

**SETTLEMENT AGREEMENT BETWEEN CHEMETCO SITE PRP GROUP
AND [PRP FULL NAME]
FOR THE CHEMETCO, INC. SUPERFUND SITE**

This agreement is made as of the date stated on the Execution Page between and among the parties (individually “Settling Party”; collectively “Settling Parties”) whose authorized representatives have executed counterparts of this agreement (hereinafter “Settlement Agreement”).

WHEREAS, the Chemetco Site PRP Group (as defined in Section 1.2 herein) has incurred and will continue to incur Response Costs (as defined in Section 1.11 herein) at the Chemetco, Inc. Superfund Site (“Chemetco Site” as defined in Section 1.4 herein) for the work required under an Administrative Order on Consent for a Remedial Investigation/Feasibility Study (“RI/FS AOC” as defined in Section 1.12 herein) entered into by and between the Chemetco Site PRP Group members and U.S. EPA (“EPA” as defined in Section 1.6 herein);

WHEREAS, the Chemetco Site PRP Group contemplates further negotiations with EPA and/or Illinois EPA (“IEPA” as defined in Section 1.8 herein) with respect to additional Chemetco Site Response Cost activities and EPA and/or IEPA’s claims for past and future costs at the Chemetco Site;

WHEREAS, the Chemetco Site PRP Group has asserted claims against [PRP Full Name] (“[PRP Short]” as defined in Section 1.3 herein) under CERCLA (as defined in Section 1.1 herein) seeking the recovery of past and future response costs with respect to the Chemetco Site in the case styled *Chemetco Site PRP Group v. A Square Systems, Inc., et al.*, No. 3:18-cv-00179-SMY-SCW (S.D. Ill.) (“Chemetco Site Case” as defined in Section 1.5 herein);

WHEREAS, [PRP Short], pursuant to this Settlement Agreement, is paying a fixed and specific sum to fully and completely settle its potential liability for Settled Claims (as defined in Sections 1.13.1 and 1.13.2) at the Chemetco Site and to be dismissed from the Chemetco Site Case with prejudice;

WHEREAS, the Settling Parties deny all liability at the Chemetco Site;

NOW, THEREFORE, in consideration of the foregoing, the Settling Parties mutually agree as follows:

1. Definitions.

As used in this Settlement Agreement, all defined terms shall have the meanings set forth below:

1.1 CERCLA shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 *et seq.*

[date]

1.2 Chemetco Site PRP Group shall mean the entities identified on Exhibit A to this Settlement Agreement, and their respective owners, shareholders, officers, directors, employees, predecessors, successors, affiliates, agents and assigns, whether pursuant to contract, by operation of law, or otherwise, in their own right, and as assignees of all entities who have or will assign their CERCLA and Illinois Environmental Protection Act rights to the Chemetco Site PRP Group.

1.3 [PRP Short] shall mean [PRP Full Name] and its owners, shareholders, officers, directors, employees, predecessors, successors, affiliates, agents and assigns, whether pursuant to contract, by operation of law, or otherwise; however, [PRP Short] does not include any other defendants named in the Chemetco Site Case.

1.4 Chemetco Site shall mean the Chemetco, Inc. Superfund Site, encompassing approximately 41 acres and located at 3754 Chemetco Lane in Hartford, Madison County, Illinois, as well as any area where hazardous substances that migrated from the Chemetco Site have come to be located.

1.5 Chemetco Site Case shall mean the case pending in the United States District Court for the Southern District of Illinois styled *Chemetco Site PRP Group v. A Square Systems, Inc., et al.*, No. 3:18-cv-00179-SMY-SCW (S.D. Ill.).

1.6 EPA shall mean the United States Environmental Protection Agency.

1.7 Future Orders shall mean an order of EPA, IEPA, or any other federal or state agency that requires any response actions to the extent such response actions address any hazardous substances or other pollutants discharged or disposed of at the Chemetco Site prior to the date of the RI/FS AOC.

