

and all prior CMOs incorporated therein by reference, and (ii) in accordance with the terms of the January 31, 2011 Consent Order (“Consent Order”) applicable to certain of those Third-Party Defendants, including Respondent, who have received written confirmation that CMO XII, paragraph 21(a) production of site files is complete from Drinker Biddle & Reath LLP, Andrews Kurth LLP, and/or Hannafan & Hannafan, Ltd. firms (collectively, counsel for Third-Party Plaintiffs), collectively the “Amended Production Requirements”.

Reservations and Comments

1. Respondent reserves the right to object to the production of any documents or other information on any ground, including relevance and undue burden, and to assert any applicable privilege, including the attorney-client privilege, the work product doctrine, the common interest doctrine, confidentiality, trade secret, State and Federal Homeland Security confidentiality and any other applicable protection. These disclosures are not intended to prejudice or waive any privileges or objections Respondent may have with respect to any outstanding or subsequent requests for discovery.

2. Respondent reserves its rights to challenge the competency, relevancy, materiality and admissibility of, or to object on any grounds to the use of, any of the documents produced during disclosure at the trial or any other action or proceeding.

3. Respondent’s investigation in this matter is continuing. Accordingly, it reserves the right to supplement, clarify, and revise these disclosures any time prior to trial to the extent additional information becomes available or is obtained through discovery. Further, Respondent reserves the right to amend these disclosures to the extent the claims brought by or alleged against Respondent in this litigation are amended.

4. Respondent reserves its right to rely on any facts, documents or other evidence that may develop or come to Respondent’s attention during the course of this matter. Respondent’s responses are set forth herein without prejudice to its right to assert additional objections or supplement its responses should Respondent discover additional grounds for doing so during the course of this matter.

5. Respondent's production excludes electronically stored information ("ESI"), if any, inasmuch as the discovery protocol for ESI has not yet been developed.

6. “Alleged Discharges” shall have the meaning set forth in the Court’s CMO

VIII.

7. "Site", per CMO VIII, is the Croda Site, the site with which Respondent is alleged to be associated in Third-Party Complaint "B".

8. This document production, made in accord with the Amended Production Requirements, is made with reference to the Alleged Discharges as defined in CMO VIII. Respondent makes its document production with full reservation of rights, and without waiver of any and all arguments it may have regarding the interpretation of CMO XII and other applicable Orders, including, but not limited to, arguments relating to the scope, nature, timing and manner of production.

9. Document production requirements set forth in CMO XII, paragraph 21, as amended by the Consent Order, are read in concert with CMO VIII, paragraph 3 and CMO V, paragraph 8 incorporated by reference in CMO XII, paragraph 1 ("the Excepted Information Categories").

10. As noted in the preceding paragraph, CMO XII, Paragraph 21 must be read in conjunction with prior CMOs. As such, the Excepted Information Categories of CMO VIII are applicable to Respondent's production. Without prejudice to or waiver of that position, Respondent is voluntarily producing documents herewith that would otherwise fall within the Excepted Information Categories.

11. To the extent requirements set forth in the Amended Production Requirements are repetitive, burdensome and /or unfairly place a duty of inquiry on Respondent as to the Newark Bay Complex locations other than the Site, disclosures herein are provided with reference to the Consent Order and CMO XII, paragraph 21(c), unless otherwise noted. With respect to application of the Amended Production Requirements to CMO XII, paragraph 21(b) obligations, reference is made to information previously furnished by the Joint Defense Group in connection with CMO V, paragraph 8.

12. Documents subject to claims of privilege, work product, confidentiality or trade secret will be detailed in a log to be furnished in accordance with the August 11, 2009 "Agreed Order Regarding Documents Withheld from Production" and/or "Confidential Information Order" as appended to CMO VIII as soon as practicable as provided under the Amended Production Requirements.

13. In accordance with the Court's August 11, 2009 Agreed Order Regarding Documents Withheld From Production and CMO XII, paragraph 21(d), Respondent has

neither produced nor will it log any documents dated after December 13, 2005 or those documents which are communications regarding, or which reflect the activities of, the Cooperating Parties Group, the Small Parties Group and/or the Joint Defense Group. Respondent asserts confidentiality and/or attorney-client privilege and/or protection under the joint defense, common interest and/or work product doctrines for all such documents.

Production as to Paragraph 21(c)

Copies of all non-privileged Documents other than electronic email discovery, that relate to:

(1) the following information for the site(s), properties and/or operations with which the Third-Party Defendant is associated in the Third-Party Complaints:

i. the release or discharge of Hazardous Materials from or at that Third Party Defendant's properties or operations;

ii. the operations, manufacturing and/or production processes, any Hazardous Materials stored or utilized on the property, and any sampling that took place on the property and any sampling or testing of the materials, by products or waste products used in connection therewith;

iii. sampling results from environmental, chemical, or biological testing conducted at that Third Party Defendant's properties; and

iv. any communications involving that Third-Party Defendant and any branch, department, agency or instrumentality of municipal, State or federal government relating to any discharges or releases of Hazardous Materials or this litigation.

Response - Subject to the reservations/comments noted above, including the non-waiver of its position that documents fall within an exception set forth in CMO VIII, Documents responsive to this request as to the Alleged Discharges, to the extent available, are on the enclosed disc.

(2) Any Documents relating to any industrial waste containing Hazardous Materials that was transported to, processed or treated at, or discharged from any of the sites and/or properties with which a Third Party Defendant is associated in the Third Party Complaints.

Response - Subject to the reservations/comments noted above, including the non-waiver of its position that documents fall within an exception set forth in CMO VIII, Documents responsive to this request as to the Alleged Discharge, to the extent available, are on the enclosed disc.

(3) Any insurance or indemnity agreement under which another person or entity may be liable to satisfy all or part of a possible judgment in this action or to indemnify or reimburse for payments made to satisfy said judgment.

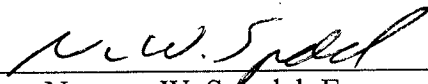
Response - Subject to the reservations/comments noted above, including the non-waiver of its position that documents fall within an exception set forth in CMO VIII, Documents responsive to this request as to the Alleged Discharges, to the extent available, are on the enclosed disc.

Dated: March 9, 2011

Respectfully submitted,

LOWENSTEIN SANDLER PC

**ATTORNEYS FOR THIRD-PARTY DEFENDANT
CRODA, INC.**

By: 
Norman W. Spindel, Esq.