutants, except to the extent that Solvay's remediation of PFAS also remediates such non-PFAS hazardous substances or pollutants.

IX. REMEDIAL PROJECTS

26. Pursuant to Paragraph 4(c), Solvay shall provide the Department with One Hundred and One Million Fifty Thousand Dollars and Zero Cents (\$101,050,000.00) to fund Remedial Projects, which may include:

- a. Funding the cost of a consultant to be engaged by the Department to assist the Department in carrying out its oversight rights and obligations pursuant to this JCO;
- b. Providing treatment, operation, and maintenance of treatment for all Public Supply Wells listed in Appendix C sufficient to reduce the concentration of PFNA to 13 ppt, PFOA to 14 ppt, MFS to the MFS Groundwater Standard, and BFS to the BFS Groundwater Standard, including reimbursement for costs previously incurred by municipalities for such purposes;
- c. Paying Spill Fund claims listed in Appendix D;
- d. Funding the costs and maintenance referenced in the Department's East Greenwich Public Supply Well #3 Directive and Notice to Insurers, dated February 24, 2021, by paying the costs to treat and maintain that well, thus satisfying this directive as to Solvay. As a result, once Solvay makes the Settlement Payment, the Department shall withdraw the East Greenwich Public Supply Well #3 Directive as to Solvay;
- e. Providing treatment for the wells identified by the Department in the Statewide PFAS Directive, Information Request and Notice to Insurers, dated March 25, 2019 ("2019 Directive"), and the additional private potable wells treated by the Department following its issuance of the 2019 Directive, as listed in Appendix E (which excludes any well that was identified in the 2019 Directive where operation and maintenance of a water treatment system has already been claimed or assigned to another potentially responsible

party), thus satisfying the 2019 Directive as to Solvay. As a result, once Solvay makes the Settlement Payment, the Department shall withdraw the 2019 Directive as to Solvay;

f. Conducting remedial investigations and remedial actions with respect to any Discharges attributable to Solvay, if any, at or from the GCUA;

g. Conducting remedial investigations and remedial actions with respect to Discharges attributable to Solvay, if any, for which Solvay may be in any way responsible, resulting from off-site placement or disposal of PFAS-containing waste from the Site;

h. Developing certified analytical reference standards for any additional CIPFPECA congeners detected in connection with Solvay's Alternative PFAS other than those identified in Paragraph 3(u);

i. Developing analytical reference standards for any additional PFAS detected in non-targeted analysis, including but not limited to any PFAS derived from the vinylidene fluoride monomer during the process of polyvinylidene fluoride manufacture that might have been detected in the USEPA Office of Research and Development's non-targeted analysis; and

j. Funding the costs and administrative overhead of conducting toxicology, bioaccumulation, and/or bioavailability studies of CIPFPECAs, perfluoropolyether dicarboxylates (*i.e.*, CAS No. 69991-62-4), and/or PFNA.

27. The Department, in allocating the funds paid pursuant to Paragraph 4(c), shall prioritize funds for the reasonable and appropriate costs of the treatment, operation, and maintenance of treatment for Public Supply Wells, specifically those listed in Paragraphs 26(b) and (d). Except as specifically provided herein, nothing in this Section shall alter the Department's

sole discretion to use the funds paid pursuant to Paragraph 4(c) as it determines to be appropriate and related to addressing environmental impacts from Discharges of PFAS.

28. For the avoidance of doubt, to the extent Solvay's payment made pursuant to Paragraph 4(c) to fund the Remedial Projects includes payment of funds for an action that would otherwise be required by the Remediation Activities, Solvay's payment made pursuant to Paragraph 4(c) satisfies any obligation to complete such action.

X. ADJUSTED DIRECT OVERSIGHT

29. Immediately following the Effective Date, the Department shall adjust the Direct Oversight requirements for the Site, and Solvay shall conduct the remediation described in the JCO under the oversight of an LSRP in accordance with the terms of this JCO, as well as SRRA, the Brownfield Act, and their implementing regulations. Solvay may proceed with work pursuant to and as provided by this JCO under conditions and in a manner consistent with the Department's oversight obligations, including prior Department approval of documents described herein, as required by N.J.S.A. 58:10C-27(c)(1) and consistent with the USEPA's requirements under the Resource Conservation and Recovery Act ("RCRA") with respect to the Government Performance and Results Act ("GPRA") facilities.

30. Solvay shall ensure that all submissions prepared by its LSRP concerning the Remediation Activities required by this JCO comply with N.J.S.A. 58:10C-27(c)(6) and N.J.A.C. 7:26C-14.2(b)(7).

31. Solvay shall conduct all sampling pursuant to the previously approved February 2023 Field Sampling Plan unless amended and approved by the LSRP based upon field conditions that are currently unknown but are discovered in the future.

32. Solvay shall complete each of the requirements of Paragraph 11 by the deadlines specified in that Section.

33. To the extent not already completed by the Effective Date, the LSRP shall submit the following documents to the Department for review and approval pursuant to the following schedule:

- a. Revised Public Participation Plan in accordance with N.J.S.A. 58:10C-27(c)(7) and N.J.A.C. 7:26C-14.2(b)(2)(iii) within 60 days of the Effective Date;
- b. Proof that Solvay has established and maintains one or more Remediation Funding Sources consistent with the form of Remediation Funding Sources required by Paragraphs 6 through 9 of this JCO by 45 days following the Effective Date;
- c. Annual Remediation Cost Review for Remediation Funding Sources on an annual basis every 365 days from the Effective Date, for such time as required by N.J.A.C. 7:26C-5.10, and at longer intervals thereafter as required by N.J.A.C. 7:26C-5.10;
- d. Receptor evaluation for PFNA, PFOA, and Alternative PFAS pursuant to Paragraph 14(e) within 120 days of the Effective Date. The deadline for submission of a receptor evaluation for BFS shall be the later of (i) 120 days after the Effective Date or (ii) 120 days after the establishment of remediation or delineation standards for BFS;
- e. Revised Remedial Investigation Work Plan for potable wells pursuant to Paragraphs 15 and 16 within 90 days of the Effective Date. The Department's Assigned Case Manager may request that documents pertaining to MFS and BFS continue to be submitted separately from documents pertaining to PFOA and PFNA. If the Assigned Case Manager makes such a request, the deadlines specified in this Section still apply to all documents;

f. Remedial Investigation Report for Groundwater pursuant to Paragraph 13(a) within 180 days after determination that the Remedial Investigation is complete by the Department or the LSRP;

g. Remedial Investigation Report for Soils pursuant to Paragraph 13(b) within 180 days after determination that the Remedial Investigation is complete by the Department or the LSRP;

h. Remedial Investigation Report for Surface Water, Sediments, and Porewater pursuant to Paragraph 13(c) within 180 days after determination that the Remedial Investigation is complete by the Department or the LSRP;

i. Remedial Investigation Report for Drainage Swales within 180 days after determination that the Remedial Investigation is complete by the Department or the LSRP;

j. Remedial Investigation Report for potable wells pursuant to Paragraphs 15 and 16 within 180 days after determination that the Remedial Investigation is complete by the Department or the LSRP;

k. Remedial Action Work Plan for Groundwater pursuant to Paragraph 14(a) within 150 days after receiving the Department's approval of the Remedial Investigation Report for Groundwater;

l. Remedial Action Work Plan for Soils pursuant to Paragraph 14(b) within 150 days after receiving the Department's approval of the Remedial Investigation Report for Soils;

m. Remedial Action Work Plan for Surface Water, Sediments, and Porewater pursuant to Paragraph 14(c) within 150 days after receiving the Department's approval of the Remedial Investigation Report for Surface Water, Sediments, and Porewater;

n. Remedial Action Work Plan for Drainage Swales by 150 days after receiving the Department's approval of the Remedial Investigation Report for Drainage Swales;

o. Remedial Action Work Plan for potable well treatment pursuant to Paragraphs 15 and 16 within 150 days after receiving the Department's approval of the Remedial Investigation Report for potable wells;

p. Remedial Action Report for the Remediation Activities according to a schedule to be agreed upon between Solvay and the Department;

q. An application for a Remedial Action Permit in accordance with the schedule established by N.J.A.C. 7:26C-7.6; and

r. Final Remediation Document according to a schedule to be agreed upon between Solvay and the Department.

34. The Department shall make good faith efforts to provide comments to Solvay's LSRP on the documents specified in Paragraph 33 or to approve such documents (in accordance with its statutory and regulatory obligations) within 120 days of receipt by the Department.

35. If Solvay's LSRP timely submits each of the documents required by Paragraph 33:

a. Solvay must still pay oversight costs by the due date printed on the invoice in accordance with N.J.A.C. 7:26C-4.7 and N.J.A.C. 7:26C-4.9;

b. Solvay must still pay the annual one percent remediation funding source surcharge pursuant to N.J.A.C. 7:26C-5.9 by the due date printed on the invoice;

c. Solvay's LSRP need not submit a direct oversight remediation summary report ordinarily required by N.J.A.C. 7:26C-14.2(b)(2)(v);

d. Solvay's LSRP need not submit a feasibility study to the Department for approval as ordinarily required by N.J.S.A. 58:10C-27(c)(2) and N.J.A.C. 7:26C-14.2(b)(3); and

e. Notwithstanding the provisions of N.J.S.A. 58:10C-27(c)(3), Solvay's LSRP may select the remedial action to be implemented at the Site.

36. Solvay, its LSRP, and the Department shall meet at least once per quarter to discuss progress and any specific concerns about the protection of public health, safety, or the environment, which requirement can be satisfied by any meeting during a given quarter at which Solvay and its LSRP discuss the remediation of the Site with the Assigned Case Manager.

37. Solvay and its LSRP shall provide information and documents related to the Remediation Activities described in this JCO when requested by the Department, which information and/or documents shall be submitted to the Department by the later of (i) 14 days prior to the date of the next quarterly meeting scheduled pursuant to Paragraph 36 or (ii) 28 days after the request for such information and documents is made, unless an extension of time is provided by the Department, which extension shall not be unreasonably withheld.

38. In the event that Solvay or its LSRP fails to comply with any deadline for Remedial Investigation Work Plans, Remedial Investigation Reports, Remedial Action Work Plans, and Remedial Action Reports set by Paragraph 33, and no extension has otherwise been granted by the Department or the deadline has not otherwise been tolled pursuant to Paragraph 40 or 43, Solvay shall be in violation of this JCO and shall pay, as a stipulated penalty, the following amounts: for the first 14 days, a penalty of \$1,000.00 per day; for the next 14 days, a penalty of \$3,000.00 per day; thereafter, a penalty of \$5,000.00 per day. Penalties shall accrue only after the Department has notified Solvay and its LSRP of the violation and has provided Solvay and its LSRP with a

20-day grace period from that notice to cure the purported violation of the JCO. Penalties shall continue to accrue through the earlier of (i) the final day of correction of the noncompliance or (ii) completion of the activity that triggered the penalty. No penalties shall accrue if the failure of Solvay or its LSRP to comply with a deadline is the result of Solvay's inability to obtain access to property not owned by Solvay to conduct Remediation Activities, in accordance with Paragraph 40. Payments of penalties made under this Paragraph shall be in addition to any other remedies or sanctions available to the Department by virtue of Solvay's failure to comply with the requirements of this JCO. Any disputes relating to this provision (Paragraph 38), including whether there has been a failure to comply with the stated deadlines, shall be resolved pursuant to the dispute resolution process described in Paragraph 74.

39. In the event that Solvay or its LSRP fails to comply with more than three of the deadlines for Remedial Investigation Work Plans, Remedial Investigation Reports, Remedial Action Work Plans, and Remedial Action Reports set by Paragraph 33, and no extension has otherwise been granted by the Department or the deadline has not otherwise been tolled pursuant to Paragraph 40 or 43, Solvay shall be required to comply with each of the requirements of N.J.S.A. 58:10C-27(c), except for N.J.S.A. 58:10C-27(c)(4) and (c)(5), and with each of the requirements of N.J.A.C. 7:26C-14.2(b), except for N.J.A.C. 7:26C-14.2(b)(2)(ii) and (b)(6). Solvay shall not be required to comply with the requirements of N.J.S.A. 58:10C-27(c) if the failure of Solvay or its LSRP to comply with a deadline is the result of Solvay's inability to obtain access to property not owned by Solvay to conduct Remediation Activities, in accordance with Paragraph 40. Solvay shall be required to comply with these requirements unless and until the Department notifies Solvay in writing that it may discontinue implementing any of the requirements, which notification shall not be unreasonably withheld. Any disputes relating to purported failures to comply with

such deadlines shall be resolved pursuant to the dispute resolution process described in Paragraph 74.

40. Solvay shall copy the Department on any written request for access to property not owned by Solvay to conduct Remediation Activities that is sent to the owner of a property under N.J.A.C. 7:26C-8.2(b) and (c). Solvay's initiation of an action consistent with N.J.A.C. 7:26C-8.2(d) to obtain access to property not owned by Solvay to conduct Remediation Activities shall automatically toll any deadlines for any Remedial Investigation Work Plans, Remedial Investigation Reports, Remedial Action Work Plans, and Remedial Action Reports set by Paragraph 33 where such Plan or Report cannot be completed until such time as the access restriction is resolved. In addition, the Department shall use good faith efforts to assist Solvay with obtaining access to properties not owned by Solvay to conduct Remediation Activities. Notwithstanding any other provision of this Paragraph, the Department may, in its sole discretion, determine at any time that it is not necessary for Solvay to obtain access to property not owned by Solvay to satisfy its obligations to conduct any of the Remediation Activities.

41. In the event that Solvay or its LSRP fails to provide information or documents requested by the Department pursuant to Paragraph 37 on more than three occasions, Solvay shall be required to comply with each of the requirements of N.J.S.A. 58:10C-27(c), except for N.J.S.A. 58:10C-27(c)(4) and (c)(5), and with each of the requirements of N.J.A.C. 7:26C-14.2(b), except for N.J.A.C. 7:26C-14.2(b)(2)(ii) and (b)(6). Solvay shall be required to comply with these requirements unless and until the Department notifies Solvay in writing that it may discontinue implementing any of these requirements, which notification shall not be unreasonably withheld. Any disputes relating to purported failures to comply with these information and document requests shall be resolved pursuant to the dispute resolution process described in Paragraph 74.