1.8 IEPA shall mean the Illinois Environmental Protection Agency.

1.9 Illinois Environmental Protection Act shall mean the Illinois Environmental Protection Act, 415 Ill. Comp. Stat. 5/1 *et seq.*

1.10 PRP shall mean potentially responsible party.

1.11 Response Costs shall mean removal and remedial response costs; costs of operation, maintenance and monitoring of any removal or remedial action; oversight costs; and any other costs of complying with the RI/FS AOC or any Future Orders.

1.12 RI/FS AOC shall mean the “Administrative Settlement Agreement and Order on Consent for Remedial Investigation/Feasibility Study,” CERCLA Docket No. V-W-15-C-019, entered into by and between the Chemetco Site PRP Group members and EPA.

1.13.1 Settled Claims shall mean all claims by and between the Settling Parties for the following:

(a) all past, present, and future costs of whatever nature (including expert and counsel fees, EPA, IEPA, and any other federal and state agency oversight costs) incurred or to be incurred by the Chemetco Site PRP Group, [PRP Short], any other PRP, the United States, and the State of Illinois, related to the investigation, remediation and/or restoration of the Chemetco Site, including, without limitation, for Response Costs;

(b) all future Response Costs of the Chemetco Site PRP Group arising from Future Orders at the Chemetco Site; and

(c) third-party claims arising out of the Chemetco Site PRP Group's negligent implementation of the RI/FS AOC or any Future Orders conducted at the Chemetco Site.

1.13.2 Settled Claims shall not mean:

(a) any claim or liability relating to the enforcement of this Settlement Agreement;

(b) any costs incurred by any party with respect to natural resource damages at the Chemetco Site;

(c) claims for toxic torts, personal injury or property damage by third-party entities who are not Settling Parties;

(d) criminal liability;

(e) liability of the Settling Parties based upon their ownership or operation of the Chemetco Site, or upon the transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection with the Chemetco Site, after signature of this Settlement Agreement;

(f) liability for claims of any nature related to any facility other than the Chemetco Site;

(g) any claims resulting from [PRP Short]'s violation of any order issued pursuant to CERCLA or the Illinois Environmental Protection Act, other than any Future Orders;

(h) claims by any third party against [PRP Short] for contractual indemnity or related to [PRP Short]'s actual or alleged insurers; and

(i) any claims pursuant to Section 5.6 herein.

1.14 Settlement Amount shall mean that total amount listed in Section 4.1, which has been agreed upon between the Chemetco Site PRP Group and [PRP Short]

to fully resolve [PRP Short]'s liability with respect to Settled Claims at the Chemetco Site.

1.15 Settling Parties shall mean the Chemetco Site PRP Group and [PRP Short].

2. Purpose.

The terms of this Settlement Agreement shall control the manner and means by which the Settling Parties will settle claims and causes of action by and among each other at the Chemetco Site pursuant to CERCLA, the Illinois Environmental Protection Act, and federal and state common law, as to Settled Claims.

3. Nature of Settlement Agreement.

The Settling Parties acknowledge that the consideration tendered and received herein, the promises, undertakings and agreements made, and the execution of this Settlement Agreement, are in compromise and settlement of disputed claims and are not admissions of liability on the part of any of them, and that each of the Settling Parties is willing to perform its obligations hereunder for the purpose of resolving their differences and to avoid the burden and expense of protracted litigation relating to the Settled Claims. Neither this Settlement Agreement, nor any performance hereunder by any Settling Party, shall create any rights on behalf of any other person or entity not a party hereto. Notwithstanding the foregoing, this Settlement Agreement shall be fully admissible in any proceeding to enforce the Settling Parties' rights and obligations hereunder. Nothing herein shall be deemed to create a partnership or joint venture and/or principal and agent relationship between or among the Settling Parties.

4. Payment by [PRP Short] and Dismissal from Chemetco Site Case.

4.1 Payment by [PRP Short]. In settlement of the Settled Claims, and in consideration of the mutual undertakings and benefits in this Settlement Agreement, [PRP Short] shall pay the Chemetco Site PRP Group the sum of [Typed-Out Settlement Amount] and No/100 Dollars (\$[Settlement Amount]) ("Settlement Amount"). Payment of the Settlement Amount shall be in U.S. Dollars by wire transfer or check made payable to the "Chemetco Site Trust Account" and must be received by Gary D. Justis, The Justis Law Firm LLC, 10955 Lowell Ave., Suite 520, Overland Park, KS 66210-2336, by [Due Date].

