AGREEMENT REGARDING CONFIDENTIALITY OF BUSINESS INFORMATION

The United States Environmental Protection Agency (EPA) and Columbia Falls Aluminum Company (CFAC) hereby agree that settlement of the Government's claim concerning the Columbia Falls Aluminum Plant Superfund site will involve the production of documents which have been submitted to the EPA by various contractors (listed in Annex 1) (hereinafter "submitters") containing certain information which may be entitled to confidential treatment under 40 CFR Part 2. Furthermore, the parties herein agree that the limitation on the disclosure of the documents subject to this Agreement is necessary in order to protect the interests of the submitters in the confidentiality of their business information.

The terms of the Agreement Regarding Confidentiality of Business Information (hereinafter "Agreement") are as follows:

1. EPA shall provide the document(s) containing information which may be entitled to confidential treatment to CFAC and such document(s) shall be handled in accordance with the terms of this Agreement.

2. As used in this Agreement, the term "confidential information" means trade secrets or commercial or financial information submitted by a person to EPA and which may be entitled to confidential treatment under 40 CFR Part 2. This information has not been determined by EPA under 40 CFR Part 2, Subpart B not to be entitled to confidential treatment.

3. Any information to be produced by EPA pursuant to this Agreement shall be stamped conspicuously with the words "CONFIDENTIAL BUSINESS INFORMATION" by EPA on the top of each page of each document prior to production to CFAC. The transmittal of information designated as confidential shall be done by letter from EPA stating that the information designated as confidential is subject to this Agreement.

4. Information designated as confidential under this Agreement shall not be used or disclosed by CFAC or CFAC's counsel or any other person subject to paragraph 5 below for any purpose other than the preparation for negotiation of a settlement or related litigation, including for purposes of cost recovery.

5. CFAC and CFAC's counsel who obtain information designated as confidential hereunder, and any nonparty subject to this Agreement, shall not disclose or permit disclosure of this information to any other person, including without limitation any officer, director, employee, agent, or representative of CFAC Or CFAC's counsel, or any nonparty, except in the following circumstances:

a. Disclosure may be made to employees of CFAC, its affiliates or CFAC's counsel who have responsibility for settlement negotiations involving the Columbia Falls Aluminum Plant Superfund site. Any employee to whom disclosure is made shall be advised of, and become subject to, the provisions of this Agreement prior to such disclosure by executing the Confidentiality Agreement (Annex 2) annexed hereto. Employees do not include persons, firms

or corporations engaged by CFAC, its affiliates or CFAC's counsel on a contract basis, who shall be subject to the requirements of subparagraph (b) of this paragraph.

b. Disclosure may be made to consultants, witnesses, experts, or employees of experts ("Expert(s)") employed or otherwise engaged by CFAC or CFAC's counsel to assist in the preparation for negotiations or in cost recovery litigation. Prior to disclosure to any Expert, the Expert must agree to be bound by the terms of this Agreement by executing the Confidentiality Agreement annexed hereto (Annex 2). A copy of each executed Confidentiality Agreement shall be furnished to EPA and submitters not less than five (5) business days prior to disclosure to the Expert of the business information.

c. Disclosure may be made to other parties in litigation related to the Columbia Falls Aluminum Plant Superfund Site (the "Related Litigation"). Prior to disclosure to any other party, the party must agree to be bound by the terms of this Agreement by executing a confidentiality agreement that contains terms substantially similar to the terms of this Agreement. A copy of each executed Confidentiality Agreement shall be furnished to EPA and submitters not less than five (5) business days prior to disclosure to the party of the business information.

d. Notwithstanding the above, CFAC may utilize information designated as confidential information in court filings in the Related Litigation so long as such confidential information is filed under seal.

6. CFAC or CFAC's counsel and any other person subject to this Agreement who obtains information designated as confidential hereunder, shall take all necessary and appropriate measures to maintain the confidential nature of the information, shall share such information only with persons authorized to receive it pursuant to this Agreement, and shall retain the information in a secure manner. Except as provided in paragraph 5 above, no other person shall be permitted access to the information.

