IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: REICHHOLD HOLDINGS US, INC., *et al.*, Debtors.	Chapter 11 Case No. 14-12237 (MFW) Jointly Administered

SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES AND THE DEBTORS

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I. RECITALS

WHEREAS, Reichhold Holdings US, Inc. and its affiliates listed in Exhibit A (collectively, the "Debtors") filed with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court" or "Court") voluntary petitions for relief under Title 11 of the United States Code (the "Bankruptcy Code") on September 30, 2014 (the "Petition Date") , which have been consolidated for procedural purposes and are being jointly administered as *In re: Reichhold Holdings US, Inc.*, Case No. 14-12237 (the "Bankruptcy Cases");

WHEREAS, the United States, on behalf of the United States Environmental Protection Agency ("EPA"), the United States Department of the Interior ("DOI"), and the United States Department of Commerce, acting through the National Oceanic and Atmospheric Administration ("NOAA") (collectively, the "Settling Federal Agencies"), contends that Reichhold Inc. is liable under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601-9675, for (i) costs incurred and to be incurred by the United States in response to releases and threats of releases of hazardous substances at or in connection with certain Liquidated Sites (as defined herein), and (ii) natural resource damages and costs of assessment at or in connection with certain Liquidated Sites;

WHEREAS, the United States, on behalf of the Settling Federal Agencies, has filed proofs of claim (Claim Nos. 2772, 4807, 4808, 4809, 4810, 4811, 4812, 4813, 4814, 4815, and 4816) (the "U.S. Proofs of Claim") against Reichhold, Inc.;

WHEREAS, the Debtors disagree with the United States' contentions, and but for this Settlement Agreement, would dispute, in whole or in part, the U.S. Proofs of Claim;

WHEREAS, certain potentially responsible parties implementing response actions at the Liquidated Sites have filed proofs of claim for contribution for response costs from the Debtors;

WHEREAS, on November 19, 2015, the Debtors filed the Plan of Liquidation (as defined below);

WHEREAS, the proposed order confirming the Plan of Liquidation will provide: "Nothing in the Plan or this Order approving the Plan discharges, releases, precludes or enjoins: (i) any environmental liability to a Governmental Unit on the part of any entity as the owner or operator of property after the Confirmation Date; or (ii) any liability to a Governmental Unit on the part of any Entity other than the Debtors or Liquidating Trust.";

WHEREAS, the Debtors and the Settling Federal Agencies wish to resolve their differences with respect to the U.S. Proofs of Claim and address other matters as provided herein;

WHEREAS, the United States and the Debtors have entered into separate agreements with respect to the Pioneer Sand Site and the Debtors' owned property in Gulfport, Mississippi.

WHEREAS one of the Debtors, Canadyne-Georgia Corporation ("CGC"), owns certain real property described on Exhibit B ("FV Property") attached hereto and incorporated herein by reference;

WHEREAS, Canadyne-Georgia Corporation and other affiliated companies ("Reichhold") entered into an agreement with the United States whereby the Reichhold companies paid $5 million to settle CERCLA liability under Sections 106 and 107 to the

United States with respect to the Woolfolk Chemical Superfund Site ("Woolfolk Site") and was released from CERCLA liability and responsibility respecting the Woolfolk Site other than (1) obligations to provide access to the FV Property to the United States and its contractors related to response activity at the Woolfolk Site; (2) compliance with institutional controls restricting the use of the FV Property as required by the United States; (3) respecting future conveyances of the FV Property, (a) providing notice to the United States; (b) including in any conveyance documents reference to the recorded location of deed restrictions on such FV Property; (c) inclusion of any required institutional controls in any deed conveying an interest in such FV Property; (3) various record retention requirements; and (4) an obligation to provide any documents or other information in its control or in the control of its contractors or agents relating to the Woolfolk Site. That agreement was embodied in a Consent Decree which was filed on April 8, 2005 in connection with *United States of America v. Reichhold Limited, et al.*, filed in the United States District Court for the Middle District of Georgia, Macon Division, Case No. 5:03-CV-0077-3(CAR) ("Woolfolk Consent Decree");

WHEREAS under the Plan CGC and the other Debtors are being merged through multiple steps into Reichhold Liquidation, Inc., which will change its name to Liquidating Reichhold, Inc. ("R in L") and R in L will as a result be the record owner of the FV Property. R in L will be owned by the Liquidating Trust and the Liquidating Trustee will be the sole officer and director of R in L;

WHEREAS the Debtors are entering into a separate agreement with the Georgia Department of Natural Resources ("DNR") pursuant to which its claim number 4802 will be allowed as a general unsecured claim of the consolidated Debtors and its claim

numbers 4803 and 4804 will be withdrawn and DNR agrees that the Debtors, R in L, the Liquidating Trust and Liquidating Trustee will have no further ongoing responsibilities or liabilities with respect to the FV Property.