4.2 Payment Not Penalty. The payment made by [PRP Short] is intended by the Chemetco Site PRP Group to represent [PRP Short]'s alleged allocable share of Chemetco Site response costs and an additional amount for orphan shares. Such payment by [PRP Short] is not a penalty or monetary sanction.

4.3 Dismissal of [PRP Short] from Chemetco Site Case. As soon as possible after receipt of [PRP Short]'s Settlement Amount and executed signature page for this Settlement Agreement, the Chemetco Site PRP Group shall file the appropriate pleading in the Chemetco Site case to dismiss [PRP Short] as a defendant with prejudice.

If another party in the Chemetco Site Case attempts to assert a CERCLA or Illinois Environmental Protection Act claim against [PRP Short] before or after [PRP Short] is dismissed from the Chemetco Site Case, the Chemetco Site PRP Group shall file the appropriate motion with the Court to bar any and all CERCLA and IEPA claims against [PRP Short] in the Chemetco Site Case.

5. Releases, Assignments, and Covenants Not to Sue.

5.1 Releases and Covenant Not to Sue by and among the Settling Parties. Upon the Chemetco Site PRP Group's receipt of the Settlement Amount and executed signature pages to this Settlement Agreement, the Chemetco Site PRP Group releases, forever discharges and covenants not to sue [PRP Short] with respect to the Settled Claims. Upon effectiveness of the release and covenant not to sue to be provided by Chemetco Site PRP Group, as described in the previous sentence, [PRP Short] covenants not to sue any Chemetco Site PRP Group member for contractual indemnity or the Chemetco Site PRP Group or any other party, including any other PRP, the United States, the State of Illinois, and/or the County of Madison, Illinois, for the recovery of costs related to the Settled Claims, except in the event that [PRP Short] is first sued or administratively pursued by any such third party. Nothing herein precludes or restricts [PRP Short] or the Chemetco Site PRP Group from asserting any claims at any time against the other party that are not Settled Claims.

5.2 Effectiveness of Release. The release in Section 5.1 will be effective upon the Chemetco Site PRP Group's receipt of [PRP Short]'s full payment of the Settlement Amount under Section 4.1 above and executed signature page to this Settlement Agreement, and will remain in effect as long as [PRP Short] fulfills its other obligations under this Settlement Agreement.

5.3 Reservations, Limitations. In construing the scope of the releases granted in Section 5.1 above, the following reservations and limitations shall apply:

(a) Nothing in this Settlement Agreement is intended to release the liability relating in any way to the Chemetco Site of any person or private or public entity that is not a Settling Party under this Settlement Agreement.

(b) The Settling Parties agree that compliance with the terms of this Settlement Agreement and related agreements shall satisfy the claims of the Settling Parties against one another only for Settled Claims and that the Chemetco Site PRP Group intends to reserve and pursue all claims and actions against non-participants, including without limitation, all claims and actions assigned by [PRP Short] pursuant to this Settlement Agreement, and all other parties pursuant to other agreements.

(c) [PRP Short] agrees that it is accepting responsibility for, and settling for, only the persons and entities included in the definition of [PRP Short] and not for any other defendant in the Chemetco Site Case or any other person or entity.

(d) Each Settling Party expressly reserves the right to take such actions as against any other Settling Party as may be necessary to enforce this Settlement Agreement.

