



3. As of the effective date of this First Amendment and Access Agreement (“Amendment 1”), EPA is unaware of and has not asserted any existing violations or noncompliance with the terms of the 2009 ASAOC and 2009 SOW, and based on available information, NW Natural and Siltronic are in compliance with the terms of the 2009 ASAOC and the 2009 SOW.
4. Upon execution of this Amendment 1, NW Natural and EPA agree to allow Siltronic Corporation to leave the 2009 ASAOC and have no further obligations for performance of Work or payment of response costs under the 2009 ASAOC and SOW. Accordingly, upon execution of this Amendment 1, Siltronic Corporation is removed as a Respondent under the 2009 ASAOC.
5. Upon execution of this Amendment 1, as used in the 2009 ASAOC (including, but not limited to, Sections XIX, XXI and XXIII of the Settlement Agreement), the term “Respondents” does not include Siltronic Corporation. As used in the 2009 ASAOC and this Amendment 1, the terms “Respondents” or “Respondent” means NW Natural.
6. ACCESS AGREEMENT: Siltronic Corporation agrees upon reasonable notice from either NW Natural or EPA to provide EPA and DEQ, their representatives, including contractors and agents, with access at reasonable times to Siltronic’s property for purposes of conducting any activity related to the 2009 ASAOC and 2009 SOW. Unless accompanied by EPA or DEQ, Siltronic agrees, after reasonable advance notice, to provide Tribal Governments, Natural Resource Trustees, and their representatives, including contractors and agents, with access at reasonable times to Siltronic’s property for the purpose of consulting on the Work required by the 2009 ASAOC and 2009 SOW, or in the case of cultural resources issues, overseeing the Work required under the 2009 ASAOC and SOW. It is understood that all such visitors will be required to receive Siltronic’s visitor or contractor safety training. The extent of this training will depend on the nature of the requested access, but will be as short as possible.
7. Access to NW Natural shall be governed by the terms and conditions of the Access Agreement between Siltronic and NW Natural dated July 26, 2001, and all amendments thereto as applicable.
8. Notwithstanding any provision in this Access Agreement, EPA retains all of its access authorities and rights, as well as all of its rights to require land/water use restrictions, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulations.
9. This First Amendment and Access Agreement shall be effective upon signature by the Superfund and Emergency Management Division, Remedial Program Manager, U.S. EPA Region 10.

It is so Ordered and Agreed this 27<sup>th</sup> day of February, 2020.

By: Janie Clark for  
Sheila Fleming, Acting Director

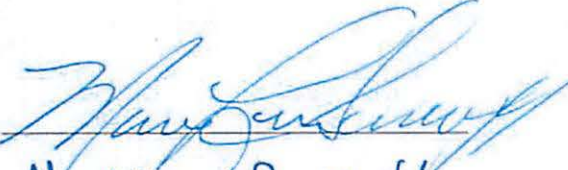
Superfund and Emergency Management Division

U.S. EPA, Region 10

By: \_\_\_\_\_  
Sheila Fleming, Acting Director  
Superfund and Emergency Management Division  
U.S. EPA, Region 10

Agreed this 27<sup>m</sup> day of February, 2020.

For Respondent NW Natural.

By:   
\_\_\_\_\_  
Mardilyn Saathoff  
*Printed Name*  
Sr. VP Regulatory + General Counsel  
*Title*

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

For Siltronic Corporation

By: \_\_\_\_\_  
\_\_\_\_\_  
*Printed Name*  
\_\_\_\_\_  
*Title*

By: \_\_\_\_\_  
Sheila Fleming, Acting Director  
Superfund and Emergency Management Division  
U.S. EPA, Region 10

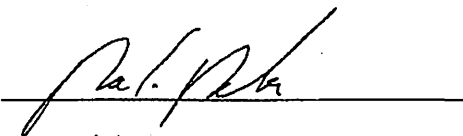
Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

For Respondent NW Natural.

By: \_\_\_\_\_  
\_\_\_\_\_  
*Printed Name*  
\_\_\_\_\_  
*Title*

Agreed this 30 day of JANUARY, 2020.

For Siltronic Corporation

By:   
\_\_\_\_\_  
NEIL NELSON  
*Printed Name*  
PRESIDENT SILTRONIC CORP.  
*Title*