WHEREAS CGC is alleged to be administratively insolvent and so but for the consolidation into R in L there would be no funds or other assets to, among other things (1) pay a dividend to the DNR on account of its claim; or (2) otherwise comply with any of the terms of the Woolfolk Consent Decree;

WHEREAS, the treatment of liabilities provided for herein represents a compromise of the contested positions of the Parties that is entered into solely for purposes of this settlement, and the Parties reserve their legal arguments as to any issues involved in other matters;

WHEREAS, in consideration of, and in exchange for, the promises and covenants herein, including, without limitation, the covenants set forth in Paragraphs 16 and 22, and subject to the provisions of Paragraphs 29-32, intending to be legally bound hereby, the Parties hereby agree to the terms and provisions of this Settlement Agreement;

WHEREAS, this Settlement Agreement is in the public interest and is an appropriate means of resolving these matters;

NOW, THEREFORE, without the admission of liability or the adjudication of any issue of fact or law, and upon the consent and agreement of the Parties by their attorneys and authorized officials, it is hereby agreed as follows:

II. DEFINITIONS

1. Unless otherwise expressly provided herein, terms used in this Settlement Agreement that are defined in CERCLA, other environmental laws, or their regulations or

in the Bankruptcy Code shall have the meaning assigned to them therein. In addition, terms defined in the recitals shall have the meaning set forth therein. Whenever terms listed below are used in this Settlement Agreement, the following definitions shall apply:

a. "Administrative Expense" has the meaning set forth in the Plan of Liquidation.

b. "Allowed" has the meaning set forth in the Plan of Liquidation.

c. "Claim" has the meaning provided in Section 101(5) of the Bankruptcy Code.

d. "Day" means a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.

e. "Debtors" shall mean Reichhold Holdings, U.S., Inc., and its affiliates listed in Exhibit A, and R in L as successor in interest to the Debtors pursuant to the Plan of Liquidation.

f. "Effective Date" means the date on which this Settlement Agreement is approved by order the Bankruptcy Court.

g. "General Unsecured Claim" has the meaning set forth in the Plan of Liquidation.

h. "Hazardous Substance Superfund" means the Hazardous Substance Superfund established pursuant to 26 U.S.C. § 9507.

i. "Liquidated Sites" means the following nine sites:

1) the Peterson/Puritan, Inc. Superfund Site in Rhode Island;

2) the Berry's Creek Study Area operable unit of the Ventron/Velsicol Superfund Site in New Jersey ("Berry's Creek Site");

3) the Lower Passaic River Study Area of the Diamond Alkali Superfund Site in New Jersey;

4) the Kin-Buc Landfill Superfund Site in New Jersey;

5) the Picketville Road Landfill Site in Florida;

6) the Baldwin Park Operable Unit Site in California (the "BPOU Site");

7) the Omega Chemical Corporation Superfund Site in California (the "Omega Site");

8) the Yosemite Slough Site in California; and

9) the Lower Duwamish Waterway Superfund Site in Washington.

A "Liquidated Site" listed above in Paragraph 1.i shall be construed to include: (i) for those sites now or hereafter included on the NPL, all areas of a site as defined by EPA for purposes of the NPL, including any later expansion of such site as may be determined by EPA, and any natural resources affected or potentially affected by the release or threatened release of hazardous substances at or from such sites; or (ii) for those sites not included on the NPL, all areas and natural resources affected or potentially affected by the release or threatened release of hazardous substances at or from such sites.

j. "Liquidating Trust" has the meaning set forth in the Plan of Liquidation and shall include the Liquidating Trustee (as defined in the Plan of Liquidation).

k. "NPL" means the National Priorities List, 40 C.F.R. Part 300.

l. "Parties" means the Debtors and the United States (any one of which, individually, shall be referred to herein as a "Party").

m. "Plan of Liquidation" or "Plan" means the Second Amended Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code Proposed by the Debtors, filed on November 19, 2015 (including as it may be revised, amended, and supplemented from time to time).

n. **"**OPOG" means the Omega PRP Organized Group.

o. **"**BPOU PRP Group" means the certain PRPs associated with the Baldwin Park Operable Unit Site, who are listed in Exhibit C.

p. "RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k.

q. "Settling PRP Groups" means OPOG and/or BPOU PRP Group to the extent OPOG and/or BPOU PRP Group have complied with the procedures set forth in Paragraphs 4.g. and 4.h.

r. "United States" means the United States of America and each department, agency, and instrumentality of the United States, including each of the Settling Federal Agencies and each successor department, agency, or instrumentality of the Settling Federal Agencies.

III. JURISDICTION

2. The Court has jurisdiction over the subject matter hereof pursuant to 28 U.S.C. §§ 157, 1331, and 1334.

IV. PARTIES BOUND; SUCCESSION AND ASSIGNMENT

3. This Settlement Agreement applies to, is binding upon, and shall inure to the

benefit of the United States, the Debtors, the Debtors' legal successors and assigns, including the Liquidating Trust, and any trustee, examiner, or receiver appointed in the Bankruptcy Cases.