5.4 Assignments. In consideration of the mutual undertakings and benefits in this Settlement Agreement, [PRP Short] hereby assigns to the Chemetco Site PRP Group any and all claims, defenses and remedies of [PRP Short] against any other persons or public or private entities arising out of Settled Claims, except for past, present or future claims against any person or entity that is not a member of the Chemetco Site PRP Group relating to insurance coverage or for contractual indemnity with respect to [PRP Short]'s alleged liability with respect to the Chemetco Site, and except for claims arising out of any failure, alleged or actual, of the Chemetco Site PRP Group to comply with the terms of the RI/FS AOC or any Future Orders or this Settlement Agreement. The Settling Parties intend through this assignment to enable the Chemetco Site PRP Group to recover fully as allowed by law against such parties. [PRP Short] agrees to provide such reasonable cooperation and assistance to the Chemetco Site PRP Group as is reasonably necessary to effectuate the intent of this Section 5.4. [PRP Short] shall neither have nor incur litigation costs or attorney's fees regarding the assigned claims, nor share in any recoveries under this Section 5.4.

5.5 Claims or Actions. Claims for recovery of costs may only be asserted and actions relating to the Chemetco Site for recovery of costs may only be filed by the Chemetco Site PRP Group, or its individual members or assignees, who may seek to recover such response costs from persons or private or public entities believed to be parties liable at the Chemetco Site pursuant to CERCLA, the Illinois Environmental Protection Act, or federal or state common law.

5.6 Certification and Reopener. [PRP Short] certifies that the amount of materials contributed to the Chemetco Site by [PRP Short] does not exceed [PRP Weight x 1.25] pounds, which is twenty-five percent (25%) more than [PRP Weight] pounds, the amount of materials attributed to [PRP Short] as of the Effective Date of this Settlement Agreement. Notwithstanding anything contained in this Settlement Agreement, the Chemetco Site PRP Group specifically reserves the right to seek further relief from [PRP Short] or any other person if the amount of materials contributed to the Chemetco Site by [PRP Short] exceeds [PRP Weight x 1.25] pounds or that [PRP Short]'s certification is otherwise in error. Beginning on the Effective Date, the statute of limitations will be tolled on any and all claims the Chemetco Site PRP Group may have against [PRP Short] related to this Section 5.6. In the event this reopener is triggered, the Settling Parties will be returned to their pre-settlement positions with all claims and available defenses that existed on the Effective Date of this Settlement Agreement, provided the amount paid by [PRP Short] under the terms of this Settlement Agreement shall be credited against amounts owed the Chemetco Site PRP Group in a future settlement or actions in contribution or cost recovery, if any.

6. Confidentiality of this Settlement Agreement and Shared Information.

(a) Each Settling Party agrees that this Settlement Agreement, its terms, and all shared information received from any other Settling Party or its counsel, technical consultants, or counsel pursuant to this Settlement Agreement, shall be held in strict confidence by the receiving Settling Party and by all persons to whom confidential information is revealed by the receiving Settling Party pursuant to this Settlement Agreement, and that this Settlement Agreement, its terms, and such shared information shall be used only in connection with conducting such activities as are necessary and proper to carry out the purposes of this Settlement Agreement.

(b) If the terms of this Settlement Agreement or such shared information becomes the subject of an administrative or judicial order requiring disclosure of such information by a Settling Party, where the information will be unprotected by confidentiality obligations, the Settling Party may satisfy its confidentiality obligations hereunder by notifying the other Settling Parties.

(c) Each Settling Party shall take all necessary and appropriate measures to ensure that any person or private or public entity that is granted access to the terms of this Settlement Agreement or any shared information or that participates in work on common projects or who otherwise assists any counsel or technical consultant in connection with this Settlement Agreement, is familiar with the terms of this Settlement Agreement and complies with such terms as they relate to the duties of such person.

(d) The Settling Parties intend by this Section 6 to protect from disclosure the terms of this Settlement Agreement and all confidential information and documents shared among any Settling Parties or between any Settling Party and counsel retained by the Chemetco Site PRP Group or any technical consultant to the greatest extent permitted by law regardless of whether the sharing occurred before execution of this Settlement Agreement and regardless of whether the writing or document is marked "Confidential."