42. In the event that (i) Solvay fails to perform any of the Remediation Activities and no extension has otherwise been granted by the Department or the deadline has not otherwise been tolled pursuant to Paragraph 40 or 43, and (ii) the Department determines that such failure poses an imminent and substantial endangerment to human health, safety, or the environment, the Department, pursuant to N.J.A.C. 7:26C-5.13, shall have the right to avail itself of the funds in the RFS and perform (or retain a contractor to perform) the Remediation Activities that Solvay failed to perform, but only after the Department has notified Solvay and its LSRP of its failure to perform and has provided Solvay and its LSRP with 10 days to cure any purported failure to perform. To the extent the Department avails itself of the funds in the RFS, such use shall be limited to what is necessary to address the imminent and substantial endangerment to human health, safety, or the environment identified by the Department. If the Department avails itself of funds in the RFS pursuant to this Paragraph, Solvay shall adjust the form of the RFS within 30 days so that the total amount of the remaining RFS complies with Paragraphs 7 and 8.

43. Solvay or its LSRP may request an extension of any of the deadlines required by Paragraph 33 or 37 by submitting to the Department through the Assigned Case Manager a written request no later than 14 days prior to the deadline. The written request must state the deadline for which the extension is being requested, the amount of time beyond the deadline needed to complete the required work, a description of the cause(s) for the extra time needed to complete the work, and the steps taken to minimize the extra time needed to complete the work. Solvay and its LSRP must also provide any other information needed to make a determination on the request for an extension, if such additional information is requested by the Department. Pending the Department's decision on any request for an extension, the deadline will be tolled. If the Department denies the request for an extension, the deadline will be tolled for 10 days following

the denial of the extension request, unless the Department denies the request more than 10 days prior to the original deadline, in which case the original deadline shall remain in effect. Solvay shall not seek to extend a deadline unreasonably, and the Department shall not withhold consent for an extension unreasonably.

XI. THE DEPARTMENT'S RELEASES AND COVENANTS NOT TO SUE

44. After Plaintiffs receive all payments as required in Paragraph 4, and after Solvay posts an RFS as required by Paragraphs 6 through 8, Plaintiffs shall promptly file a Stipulation of Dismissal with Prejudice in the Lawsuit.

45. Except as provided in Paragraph 46, Plaintiffs—acting in all of their capacities, including in the Department's capacity as *parens patriae*, as trustee of the State's natural resources, as an entity with interests in real property in the State, and in its regulatory capacity—fully and forever release, covenant not to sue, and agree not to otherwise take administrative or civil action against Solvay and its respective current and former corporate officers, directors, employees, agents, predecessors, parents, successors, affiliates, and subsidiaries, for any and all causes of actions for Natural Resource Damages arising from Discharges, or any other causes of action that were brought or could have been brought, arising out of any allegations in Plaintiffs' Complaint in the Lawsuit, including but not limited to alternative or additional theories of liability, in any way arising out of or relating to the Discharges. For the avoidance of doubt, this Paragraph only applies to Discharges that occurred prior to the Effective Date.

XII. RESERVATIONS AND FUTURE LITIGATION

46. Delaware River Claims. The Department agrees that it shall not bring any future lawsuit or administrative action against Solvay for Delaware River Claims except in accordance with this Paragraph.

a. All Delaware River Claims: Any future lawsuit or administrative action for Delaware River Claims for remediation and/or Natural Resource Damages against Solvay shall involve multiple sites from which hazardous substances have been allegedly discharged, as well as other potentially responsible parties in addition to any past, present, or future owners and/or operators of the Site. The Department shall have discretion to identify the direct defendants against whom it brings claims in any future lawsuit or administrative action for the Delaware River Claims without prejudice to Solvay's ability to bring additional third-party claims against any additional parties not named by the Department in the future lawsuit or administrative action. The intent of the Parties is that Solvay will not be the sole defendant in any future lawsuit or administrative action for the Delaware River Claims nor will such a lawsuit or administrative or civil action focus solely upon the Site. To that end, prior to initiating any lawsuit or administrative action with respect to the Delaware River Claims, the Department agrees to work in good faith to identify other potentially responsible parties it believes could be responsible for contamination of the Delaware River and to include such parties in any such action.

b. Delaware River Claims for Natural Resource Damages: The Department further agrees that it shall not bring any future lawsuit for Delaware River Claims for Natural Resource Damages against Solvay until a Natural Resources Damages Assessment ("NRDA") that includes miles 79 through 105 of the Delaware River has been completed by one or more of the applicable trustees under applicable Federal or State law or regulation and the trustee(s)' determination of Solvay's potential liability for Natural Resource Damages has been made pursuant to a procedure that allows for participation (*e.g.*, comment) by Solvay.

47. Solvay specifically waives any defenses to the Department refiling the Delaware River Claims based on any statute of limitation or repose, laches, estoppel, waiver, entire controversy doctrine, or other equitable defenses based upon the running or expiration of any time period. In any subsequent administrative or judicial proceeding initiated by Plaintiffs for injunctive relief, recovery of costs and/or damages, or other relief concerning the Site, to the extent such proceeding is not barred and/or foreclosed by this JCO, Solvay 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, the entire controversy doctrine, or other defenses based on any contention that the claims Plaintiffs raise in the subsequent proceeding were or should have been brought in this case. Nothing in this Paragraph, however, affects the enforceability of the covenants set forth in this JCO.

48. Solvay understands and agrees that it will not pursue any claim against any State or local governmental entities or any State or local quasi-governmental entities for contribution for the payments made in Paragraph 4 and the work to be performed pursuant to the required Remediation Activities, except where Solvay is named as a defendant or third-party defendant in an action that includes any such State or local governmental entity or any such State or local quasi-governmental entity, in which case Solvay may assert a cross-claim or counter-claim against such entity.

49. Plaintiffs reserve, and this JCO is without prejudice to, all rights against Solvay concerning all matters not addressed in this JCO, including but not limited to applicable State and federal laws and regulatory requirements, including permitting.

50. Nothing in this JCO shall be construed as precluding Plaintiffs from taking any action they deem necessary or appropriate to protect public health and safety and the environment,

and to enforce the environmental laws of the State, to the extent those actions are not inconsistent with this JCO, or any resolution of liability effected hereby.

51. Nothing in the JCO shall limit the Department's right or ability to seek to have Solvay take any action consistent with the Department's powers and authorities to evaluate, minimize, control, or eliminate PFAS releases that occur after the Effective Date. The Department acknowledges that the Remediation Activities that Solvay will undertake and the Remedial Projects that it will fund pursuant to the JCO may also remediate releases that occur after the Effective Date and agrees to consider same in seeking to require that Solvay take action to address any releases after the Effective Date.

52. Solvay reserves, and this JCO is without prejudice to, all rights against Plaintiffs and defenses to actions brought by Plaintiffs against Solvay concerning all matters not addressed in this JCO.

53. Except as otherwise set forth in this JCO, nothing in this JCO shall waive or impair any rights or defenses that Solvay or Plaintiffs may have.

54. Solvay understands and agrees that the resolution of its remediation obligations in this JCO is contingent on the completion of the Remediation Activities described in the JCO. Solvay's failure to comply with its remediation obligations may give rise to additional liability to the extent that such noncompliance violates the JCO.

XIII. CONTRIBUTION PROTECTION

55. Upon entry by the Court, this JCO shall constitute a judicially approved settlement within the meaning of N.J.S.A. 58:10-23.11f.a(2)(b) and 42 U.S.C. § 9613(f)(2) for purposes of providing protection from contribution actions addressing State trustee-settled Natural Resource Damages. The Parties agree, and the Court by entering this JCO so intends, that once Solvay makes the payment required by Paragraph 4(b), Solvay will have resolved its liability for Natural

Resource Damages to the State's natural resource trustee. Solvay shall not be liable for claims for contribution for Natural Resource Damages to the fullest extent permitted under law, including but not limited to third-party contribution actions under N.J.S.A. 58:10-23.11f.a(2)(a), 42 U.S.C. § 9613(f), and 42 U.S.C. § 9622(h)(4).

56. As set forth in Paragraph 62, Plaintiffs acknowledge that Solvay's agreement to complete the Remediation Activities, establish an RFS sufficient to complete all of the Remediation Activities, together with its making the payments set forth in Paragraphs 4(a) and 4(b) of this JCO, including funding the Remedial Projects, satisfies fully Solvay's remediation obligations, including liability to the State of New Jersey for remediation costs, for Discharges. As a result, upon entry by the Court, this JCO shall constitute a judicially approved settlement within the meaning of N.J.S.A. 58:10-23.11f.a(2)(b) and 42 U.S.C. § 9613(f)(2) for purposes of providing protection from contribution actions or contribution claims related to the Discharges, and from contribution actions or contribution claims related to any of the Remediation Activities or Remedial Projects, all to the fullest extent provided for in N.J.S.A. 58:10-23.11f.a(2)(b) and 42 U.S.C. § 9613(f)(2) (collectively, the "Contribution Claims"), except as previously addressed in Paragraph 46. Solvay shall not be liable for any Contribution Claims to the fullest extent permitted under law, including but not limited to third-party contribution actions or contribution claims under N.J.S.A. 58:10-23.11f.a(2)(a), 42 U.S.C. § 9613(f), and 42 U.S.C. § 9622(h)(4). Notwithstanding the preceding, however, the Parties agree, and the Court by entering this JCO so intends, that this JCO should not limit or provide protection from claims for personal injury damages, private party property damage, or medical monitoring, except with respect to costs to test and treat water from a well eligible for testing and/or treatment under Paragraph 15 or 16 of this JCO.

57. Nothing in this JCO shall be construed to create any rights in, or grant any cause of action to, any person not a party to this JCO.

58. Nothing in this JCO shall be construed to release Solvay from any liability it may have to third parties, except as specifically provided herein.

59. Nothing in this JCO shall be construed to, nor is intended by the Parties to, limit in any way the liability of any third party, except with respect to Solvay's current and former corporate officers, directors, employees, agents, predecessors, parents, successors, affiliates, and subsidiaries as provided for in Paragraph 45.

XIV. NO ADMISSIONS OF LIABILITY

60. This JCO shall not be used as evidence in any other litigation or future proceedings other than in a proceeding to enforce the terms hereof, any other proceeding involving the contribution protections provided by this JCO, or any contribution action brought by Solvay.

61. No part of this JCO, nor the JCO as a whole, nor any activity taken by Solvay pursuant to this JCO, shall constitute, nor shall be interpreted or used as, an admission of fault, liability, law, or fact, nor shall this JCO or any Section or Paragraph thereof be admissible in any proceeding or hearing as an admission, except to the extent necessary for Solvay or Plaintiffs to enforce the provisions of this JCO or to establish the scope of the release or contribution protection provisions of this JCO.

XV. EFFECT OF SETTLEMENT

62. Plaintiffs acknowledge and agree that Solvay's Remediation Activities and establishment of an RFS sufficient to complete all of the Remediation Activities, together with its making the payments set forth in Paragraph 4 of this JCO, including funding the Remedial Projects, compensates the public for at least Solvay's fair share of any and all Natural Resource Damages, except to the Delaware River, caused by any Discharge, and satisfies fully Solvay's remediation

obligations related to such Discharges, except with respect to the Delaware River Claims. Plaintiffs therefore find and agree that the compensation and commitments provided in the JCO constitute at least Solvay's fair share of Natural Resource Damages and remediation obligations with respect to Discharges, except with respect to the Delaware River.

63. The Parties acknowledge and agree that Solvay's Remediation Activities, together with Solvay's payment for the Remedial Projects pursuant to Paragraph 4(c), will result in remediation of certain Discharges by the Site's prior owner. The Parties acknowledge and agree that Solvay's Remediation Activities and establishment of an RFS sufficient to complete the Remediation Activities, together with Solvay's payments set forth in Paragraph 4 of this JCO, including funding the Remedial Projects, are not intended to and do not extinguish Plaintiffs' claims against Arkema Inc. for Natural Resource Damages and remediation obligations. The Parties further agree that nothing herein is intended to modify Arkema Inc.'s potential joint and several liability for any and all causes of action in any way arising out of or relating to the Discharges, including but not limited to claims for Natural Resource Damages and remediation.

XVI. JUDICIAL CONSENT ORDER PROCESS

64. This Judicial Consent Order has been subject to public notice and comment as required by Paragraphs 65 through 67 below.

65. In accordance with N.J.S.A. 58:10-23.11e2, Plaintiffs published notice of this JCO (*i.e.*, proposed Judicial Consent Order) in the *New Jersey Register*, published a copy of the proposed JCO on the Department's website, and arranged for notice, as described in Paragraphs 65 through 67, to other potentially responsible parties. The following information was included in such notice:

- a. The name and location of the Site;
- b. the caption of this case;

- c. the name of the Settling Party;
- d. a summary of the terms of this JCO;
- e. that a copy of the proposed JCO was available on the Department's website;

and

- f. that there were sixty (60) days to comment on the proposed JCO.

66. The Department arranged for written notice of this JCO to all other potentially responsible parties of whom the Department had notice as of the date that the notice was published in the *New Jersey Register*.

67. In fulfillment of N.J.S.A. 58:10-23.11e2, the Parties have provided written notice of this JCO to all other parties in the Lawsuit and to other potentially responsible parties by:

- a. The settling Defendant (*i.e.*, Solvay) publishing notice in the following newspapers:

- i. *Burlington County Times*;
- ii. *Courier Post*;
- iii. *The Haddonfield Sun*; and
- iv. *South Jersey Times* (NJ.com);

and

- b. Plaintiffs distributing a copy of the *New Jersey Register* Notice via the Site Remediation Program's and the Office of Natural Resource Restoration's websites, which the public can access at <http://www.nj.gov/dep/srp/legal/> and <http://www.nj.gov/dep/nrr/settlements/index.html>, respectively.

68. This notice is deemed compliant with the notice requirement of N.J.S.A. 58:10-23.11e2.

69. Upon conclusion of the 60-day comment period set forth in Paragraph 65(f), the Department notified Solvay that:

a. the Department received no comments that disclosed facts or considerations that indicated to the Department, in its sole discretion, that this JCO was inappropriate, improper, or inadequate; or

b. the Department received comments that disclosed facts or considerations that indicated to the Department, in its sole discretion, that this JCO required amendment or was inappropriate.

70. If, as set forth in Paragraph 69(b), the Department notified Solvay that it believed this JCO required amendment or should be voided, the Department provided Solvay with the specifics of those draft amendments and provided Solvay with a revised version of this JCO incorporating the amendments or with a notification that the Department had determined preliminarily that this JCO should be voided. Solvay had an opportunity to respond to the Department's revised version of this JCO incorporating the amendments or to the Department's preliminary determination that this JCO should be voided, and the Department gave consideration to Solvay's response with respect to the amended JCO or objections to the Department's preliminary determination that this JCO should be voided. The Department did not make any final decision that this JCO should be voided until the Department worked in good faith with Solvay to address the public comments that the Department received.

XVII. GENERAL PROVISIONS

71. This JCO will constitute the final, complete, and exclusive agreement and understanding between Plaintiffs and Solvay with respect to the settlement embodied in this JCO. Plaintiffs and Solvay acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those that are expressly contained in this JCO.