V. LIQUIDATED SITES – ALLOWED CLAIMS

4. The Settling Federal Agencies and the Settling PRP Groups shall have allowed general unsecured claims (individually, an "Allowed Unsecured Claim" and, collectively, the "Allowed General Unsecured Claims") in the amounts set forth below. The United States shall receive no distributions or payments from the Debtors or the Liquidating Trust in the Bankruptcy Cases with respect to the Liquidated Sites other than as set forth in this Settlement Agreement.

a. With respect to the Peterson/Puritan, Inc. Superfund Site, the United States on behalf of EPA shall have an Allowed General Unsecured Claim of $205,211 against the Debtors.

b. With respect to the Berry's Creek Study Area operable unit of the Ventron/Velsicol Superfund Site, the United States on behalf of EPA shall have an Allowed General Unsecured Claim of $400,000 against the Debtors.

c. With respect to the Lower Passaic River Study Area of the Diamond Alkali Superfund Site, the United States on behalf of EPA shall have an Allowed General Unsecured Claim of $8,000,000 against the Debtors.

d. With respect to the Yosemite Slough Superfund Site, the United States on behalf of EPA shall have an Allowed General Unsecured Claim of $268,000 against the Debtors.

e. With respect to the Lower Duwamish Waterway Superfund Site: (i) the United States on behalf of EPA shall have an Allowed General Unsecured Claim of $4,300,000 against Reichhold Inc.; (ii) the United States on behalf of NOAA shall have an Allowed General Unsecured Claim of $5,937; and (iii) the United States on behalf of DOI shall have an Allowed General Unsecured Claim of $558,897.74 (which includes DOI assessment costs of $3,897.74) against the Debtors.

f. With respect to the Kin-Buc Landfill Superfund Site, the United States on behalf of NOAA shall have an Allowed General Unsecured Claim of $29,487.47 against the Debtors.

g. With respect to the Omega Site, on March 6, 2015, OPOG filed a proof of claim in this matter, Claim Register No. 2660. On July 9, 2015, OPOG filed a second proof of claim in this matter, Claim Register No. 4864 (with Claim Register No. 2660, the "OPOG's Proofs of Claim"). On September 18 and 19, 2015, the Debtor filed objections to OPOG's Proofs of Claim pursuant to Section 502(e) of the Bankruptcy Code on the grounds that it had filed duplicative proof of claims (Claim Register Nos. 2660 and 4864) and that the OPOG Proofs of Claim duplicated the proof of claim of the United States for the Omega Site. The OPOG thereafter withdrew the OPOG Proofs of Claim. In connection with this Settlement Agreement, the Debtors are negotiating with the OPOG in an attempt to enter into a written agreement prior to the effective date of the Plan of Liquidation, a copy of which shall be provided to the United States on behalf of the EPA, providing that OPOG's Claim 4864 shall be reinstated and Allowed as a General Unsecured Claim in the amount of $4,000,000 (the "OPOG Allowed Claim") and all liabilities and obligations for the Omega Site that have been or ever could be

asserted by the OPOG or any of its members against the Debtors are discharged and satisfied by distributions to be made on account of the OPOG Allowed Claim. Pursuant to this Settlement Agreement, the United States on behalf of EPA shall have an contingent Allowed General Unsecured Claim of $4,000,000 against the Debtors with respect to the Omega Site (the "Omega Site Claim"), which contingent Allowed General Unsecured Claim shall only be entitled to a distribution from the Debtors in the event that no settlement agreement is reached between the Debtors and OPOG prior to the effective date of the Plan of Liquidation as set forth in this paragraph.

h. With respect to the BPOU Site, certain proofs of claim were filed by various PRPs as set forth in Exhibit C (collectively, the "BPOU Proofs of Claim"). In connection with this Settlement Agreement, the Debtors are attempting to negotiate and to enter into a written agreement with the BPOU PRP Group prior to the effective date of the Plan of Liquidation, a copy of which shall be provided to the United States on behalf of the EPA, providing that the BPOU Proofs of Claim shall be merged into a single proof of claim and shall be Allowed as a General Unsecured Claim in the amount of $3,000,000 (the "BPOU Allowed Claim") and all liabilities and obligations for the BPOU Site that have been or ever could be asserted by the BPOU PRP Group or any of its members against the Debtors are discharged and satisfied by distributions to be made on account of the BPOU Allowed Claim. Pursuant to this Settlement Agreement, the United States on behalf of EPA shall have a contingent Allowed General Unsecured Claim of $3,000,000 against the Debtors with respect to the BPOU Site (the "BPOU Site Claim"), which contingent Allowed General Unsecured claim shall only be entitled to a distribution from the Debtors in the event that no settlement agreement is reached

between the Debtors and the BPOU PRP Group prior to the effective date of the Plan of Liquidation as set forth in this paragraph.