(e) The confidentiality obligations of the Settling Parties under this Section 6 shall remain in full force and effect, without regard to whether actions arising out of the Chemetco Site are terminated by final judgment, and shall survive any termination of this Settlement Agreement. The provisions of this Section 6 shall not apply to information which is now or hereafter becomes public knowledge without violation of this Settlement Agreement, which is sought and obtained from a Settling Party pursuant to applicable discovery procedures and not otherwise protected from disclosure or which is required to be disclosed pursuant to any applicable open records law.

(f) Information subject to the confidentiality provision of this Section 6 shall be governed for purposes of admissibility in any later litigation by Rule 408 of the Federal Rules of Evidence. Each Settling Party agrees that the purposes of the confidentiality provisions are to prevent dissemination of the terms of this Settlement Agreement and shared information to persons who are not parties to this Settlement Agreement and to restrict the admissibility of this Settlement Agreement and shared

information. Each Settling Party further agrees that the receipt and knowledge of the terms of this Settlement Agreement or any shared information pursuant to this Settlement Agreement shall not be the basis for disqualification of any person from participation in any subsequent administrative or legal proceeding, including litigation for recovery of response costs.

(g) Nothing in this Section 6 is intended to prohibit the sharing of information with a Settling Party's insurers for the purpose of obtaining coverage for a Settling Party's costs. All information provided to an insurer is subject to the confidentiality provisions of this Section 6.

7. Denial of Liability and Reservation of Rights.

Except as expressly provided by the terms of this Settlement Agreement, this Settlement Agreement shall not constitute, be interpreted, construed or used as evidence of any admission of fact, law, responsibility, liability or fault, a waiver or release of any right or defense not specifically enumerated, or an estoppel against any Settling Party, by Settling Parties as among themselves, or by any other person not a Settling Party.

8. Insurance.

The Settling Parties do not intend hereby to make any Settlement Agreement that will prejudice any Settling Party with respect to its insurers and, by entering into this Settlement Agreement, anticipate that the actions taken pursuant to this Settlement Agreement will benefit such insurers. If any insurer makes any claim that any aspect of this Settlement Agreement provides a basis for rejection or limitation of coverage of a Settling Party, the Chemetco Site PRP Group will attempt, consistent with the settlement reflected in this Settlement Agreement and related documents, to return any Settling Party subject to such claim to a position that is satisfactory to such insurers.

9. Successors and Assigns.

This Settlement Agreement shall be binding upon the successors and assigns of the Settling Parties. No assignment or delegation by a Settling Party of its obligations under this Settlement Agreement or of this Settlement Agreement will release the assigning Settling Party without the prior written consent of the other Settling Party.

10. Advice of Counsel.

No Settling Party, or representative or counsel for any Settling Party, has acted as counsel for any other Settling Party with respect to such Settling Party entering into this Settlement Agreement, except as expressly engaged by such Settling Party with respect to this Settlement Agreement, and each Settling Party represents that it has sought and obtained any appropriate legal advice it deems necessary prior to entering into this Settlement Agreement.

11. Necessary Authorizations.

The Settling Parties warrant to each other that all necessary authorizations and all other actions have been taken such that execution, delivery and performance of this Settlement Agreement and all other actions taken or to be taken in connection with this Settlement Agreement have been fully authorized.

12. Notice.

All communications to each Settling Party shall be sent to the respective Settling Party's designated representative as set forth on the Execution Page.

13. Effective Date.

The effective date of this Settlement Agreement shall be the date upon which [PRP Short] executes the Settlement Agreement as noted on the Execution Page.

14. Amendments.

No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Settlement Agreement will be effective unless evidenced by an instrument in writing signed by the Settling Party against whom enforcement of such amendment, waiver or consent is sought.

15. Separability.

If any provision of this Settlement Agreement is deemed to be invalid or unenforceable, that provision shall be renegotiated and modified so as to give effect to the original intent of the Settling Parties to the maximum extent possible, and in any event the balance of this Settlement Agreement shall remain in full force and effect.

16. Survival of Representations, Warranties and Covenants.

The representations, warranties and covenants contained herein are and will be deemed and construed to be continuing representations, warranties and covenants, and will survive the dates of execution of this Settlement Agreement.

17. Separate Documents.

This Settlement Agreement 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.