72. This JCO shall be governed and interpreted under the laws of the State of New Jersey.

73. This JCO shall be binding on Solvay, its successors, assignees and any trustee in bankruptcy or receiver appointed pursuant to a proceeding in law or equity. Solvay represents to the Department that an expected restructuring of its direct and indirect parents is expected in 2023 that will not include a change in the direct ownership of the Site. No change in the ownership or corporate status of Solvay, or the ownership of the Site, shall alter Solvay's responsibilities under this JCO. The Parties agree that (i) this JCO may be attached to Solvay's Remediation Certification to meet the requirements of N.J.A.C. 7:26B-3.3(c)(1), (c)(2)(iii), (c)(2)(v), (c)(2)(vi), (c)(3), and (c)(4), to the extent such requirements apply; and (ii) Solvay's establishment and maintenance of an RFS pursuant to Paragraphs 6 through 9 satisfies Solvay's RFS requirements of N.J.A.C. 7:26B-3.4. An amended Remediation Certification will be submitted by Solvay if this JCO does not become final and unappealable.

74. Dispute Resolution: Any dispute between the Parties regarding, related to, or arising out of this JCO shall be submitted to mediation on an expedited basis before a retired judge of a New Jersey State or New Jersey Federal Court to be mutually agreed upon by the Parties. If such mediation is unsuccessful within 90 days, the dispute will be submitted to a court of competent jurisdiction. In such an event, the terms of this JCO shall be interpreted in accordance with the standards governing the interpretation of contracts, and each of the Department's remediation determinations not otherwise agreed to in this JCO shall be reviewed under the arbitrary, capricious, or unreasonable standard ordinarily applied during judicial review of such determinations in other contexts.

75. Solvay and Plaintiffs agree to cooperate, in good faith, to effectuate the terms of the JCO, including in Solvay's performance of the Remediation Activities, assisting with the administration of the JCO, and aiding in any public notice requirements as set forth in Paragraphs 65 through 67.

76. The Parties to this JCO agree, upon entry, not to contest the terms or conditions described in this JCO, except that the Parties do not waive their rights to contest the interpretation or application of such terms and conditions in an action or proceeding brought to enforce this JCO pursuant to the dispute resolution process provided for in Paragraph 74 of this JCO.

**XVIII. SOLVAY'S RESPONSE TO THE
DEPARTMENT'S INFORMATION REQUESTS**

77. The Department requested, and Solvay provided, the following documents and information:

- a. Documents in Solvay's possession, custody, or control sufficient to estimate the amounts of all legacy and Alternative PFAS released from the Site since 1990;
- b. A report summarizing, to the best of Solvay's knowledge, the locations of off-site placement or disposal of all PFAS-containing waste from the Site, including residuals from wastewater treatment;
- c. Documents in Solvay's possession, custody, or control sufficient to show all legacy and Alternative PFAS products used at the Site over time and documents sufficient to show the chemical composition of the lots of Alternative PFAS used at the Site over time, and a list of the processes run using those products at the Site over time; and

d. Documents sufficient to show the analyses on which the biomonitoring and health effects results described in letter from Solvay to USEPA, dated December 23, 2019, were based.

78. Solvay has taken significant steps to reduce its impacts from PFAS at and from ongoing Site operations (if any), including but not limited to ceasing the use of all PFAS as process aids at the Site and installing treatment systems to treat PFAS on each of its wastewater effluent streams. In its continuing efforts to mitigate PFAS impacts from ongoing Site operations (if any), except with respect to discharges permitted pursuant to NJPDES Permit No. NJ0005185, Solvay agrees to undertake an evaluation, including without limitation the collection of data (to the extent reasonably feasible), of the continued presence and discharge (including emissions) of PFAS within and from its ongoing Site operations and report the results to the Department within 12 months of the Effective Date, after which Solvay and the Department will meet to discuss any additional measures that may or may not be appropriate to mitigate PFAS releases that occur after the Effective Date (if any) provided that such discussion consider, among other issues, the significance of such PFAS impacts from ongoing Site operations (if any), the steps already taken and to be taken under this JCO by Solvay to mitigate such PFAS impacts from ongoing Site operations, and the economic feasibility of such steps.

79. Solvay shall provide the Department with at least 50 grams of each remaining lot of Surflon® in Solvay's possession, custody, or control within 60 days of the Department's request for such samples. Concurrent with Solvay's delivery of the samples, Solvay shall also provide the Department with the lot number and certificate of analysis for each lot of Surflon® it provides, to the extent such certificates of analysis are available.

80. Solvay shall make good faith efforts to provide the Department or the Department's contractor(s) retained to perform the studies set forth in Paragraph 26(j) with at least 60 grams of MFS and at least 60 grams of BFS to conduct such studies within 60 days of the Department's request(s) for such MFS and BFS samples. Concurrent with Solvay's delivery of the samples, Solvay shall also provide the Department with the lot number, product name, and certificate of analysis for each lot of MFS and/or BFS that it provides, to the extent such certificates of analysis are available.

XIX. RETENTION OF JURISDICTION

81. This Court retains jurisdiction over both the subject matter of this JCO and the Parties for the duration of the performance of the terms and provisions of this JCO for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate to effectuate or enforce compliance with its terms.

XX. MODIFICATION

82. No modification or waiver of this JCO shall be valid except by written amendment, duly executed by both Solvay and the Department and approved by the Court.

XXI. ENTRY OF THIS JCO

83. Solvay has consented to the entry of this JCO without further notice after the comment period specified in Paragraph 65(f).

84. Upon conclusion of Plaintiffs' review of any public comments received as a result of the notice described in Paragraphs 65 through 67 above, Plaintiffs shall promptly submit this JCO to the Court for entry.

85. If for any reason the Court should decline to approve this JCO 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 among the Parties or third parties.

XXII. SIGNATORIES/SERVICE

86. Each undersigned representative of each Party certifies that he or she is authorized to enter into the terms and conditions of this JCO, and to execute and legally bind such Party to this JCO.


87. This JCO may be signed and dated in any number of counterparts, each of which shall be an original, and such counterparts shall together be one and the same JCO.

88. The Parties agree that this JCO was negotiated fairly between the Parties at arm's length and that the final terms of this JCO shall be deemed to have been jointly and equally drafted by them, and that the provisions of this JCO therefore should not be construed against either Party on the grounds that the Party drafted, or was more responsible for drafting, the provision(s).

SO ORDERED this __ day of _____:

The Honorable Robert G. Malestein, J.S.C.

THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION CONSENTS
TO THE FORM AND ENTRY OF THIS ORDER

By: 
David E. Haymes, Assistant Commissioner

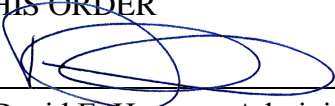
Dated: January 26, 2024

THE COMMISSIONER OF THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL
PROTECTION CONSENTS TO THE FORM AND ENTRY OF THIS ORDER

By: _____
Shawn M. LaTourette, Commissioner

Dated: _____

THE ADMINISTRATOR OF THE NEW JERSEY SPILL COMPENSATION FUND
CONSENTS TO THE FORM AND ENTRY OF THIS ORDER

By: 
David E. Haymes, Administrator

Dated: January 26, 2024

MATTHEW J. PLATKIN
ATTORNEY GENERAL
OF NEW JERSEY
Attorney for Plaintiffs

By: _____
Gwen Farley, Esq.
Deputy Attorney General

THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION CONSENTS
TO THE FORM AND ENTRY OF THIS ORDER

By: _____

Dated: _____

THE COMMISSIONER OF THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL
PROTECTION CONSENTS TO THE FORM AND ENTRY OF THIS ORDER

By:  _____

Dated: January 26, 2024 _____

THE ADMINISTRATOR OF THE NEW JERSEY SPILL COMPENSATION FUND
CONSENTS TO THE FORM AND ENTRY OF THIS ORDER

By: _____

Dated: _____

MATTHEW J. PLATKIN
ATTORNEY GENERAL
OF NEW JERSEY
Attorney for Plaintiffs

By: _____
Gwen Farley, Esq.
Deputy Attorney General

THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION CONSENTS
TO THE FORM AND ENTRY OF THIS ORDER

By: _____

Dated: _____

THE COMMISSIONER OF THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL
PROTECTION CONSENTS TO THE FORM AND ENTRY OF THIS ORDER

By: _____

Dated: _____

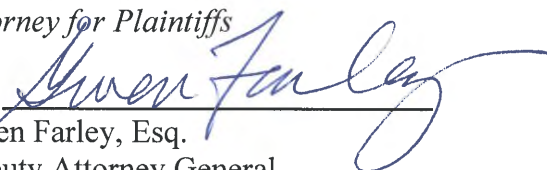
THE ADMINISTRATOR OF THE NEW JERSEY SPILL COMPENSATION FUND
CONSENTS TO THE FORM AND ENTRY OF THIS ORDER

By: _____

Dated: _____

MATTHEW J. PLATKIN
ATTORNEY GENERAL
OF NEW JERSEY

Attorney for Plaintiffs

By: 
Gwen Farley, Esq.
Deputy Attorney General

SOLVAY SPECIALTY POLYMERS, USA, LLC CONSENTS TO THE FORM AND ENTRY
OF THIS ORDER

DocuSigned by:
Charles Morris
By: 372A0A34ECFA436...
Charles Morris, Secretary

Dated: 31 January 2024 | 22:54 CET

Appendix A. West Deptford Private Potable Wells and Public Supply Wells

Private Well Location	Town
1089 Kings Highway	West Deptford
101 River Road Drive	West Deptford
103 River Road Drive	West Deptford
105 River Road Drive	West Deptford
107 River Road Drive	West Deptford
108 River Road Drive	West Deptford
109 River Road Drive	West Deptford
111 River Road Drive	West Deptford
112 River Road Drive	West Deptford
114 River Road Drive	West Deptford
116 River Road Drive	West Deptford
118 River Road Drive	West Deptford
6 Hillside Road	West Deptford
10 Hillside Road	West Deptford
12 Hillside Road	West Deptford
14 Hillside Road	West Deptford
175 Ogden Station Road	West Deptford
201 Ogden Station Road	West Deptford
202 Ogden Station Road	West Deptford
203 Ogden Station Road	West Deptford
204 Ogden Station Road	West Deptford
205 Ogden Station Road	West Deptford
209 Ogden Station Road	West Deptford
210 Ogden Station Road	West Deptford
211 Ogden Station Road	West Deptford
212 Ogden Station Road	West Deptford
213 Ogden Station Road	West Deptford
214 Ogden Station Road	West Deptford
221 Ogden Station Road	West Deptford
820 Kings Highway	West Deptford
852 Kings Highway	West Deptford
950 Jessup Road	West Deptford
1052 Kings Highway	West Deptford
1 Crown Point Road	West Deptford
6 Shannon Lane	West Deptford
671 Mantua Pike	West Deptford

Appendix A. West Deptford Private Potable Wells and Public Supply Wells

667 Mantua Pike	West Deptford
759 Mantua Pike	West Deptford
1121 Mantua Pike	West Deptford
1686 Crown Point Road	West Deptford
1692 Crown Point Road	West Deptford
1752 Crown Point Road	West Deptford
399 Jessup Road	West Deptford
290 Parkville Station Road	West Deptford
18 Hillside Road	West Deptford

Public Supply Well	PWSID
West Deptford Well #3	NJ0820001
West Deptford Well #4	NJ0820001
West Deptford Well #5	NJ0820001
West Deptford Well #6	NJ0820001
West Deptford Well #7	NJ0820001
West Deptford Well #8	NJ0820001

Notes:

(1) Twenty one (21) locations in West Deptford that were previously identified and sampled have been intentionally omitted from this Appendix because they are now connected to the West Deptford municipal water system. These locations include: 1822 Second Ave., 1 Clement Drive, 2 Clement Drive, 4 Clement Drive, 619 Mantua Grove Road, 639 Mantua Grove Road, 643 Mantua Grove Road, 346-348 Parkville Station Road, 350-352 Parkville Station Road, 296 Ogden Station Road, 1043 Kings Highway, 1018 Kings Highway, 1024 Kings Highway, 1030 Kings Highway, 1056 Kings Highway, 1062 Kings Highway, 951-953 Kings Highway, 963 Kings Highway, 965 Kings Highway, 1098 Jessup Road, and 631 Mantua Grove Road.

(2) Four (4) locations are scheduled for water line installation pursuant to West Deptford Resolution 2021-173 and sampling may not be possible. These locations are: 671 Mantua Pike, 1686 Crown Point Road, 1752 Crown Point Road, and 399 Jessup Road.

(3) The inclusion of any given well in this Appendix is not intended to be, and is not, an admission of any liability for or responsibility over such well by Solvay.

(4) The inclusion of any given address in this Appendix is not intended to, and does not, constitute an admission that the address is associated with a well that qualifies as a "well" or a "Public Supply Well" within the meaning of the JCO.