i. As to the FV Property, the United States agrees that (1) notwithstanding any contrary provisions in this Agreement, the Plan or Confirmation Order neither the Debtors, R in L, the Liquidating Trust or Liquidating Trustee , as an officer or director of R in L, or in any other capacity shall have any obligations or liability under CERCLA with respect to the FV Property other than: (A) to provide EPA access to the FV Property; (B) compliance with institutional controls restricting the use of the FV Property required by the United States, including inclusion of any required institutional controls in any deed conveying an interest in such FV Property; (C) to provide notice to the United States at least 30 days in advance of any conveyance of any FV Property; (D) not to convey any FV Property to any third party except as specifically consented to by the United States; (E) to provide the United States with notice of any application to destroy records relating to the FV Property or response actions respecting the Woolfolk Site and in the event so requested by the United States, to provide the United States within 30 days of such request with the opportunity to take possession of such records at the sole cost and expense of the United States. The parties recognize that neither R in L nor the Liquidating Trustee have any obligations to retain or otherwise store, review, compile, index or segregate such records and such parties are free to make an application to the Bankruptcy Court, with Notice to the United States in accordance with the Bankruptcy Code and to the Notice Parties listed in Section XIII, to destroy such records at any time, and that such parties' obligations respecting such records are limited to making available to the United States upon its request such records such parties reasonably believe relate to

the FV Property or response actions respecting the Woolfolk Site without further obligation to the United States and with no warranty or representations.

j. As to the Picketville Road Landfill Site in Florida, the United States, on behalf of EPA, shall have no allowed claim.

VI. SUMMARY OF ALLOWED CLAIMS

5. As itemized in Paragraph 4, each of the following Parties shall have Allowed General Unsecured Claims in the total amounts listed below:

Claimant	Total Allowed General Unsecured Claims	Allowed Claim Number	Duplicative Claim Numbers
United States on behalf of EPA	$13,173,211	4814	4807, 4808, 4809, 4810, 4811, 4812, and 4813 (all duplicative claims deemed merged into 4814)
United States on behalf of EPA relating to Omega Site[1]	$4,000,000		
United States on behalf of EPA relating to BPOU Site[2]	$3,000,000		
United States on behalf of DOI	$558,897.74	4816	N/A
United States on behalf of NOAA	$35,424.47	4815	N/A

[1] This Claim is a contingent Allowed General Unsecured Claim that shall only be entitled to a distribution from the Debtors in the event that the Debtors and the OPOG do not enter into an agreement as set forth in paragraph 4.g.

[2] This Claim is a contingent Allowed General Unsecured Claim that shall only be entitled to a distribution from the Debtors in the event that the Debtors and the BPOU PRP Group do not enter into an agreement as set forth in paragraph 4.h.

VII. TREATMENT OF ALLOWED CLAIMS

6. All Allowed General Unsecured Claims authorized by this Settlement Agreement shall receive the same treatment under the Plan of Liquidation, without discrimination, as all other Allowed General Unsecured Claims, with all attendant rights provided by the Bankruptcy Code and other applicable law. In no event shall the General Unsecured Claims allowed or to be allowed pursuant to this Settlement Agreement be subordinated to any other Allowed General Unsecured Claims pursuant to any provision of the Bankruptcy Code or other applicable law that authorizes or provides for subordination of allowed Claims, including, without limitation, Sections 105, 510, and 726(a)(4) of the Bankruptcy Code.

7. Notwithstanding any other provision of this Settlement Agreement, and except as provided under applicable non-bankruptcy law, there shall be no restrictions on the ability and right of the Settling Federal Agencies to transfer or sell in accordance with the Bankruptcy Code and Bankruptcy Rules their right to all or a portion of any distributions or payments under the Plan to one or more third parties, or to transfer or sell to one or more third parties all or a portion of any Allowed General Unsecured Claims authorized pursuant to this Settlement Agreement.

8. The treatment of Claims as Allowed General Unsecured Claims under this Settlement Agreement is without prejudice to any right of the United States to set off, against the debts underlying such Claims, any debts owed to a particular Debtor or Debtors.

VIII. CREDITS AND SITE ACCOUNTS

9. With respect to the Allowed General Unsecured Claims set forth in

Paragraph 4 for the Settling Federal Agencies, only the amount of cash received by each such entity (and net cash received upon sale of any non-cash distributions) pursuant to this Settlement Agreement for the Allowed General Unsecured Claim relating to a particular site, and not the total amount of all the Allowed General Unsecured Claim granted therein, shall be credited as a recovery by each such entity for the particular site, which credit shall reduce the liability of non-settling potentially responsible parties for the site by the amount of the credit.

10. Any cash distributions or proceeds of any non-cash distributions that EPA receives for (i) the Peterson/Puritan, Inc. Superfund Site; (ii) Lower Passaic River Study Area of the Diamond Alkali Superfund Site; (iii) Lower Duwamish Waterway Superfund Site; and (iv) the Baldwin Park Operable Unit Site shall be deposited by EPA in special accounts established by EPA for the sites within the Hazardous Substance Superfund pursuant to Section 122(b)(3), 42 U.S.C. § 9622(b)(3), to be retained and used to conduct or finance response actions at or in connection with the sites, or to be transferred to the Hazardous Substance Superfund. As to other Liquidated Sites, EPA may, in its sole discretion, deposit any portion of any cash distributions it receives for a site on account of Paragraph 4 into the Hazardous Substance Superfund or into a special account established by EPA for the site within the Hazardous Substance Superfund pursuant to Section 122(b)(3), 42 U.S.C. § 9622(b)(3), to be retained and used to conduct or finance response actions at or in connection with the site, or to be transferred to the Hazardous Substance Superfund.