7. Any person who obtains access to information designated as confidential under this Agreement may make copies, duplicates, extracts, summaries, or descriptions of the information or any portion thereof only for the purpose of preparation for settlement negotiations for cost recovery at the Columbia Falls Aluminum Plant Superfund site. All copies, duplicates, extracts, etc. shall be subject to terms of this Agreement to the same extent and manner as original documents.

8. Any unauthorized disclosure of information designated as confidential under this Agreement shall not result in a waiver of any submitter's claim of confidentiality.

9. Within 60 days after termination of negotiations, or as determined by EPA, any person who obtained information designated as confidential under this Agreement shall assemble and return such information to EPA, including all copies, extracts, summaries, or descriptions of the information or portions thereof. Such return shall be certified in writing by the person who obtained the information from EPA. All such information covered by this Agreement which constitutes the work product of counsel or CFAC shall be destroyed. However, if before the expiration of the 60 days the United States has filed in Federal court a cost recovery action for the Columbia Falls Aluminum Plant Superfund site, naming CFAC as a party, CFAC may retain

the information. Such retention shall be governed by the provisions of this Agreement until entry of a protective order governing the information.

Signature For Columbia Falls Aluminum Company:

_____

Date of Signature: 9/10/15

Signature For EPA:

_____

Date of Signature: _____

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ANNEX 1 TO AGREEMENT
REGARDING CONFIDENTIALITY OF BUSINESS INFORMATION
BETWEEN EPA AND COLUMBIA FALLS ALUMINUM COMPANY

List of Contractors

ALS Laboratory Group – EPW09036
960 West LeVoy Drive
Salt Lake City, UT 84123

Chemtech Consulting Group – EPW11030
284 Sheffield Street
Mountainside, NJ 07092

Liberty Analytical Corporation – EPW11032
501 Madison Avenue
Cary, NC 27513

Toereok Associates, Inc. – EPR80910
300 Union Blvd, #520
Lakewood, CO 80228

Techlaw, Inc – EPW06033
14500 Avion Parkway, Suite 300
Chantilly, VA 20151

Weston Solutions, Inc. – 68-S8-1301
1400 Weston Way
PO Box 2653
West Chester, PA 19380

Computer Sciences Corporation
3170 Fairview Park Drive
Falls Church, VA 22042

ANNEX 2 TO AGREEMENT
REGARDING CONFIDENTIALITY OF BUSINESS
INFORMATION BETWEEN EPA AND COLUMBIA FALLS ALUMINUM
COMPANY BUSINESS INFORMATION CONFIDENTIALITY AGREEMENT

The undersigned is currently working at _____ which is located at _____. During the past year the undersigned has been employed or otherwise engaged as a consultant or contractor by the following companies located at the corresponding address:

1)

2)

The undersigned hereby acknowledges that he/she has read the foregoing Agreement Regarding Confidentiality of Business Information ("Agreement") executed by the attorneys for the parties involved in settlement of the Government's claim concerning the Columbia Falls Aluminum Superfund site, understands the terms thereof, and agrees to be bound by such terms. The undersigned understands that disclosure of information which has been designated as confidential by the submitter of that information may cause substantial harm to the affected business' competitive position. Accordingly, among other responsibilities, the undersigned shall only share such information with persons specifically authorized to receive the information pursuant to the Agreement, shall retain the information in a secure manner, and shall use such information only for the purposes authorized by the Agreement. The undersigned understands that the pledge of confidentiality under this Confidentiality Agreement continues after any lawsuit associated with the settlement negotiations is over. Furthermore, the undersigned understands that a breach of the Agreement may subject him/her to civil claims for damages and to criminal prosecution under 42 U.S.C. 9604(e)(7)(B).

Dated: _____

Signed: _____

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Annex 2

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