Appendix B. Potable Wells Addressed by Paragraph 16 of the JCO

Permit No.	Well Use	County	Municipality	Block	Lot	Physical Address
3100001768	Domestic	Camden	Bellmawr Boro			CREEK RD
3100000861	Domestic	Camden	Bellmawr Boro			UNKNOWN
3100003527	Domestic	Camden	Bellmawr Boro			
3100017655	Domestic	Camden	Bellmawr Boro	48	5	
3100017656	Domestic	Camden	Bellmawr Boro	48	5	
3100002609	Domestic	Camden	Brooklawn Boro			UNKNOWN
3100027433	Domestic	Gloucester	Deptford Twp	36	8 & 12	RD 1 BOX 1714
3100015479	Domestic	Gloucester	Deptford Twp	346	7N	CURTIS AVE
3100004142	Domestic	Gloucester	Deptford Twp			BOX 344, POPLAR AVE
3100003612	Domestic	Gloucester	Deptford Twp			FIRST AVE
3100003053	Domestic	Gloucester	Deptford Twp			UNKNOWN
3100002900	Domestic	Gloucester	Deptford Twp			UNKNOWN
3100001671	Domestic	Gloucester	Deptford Twp			RT 1 130 & GALLAGHER AVE`
3100001175	Domestic	Gloucester	Deptford Twp			UNKNOWN
3100000991	Domestic	Gloucester	Deptford Twp			UNKNOWN
3100000652	Domestic	Gloucester	Deptford Twp			UNKNOWN
3100000291	Domestic	Gloucester	Deptford Twp			UNKNOWN
3100000048	Domestic	Gloucester	Deptford Twp			UNKNOWN
3000000244	Domestic	Gloucester	Deptford Twp			UNKNOWN
3100001460	Domestic	Gloucester	Deptford Twp			29 SPRUCE STREET
3100001623	Domestic	Gloucester	Deptford Twp			PARKVILLE STATION RD
3100002027	Domestic	Gloucester	Deptford Twp			
3100002047	Domestic	Gloucester	Deptford Twp			
3100003231	Domestic	Gloucester	Deptford Twp			
3100003474	Domestic	Gloucester	Deptford Twp			
3100003636	Domestic	Gloucester	Deptford Twp			
3100003710	Domestic	Gloucester	Deptford Twp			
3100004045	Domestic	Gloucester	Deptford Twp			
3100004118	Domestic	Gloucester	Deptford Twp			
3100004202	Domestic	Gloucester	Deptford Twp			
3100005016	Domestic	Gloucester	Deptford Twp			
3100006083	Domestic	Gloucester	Deptford Twp			
3100006084	Domestic	Gloucester	Deptford Twp			
3100006453	Domestic	Gloucester	Deptford Twp			

Appendix B. Potable Wells Addressed by Paragraph 16 of the JCO

3100008031	Domestic	Gloucester	Deptford Twp				
3100009985	Domestic	Gloucester	Deptford Twp	62	3		
3100014567	Domestic	Gloucester	Deptford Twp	39	12		
3100022044	Domestic	Gloucester	Deptford Twp	75	14		
3100061682	Domestic	Gloucester	East Greenwich Twp	1404	6.14	FAWN MEADOWS DR	
3000019617	Domestic	Gloucester	East Greenwich Twp	204	35	232 HARMONY RD & HUFF LANE	
	Replacement						
3000015437	Domestic	Gloucester	East Greenwich Twp	402	2.01	268 WHISKEY MILL RD	
	Replacement						
3000015161	Domestic	Gloucester	East Greenwich Twp	205	4	170 TIMBERLAND RD	
3000004674	Domestic	Gloucester	East Greenwich Twp	401	P/O 6	WHISKEY MILL ROAD	
3000003629	Domestic	Gloucester	East Greenwich Twp	202	1	SWEDESBORO AVE	
3000003628	Domestic	Gloucester	East Greenwich Twp	202	1	SWEDESBORO AVE	
3000003287	Domestic	Gloucester	East Greenwich Twp	401	P024	90 BERKLEY RD	
3000002927	Domestic	Gloucester	East Greenwich Twp	204	31	TIMBERLINE ROAD	
3000001710	Domestic	Gloucester	East Greenwich Twp	402	P/O 2	268 WHISKEY MILL RD	
3000000572	Domestic	Gloucester	East Greenwich Twp	401	20	LANDING RD	
3000000575	Domestic	Gloucester	East Greenwich Twp				
3000001017	Domestic	Gloucester	East Greenwich Twp				
3000001169	Domestic	Gloucester	East Greenwich Twp				
3000001172	Domestic	Gloucester	East Greenwich Twp				
3000001375	Domestic	Gloucester	East Greenwich Twp				
3000001381	Domestic	Gloucester	East Greenwich Twp				
3000001382	Domestic	Gloucester	East Greenwich Twp				
3000001388	Domestic	Gloucester	East Greenwich Twp				
3000003306	Domestic	Gloucester	East Greenwich Twp	602	20F		
3100020991	Domestic	Camden	Gloucester City	222	7	ROUTE 130	
	Replacement						
3100003493	Domestic	Camden	Gloucester City			HIGHLAND BLVD	
3100000332	Domestic	Camden	Gloucester City			WESTON AVENUE AND MILLER AVENUE	
3100011690	Domestic	Gloucester	Greenwich Twp	255	1	631 SWEDESBORO ROAD (CTY. RTE 653)	
3100010356	Domestic	Gloucester	Greenwich Twp	263	7YA	TOMLIN STATION ROAD	
3000019179	Domestic	Gloucester	Greenwich Twp	260	2.01	437 SWEDESBORO AVENUE	
3000018536	Domestic	Gloucester	Greenwich Twp	263	5	540 TOMLIN STATION ROAD	
	Replacement						

Appendix B. Potable Wells Addressed by Paragraph 16 of the JCO

3000017862	Domestic Replacement	Gloucester	Greenwich Twp	250	5	350 TOMLIN STATION ROAD
3000015705	Domestic Replacement	Gloucester	Greenwich Twp	2	10	332 FLOODGATE RD
3000013352	Domestic Replacement	Gloucester	Greenwich Twp	24B	1.01	401 TOMLIN STATION RD
3000011800	Domestic	Gloucester	Greenwich Twp	263	3.1	635 SWEESBORO RD.
3000011282	Domestic Replacement	Gloucester	Greenwich Twp	24B	1.01	401 TOMLIN STATION RD.
3000009468	Domestic Replacement	Gloucester	Greenwich Twp	255	4	659 SWEDESBORO ROAD
3000009270	Domestic Replacement	Gloucester	Greenwich Twp	263	6	546 TOMLIN STATION RD
3000009055	Domestic Replacement	Gloucester	Greenwich Twp	260	4	437 SWEDESBORO AVENUE
3000008771	Domestic Replacement	Gloucester	Greenwich Twp	264	1	575 TOMLIN STATION ROAD
3000007820	Domestic Replacement	Gloucester	Greenwich Twp	172	11	175 MARSHALL AVENUE
3000007691	Domestic Replacement	Gloucester	Greenwich Twp	255	1	631 SWEDESBORO
3000006747	Domestic	Gloucester	Greenwich Twp	263	2.2	TOMLIN STATION ROAD
3000006474	Domestic	Gloucester	Greenwich Twp	263	P/O 3	TOMLIN STATION ROAD
3000006471	Domestic Replacement	Gloucester	Greenwich Twp	2	9	113 FLOOD GATE ROAD
3000005703	Domestic	Gloucester	Greenwich Twp	263	3	PAULSBORO SWEDESBORO ROAD
3000005647	Domestic	Gloucester	Greenwich Twp	263	4	PAULSBORO SWEDESBORO ROAD
3000005375	Domestic	Gloucester	Greenwich Twp	263	2	TOMLIN STATION
3000005236	Domestic	Gloucester	Greenwich Twp	262	1	700 SWEDESBORO RD
3000002664	Domestic	Gloucester	Greenwich Twp	2	15	FLOODGATE ROAD
3000002328	Domestic	Gloucester	Greenwich Twp	201	22	CTY RT 658
3000001834	Domestic	Gloucester	Greenwich Twp	261	2	SWEDESBORO ROAD
3000001519	Domestic	Gloucester	Greenwich Twp	255	2	SWEDESBORO ROAD - CTY. RTE. 653
3000000697	Domestic	Gloucester	Greenwich Twp			LANDING RD
3000000684	Domestic	Gloucester	Greenwich Twp			SWEDESBORO RD-CTY RT 653

3000000593	Domestic	Gloucester	Greenwich Twp						TOMLIN STATION ROAD
3000000297	Domestic	Gloucester	Greenwich Twp						SWEDSBORO AVE
3000000049	Domestic	Gloucester	Greenwich Twp				1	25	BILLINGSPO RT ROAD
3000000036	Domestic	Gloucester	Greenwich Twp						HARMONY RD & SWEDSBORO RD-CTY RT 653
3000001422	Domestic	Gloucester	Greenwich Twp						
3000018977	Domestic	Gloucester	Greenwich Twp			260	2		441 SWEDESBO RO AVE.
E202210964	Domestic	Gloucester	Greenwich Twp			263	3.01		635 SWEDESBO RO AVENUE
E202207123	Domestic	Gloucester	Logan Twp			403	2		302 FLOODGATE RD.
3000014241	Domestic	Gloucester	Logan Twp			34.01	8		FLOODGATE RD., RD. 8 BOX
	Replacement								
30000006753	Domestic	Gloucester	Logan Twp			34	7		FLOODGATE ROAD
3000002480	Domestic	Gloucester	Logan Twp			34A	10A		FLOODGATE RD
3000002326	Domestic	Gloucester	Logan Twp			33	9 YA		ROUTE 44 & FLOODGATE RD
3000002016	Domestic	Gloucester	Logan Twp			34A	5		FLOODGATE RD
3000012114	Domestic	Gloucester	Logan Twp			33	9		CROWN POINT RD
3100001947	Domestic	Gloucester	Mantua Twp						UNKNOWN
3000002750	Domestic	Gloucester	National Park Boro			346	7L		FIRST STREET
3500011529	Domestic	Gloucester	Paulsboro Boro			6902	45		1132 EAST GROVE STREET
	Replacement								
3000000990	Domestic	Gloucester	Paulsboro Boro						SWEDESBO RO AVE
3000000389	Domestic	Gloucester	Paulsboro Boro						SWEDESBO RO AVE
3000000201	Domestic	Gloucester	Paulsboro Boro						PARADISE RD
3000000043	Domestic	Gloucester	Paulsboro Boro						MANTUA AVE
3000000027	Domestic	Gloucester	Paulsboro Boro						CROWN POINT ROAD
3000000490	Domestic	Gloucester	Paulsboro Boro						
3000000675	Domestic	Gloucester	Paulsboro Boro						
3000000678	Domestic	Gloucester	Paulsboro Boro						
E202100880	Domestic	Gloucester	West Deptford Twp			372	17		118 river road drive
	Replacement								
E201801829	Domestic	Gloucester	West Deptford Twp			371.03	17		101 River Drive Rd
	Replacement								
E201702566	Domestic	Gloucester	West Deptford Twp			372	8		108 River Road Drive
	Replacement								
E201217347	Domestic	Gloucester	West Deptford Twp			370	6		22 Hillside Road

Appendix B. Potable Wells Addressed by Paragraph 16 of the JCO

5100048640	Domestic	Gloucester	West Deptford Twp	433	1	850 KING HIGHWAY
3100071175	Domestic	Gloucester	West Deptford Twp	375	4.01	OGDEN STATION ROAD
3100067691	Domestic	Gloucester	West Deptford Twp	375	4.02	OGDEN STATION RD.
3100064788	Domestic	Gloucester	West Deptford Twp	375	4.03	OGDEN STATION RD
3100061681	Domestic	Gloucester	West Deptford Twp	375	P/O 3	OGDEN STATION RD
3100058324	Domestic	Gloucester	West Deptford Twp	357.03	3	1052 KINGS HWY
	Replacement					
3100052844	Domestic	Gloucester	West Deptford Twp	374	4.021	OGDEN STA RD.
3100049284	Domestic	Gloucester	West Deptford Twp	375	4	OGDEN STATION RD.
3100047759	Domestic	Gloucester	West Deptford Twp	375	3	402 OGDEN ROAD
	Replacement					
3100022145	Domestic	Gloucester	West Deptford Twp	357	13	414 KINGS HIGHWAY
3100022070	Domestic	Gloucester	West Deptford Twp	374	4-B	OGDEN ROAD
	Replacement					
3100019115	Domestic	Gloucester	West Deptford Twp	374	4	OGDEN RD
3100017809	Domestic	Gloucester	West Deptford Twp	357	16	411 KINGS HIGHWAY
3100012823	Domestic	Gloucester	West Deptford Twp	351	12	KINGS HIGHWAY-THOROFARE
3100007218	Domestic	Gloucester	West Deptford Twp			2nd STREET
3100005318	Domestic	Gloucester	West Deptford Twp			GROVE RD
3100004842	Domestic	Gloucester	West Deptford Twp			KINGS HIGHWAY
3100004625	Domestic	Gloucester	West Deptford Twp			UNKNOWN
3100003892	Domestic	Gloucester	West Deptford Twp			WESTVILLE GROVE
3100003538	Domestic	Gloucester	West Deptford Twp			GROVE AVE
3100003209	Domestic	Gloucester	West Deptford Twp			SOMERSET AVE
3100003207	Domestic	Gloucester	West Deptford Twp			120 SPRUCE STREET
3100003094	Domestic	Gloucester	West Deptford Twp			MONMOUTH AVE & DELAWARE AVE
3100003090	Domestic	Gloucester	West Deptford Twp			UNKNOWN
3100002914	Domestic	Gloucester	West Deptford Twp			JESSUP RD
3100002338	Domestic	Gloucester	West Deptford Twp			JESSUP RD
3100001873	Domestic	Gloucester	West Deptford Twp			ROUTE 45
3100001839	Domestic	Gloucester	West Deptford Twp			RT 130
3100001684	Domestic	Gloucester	West Deptford Twp			CROWN POINT RD
3100001683	Domestic	Gloucester	West Deptford Twp			CROWN POINT ROAD
3100001624	Domestic	Gloucester	West Deptford Twp			ODGEN ROAD
3100001159	Domestic	Gloucester	West Deptford Twp			SALEM PIKE

Appendix B. Potable Wells Addressed by Paragraph 16 of the JCO

3100000565	Domestic	Gloucester	West Deptford Twp	UNKNOWN			
3100000441	Domestic	Gloucester	West Deptford Twp	UNKNOWN			
3100000324	Domestic	Gloucester	West Deptford Twp	RED BANK AVE			
3100000184	Domestic	Gloucester	West Deptford Twp	117 DEBOIS AVENUE			
3100000175	Domestic	Gloucester	West Deptford Twp	SALEM PIKE			
3100000105	Domestic	Gloucester	West Deptford Twp	SALEM PIKE			
3100000034	Domestic	Gloucester	West Deptford Twp	UNKNOWN			
3100000030	Domestic	Gloucester	West Deptford Twp	SALEM PIKE BELOW WOODBURY			
3000010567	Domestic	Gloucester	West Deptford Twp	BOX 153 HILLSIDE ROAD	8 & 10	370	
	Replacement						
3000008014	Domestic	Gloucester	West Deptford Twp	KINGS HIGHWAY	1	371	
3000007510	Domestic	Gloucester	West Deptford Twp		17/18/19	371	
	Replacement						
3000006502	Domestic	Gloucester	West Deptford Twp	4 RIVER ROAD DRIVE	21 & 22	371	
3000005655	Domestic	Gloucester	West Deptford Twp	KINGS HWY & HILLSIDE RD	9	370	
3000004678	Domestic	Gloucester	West Deptford Twp	KINGS HIGHWAY (ROUTE 551)	6 & 7	357	
	Replacement						
3000000245	Domestic	Gloucester	West Deptford Twp	PARKVILLE STATION RD			
3000000162	Domestic	Gloucester	West Deptford Twp	LYNN RD			
3000002180	Domestic	Gloucester	West Deptford Twp		13	372	
3000002863	Domestic	Gloucester	West Deptford Twp		5	370	
3100000504	Domestic	Gloucester	West Deptford Twp				
3100001194	Domestic	Gloucester	West Deptford Twp				
3100001256	Domestic	Gloucester	West Deptford Twp				
3100001558	Domestic	Gloucester	West Deptford Twp				
3100001573	Domestic	Gloucester	West Deptford Twp				
3100001715	Domestic	Gloucester	West Deptford Twp				
3100002216	Domestic	Gloucester	West Deptford Twp				
3100003730	Domestic	Gloucester	West Deptford Twp				
3100003760	Domestic	Gloucester	West Deptford Twp				
3100003789	Domestic	Gloucester	West Deptford Twp				
3100003863	Domestic	Gloucester	West Deptford Twp				
3100004027	Domestic	Gloucester	West Deptford Twp				
3100004857	Domestic	Gloucester	West Deptford Twp				
3100007398	Domestic	Gloucester	West Deptford Twp				