IX. RESOLUTION OF PROOFS OF CLAIM

11. The U.S. Proofs of Claim shall be deemed satisfied in full in accordance with the terms of this Settlement Agreement and the Settlements for the Gulfport, Mississippi facility and the Pioneer Sand Site.

X. DISTRIBUTION/PAYMENT INSTRUCTIONS

12. Cash distributions and payments to the United States pursuant to Article V and VII shall be made at https://www.pay.gov or by FedWire Electronic Funds Transfer to the United States Department of Justice account in accordance with instructions, including a Consolidated Debt Collection System ("CDCS") number, to be provided to the Debtors or Liquidating Trust by the Financial Litigation Unit of the United States Attorney's Office for the District of Delaware.

13. In the event the OPOG or the BPOU PRP Group enter into a written settlement agreement as set forth in paragraphs 4.g or 4.h they shall provide Debtors or Liquidating Trust the necessary payment information, as well the name(s) and addresses(s) of any person(s) to receive written notices in accordance with Paragraph 28.

14. In the event that the United States sells or transfers its Claims, distributions or payments on such Claims shall be made to a transferee only at such time as the Debtors and/or Liquidating Trust receive written instructions from the United States directing that distributions or payments be made to a transferee and instructions as to where such distributions or payments should be directed, and, prior to the closing of the Bankruptcy Cases, after an evidence of claim transfer has been filed with the Bankruptcy Court in accordance with the Bankruptcy Code and Bankruptcy Rules.

15. At the time of any distribution or payment pursuant to this Settlement Agreement, the Debtors or the Liquidating Trustee shall transmit written confirmation of such distribution or payment to the United States at the addresses specified in Paragraph 28, and to the EPA Cincinnati Finance Office by email at cinwd_acctsreceivable@epa.gov, with a reference to Bankruptcy Case Number 14-12237, the CDCS number, and the applicable Site/Spill ID number(s) from Exhibit D.

XI. COVENANTS AND RESERVATIONS

16. In consideration of all of the foregoing, including, without limitation, the distributions and/or payments that will be made and the Allowed General Unsecured Claims authorized pursuant to the terms of this Settlement Agreement, and except as specifically provided in Paragraphs 19-21:

a. EPA covenants not to file a civil action or take administrative action against the Debtors or Liquidating Trust pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, with respect to each of the Liquidated Sites.

b. DOI covenants not to file a civil action or take administrative action against the Debtors or Liquidating Trust pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607, with respect to each of the Liquidated Sites for which DOI is receiving an Allowed Claim pursuant to Paragraph 4. With respect to all other Liquidated Sites, all liabilities and obligations of the Debtors to DOI under Section 107 of CERCLA, 42 U.S.C. § 9607, arising from acts, omissions, or conduct of the Debtors or their predecessors prior to the Petition Date shall be discharged under Section 1141 of the Bankruptcy Code by the confirmation and effectiveness of the Plan of Liquidation. For the avoidance of doubt, to the extent claims of the United States were required to be filed prior to any bar date set by

the Bankruptcy Court, this paragraph shall not be deemed to be a waiver of such requirement.

c. NOAA covenants not to file a civil action or take administrative action against the Debtors or Liquidating Trust pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607, with respect to each of the Liquidated Sites for which NOAA is receiving an Allowed Claim pursuant to Paragraph 4. With respect to all other Liquidated Sites, all liabilities and obligations of the Debtors to NOAA under Section 107 of CERCLA, 42 U.S.C. § 9607, arising from acts, omissions, or conduct of the Debtors or their predecessors prior to the Petition Date shall be discharged under Section 1141 of the Bankruptcy Code by the confirmation and effectiveness of the Plan of Liquidation. For the avoidance of doubt, to the extent claims of the United States were required to be filed prior to any bar date set by the Bankruptcy Court, this paragraph shall not be deemed to be a waiver of such requirement.

d. Nothing herein shall modify the covenants not to sue in the Woolfolk Consent Decree.

e. The covenants set forth in this Paragraph 16 shall take effect on the Effective Date.

17. This Settlement Agreement in no way impairs the scope and effect of the Debtors' discharge under Section 1141 of the Bankruptcy Code as to any third parties or as to any Claims that are not addressed by this Settlement Agreement.

18. Without in any way limiting the covenants set forth in Paragraph 16 (and the reservations thereto set forth in Paragraphs 19-21), and notwithstanding any other provision of this Settlement Agreement, such covenants shall also apply to the

Debtors'and the Liquidating Trust's successors and assigns, officers, directors, employees, and trustees but only to the extent that the alleged liability of the successor or assign, officer, director, employee, or trustee of any Debtor or the Liquidating Trust is based solely on its status as and in its capacity as a successor or assign, officer, director, employee, or trustee of any Debtor or the Liquidating Trust.