18. Applicable Law.

For purposes of enforcement or interpretation of the provisions of this Settlement Agreement, the Settling Parties agree that the laws of the State of Illinois shall be applicable, except to the extent the Settling Parties agree, or a court determines federal

law applies to questions arising under CERCLA. The Settling Parties further agree not to contest personal jurisdiction in any Illinois court of law with respect to litigation brought for such purposes.

19. Entire Agreement.

This Settlement Agreement embodies the entire agreement and understanding of the Settling Parties with respect to the subject matter herein, and supersedes any and all prior agreements, arrangements and understandings entered into with respect to the subject matter herein. This Section 19 is the last section of this Settlement Agreement.

[SIGNATURE PAGE FOLLOWS]

**SETTLEMENT AGREEMENT BETWEEN CHEMETCO SITE PRP GROUP
AND [PRP FULL NAME]
FOR THE CHEMETCO, INC. SITE
EXECUTION PAGE**

IN WITNESS WHEREOF, the Settling Parties hereto enter into this Settlement Agreement. Each person signing this Settlement Agreement represents and warrants that he or she has been duly authorized to enter into this Settlement Agreement by the Settling Party or entity on whose behalf it is indicated that the person is signing.

Chemetco Site PRP Group

By: _____

Dated: _____

[attorney]
Authorized Signatory

Authorized Representative for Notice:

Gary D. Justis
The Justis Law Firm LLC
10955 Lowell Ave.
Suite 520
Overland Park, KS 66210-2336

[PRP Full Name]

By: _____

Dated: _____

Authorized Representative for Notice:

Exhibit A: Chemetco Site PRP Group Members

A. Karchmer & Son, Inc.
A. Tenenbaum Company, Inc.
ABC Metals, Inc.
ABC Svinga Brothers Corp.
Accurate Castings, Inc. (d/b/a Hiler Industries, as successor to Charles O. Hiler & Son, Inc.)
Ace Steel & Recycling, Inc.
ACuPowder International, LLC
Advance Bronze, Inc. and Advance Bronze - Cleveland II, Inc.
Aetna Metal Recycling, Inc.
Agmet LLC
All Florida Scrap Metals, Inc.
Alpha Metals, Inc. (f/k/a Fry's Metals, Inc., Cookson Investments)
Alpha Omega Recycling, Inc. (LPHA Omega Processing)
Alter Trading Corporation (Mason City Iron & Metal)
American Bronze Corp.
American Federal International, Ltd.
AmRod Corp.
Anderson Wrecking Company, Inc.
ArcelorMittal related companies (including ArcelorMittal USA LLC, ArcelorMittal LaPlace, LLC, ArcelorMittal Metal Processing LLC, El Paso Iron & Metal, Mississippi River Recycling, Inland Steel Co.)
Arkema, Inc. (Atofin Chemicals Inc. and Elf Atochem North America, Inc.)
Atlas Metal & Iron Corp.
Atos IT Solutions and Services, Inc. (Schlumberger Industries)
Aurubis Buffalo, Inc. (Outokumpu American Brass Co.)
Ball Pipe & Supply, Inc./Borg Compressed Steel Corporation (The Yaffe Companies Incorporated)
Barry's Metal, LTD
Beaman Metals Co., Inc.
Bell Processing, Inc.
Berlinsky Scrap Corp.
BFI Waste Systems of Indiana, LP
Big River Zinc Corporation
Billy Ray Pierce d/b/a Pierce Scrap Metal, Inc.
Bixon Liquidation Corp. f/k/a H. Bixon & Sons, Inc.
Block Metals (a/k/a Cash's Scrap Metal & Iron Corp.)
Botrade, S.L.
Branch Metal Processing Corporation
C & C Scrap Iron & Metal, Inc.
C & D Scrap Metal Recyclers Co., Inc. of Houston, TX
Calgary Pick Your Part, Ltd.
Cargill, Inc. - North Star Recycling

[date]