Appendix B. Potable Wells Addressed by Paragraph 16 of the JCO

3100007688	Domestic	Gloucester	West Deptford Twp				
3100008512	Domestic	Gloucester	West Deptford Twp				
3100020351	Domestic	Gloucester	West Deptford Twp	342	34B		
3100074984	Domestic	Gloucester	West Deptford Twp	375	4.04		OGDEN STATION RD
3100001761	Domestic	Gloucester	Westville Boro				1ST AVE & SUMMIT AVE
3100000198	Domestic	Gloucester	Westville Boro				CEDAR AVE
3100000193	Domestic	Gloucester	Westville Boro				
3100003837	Domestic	Gloucester	Westville Boro				
3100005362	Domestic	Gloucester	Westville Boro				
3100013777	Domestic	Gloucester	Woodbury City	151B	3		810 EVERGREEN AVE.
3100005313	Domestic	Gloucester	Woodbury City				UNKNOWN
3100004689	Domestic	Gloucester	Woodbury City				FLORENCE AVENUE
3100004595	Domestic	Gloucester	Woodbury City				HUNTER ST
3100001201	Domestic	Gloucester	Woodbury City				BARLOW AVE
3100001021	Domestic	Gloucester	Woodbury City				BRIDGETON PK
3100000787	Domestic	Gloucester	Woodbury City				TATUM ST & OAK ST
3100000915	Domestic	Gloucester	Woodbury City				
3100002950	Domestic	Gloucester	Woodbury City				
3100005327	Domestic	Gloucester	Woodbury City				
E202213272	Domestic	Gloucester	Woodbury Heights Boro	7	3		210 Harding Ave
	Replacement						
3100010995	Domestic	Gloucester	Woodbury Heights Boro	10	7		EVERGREEN AVENUE
3100002669	Domestic	Gloucester	Woodbury Heights Boro				PRINCETON AVE.
3100002007	Domestic	Gloucester	Woodbury Heights Boro				UNKNOWN
3100001452	Domestic	Gloucester	Woodbury Heights Boro				SOUTH EVERGREEN
3100001102	Domestic	Gloucester	Woodbury Heights Boro				ROUTE 45 MANTUA PIKE
3100000645	Domestic	Gloucester	Woodbury Heights Boro				
3100002932	Domestic	Gloucester	Woodbury Heights Boro				
E202206997	Domestic	Gloucester	Woodbury Heights Boro	7	3		210 Harding Avenue
	Replacement						
3100000359	Non-Public	Gloucester	Westville Boro				RT 47
3100000085	Non-Public	Camden	Gloucester City				506 MARKET STREET
3000011862	Non-Public	Gloucester	West Deptford Twp	350	1		ROUTE 44 (CROWN POINT RD)
3000007809	Non-Public	Gloucester	Greenwich Twp	253	5		TOMLIN STATION ROAD
3000007808	Non-Public	Gloucester	Greenwich Twp	253	1		TOMLIN STATION ROAD

Appendix B. Potable Wells Addressed by Paragraph 16 of the JCO

Notes:

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- (1) This list has not been field verified. Following field verification, and by mutual consent of the Parties, wells may be removed from this Appendix. In such an event, Solvay shall have no obligation to sample, treat, and/or remediate any such well under the terms of the JCO.
 - (2) This list has not been field verified and may include wells that are or, after the benefit of field verification, should be listed in another Appendix. To the extent that any well in this Appendix also is listed in another Appendix or, if it is determined upon field verification that the well should have been listed instead in another Appendix, such well shall be governed by the terms of the JCO applicable to that other Appendix, and not by the terms of the JCO applicable to this Appendix.
 - (3) The inclusion of any given well in this Appendix is not intended to be, and is not, an admission of any liability for or responsibility over such well by Solvay.
 - (4) The inclusion of any given address in this Appendix is not intended to, and does not, constitute an admission that the address is associated with a well that qualifies as a "well" or a "Public Supply Well" within the meaning of the JCO.

Appendix C. Public Supply Wells Addressed by Paragraph 26(b) of the JCO

Public Water Supply	PWSID	Town
Bellmawr Water Department - Wells 3 and 6	NJ0404001	Bellmawr
Brooklawn Water Department - Wells 1, 3, and 4	NJ0407001	Brooklawn
East Greenwich Township Water Department - Well 3	NJ0803001	Mt. Royal
Gloucester City Water Department - Wells 40, 41, 42, and 43	NJ0414001	Gloucester City
Greenwich Township Water Department Wells 4 and 6A	NJ0803001	Gibbstown
Greenwich Township Water Department - Well 5	NJ0807001	Gibbstown
National Park Water Department - Wells 5 and 6	NJ0812001	National Park
Paulsboro Water Department - Wells 8 and 9	NJ0814001	Paulsboro
Westville Water Department - Wells 4 , 5, and 6	NJ0821001	Westville
Woodbury City Water Department - Wells 7 and 8	NJ0822001	Woodbury

Notes:

(1) The inclusion of any given well in this Appendix is not intended to be, and is not, an admission of any liability for or responsibility over such well by Solvay.

(2) The inclusion of any given address in this Appendix is not intended to, and does not, constitute an admission that the address is associated with a well that qualifies as a "well" or a "Public Supply Well" within the meaning of the JCO.

Appendix D. Spill Fund Claims

Claim No.	Public Supply Well	Private Well Location	Municipality
18-0026-0002	Paulsboro Water Department - Wells 8 and 9 (PWSID NJ0814001)*		Paulsboro Borough
18-0026-0003	Xylem Dewatering d/b/a Godwin - Well 1 (PWSID NJ0809313)		Logan Township
18-0026-0006	East Greenwich Township Water Department - Well 3 (PWSID NJ0803001)*		East Greenwich
20-0015-0001		671 Mantua Pike^	West Deptford Township
20-0015-0002		42 Jackson Street+	Logan Township
20-0015-0003		548 Route 44+	Logan Township
20-0015-0004		1692 Crown Point Road^	West Deptford Township
20-0015-0005		2045 Cooper Street	Deptford Township
20-0015-0006		665 Swedesboro Road+	Greenwich Township
20-0015-0007		139 Repaupo Station Road+	Swedesboro Borough
20-0015-0008		667 Mantua Pike^	West Deptford Township
20-0015-0009		2731 Oldmans Creek Road	Logan Township
20-0015-0010		625 Swedesboro Road+	Greenwich Township
20-0015-0011		2251 Township Line Road+	Logan Township
20-0015-0012		738 Oak Grove Road+	Logan Township
20-0015-0013		635 Swedesboro Road+	Greenwich Township
20-0015-0014		631 Swedesboro Road+	Greenwich Township
20-0015-0015		36 Jackson Street+	Swedesboro Borough
20-0015-0016		2799 Route 322+	Logan Township
20-0015-0017		2789 Route 322+	Logan Township
20-0015-0018		304 Pedricktown Road+	Logan Township
20-0015-0019		26 Jackson Street+	Logan Township
20-0015-0020		1752 Crown Point Road^	West Deptford Township

Appendix D. Spill Fund Claims

20-0015-0021	288 Floodgate Road+	Logan Township
20-0015-0022	82 Coontown Road+	Logan Township
20-0015-0023	736 Oak Grove Road+	Logan Township

Notes:

(1) Public Supply Wells that are also included in Appendix C are marked with an asterisk " * " .

(2) Locations that are also included in Appendix E are marked with "+".

(3) Locations within West Deptford that are also included in Appendix A are marked with "^". With respect to these four wells, Solvay has agreed to provide the Department with funds to pay for Spill Fund claims as of the Effective Date. After the Effective Date, Solvay will sample and treat these wells in accordance with Paragraph 15 of the JCO.

(4) The inclusion of any given well in this Appendix is not intended to be, and is not, an admission of any liability for or responsibility over such well by Solvay.

(5) The inclusion of any given address in this Appendix is not intended to, and does not, constitute an admission that the address is associated with a well that qualifies as a "well" or a "Public Supply Well" within the meaning of the JCO.

Appendix E. Wells included in 2019 Statewide PFAS Directive or Treated by the Department post-Directive

Private Well Location	Town
9 Nortonville Road	Logan Township
13 Nortonville Road	Logan Township
16 Route 130	Logan Township
104 Route 130	Logan Township
133 Route 130	Logan Township
137 Route 130	Logan Township
139 Route 130	Logan Township
204 Repaupo Station Road	Logan Township
2537 Center Square Road	Logan Township
26 Jackson Street *	Logan Township
32 Jackson Street	Logan Township
42 Jackson Street *	Logan Township
284 Pedricktown Road	Logan Township
286 Pedricktown Road	Logan Township
288 Pedricktown Road	Logan Township
290 Pedricktown Road	Logan Township
300 Pedricktown Road	Logan Township
304 Pedricktown Road *	Logan Township
320 Floodgate Road	Logan Township
324 Floodgate Road	Logan Township
676 Oak Grove Road	Logan Township
736 Oak Grove Road	Logan Township
738 Oak Grove Road *	Logan Township
82 Coontown Road	Logan Township
2510 Oldmans Creek Road	Logan Township
2731 Oldmans Creek Road *	Logan Township
2836 Oldmans Creek Road	Logan Township
2789 Rt. 322 *	Logan Township
2799 Rt. 322 *	Logan Township
2251 Township Line Road *	Logan Township
548 Route 44 *	Logan Township
2045 Cooper Street *	Deptford
139 Repaupo Station Road *	Swedesboro Borough
635 Swedesboro Road	Greenwich Township
659 Swedesboro Road	Greenwich Township
665 Swedesboro Avenue *	Greenwich Township
22 Seminole Lane	Pedricktown (Oldmans Township)
157 Straughns Mill Road	Pedricktown (Oldmans Township)
59 South Railroad Avenue	Pedricktown (Oldmans Township)
405 Tomlin Station Road	Greenwich Township
465 Swedesboro Avenue	Greenwich Township
641 Swedesboro Road	Greenwich Township
656 Swedesboro Road	Greenwich Township
Greenwich Lake Park	Greenwich Township
232 Harmony Road	Mickleton

Appendix E. Wells included in 2019 Statewide PFAS Directive or Treated by the Department post-Directive

Notes:

(1) This Appendix intentionally omits locations within West Deptford that are already included in Appendix A. The locations are: 1752 Crown Point Road and 671 Mantua Pike.

(2) Locations that are also included in Appendix D are marked with an asterisk " * " .

(3) Fourteen (14) locations that were included in the 2019 Directive (as defined in Paragraph 25(e) of the JCO) that are included in Chemours' Residential Well Sampling Program related to Chambers Works are not included in this Appendix. These locations are: 16 Pedricktown-Woodstown Road, 18 Seminole Lane, 6 Seminole Lane, 191A North Railroad Avenue, 158 Straughns Mill Road, 52 Pedricktown-Woodstown Road, 80 Tighe Road, 162 Straughns Mill Road, 379 Perkintown Road, 24 Seminole Lane, 178 Pedricktown-Woodstown Road, 187 North Railroad Avenue, 67 South Railroad Avenue, and 171 Straughns Mill Road.

(4) The inclusion of any given well in this Appendix is not intended to be, and is not, an admission of any liability for or responsibility over such well by Solvay.

(5) The inclusion of any given address in this Appendix is not intended to, and does not, constitute an admission that the address is associated with a well that qualifies as a "well" or a "Public Supply Well" within the meaning of the JCO.

PREPARED BY THE COURT

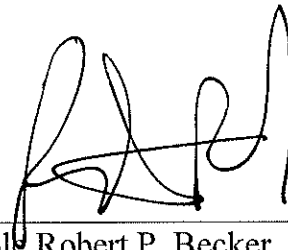
<p>NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION; THE COMMISSIONER OF THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION; and THE ADMINISTRATOR OF THE NEW JERSEY SPILL COMPENSATION FUND,</p> <p>PLAINTIFF,</p> <p>V.</p> <p>SOLVAY SPECIALTY POLYMERS USA, LLC; ARKEMA INC; AND “ABC CORPORATIONS” 1-10 (Names Fictitious)</p> <p>DEFENDANT.</p>	<p>SUPERIOR COURT OF NEW JERSEY</p> <p>CHANCERY DIVISION</p> <p>GLOUCESTER COUNTY</p> <p>DOCKET NO.: GLO-L-1239-20</p> <p><i>CIVIL ACTION</i></p> <p>ORDER</p>
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THIS MATTER, having come before the Court on December 14, 2022, for a motion return date and case management conference in the presence of Gwen Farley, Esq., Briana Dema, Esq., and David Reap, Esq., attorneys for Plaintiff, with Julie Michalski, Esq., Jaren Janghorbani, Esq., John North, Esq., Joo Webb, Esq., Dan Toal, Esq., and Robert Schufton Esq., attorneys for the various Defendants; and for good cause shown and for the reasons placed on the record;

IT IS ON THIS 14th DAY OF DECEMBER, 2022 ORDERED, as follows:

1. Plaintiff's Motion to Reserve Delaware River Claims is **GRANTED**. It is hereby **FURTHER ORDERED** as follows:
2. For the purposes of this Order, the following terms shall have the following meanings:
 - a. “Delaware River” means the river channel and water column, sediments, and other natural resources contained therein;
 - b. “Remediation” has the same meaning as in N.J.A.C. 7:26E-1.8;
 - c. “Restoration” means (1) all primary restoration, which is all necessary actions to return a natural resource to its pre-discharge condition, and (2) all compensatory restoration, which is the replacement of natural resource services and values lost in the interim between the discharge and primary restoration; and
 - d. “Delaware River Claims” mean Plaintiffs’ claims against Solvay and Arkema for the Remediation and Restoration of the Delaware River.