19. The covenants set forth in Paragraph 16 extend only to the Debtors, the Liquidating Trust, and the persons described in Paragraph 18 and do not extend to any other person. Nothing in this Settlement Agreement is intended as a covenant for any person or entity other than the Debtors, the Liquidating Trust, the United States, the Settling Federal Agencies and the persons described in Paragraph 18. The Settling Federal Agencies and the Debtors expressly reserve all Claims, demands, and causes of action, either judicial or administrative, past, present, or future, in law or equity, which they may have against all other persons, firms, corporations, entities, or predecessors of the Debtors for any matter arising at or relating in any manner to the sites or Claims addressed herein. Further, nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to enter into any settlement that gives rise to contribution protection for any person not a Party to this Settlement Agreement.

20. The covenants set forth in Paragraph 16 do not pertain to any matters other than those expressly specified therein. The United States expressly reserves, and this Settlement Agreement is without prejudice to, all rights against the Debtors and Liquidating Trustee and the persons described in Paragraph 18 with respect to all matters not settled herein. The United States also specifically reserves, and this Settlement

Agreement is without prejudice to, any action based on: (i) a failure to meet a requirement of this Settlement Agreement, and/or (ii) matters addressed in the separate Stipulation and Settlement Agreement regarding the Pioneer Sand Superfund Site in Florida (iii) matters addressed in the separate Settlement Agreement for the Reichhold Gulfport facility in Gulfport, Mississippi. In addition, the United States reserves, and this Settlement Agreement is without prejudice to, all rights against the Debtors and the Liquidating Trustee and the persons described in Paragraph 18 with respect to the Liquidated Sites for liability under federal or state law for their future affirmative actions creating liability that occur after the date this Settlement Agreement is filed with the Bankruptcy Court. As used in the preceding sentence, the phrase "future affirmative actions creating liability" does not include continuing releases related to debtors' conduct prior to the date this Settlement Agreement is filed with the Bankruptcy Court. Nothing in this Settlement Agreement releases or nullifies any liability of any entity as an owner or operator of property for their affirmative actions that occur from and after the Effective Date.

21. Nothing in this Settlement Agreement shall be deemed to limit the authority of the United States to take any response action under Section 104 of CERCLA, 42 U.S.C. § 9604, or any other applicable statute or regulation, or to alter the applicable legal principles governing judicial review of any action taken by the United States pursuant to such authority, provided, however, that nothing in this sentence affects the covenants set forth in Paragraph 16. For the avoidance of doubt, to the extent claims of the United States were required to be filed prior to any bar date set by the Bankruptcy Court, this paragraph shall not be deemed to be a waiver of such requirement. Nothing in

this Settlement Agreement shall be deemed to limit the access or information-gathering authority of the United States under Sections 104 and 122 of CERCLA, 42 U.S.C. §§ 9604 and 9622, or any other applicable statute or regulation, or to excuse the Debtors or Liquidating Trust from any disclosure or notification requirements imposed by CERCLA or any other applicable statute or regulation. The Debtors reserve all rights to make an application to the Bankruptcy Court, to destroy records relating to the Liquidated Sites, and in the event so requested by the United States, to provide the United States within 30 days of such request with the opportunity to take possession of such records at the sole cost and expense of the United States.

22. The Debtors covenant not to sue and agree not to assert or pursue any claims or causes of action against the United States with respect to the Liquidated Sites (and the Liquidating Trustee will assume such covenant under the order approving this Settlement Agreement), including, but not limited to: (i) any direct or indirect claim for reimbursement from the Hazardous Substance Superfund; (ii) any claim under Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, or Section 7002(a) of RCRA, 42 U.S.C. § 6972(a); or (iii) any claim arising out of response activities at the Liquidated Sites. Nothing in this Settlement Agreement shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

23. Notwithstanding any other provision of this Settlement Agreement, the Debtors and Liquidating Trustee reserve, and this Settlement Agreement is without prejudice to, claims against the United States in the event any claim is asserted by the United States against the Debtors pursuant to any of the reservations set forth in

Paragraph 20, other than for failure to meet a requirement of this Settlement Agreement, but only to the extent that the Debtors' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

XII. EFFECT OF SETTLEMENT; CONTRIBUTION

24. The Parties agree, and by entering this Settlement Agreement the Court finds, that this Settlement Agreement constitutes a judicially-approved settlement pursuant to which each Debtor has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are: (i) all response actions taken or to be taken, and all response costs incurred or to be incurred, at or in connection with the Liquidated Sites by the United States or any potentially responsible parties; (ii) claims by DOI for natural resource damages for injury to DOI trust resources (including related natural resource damage assessment costs) at or in connection with each of the Liquidated Sites for which DOI is receiving an Allowed Claim pursuant to Paragraph 4; and (iii) claims by NOAA for natural resource damages for injury to NOAA trust resources (including related natural resource damage assessment costs) at or in connection with each of the Liquidated Sites for which NOAA is receiving an Allowed Claim pursuant to Paragraph 4.