Carlisle Brake & Friction, Inc. (S.K. Wellman, Inc.; Wellman Products Group, Inc.;
Wellman Friction Products, and Wellman Friction)
Catmet Company, Inc.
Central Waste Material Company
Century Brass Works Inc.
Cerro Flow Products, LLC
Charles Scrap Metal, Inc.
Charleston Steel & Metal
City of St. Peters, MO
CommScope, Inc.
Copperweld Bimetallics, LLC (Copperweld Fayetteville Division)
CPS Energy
D & J Promotions d/b/a Jeffco Metals
Dade Scrap Iron & Metal, Inc.
David J. Joseph Company (River Metals Recycling, LLC, DJJ Metals, Western Metals
Recycling, LLC, a/k/a Commercial Iron & Metal Co.)
DBW & Associates, Inc. - DBW Metals Recycling
Derichebourg Recycling USA, INC. (CFF Recycling)
Detroit Iron & Metal Company
Didion-Orf Recycling, Inc. (Didion Recycling Co.)
Dumes, Inc.
Eisner Brothers, Inc.
Elkhart Brass Manufacturing
Elmet Slu
Empire Metal Recycling, Inc.
Enviro-Metal, Inc. (f/k/a Salem Metal Recyclers, Inc.)
ERICO International Corporation
Excal, Inc.
Family Recycling Centers, Inc.
Federal Metals Co., Inc.
Foil's, Incorporated
Franklin Bronze & Alloy Co., Inc.
Franklin Dissolution Corp. - Joyce Iron & Metal
Franklin Iron & Metal Corp.
Freeport Minerals Corporation
Freeport-McMoRan Sales Company, Inc. (Phelps Dodge Sales Corp.)
Fresno Valves & Castings, Inc.
Gardner Iron & Metal Co, Inc.
General Cable Corporation (BICC General)
General Iron Industries, Inc.
General Metals Corporation
Gerdau Ameristeel US Inc. (Fargo Iron & Metal)
Global Electronic Recycling
GLS Metals Group Inc.

Gold Metal (which includes GMY Ltd. (GMY Enterprises LLC, general partner of GMY Ltd. d/b/a Spectrum Metals) and Gold Metal Recyclers Ltd. (Gold Metals Recyclers Management LLC as general partner of Gold Metal Recyclers, Ltd.))

Gold 'N West Surplus, Inc.

Gordon Industries, Inc. - L. Gordon Iron & Metal

Great Lakes Paper Stock Corporation (GLR, Great Lakes Recycling, GLR Advanced Recycling, Advanced Recycling, Great Lakes Electronic Recycling)

Guardian Industries (Engineered Glass Products, Marsco Manufacturing)

Harding Metals, Inc.

Homestead Iron & Metal Recyclers, LLC

Huron Valley Steel Corporation

Hutcherson Metals Inc.

Interco Trading, Inc.

International Metal Corp.

ISA Recycling Inc.

Iskiwitz Metal

J. Solotken & Co., Inc.

J. Trockman & Sons Inc.

Joe W. Morgan, Inc./Henry Fligeltaub Company

Johnson Controls, Inc.

Keystone Iron & Metal Co. Inc.

Kobe Steel USA, Inc. (Kobe Copper Products Inc.)

Kohler Company

Langley Recycling

LEMM Liquidating Company, LLC f/k/a Fulmer Company, LLC

Liberty Iron and Metal LLC (Liberty Iron and Metal Holdings, Inc.)

Liberty Scrap Metal Plant II, Inc.

Liberty Scrap Metal, Inc.

Lincoln Foundry

Lopez Scrap Metal, Inc.

Louis Meskan Brass Foundry, Inc.

Luvata Appleton LLC

M&M Metals International Inc.

M. Burstein & Company, Inc.

Mahoney Foundries, Inc. (Vermont Foundry, Controlled Machining)

Martin Bros. Sardis, LLC

Masco Corporation (Delta Faucet)

Mason Corporation

Max Cohen & Sons, Inc. (d/b/a Advanced Recycling)

McNichols Scrap Iron & Metal Co.

Metal Briquetting Company

Metal Dynamics Corp.