3. All of the Delaware River Claims that could have been brought by Plaintiffs in this action are reserved.
4. This Order relates only to the Delaware River Claims, and thus does not otherwise preclude the pursuit of claims of costs, damages, or other relief in this action, including with respect to any contamination emanating from or related to the West Deptford manufacturing plant that has migrated to and/or impacted other natural resources via a pathway that includes the Delaware River, as set forth in Plaintiffs' Complaint at Paragraph 226.
5. This Order does not explicitly limit discovery in this action. However, the Court may take into account that the Delaware River Claims are reserved when evaluating whether discovery propounded or to be propounded is relevant and proportional to needs of the action pursuant to R. 4:10-2 and other applicable New Jersey law.
6. Defendants shall be permitted to engage in discovery regarding potential third parties and substances, so as to properly defend themselves against Plaintiff's claims.
7. Defendants shall be permitted to seek leave to bring in third parties who discovery reveals contributed to the alleged downstream inland natural resource damages under the Joint Tortfeasors Contribution Act, N.J.S.A. 2A:53A-1 to -5, and under the Spill Act, N.J.S.A. 58:10-23.11 to -23.24.
8. The discovery deadline is extended through January 27, 2023 at the request and agreement of the parties.
9. An interim case management conference will be held on January 27, 2023 at 11:00 am via Zoom. A Zoom link will be provided by the Court.

A handwritten signature in black ink, appearing to read 'R. Becker, Jr.', written over a horizontal line.

Honorable Robert P. Becker, Jr., PJ Ch.

Exhibit 2**ESCROW AGREEMENT
(Basic Three Party Escrow)**

THIS ESCROW AGREEMENT (this "Agreement") is entered into as of [MONTH], [DAY], 2024, by and among Solvay Specialty Polymers USA, LLC ("Party A"), the New Jersey Department of Environmental Protection ("Party B", and together with Party A, sometimes referred to individually as "Party" and collectively as the "Parties"), and JPMorgan Chase Bank, N.A. ("Escrow Agent").

WHEREAS, the Parties have agreed to deposit in escrow certain funds and wish such deposit to be subject to the terms and conditions set forth herein.

1. **Appointment.** The Parties hereby appoint Escrow Agent as their escrow agent for the purposes set forth herein, and Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein.

2. **Fund; Investment.** (a) Party A agrees to deposit with Escrow Agent the sum of \$179,831,963.69 (the "Escrow Deposit"). Escrow Agent shall hold the Escrow Deposit in one or more demand deposit accounts and shall invest and reinvest the Escrow Deposit and all interest or other income thereof (the "Fund") in an interest bearing demand deposit account at JPMorgan Chase Bank, N.A., or a successor investment offered by Escrow Agent. Interest bearing demand deposit accounts have rates of compensation that may vary from time to time as determined by Escrow Agent. No other investment of the Escrow Deposit will be permitted during the term of this Agreement.

(b) Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of moneys held in the Fund or the purchase, sale, retention or other disposition of any investment described herein, and each Party acknowledges that it was not offered any investment, tax or accounting advice or recommendation by Escrow Agent with regard to any investment and has made an independent assessment of the suitability and appropriateness of any investment selected hereunder for purposes of this Agreement. Escrow Agent shall not have any liability for any loss sustained as a result of any investment made pursuant to the terms of this Agreement or as a result of any liquidation of any investment prior to its maturity or for the failure of an Authorized Representative of the Parties to give Escrow Agent instructions to invest or reinvest the Fund. Escrow Agent shall have the right to liquidate any investments held in order to provide funds necessary to make required payments under this Agreement.

(c) All interest or other income earned under this Agreement shall be allocated to the Party who receives such funds and reported, by Escrow Agent to the IRS, or any other taxing authority, on IRS Form 1099 or 1042/1042-S (or other appropriate form) as income earned from the Escrow Deposit by Party A or Party B, as the case may be, at the time of distribution. Escrow Agent shall withhold any taxes it deems appropriate in the absence of proper tax documentation or as required by law, and shall remit such taxes to the appropriate authorities. The Parties hereby represent to Escrow Agent that no other tax withholding or information reporting of any kind is required by Escrow Agent.

(d) The Parties represent and warrant to Escrow Agent that the Fund is not a qualified settlement fund (as defined in U.S. Department of Treasury Reg. § 1.468B-1) and the Parties covenant that they shall not take, fail to take or permit to occur any action or inaction that causes the Fund to become such a qualified settlement fund.

3. **Disposition and Termination.** (a) Escrow Agent shall release the Fund within three (3) Business Days following its receipt of and in accordance with the joint instructions of the Parties in substantially the form of Exhibit A annexed hereto ("Transfer Instructions"). Escrow Agent shall be entitled to conclusively rely upon any such Transfer Instructions.

Notwithstanding anything to the contrary, any instructions in any way related to the transfer or distribution of the Fund must, in order to be deemed delivered and effective, be in writing and executed by both Parties as evidenced by the signatures of the persons signing this Agreement or one of the designated persons as set forth on the Designation of Authorized Representatives attached hereto as Schedule 1-A and 1-B (each an "Authorized Representative"), and delivered to Escrow Agent only by facsimile (as evidenced by a confirmed transmittal to the applicable Party's or Parties' transmitting fax number) or as a Portable Document Format ("PDF") attached to an email only at the fax number or email address set forth in Section 8 below or through an online platform offered by Escrow Agent's escrow services business. Escrow Agent shall not be liable to any Party or other person for refraining from acting upon any instruction for or related to the transfer or distribution of the Fund that does not satisfy the requirements herein. Escrow Agent may rely and act upon the confirmation of anyone purporting to be an Authorized Representative in connection with any of Escrow Agent's verifying callbacks or email confirmations. Notwithstanding anything to the contrary, the Parties acknowledge and agree that Escrow Agent (i) shall have no obligation to take any action in connection with this Agreement on a non-Business Day and any action Escrow Agent may otherwise be required to perform on a

non-Business Day may be performed by Escrow Agent on the following Business Day and (ii) may not transfer or distribute the Fund until Escrow Agent has completed its security procedures.

(b) Each Party authorizes Escrow Agent to use the funds transfer instructions ("Standing Instructions") specified for it in Schedule 3 attached hereto (as may be supplemented from time to time as described below) to disburse any funds due to such Party, without a verifying callback or email confirmation as set forth below.

(c) If any funds transfer instructions other than Standing Instructions are set forth in a permitted instruction from a Party or the Parties in accordance with this Agreement, Escrow Agent shall confirm such funds transfer instructions by a telephone callback or email confirmation to an Authorized Representative of such Party or Parties and thereafter, such funds transfer instructions shall also be considered the applicable Party's Standing Instructions hereunder. To the extent a callback or email confirmation is undertaken, no funds will be disbursed until such confirmation occurs. If multiple disbursements are provided for under this Agreement pursuant to any Standing Instructions, only the date, amount and/or description of payments may change without requiring a telephone callback or email confirmation.

(d) The persons designated as Authorized Representatives and telephone numbers and email addresses for same may be changed only in a writing executed by an Authorized Representative or other duly authorized person of the applicable Party setting forth such changes and actually received by Escrow Agent via facsimile or as a PDF attached to an email or through an online platform offered by Escrow Agent's escrow services business. Escrow Agent may confirm any such change in Authorized Representatives by a telephone callback or email confirmation according to its security procedures.

(e) Escrow Agent and other financial institutions, including any intermediary bank and the beneficiary's bank, may rely upon the identifying number of the beneficiary, the beneficiary's bank or any intermediary bank included in a funds transfer instruction, even if it identifies a person different from the beneficiary, the beneficiary's bank or intermediary bank identified by name. It is understood that the purpose of Escrow Agent's security procedures is to verify the authenticity of, and not to detect errors in, instructions.

(f) As used in this Agreement, "Business Day" shall mean any day other than a Saturday, Sunday or any other day on which Escrow Agent located at the notice address set forth below is authorized or required by law or executive order to remain closed. The Parties acknowledge that the security procedures set forth in this Section 3 are commercially reasonable. Upon delivery of the Fund in full by Escrow Agent, this Agreement shall terminate, and all the related account(s) shall be closed, subject to the provisions of Sections 6 and 7.

(g) Notwithstanding anything to the contrary contained in this Agreement, in the event that an electronic signature is affixed to an instruction issued hereunder to disburse or transfer funds, such instruction may be confirmed by a verifying callback (or email confirmation) to an Authorized Representative.

4. **Escrow Agent.** Escrow Agent shall have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties, including but not limited to any fiduciary duty, shall be implied. Notwithstanding anything to the contrary, Escrow Agent has no knowledge of, nor any obligation to comply with, the terms and conditions of any other agreement, Escrow Agent shall not be responsible for determining the meaning of any capitalized term not entirely defined herein, nor shall Escrow Agent be required to determine if any Party has complied with any other agreement. Notwithstanding the terms of any other agreement, the terms and conditions of this Agreement shall control the actions of Escrow Agent. Escrow Agent may conclusively rely upon any written notice, document, instruction or request delivered by the Parties believed by it to be genuine and to have been signed by an Authorized Representative(s), as applicable, without inquiry and without requiring substantiating evidence of any kind and Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. Any notice, document, instruction or request delivered by a Party but not contemplated under this Agreement may be disregarded by Escrow Agent. ESCROW AGENT SHALL NOT BE LIABLE FOR ANY ACTION TAKEN, SUFFERED OR OMITTED TO BE TAKEN BY IT IN GOOD FAITH EXCEPT TO THE EXTENT THAT ESCROW AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WAS THE CAUSE OF ANY DIRECT LOSS TO EITHER PARTY. Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents. In the event Escrow Agent shall be uncertain, or believes there is some ambiguity, as to its duties or rights hereunder or receives instructions, claims or demands from any Party hereto which in Escrow Agent's judgment conflict with the provisions of this Agreement, or if Escrow Agent receives conflicting instructions from the Parties, Escrow Agent shall be entitled either to: (a) refrain from taking any action until it shall be given (i) a joint written direction executed by Authorized Representatives of the Parties which eliminates such ambiguity or conflict or (ii) a court order issued by a court of competent jurisdiction (it being understood that Escrow Agent shall be entitled conclusively to rely and act upon any such court order and shall have no obligation to determine whether any such court order is final); or (b) file

an action in interpleader. Escrow Agent shall have no duty to solicit any payments which may be due it or any accounts governed by this Agreement, including, without limitation, the Escrow Deposit nor shall Escrow Agent have any duty or obligation to confirm or verify the accuracy or correctness of any amounts deposited with it hereunder. The Parties grant to Escrow Agent a lien and security interest in the Fund in order to secure any indemnification obligations of the Parties or obligation for fees or expenses owed to Escrow Agent hereunder. ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL ESCROW AGENT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS), EVEN IF ESCROW AGENT HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGE AND REGARDLESS OF THE FORM OF ACTION.

5. **Succession.** Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving no less than thirty (30) days advance notice in writing of such resignation to the Parties or may be removed, with or without cause, by the Parties at any time after giving not less than thirty (30) days advance joint written notice to Escrow Agent. Escrow Agent's sole responsibility after such thirty (30) day notice period expires shall be to hold the Fund (without any obligation to reinvest the same) and to deliver the same to a designated substitute escrow agent, if any, appointed by the Parties, or such other person designated by the Parties, or in accordance with the directions of a final court order, at which time of delivery, Escrow Agent's obligations hereunder shall cease and terminate. If prior to the effective resignation or removal date, the Parties have failed to appoint a successor escrow agent, or to instruct Escrow Agent to deliver the Fund to another person as provided above, or if such delivery is contrary to applicable law, at any time on or after the effective resignation date, Escrow Agent may either (a) interplead the Fund with a court located in the State of New Jersey and the costs, expenses and reasonable attorney's fees which are incurred in connection with such proceeding may be charged against and withdrawn from the Fund; or (b) appoint a successor escrow agent of its own choice. Any appointment of a successor escrow agent shall be binding upon the Parties and no appointed successor escrow agent shall be deemed to be an agent of Escrow Agent. Escrow Agent shall deliver the Fund to any appointed successor escrow agent, at which time Escrow Agent's obligations under this Agreement shall cease and terminate. Any entity into which Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business may be transferred, shall be Escrow Agent under this Agreement without further act.

6. **Compensation; Acknowledgment.** The Parties agree jointly and severally to pay Escrow Agent upon execution of this Agreement and from time to time thereafter reasonable compensation for the services to be rendered hereunder, which unless otherwise agreed in writing, shall be as described in Schedule 2. The Parties agree that, notwithstanding anything to the contrary, to the extent any Party deposits such compensation into an account governed by this Agreement, Escrow Agent shall have the right to withdraw such compensation from such account. Each of the Parties further agrees to the disclosures and agreements set forth in Schedule 2.

7. **Indemnification and Reimbursement.** Party A agrees to indemnify, defend, hold harmless, pay or reimburse Escrow Agent and its affiliates and their respective successors, assigns, directors, agents and employees (the "Indemnitees") from and against any and all losses, damages, claims, liabilities, taxes (other than taxes on income earned by an Indemnitee in connection herewith), costs or expenses (including attorney's fees) (collectively "Losses"), resulting directly or indirectly from (a) Escrow Agent's performance of this Agreement, except to the extent that such Losses are finally determined by a court of competent jurisdiction to have been caused by the gross negligence, willful misconduct, or bad faith of such Indemnitee; and (b) Escrow Agent's following, accepting or acting upon any instructions or directions, whether joint or singular, from the Parties received in accordance with this Agreement. The obligations set forth in this Section 7 shall survive the resignation, replacement or removal of Escrow Agent or the termination of this Agreement.

8. **Notices.** Except as otherwise provided in Section 3, all communications hereunder shall be in writing (which may be a PDF attached to an email) and shall be delivered by facsimile, email or overnight courier only to the appropriate fax number, email address, or notice address set forth for each party as follows:

If to Party A:	Solvay Specialty Polymers USA, LLC 504 Carnegie Center Princeton, New Jersey 08540 Attention: Lauren Podesta, Esq., Chief Litigation Counsel Tel No.: (609) 917-0976 Email Address: lauren.podesta@syensqo.com
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With copies to:	Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas Attention: Crystal Parker, Esq.
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Tel No.: (212) 373-3000
Email Address: cparker@paulweiss.com

If to Party B: New Jersey Department of Environmental Protection
401 E. State Street, PO Box 402
Trenton, New Jersey 08625
Attention: Paul Stofa, Esq., Chief Legal Advisor
Tel No.: (609) 940-4330
Email Address: Paul.Stofa@dep.nj.gov

With copies to: New Jersey Division of Law
Richard J. Hughes Justice Complex
25 Market Street, PO Box 093
Trenton, NJ 08625-0093
Attention: Gwen Farley, DAG
Tel. No.: (609) 376-2740
Email Address: Gwen.Farley@law.njoag.gov

If to Escrow Agent: JPMorgan Chase Bank, N.A.
Escrow Services
575 Washington Blvd., Floor 18
Jersey City, New Jersey 07310
Attention: Yusra Ahmed/Kimberly MacFarlane
Fax No.: 212.552.2812
Email Address:
ec.escrow@jpmorgan.com

9. **Compliance with Directives.** In the event that a legal garnishment, attachment, levy, restraining notice, court order or other governmental order (a "Directive") is served with respect to any of the Fund, or the delivery thereof shall be stayed or enjoined by a Directive, Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all such Directives so entered or issued, and in the event that Escrow Agent obeys or complies with any such Directive it shall not be liable to any of the Parties hereto or to any other person by reason of such compliance notwithstanding such Directive be subsequently reversed, modified, annulled, set aside or vacated.