25. Notwithstanding the preceding Paragraph 24, if a Settling Federal Agency exercises rights under the reservations in Paragraph 20, other than for failure to meet a requirement of this Settlement Agreement, the "matters addressed" in this Settlement Agreement shall no longer include those response costs, response actions, or natural resource damages and assessment costs that are within the scope of the exercised reservation. Furthermore, notwithstanding the preceding Paragraph 24, the "matters addressed" in this Settlement Agreement do not include claims against any of the Debtors for past response costs incurred by potentially responsible parties prior to the Petition Date and included in proofs of claim filed in any of the Bankruptcy Cases by potentially responsible parties with respect to any of the Liquidated Sites, provided however that any obligations to potentially responsible parties for past response costs regarding the Diamond Alkali Site, the BPOU Site, the Omega Site, and the Berrys Creek Site shall be limited to payments of allowed claims of PRP Groups at the Diamond Alkali Site (CPG Settlement), the BPOU Site, the Omega Site, and the Berrys Creek PRP Group.

26. This Settlement Agreement constitutes a judicially-approved settlement pursuant to which each Debtor has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

27. Each of the Debtors and the Liquidating Trust agree that, with respect to any suit or claim brought against it after the Effective Date for contribution protection related to the Liquidated Sites, it will notify the United States in writing within ten days after service of the complaint or claim upon it. In addition, in connection with any such suit or claim, each of the Debtors agree that it will notify the United States in writing within ten

days after service or receipt of any motion for summary judgment, and within ten days after receipt of any order from a court setting a case for trial (provided, however, that the failure to notify the United States pursuant to this Paragraph 27 shall not in any way affect the protections afforded under Section XI (Covenants and Reservations).

XIII. NOTICES AND SUBMISSIONS

28. Whenever, under the terms of this Settlement Agreement, written notice is required to be given, or a report or other document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below via U.S. certified mail, return receipt requested, unless those individuals or their successors give notice of a change of address to the other Parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. Except as otherwise provided in this Settlement Agreement, written notice as specified herein shall constitute complete satisfaction of any written notice requirement in the Settlement Agreement with respect to the United States, and the Debtors, respectively.

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044
Ref. DOJ File No. 90-11-2-11196

David Smith-Watts
Attorney-Advisor
U.S. Environmental Protection Agency
William Jefferson Clinton Building South Mail Code: 2272A
1200 Pennsylvania Avenue, NW
Washington, DC 20460

National Oceanic and Atmospheric Administration
Attn: Laurie J. Lee

Deputy Section Chief
501 W. Ocean Blvd, #4470
Long Beach, CA 90802

Deirdre F. Donahue
Attorney-Advisor
United States Department of the Interior
Office of the Solicitor
805 S.W. Broadway, Suite 600
Portland, OR 97205

As to the Debtors:

Roger L. Willis
President and Treasurer of Reichhold Liquidation, Inc. and Affiliates
1035 Swabia Court
Durham, North Carolina 27703

Cole Schotz P.C.
500 Delaware Avenue, Suite 1410
Wilmington, Delaware 19801
Attn: Norman L. Pernick
Marion M. Quirk
David W. Giattino

Cole Schotz P.C.
25 Main Street
Court Plaza North
Hackensack, New Jersey 07602-0800
Attn: Gerald H. Gline
Felice R. Yudkin

As to the Liquidating Trustee:

Alan Halperin
Halperin Battaglia Benzija, LLP
40 Wall Street - 37th Floor
New York, NY 10005

With a copy to

Hahn & Hessen LLP
488 Madison Avenue, 15th Floor
New York, NY 10022

Attn: Mark Indelicato and Janine Figueiredo

As to R in L:

Alan Halperin
Halperin Battaglia Benzija, LLP
40 Wall Street - 37th Floor
New York, NY 10005

With a copy to

Hahn & Hessen LLP
488 Madison Avenue, 15th Floor
New York, NY 10022
Attn: Mark Indelicato and Janine Figueiredo

XIV. JUDICIAL APPROVAL AND PUBLIC COMMENT

29. This Settlement Agreement shall be subject to approval of the Bankruptcy Court. The Debtors shall promptly seek approval of this Settlement Agreement under Bankruptcy Rule 9019 or applicable provisions of the Bankruptcy Code.

30. This Settlement Agreement shall be filed with the Bankruptcy Court and shall thereafter be subject to a period of public comment following publication of notice of the Settlement Agreement in the *Federal Register*. The public comment period provided for in this Paragraph 30 may run concurrently with any notice period required pursuant to Bankruptcy Rule 2002 or applicable local rule in connection with judicial approval of the Settlement Agreement pursuant to the preceding Paragraph 29.

31. After the conclusion of the public comment period, the United States will file with the Bankruptcy Court any comments received, as well as the United States' responses to the comments, and at that time, if appropriate, the United States will request approval of the Settlement Agreement. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Settlement Agreement disclose

facts or considerations which indicate that the Settlement Agreement is not in the public interest.

32. If for any reason (a) the Settlement Agreement is withdrawn by the United States as provided in Paragraph 31; (b) the Settlement Agreement is not approved by the Bankruptcy Court; (c) the Bankruptcy Cases are dismissed or converted to cases under Chapter 7 of the Bankruptcy Code before the effective date of the Plan of Liquidation: (i) this Settlement Agreement shall be null and void, and the Parties shall not be bound hereunder or under any documents executed in connection herewith; (ii) the Parties shall have no liability to one another arising out of or in connection with this Settlement Agreement or under any documents executed in connection herewith; and (iii) this Settlement Agreement and any documents prepared in connection herewith shall have no residual or probative effect or value.