Metal Exchange Corporation

Metal Management Midwest, Inc. (including Cozzi Iron & Metal, Metal Management Pittsburgh, Sims Group USA Corp., Metal Management Memphis, LLC, Metal Management Arizona, Inc., Metal Management Denver, Metal Management New Jersey, Metal Management Ohio)

Metalico Rochester, Inc. (Metalico Lyell Acquisition)

Metallo-Chimique N.V.

Metalstamp, Inc.

Metro Group, Inc. (Metro Steel Recyclers)

Metro Metals Northwest, Inc. - All Recycling, Inc.

Metro Recycling Inc.

Miami Metals, Inc.

Midland Manufacturing Company

Milwaukee Valve Company, Inc.

Mintz Scrap Iron and Metal, Co., Inc.

Modine Manufacturing Company

Moen Incorporated

Molex, LLC - Temp-Flex, LLC

Morganite Inc.

Mt. Clements Metal Recycling, Inc.

Mueller Co. LLC

Mueller Tube Products, and its parent, Mueller Industries, Inc. (Fulton)

New Ulm Steel & Recycling, Inc.

Niagara Mohawk Power Company (National Grid)

NIBCO, Inc.

Nokia of America Corporation (f/k/a Alcatel-Lucent USA Inc., f/k/a Lucent Technologies Inc.)

Nonferrous Products, Inc.

Northeast Metal Traders, Inc.

Northrop Grumman Systems Corporation (Kester, Inc., Kester Solder)

NTR, plc (indemnitor for Greenstar Mid America, LLC), Mid America Recycling, Altas Investments plc

Nyrstar Clarksville, Inc. (Pasiminco Zinc, Inc.)

O & D Manufacturing

Ocmus, Inc. (fka SUMCO INC.)

Olin Corporation (Waterbury Rolling Mills Incorporated)

Omni Source Corporation

ON Semiconductor Corporation

Overland Metals LLC

Palm Beach Metal, Inc.

Parker Hannifin Corp.

Paul Mattuchio Inc.

PETAG Corporation

Phoenix Metal Trading, Inc.

PIAD Precision Casting Corporation

PMX Industries Inc. (PMX Euclid Plant)

Productive Metals, Inc.

Quandt Auto Salvage, Inc.
Quantum Metals Inc.
Quincy Recycle Paper, Inc.
R&M Recycling, Inc.
Recycling Center, Inc.
Remington Arms Company, LLC
Rochester Computer Recycling & Recovery LLC (Regional Computer Recycling & Recovery LLC)
Rosenmen's Inc.
Safran Metals, Inc.
Salitsky Alloys, Inc.
Sam Berman and Sons
Schnitzer Steel Industries, Inc.
Secondary Metal Processing, Inc.
Serlin Iron & Metal
Sims Brothers Inc.
Slesnick Iron & Metal
Sloan Valve Company
Small Parts, Inc.
SMC Recycling, Inc.
Southern Metals Company
Standard Iron & Metal Co., LLC (Oklahoma City, OK)
Standard Metals Recycling
TAG Acquisitions, Inc., (d/b/a National Material Recycling)
TE Connectivity (successor to AMP, Incorporated)
Techemet Trading Inc.
TEXEL Corporation
The Ford Meter Box Company, Inc.
The Kendra Group d/b/a Bell Enterprise
Thornton Iron & Metal, Inc.
Total Metal Recycling, Inc. (Transformit)
TTM Technologies, Inc. (Tyco Electronics Printed Circuit Group Dallas Division)
United States Metal Powders, Inc. (U.S. Bronze Powders)
United Technologies Corporation (UTC) on behalf of its wholly owned subsidiary,
Kidde-Fenwal, Inc., as the apparent successor to AFAC c/o National Foam, Inc.
Victor Technologies (Victor Equipment Company)
Victory White Metal Co.
Viking Recycling Inc.
Watts Regulator Co.
West Virginia Cashin Recyclables, Inc.
William Miller Scrap Iron & Metal Co.
Wolverine Brass Inc.
Wolverine Tube Inc. (Great Lakes Copper)