10. **Miscellaneous.** (a) The provisions of this Agreement may be waived, altered, amended or supplemented only by a writing signed by Escrow Agent and the Parties. Neither this Agreement nor any right or interest hereunder may be assigned by any Party without the prior consent of Escrow Agent and the other Party and any assignment in violation of this Agreement shall be ineffective and void. This Agreement shall be governed by and construed under the laws of the State of New Jersey. Each Party and Escrow Agent irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the State of New Jersey. To the extent that in any jurisdiction either Party may now or hereafter be entitled to claim for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process or immunity from liability, such Party shall not claim, and hereby irrevocably waives, such immunity. Escrow Agent and the Parties further hereby knowingly, voluntarily and intentionally irrevocably waive, to the fullest extent permitted by applicable law, any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement.

(b) No party to this Agreement is liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of, acts of God, fire, war, terrorism, floods, strikes, public health emergencies, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control. This Agreement, any Transfer Instructions and any joint instructions from the Parties may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument or instruction, as applicable. This Agreement may be executed and transmitted by facsimile or as a PDF attached to an email and each such execution shall be of the same legal effect, validity and enforceability as a manually executed original, wet-inked signature. If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Parties each represent, warrant and covenant that (i) each document, notice, instruction or request provided by such Party to Escrow Agent shall comply with applicable laws and regulations; (ii) such Party has full power and authority to enter into this Agreement and to perform all of the duties and obligations to be performed by it hereunder; and (iii) the person(s) executing this Agreement on such Party's behalf and certifying

Authorized Representatives in the applicable Schedule 1 has been duly and properly authorized to do so, and each Authorized Representative of such Party has been duly and properly authorized to take actions specified for such person in the applicable Schedule 1. Except as expressly provided in Section 7 above, nothing in this Agreement, whether express or implied, shall be construed to give to any person or entity other than Escrow Agent and the Parties any legal or equitable right, remedy, interest or claim under or in respect of the Fund or this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

PARTY A
SOLVAY SPECIALTY POLYMERS USA, LLC

ESCROW AGENT
JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____
Phone: _____
Email: _____

By: _____
Name: _____
Title: _____

PARTY B
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Name: _____
Title: _____
Phone: _____
Email: _____

EXHIBIT A-1

FORM OF ESCROW RELEASE NOTICE - TRANSFER INSTRUCTIONS

JPMorgan Chase Bank, N.A.
Escrow Services
575 Washington Blvd., Floor 18
Fax No.: 212.552.2812
Email Address: ec.escrow@jpmorgan.com
Attention: Yusra Ahmed/Kimberly MacFarlane

[Date]

Re: Solvay Specialty Polymers USA, LLC and New Jersey Department of Environmental Protection – Escrow Agreement dated []
Escrow Account no. []

Dear Sir/Madam:

We refer to an escrow agreement dated [] by and among Solvay Specialty Polymers USA, LLC (“Party A”), the New Jersey Department of Environmental Protection (“Party B”), and JPMorgan Chase Bank, N.A., as Escrow Agent (the “Escrow Agreement”).

Capitalized terms in this letter that are not otherwise defined shall have the same meaning given to them in the Escrow Agreement.

Pursuant to Section 3(a) of the Escrow Agreement, the Parties instruct Escrow Agent to release [the entirety of the Fund] [the portion of the Fund specified below] to the specified party as instructed below.

[Amount (In writing): [INSERT ONLY IF LESS THAN ENTIRE FUND IS BEING DISBURSED]]

Beneficiary:

City:

Country:

US Instructions:

Bank Name:

Bank Address:

ABA Number:

Credit A/C Name:

Credit A/C #:

Credit A/C Address:

If Applicable:

FFC A/C Name:

FFC A/C #:

FFC A/C Address:

International Instructions:

Bank Name:

Bank Address:

SWIFT Code:

US Pay Through ABA:

Credit A/C Name:

Credit A/C # (IBAN #):

Credit A/C Address:

If Applicable:

FFC A/C Name:

FFC A/C # (IBAN #):

FFC A/C Address:

PARTY A:
Solvay Specialty Polymers USA, LLC

By: _____
Name:
Title:

PARTY B:
New Jersey Department of Environmental Protection

By: _____
Name:
Title:

Schedule 1-A

Solvay Specialty Polymers USA, LLC

**DESIGNATION OF AUTHORIZED
REPRESENTATIVES**

The undersigned, _____, being the duly elected, qualified and acting _____ of Solvay Specialty Polymers USA, LLC ("Party A"), does hereby certify:

1. That each of the following representatives is at the date hereof an Authorized Representative, as such term is defined in the Escrow Agreement, by and among Party A, Party B and Escrow Agent to which this Schedule is attached (the "Escrow Agreement"), that the signature appearing opposite each Authorized Representative's name is the true and genuine signature of such Authorized Representative, and that each Authorized Representative's contact information is current and up-to-date at the date hereof. Each of the Authorized Representatives is authorized to issue instructions, confirm funds transfer instructions by callback or email confirmation and effect changes in Authorized Representatives, all in accordance with the terms of the Escrow Agreement. Callbacks or emails confirming an instruction shall be made to an Authorized Representative other than the Authorized Representative who issued the instruction unless (a) only a single Authorized Representative is designated below, (b) the information set forth below changes and is not updated by Party A such that only the Authorized Representative who issued the instruction is available to receive a callback or email confirmation, or (c) Party A is an individual. Party A acknowledges that pursuant to this Schedule, Escrow Agent is offering an option for callback or email confirmation to a different Authorized Representative, and if Party A nevertheless names only a single Authorized Representative or fails to update Authorized Representative information, Party A agrees to be bound by any instruction, whether or not authorized, confirmed by callback or email confirmation to the issuer of the instruction.

[Insert names and contact information of individuals who can be readily available to provide instructions and/or confirm disbursements on the telephone, as needed. Authorized Representatives may be set up on and receive requests to e-sign documents on JPMorgan's online Escrow Direct platform but will maintain the option to manually sign as well.]

NAME	SIGNATURE	DIRECT TELEPHONE, CELL NUMBER and EMAIL ADDRESS
_____	_____	(ph) _____ (cell) _____ (email) _____
_____	_____	(ph) _____ (cell) _____ (email) _____
_____	_____	(ph) _____ (cell) _____ (email) _____

2. Email confirmation not accompanied by other means of authentication (such as DocuSign initiated by Escrow Agent) approved by Escrow Agent is only permitted to a corporate email address (and not a personal email address) for purposes of this Schedule.
3. This Schedule may be signed in counterparts and the undersigned certifies that any signature set forth on an attachment to this Schedule is the true and genuine signature of an Authorized Representative and that each such Authorized Representative's contact information is current and up-to-date at the date hereof.
4. That pursuant to Party A's governing documents, as amended, the undersigned has the power and authority to execute this Designation on behalf of Party A.

5. Notwithstanding the above, if Party A is an individual and the sole Authorized Representative, no signature will be required below.

Signature: _____
Name: _____
Title: _____

**FOR YOUR SECURITY, PLEASE CROSS OUT ALL UNUSED SIGNATURE LINES ON THIS
SCHEDULE 1-A**

All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile, set forth in a PDF attached to an email or through an online platform offered by Escrow Agent's escrow services business, must include the signature (or electronic signature subject to the conditions set forth in the Escrow Agreement) of the Authorized Representative authorizing said funds transfer on behalf of such Party.

Schedule 1-B

New Jersey Department of Environmental Protection

**DESIGNATION OF AUTHORIZED
REPRESENTATIVES**

The undersigned, _____, being the duly elected, qualified and acting _____ of New Jersey Department of Environmental Protection ("Party B"), does hereby certify:

1. That each of the following representatives is at the date hereof an Authorized Representative, as such term is defined in the Escrow Agreement, by and among Party A, Party B and Escrow Agent to which this Schedule is attached (the "Escrow Agreement"), that the signature appearing opposite each Authorized Representative's name is the true and genuine signature of such Authorized Representative, and that each Authorized Representative's contact information is current and up-to-date at the date hereof. Each of the Authorized Representatives is authorized to issue instructions, confirm funds transfer instructions by callback or email confirmation and effect changes in Authorized Representatives, all in accordance with the terms of the Escrow Agreement. Callbacks or emails confirming an instruction shall be made to an Authorized Representative other than the Authorized Representative who issued the instruction unless (a) only a single Authorized Representative is designated below, (b) the information set forth below changes and is not updated by Party B such that only the Authorized Representative who issued the instruction is available to receive a callback or email confirmation, or (c) Party B is an individual. Party B acknowledges that pursuant to this Schedule, Escrow Agent is offering an option for callback or email confirmation to a different Authorized Representative, and if Party B nevertheless names only a single Authorized Representative or fails to update Authorized Representative information, Party B agrees to be bound by any instruction, whether or not authorized, confirmed by callback or email confirmation to the issuer of the instruction.

[Insert names and contact information of individuals who can be readily available to provide instructions and/or confirm disbursements on the telephone, as needed. Authorized Representatives may be set up on and receive requests to e-sign documents on JPMorgan's online Escrow Direct platform but will maintain the option to manually sign as well.]

NAME	SIGNATURE	DIRECT TELEPHONE, CELL NUMBER and EMAIL ADDRESS
_____	_____	(ph) _____ (cell) _____ (email) _____
_____	_____	(ph) _____ (cell) _____ (email) _____
_____	_____	(ph) _____ (cell) _____ (email) _____

2. Email confirmation not accompanied by other means of authentication (such as DocuSign initiated by Escrow Agent) approved by Escrow Agent is only permitted to a corporate email address (and not a personal email address) for purposes of this Schedule.
3. This Schedule may be signed in counterparts and the undersigned certifies that any signature set forth on an attachment to this Schedule is the true and genuine signature of an Authorized Representative and that each such Authorized Representative's contact information is current and up-to-date at the date hereof.
4. That pursuant to Party B's governing documents, as amended, the undersigned has the power and authority to execute this Designation on behalf of Party B.

5. Notwithstanding the above, if Party B is an individual and the sole Authorized Representative, no signature will be required below.

Signature: _____
Name: _____
Title: _____

**FOR YOUR SECURITY, PLEASE CROSS OUT ALL UNUSED SIGNATURE LINES ON THIS
SCHEDULE 1-B**

All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile, set forth in a PDF attached to an email or through an online platform offered by Escrow Agent's escrow services business, must include the signature (or electronic signature subject to the conditions set forth in the Escrow Agreement) of the Authorized Representative authorizing said funds transfer on behalf of such Party.

SCHEDULE 2

J.P.Morgan

Schedule of Fees and Disclosures for Escrow Agent Services

Account Acceptance Fee \$[INSERT]

Encompassing review, negotiation and execution of governing documentation, opening of the account, and completion of all due diligence documentation. Payable upon closing.

Annual Administration Fee \$[INSERT]

The Administration Fee covers our usual and customary ministerial duties, including record keeping, distributions, document compliance and such other duties and responsibilities expressly set forth in the governing documents for each transaction. Payable upon closing and annually in advance thereafter, without pro-rata for partial years.

Extraordinary Services and Out-of-Pocket Expenses: Escrow Agent or any of its affiliates may receive compensation with respect to any investment directed hereunder including without limitation charging any applicable agency fee or trade execution fee in connection with each transaction. Any additional services beyond our standard services as specified above, and all reasonable out-of-pocket expenses including attorney's or accountant's fees and expenses will be considered extraordinary services for which related costs, transaction charges, and additional fees will be billed at Escrow Agent's then standard rate. Escrow Agent may impose, charge, debit, pass-through and modify fees and/or charges for any account established and services provided by Escrow Agent, including but not limited to, transaction, maintenance, balance-deficiency, and service fees, agency or trade execution fees, and other charges, including those levied by any governmental authority.

Fee Disclosure & Assumptions: Please note that the fees quoted are based on a review of the transaction documents provided and an internal due diligence review, and assumes the escrow deposit will be continuously invested in an interest bearing demand deposit account at JPMorgan Chase Bank, N.A. Escrow Agent reserves the right to revise, modify, change and supplement the fees quoted herein if the assumptions underlying the activity in the account, level of balances, market volatility or other factors change from those used to set the fees described herein.

Payment of the invoice is due upon receipt.

Disclosures and Agreements:

Taxes. The Parties shall duly complete such tax documentation or other procedural formalities necessary for Escrow Agent to complete required tax reporting and for the relevant Party to receive interest or other income without withholding or deduction of tax in any jurisdiction. Should any information supplied in such tax documentation change, the Parties shall promptly notify Escrow Agent. Escrow Agent shall withhold any taxes it deems appropriate in the absence of proper tax documentation or as required by law, including without limitation, the Foreign Account Tax Compliance Act ("FATCA"), and shall remit such taxes to the appropriate authorities.

Know Your Customer. To assist in the prevention of the funding of terrorism and money laundering activities, applicable law may require financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for the Parties: when the Parties open an account, Escrow Agent may ask for each Party's name, address, date of birth (for natural persons), and/or other information and documents that will allow Escrow Agent to identify such Party. Escrow Agent may also request and obtain certain information from third party vendors regarding any Party. To fulfill Escrow Agent's "know your customer" responsibilities and in connection with its performance of this Agreement, Escrow Agent may request information and/or documentation from each Party from time to time, including, without limitation, regarding such Party's organization, business and, to the extent applicable, beneficial owner(s) of such Party, including relevant natural or legal persons, and such Party shall procure and furnish the same to Escrow Agent in a timely manner. Any information and/or documentation furnished by any Party is the sole responsibility of such Party and Escrow Agent is entitled to rely on the information and/or documentation without making any verification whatsoever (except for the authentication under the security procedures, as applicable). Each Party represents and warrants that all such information and/or documentation is true, correct and not misleading and shall advise Escrow Agent promptly of any changes and, except as prohibited by applicable law, such Party agrees to provide complete responses to Escrow Agent's requests within the timeframes specified. If any Party fails to provide or consent to the provision of any information required by this paragraph, Escrow Agent may suspend or discontinue providing any service hereunder and resign pursuant to this Agreement.

OFAC Disclosure. Escrow Agent is required to act in accordance with the laws and regulations of various jurisdictions relating to the prevention of money laundering and the implementation of sanctions, including but not limited to regulations issued by the U.S. Office of Foreign Assets Control. Escrow Agent is not obligated to execute payment orders or effect any other transaction where the beneficiary or other payee is a person or entity with whom Escrow Agent is prohibited from doing business by any law or regulation applicable to Escrow Agent, or in any case where compliance would, in Escrow Agent's opinion, conflict with applicable law or banking practice or its own policies and procedures. Where Escrow Agent does not execute a payment order or effect a transaction for such reasons, Escrow Agent may take any action required by any law or regulation applicable to Escrow Agent including, without limitation, freezing or blocking funds. Transaction screening may result in delays in the posting of transactions.

