

AMERICAN ARBITRATION ASSOCIATION
Commercial Arbitration Tribunal

In the Matter of the Arbitration Between:

Case No. 13 180 Y 1865 11

NEIL PISANE, individually and as a holder of 42.5%
of the shares of S&N CHEMICAL CO., INC.

-and-

STEVEN FEIG, individually and as a holder of 42.5%
of the shares of S&N CHEMICAL CO., INC.

FINAL AWARD

I, the UNDERSIGNED ARBITRATOR, having been designated in accordance with the arbitration provisions of the parties' Shareholders' Agreement dated as of January 1, 2004 (the "Agreement"); and having been duly sworn; and having heretofore issued a Partial Final Award dated February 14, 2012, which, among other things, determined that Steven Feig (hereinafter "Respondent") was the "prevailing party" in accordance with Article 35 of the Agreement; and having read and duly considered the proofs and allegations of Respondent in support of his application for costs, disbursements and counsel fees; and of Neil Pisane (hereinafter "Claimant") in opposition thereto; do hereby DECIDE and AWARD as follows:

The provisions of Article 35 of the Agreement must be strictly construed and the fees of Gettry Marcus Stern & Lehrer, CPA, P.C., Bauman + Krasnoff LLP, Martin Grossbach, P.C. and Salamon, Gruber, Blaymore & Strenger, P.C. are not reimbursable here. Moreover, I have concluded that it would be more appropriate for the parties to share the costs, including Arbitrator fees, of this arbitration.

Accordingly, as and for the **AWARD** herein:

1. Claimant shall pay to Respondent the sum of ONE HUNDRED FIFTY-TWO THOUSAND, THREE HUNDRED TEN DOLLARS and TWENTY-THREE CENTS (\$152,310.23), plus interest at the New York legal rate from the date of this Award until said sum is paid in full.
2. The administrative fees of the American Arbitration Association totaling \$20,150.00 shall be borne by the parties as incurred; and the compensation of the Arbitrator totaling \$13,687.50 shall be borne by the parties equally.
3. This Award is in full and complete settlement and satisfaction of any and all claims, counterclaims, requests and applications presently before this Arbitrator; and any claim, counterclaim, request or application not specifically granted herein is nonetheless deemed DENIED.

5/7/12

Date



John F. Byrne, Esq.

I, John F. Byrne, Esq., do hereby affirm upon my Oath as Arbitrator that I am the individual described in and who executed this instrument, which is my Award.

5/7/12

Date



John F. Byrne, Esq.