Abandoned Property. Escrow Agent is required to act in accordance with the laws and regulations of various states relating to abandoned property, escheatment or similar law and, accordingly, shall be entitled to remit dormant funds to any state as abandoned property in accordance with such laws and regulations. Without limitation of the foregoing, notwithstanding any instruction to the contrary, Escrow Agent shall not be liable to any Party for any amount disbursed from an account maintained under this Agreement to a governmental entity or public official in compliance with any applicable abandoned property, escheatment or similar law.

Information. The Parties authorize Escrow Agent to disclose information with respect to this Agreement and the account(s) established hereunder, the Parties, or any transaction hereunder if such disclosure is: (i) necessary in Escrow Agent's opinion, for the purpose of allowing Escrow Agent to perform its duties and to exercise its powers and rights hereunder or for operational or risk management purposes or compliance with legal, tax and regulatory requirements, including, without limitation, FATCA; (ii) to a proposed assignee of the rights of Escrow Agent; (iii) to a branch, affiliate, subsidiary, employee or agent of Escrow Agent or to their auditors, regulators or legal advisers or to any competent court; (iv) to the auditors of any of the Parties; or (v) required by applicable law, regardless of whether the disclosure is made in the country in which each Party resides, in which the escrow account is maintained, or in which the transaction is conducted. The Parties agree that such disclosures by Escrow Agent and its affiliates may be transmitted across national boundaries and through networks, including those owned by third parties.

Acknowledgment of Compensation and Multiple Roles. Escrow Agent is authorized to act under this Agreement notwithstanding that Escrow Agent or any of its subsidiaries or affiliates (such subsidiaries and affiliates hereafter individually called an "Affiliate" and collectively called "Affiliates") may (A) receive fees or derive earnings (float) as a result of providing an investment product or account on the books of Escrow Agent pursuant to this Agreement or for providing services or referrals with respect to investment products, or (B) (i) act in the same transaction in multiple capacities, (ii) engage in other transactions or relationships with the same entities to which Escrow Agent may be providing escrow or other services under this Agreement, (iii) refer clients to an Affiliate for services or (iv) enter into agreements under which referrals of escrow or related transactions are provided to Escrow Agent. JPMorgan Chase Bank, N.A. may earn compensation from any of these activities in addition to the fees charged for services under this Agreement.

FDIC Disclosure. In the event Escrow Agent becomes insolvent or enters into receivership, Escrow Agent may provide to the Federal Deposit Insurance Corporation ("FDIC") account balance information for any account governed by this Agreement, as reflected on Escrow Agent's end-of-day ledger balance, and the customer name and tax identification number associated with such accounts for the purposes of determining the appropriate deposit insurance coverage. Funds held in such accounts will be insured by the FDIC under its applicable rules and limits.

THE FOLLOWING DISCLOSURES ARE REQUIRED TO BE PROVIDED UNDER APPLICABLE U.S. REGULATIONS, INCLUDING, BUT NOT LIMITED TO, FEDERAL RESERVE REGULATION D. WHERE SPECIFIC INVESTMENTS ARE NOTED BELOW, THE DISCLOSURES APPLY ONLY TO THOSE INVESTMENTS AND NOT TO ANY OTHER INVESTMENT.

Demand Deposit Account Disclosure. Escrow Agent is authorized, for regulatory reporting and internal accounting purposes, to divide an escrow demand deposit account maintained in the U.S. in which the Fund is held into a demand deposit internal account and a savings internal account, and to transfer funds on a daily basis between these internal accounts on Escrow Agent's general ledger in accordance with U.S. law at no cost to the Parties. Escrow Agent will record the internal accounts and any transfers between them on Escrow Agent's books and records only. The internal accounts and any transfers between them will not affect the Fund, any investment or disposition of the Fund, use of the escrow demand deposit account or any other activities under this Agreement, except as described herein. Escrow Agent will establish a target balance for the demand deposit internal account, which may change at any time. To the extent funds in the demand deposit internal account exceed the target balance, the excess will be transferred to the savings internal account, unless the maximum number of transfers from the savings internal account for that calendar month or statement cycle has already occurred. If withdrawals from the demand deposit internal account exceeds the available balance in the demand deposit internal account, funds from the savings internal account will be transferred to the demand deposit internal account up to the entire balance of available funds in the savings internal account to cover the shortfall and to replenish any target balance that Escrow Agent has established for the demand deposit internal account. If a sixth transfer is needed during a calendar month or statement cycle, it will be for the entire balance in the savings internal account, and such funds will remain in the demand deposit internal account for the remainder of the calendar month or statement cycle.

MMDA Disclosure and Agreement. Escrow Agent is required by U.S. law to reserve the right to require at least seven (7) days' notice prior to a withdrawal from a money market deposit account.

Account Use. The Parties acknowledge and agree that the Fund may not be deposited or withdrawn by the Parties unless pursuant to the terms of this Agreement and consistent with the underlying purpose of this Agreement as communicated to Escrow Agent by the Parties, and the Fund will not be used for the general operating needs of the Parties while the Fund is held in any accounts governed by this Agreement.

Unlawful Internet Gambling. The use of any account to conduct transactions (including, without limitation, the acceptance or receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful Internet gambling is strictly prohibited.

Recordings. Each Party and Escrow Agent consent to the other party or parties making and retaining recordings of telephone conversations between any Party or Parties on one hand and Escrow Agent on the other hand in connection with Escrow Agent's security procedures.

Use of Electronic Records and Signatures. As used in this Agreement, the terms "writing" and "written" include electronic records, and the terms "execute", "signed" and "signature" include the use of electronic signatures. Notwithstanding any other provision of this Agreement or the attached Exhibits and Schedules, any electronic signature that is presented as the signature of the purported signer, regardless of the appearance or form of such electronic signature, may be deemed genuine by Escrow Agent in Escrow Agent's sole discretion, and such

electronic signature shall be of the same legal effect, validity and enforceability as a manually executed, original, wet-inked signature. Any electronically signed agreement shall be an “electronic record” established in the ordinary course of business and any copy shall constitute an original for all purposes. The terms “electronic signature” and “electronic record” shall have the meanings ascribed to them in 15 USC § 7006. This Agreement and any instruction or other document furnished hereunder may be transmitted by facsimile or as a PDF file attached to an email.

SCHEDULE 3**STANDING INSTRUCTIONS**

Party A:		Party B:	
Bank Name:		Bank Name:	
Bank Address:		Bank Address:	
ABA number:		ABA number:	
Credit A/C Name:		Credit A/C Name:	
Credit A/C #		Credit A/C #	
If Applicable:		If Applicable:	
FFC A/C Name:		FFC A/C Name:	
FFC A/C #:		FFC A/C #:	
FFC A/C Address:		FFC A/C Address:	

SCHEDULE 4

ESCROW DIRECT (ONLINE PLATFORM) – ADDITIONAL USERS

Please list the names and email addresses of any additional contacts other than Authorized Representatives and contacts with email addresses listed in the Notice Section who shall have access for this transaction in Escrow Direct. Note that Authorized Representatives will be entitled to full access to Escrow Direct and contacts with email addresses in the notice section will automatically be added as additional users.

Party A:

Name:

Email Address:

Name:

Email Address:

Party B:

Name:

Email Address:

Name:

Email Address:

Exhibit 3

[DATE]

Re: PFAS Sampling of Private Drinking Water Well – Request for Access
[Location]

Dear [Property Owner]:

A well on your property may be eligible to be tested for chemicals known as per- and polyfluoroalkyl substances (PFAS), at no cost to you, under the terms of a settlement entered into between the New Jersey Department of Environmental Protection (NJDEP) and Solvay Specialty Polymers USA, LLC, a member of the Syensqo Group¹ (Solvay Specialty Polymers).

Solvay Specialty Polymers is sending you this letter to offer to sample the drinking water in your potable well. Based on the results of such sampling, you may be eligible to receive treatment for your drinking water well to reduce concentrations of PFAS, also at no cost to you.

To be eligible for such testing and, if necessary, treatment, your well must be a potable, drinking water well that is not abandoned, inactive, or out of use.

Background

On [final approval date], the Superior Court of New Jersey approved a settlement entered into between Solvay Specialty Polymers and NJDEP to resolve litigation related to alleged discharges of PFAS from the Solvay Specialty Polymers facility in West Deptford, New Jersey. As part of its settlement with NJDEP, Solvay Specialty Polymers has agreed to conduct testing and, if necessary, treat certain wells for certain types of PFAS. Solvay Specialty Polymers has denied any liability related to any discharges of PFAS, but has nonetheless agreed to conduct these activities pursuant to the settlement.

Solvay Specialty Polymers is prepared to test your drinking water well to determine whether it exceeds New Jersey's drinking water standards and meets other criteria under the settlement for perfluorononanoic acid (PFNA), perfluorooctanoic acid (PFOA), Monofunctional Surfactants (MFS), and Bifunctional Surfactants (BFS), all of which are types of PFAS chemicals. Pursuant to NJDEP's request, Solvay is providing the address for NJDEP's dedicated webpage concerning PFAS chemicals, which is <https://dep.nj.gov/pfas/>.²

¹ Note on Syensqo:

On December 9, 2023, Solvay SA spun off its specialty activities to a new company -- Syensqo SA, which is now the ultimate parent company of Solvay Specialty Polymers USA, LLC in West Deptford.

² Please note that Solvay's inclusion of this web address in this letter does not indicate its agreement with all the information contained therein.

www.syensqo.com

SYENSQO [SOLVAY SPECIALTY POLYMERS USA, LLC], 10 Leonard Lane, West Deptford, NJ

If the sampling results show detections of PFNA, PFOA, MFS, and/or BFS exceeding New Jersey drinking water standards and meeting other criteria included in the settlement, Solvay Specialty Polymers has agreed to provide you with treatment for such substances consistent with the manner set forth in the settlement agreement.

Solvay Specialty Polymers wishes to inform you that it no longer uses processing aids containing PFNA, PFOA, MFS, and/or BFS at its West Deptford, N.J. facility. In particular, Solvay Specialty Polymers stopped using fluorosurfactant process aids that contained PFNA in 2010 and PFOA by 2003. And, in June 2021, Solvay Specialty Polymers stopped using all fluorosurfactant process aids, including MFS and BFS.

Scheduling the Sampling of Your Well

If your well is a potable drinking water well that is not abandoned, inactive, or out of use and you would like to accept this offer to test the well on your property, please call us at [Number] or send an email to [Email]. We request that you respond within 30 days. A representative of Solvay Specialty Polymers will then coordinate with you to schedule the sampling. Integral Consulting, Inc., Solvay Specialty Polymers' environmental consultant, will perform the work.

You will be provided with a summary of all test results, and a copy will also be provided to NJDEP. Should you have any questions regarding this, please call our Community Information Line at _____. You may also reach NJDEP at _____.

Please understand that, if you do not respond to this letter or otherwise choose not to have your water sampled, you will forgo your opportunity for testing and/or treatment from Solvay under the settlement or otherwise. Should you have any questions regarding this, please call our Community Information Line at _____.

Solvay Specialty Polymers is taking this action without admission of any fact or liability, including any determination that PFAS, if found, originated from Solvay Specialty Polymers' facility.

Sincerely,

Solvay Specialty Polymers USA, LLC

cc Scott Drew, LSRP, Geosyntec Consultants
Kristine Iazzetta, NJDEP
Gregory Broslawski, NJDEP
Annmarie Ruiz, Gloucester County Health Officer
[include local municipality representatives]

Exhibit 4

[DATE]

**Re: PFAS Testing Results and Treatment Offer --Private Drinking Water Well
[Location]**

Dear [Property Owner]:

This letter is to follow up on the information communicated to you by phone on ____ by community liaison _____ of Solvay Specialty Polymers USA, LLC, a member of the Syensqo Group,¹ (Solvay Specialty Polymers) regarding initial results from a laboratory analysis of a water sample collected on ____ at your above referenced property.

As explained previously, this testing was conducted on behalf of Solvay Specialty Polymers pursuant to a settlement between Solvay Specialty Polymers and the New Jersey Department of Environmental Protection (NJDEP), as reflected in a court-approved Judicial Consent Order.² This work is being performed in accordance with the settlement and under the oversight of a Licensed Site Remediation Professional and NJDEP.

A laboratory analyzed the sample from your well for perfluorononanoic acid (PFNA), perfluorooctanoic acid (PFOA), Monofunctional Surfactants (MFS), and Bifunctional Surfactants (BFS). The sample measured ____ at ____ parts per trillion (ppt) [*if applicable based on whether test results show additional exceedances*], ____ at ____ ppt, and ____ at ____ ppt], which exceeds one or more New Jersey drinking water standards and meets other criteria for these PFAS chemicals identified in the Judicial Consent Order in order to be eligible for treatment. A summary of your laboratory sample is attached to this letter.

Offer to Provide Treatment to Your Well

We write today to offer to provide treatment to your well—at no cost to you—consisting of the installation of a Point of Entry Treatment System (POET) using activated carbon and the provision of operation and maintenance costs for such a POET, as provided in the Judicial Consent Order. POET systems using activated carbon are proven generally effective at removing PFAS chemicals, such as PFNA, PFOA, MFS, and BFS, from drinking water to meet the New Jersey drinking water standards.

Scheduling Installation of Treatment on Your Well

If you would like to accept this offer to treat the well on your property, please call us at [Number]

¹ Note on Syensqo:

On December 9, 2023, Solvay SA spun off its specialty activities to a new company -- Syensqo SA, which is now the ultimate parent company of Solvay Specialty Polymers USA, LLC in West Deptford

² See *NJDEP v. Solvay Specialty Polymers USA LLC, et al.*, Ca. No. GLO-L-001239-20 (N.J. Super. filed Nov. 10, 2020) dated ____.

www.syensqo.com

SYENSQO [SOLVAY SPECIALTY POLYMERS USA, LLC], 10 Leonard Lane, West Deptford, NJ

or send an email to [Email] within 30 days of the date of this letter to schedule the installation of a POET system.

These actions are being taken without admission of any fact or liability, including any determination that PFAS chemicals, if found, originated from the Specialty Polymers plant. If you have any questions, please call our Community Information Line [Number].

Sincerely,

Solvay Specialty Polymers USA, LLC

cc Scott Drew, LSRP, Geosyntec Consultants
Kristine Iazzetta, NJDEP
Gregory Broslawski, NJDEP
Annmarie Ruiz, Gloucester County Health Officer
[include municipality representatives as applicable]