XV. PLAN OF LIQUIDATION

33. The Debtors shall not amend the Plan of Liquidation in a manner inconsistent with the terms and provisions of this Settlement Agreement, or take any other action in the Bankruptcy Cases that is inconsistent with the terms and provisions of this Settlement Agreement. The Debtors shall timely serve the Settling Federal Agencies with any motion to amend the Plan after its confirmation. The Settling Federal Agencies shall not oppose any term or provision of the Plan that is addressed by and consistent with this Settlement Agreement. The Parties reserve all other rights and defenses they may have with respect to the Plan.

XVI. INTEGRATION, AMENDMENTS, AND COUNTERPARTS

34. This Settlement Agreement and any other documents to be executed in

connection herewith and referred to herein shall constitute the sole and complete agreement of the Parties with respect to the matters addressed herein.

35. This Settlement Agreement may not be amended except by a writing signed by all the Parties and approved by the Bankruptcy Court.

36. This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same agreement.

XVII. RETENTION OF JURISDICTION

37. The Court (or, upon withdrawal of the Court's reference, the United States District Court) shall retain jurisdiction over the subject matter of this Settlement Agreement and the Parties for the duration of the performance of the terms and provisions of this Settlement Agreement for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or interpretation of this Settlement Agreement or to effectuate or enforce compliance with its terms.

The undersigned party hereby enters into this Settlement Agreement in *In re Reichhold Holdings US, Inc.*, Case No. 14-12237-MFW (Bankr. D. Del.).

FOR THE UNITED STATES OF AMERICA:

Date: _____ By: _____

JOHN C. CRUDEN
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

ALAN TENENBAUM
National Bankruptcy Counsel
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044

Date: 1/12/16 By: _____

KARL FINGERHOOD
Senior Counsel
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044

The undersigned party hereby enters into this Settlement Agreement in *In re Reichhold Holdings US. Inc.*, Case No. 14-12237-MFW (Bankr. D. Del.).

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

Date: 1/12/16

By: _____
CYNTHIA L. MACKEY
Director
Office of Site Remediation Enforcement
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

Date: 1/12/16

By: _____
DAVID SMITH-WATTS
Attorney-Advisor
U.S. Environmental Protection Agency
Ariel Rios Building Mail Code:2272A
1200 Pennsylvania Avenue, NW
Washington, DC 20460

The undersigned party hereby enters into this Settlement Agreement in *In re Reichhold Holdings US, Inc.*, Case No. 14-12237-MFW (Bankr. D. Del.).

FOR REICHHOLD LIQUIDATION, INC.
AND ITS AFFILIATED DEBTORS:

Date: 1/12/2016

By: Roger L. Willis
ROGER L. WILLIS
President and Treasurer

Index of Exhibits

Exhibit	Description
A	List of Debtors and Case Numbers
B	FV Property Description
C	BPOU PRP Group Members
D	Site/Spill ID Numbers

Exhibit A

List of Debtors and Case Numbers

Exhibit A
List of Debtors and Case Numbers

Reichhold Holdings US, Inc.	14-12237
Reichhold Liquidation, Inc. (f/k/a Reichhold, Inc.)	14-12238
Canadyne Corporation	14-12239
Canadyne-Georgia Corporation	14-12240

Exhibit B

FV Property Description

INDEX OF PROPERTIES IN FORT VALLEY, GA
OWNED BY CANADYNE-GEORGIA CORPORATION

Property Address	OLD Property Tax Map/Parcel #	NEW Property Tax Map/Parcel #	Deed Book/Page No. Date Deed of Trust Filed
Preston Street			
300 Preston Street	F38/114	F5F - 70	194/583; 11-6-98
302, 304, 306 Preston Street	F38/115	F5F - 71	146/608; 2-15-94
Pine Street			
201 Pine Street/204 Preston Street	F38/099	F5F - 68	147/201; 3-9-94
400 Pine Street	F38/091	F5F - 57	194/579; 11-6-98
Jacob's Alley			
109 Jacob's Alley (vacant lot #109)	F38/109	F5F - 75	147/823; 3-20-94
102 Jacob's Alley (vacant lot #102, next to V. Towns)	F38/102	F5F - 76	208/559; 11-9-99
103 Jacob's Alley	F38/113	F5F - 72	147/825; 3-20-94
107 Jacob's Alley	F38/110 & F38/111	F5F - 78 F5F - 74	198/353; 2-18-99
Oak Street			
202 Oak Street	F46/117	F5D - 133	148/651; 4-28-94
206 Oak Street	F46/115	F5D - 136	176/454; 5-1-97
Martin Luther King, Jr. Drive			
327 Martin Luther King, Jr. Drive	F47/045	F5F - 233	147/379; 3-14-94
328 Martin Luther King, Jr. Drive	F38/190	F5F - 231	153/910; 11-15-94
330 Martin Luther King, Jr. Drive	F38/191	F5F - 230	156/117; 3-1-95
400 Martin Luther King, Jr. Drive	F38/192	F5F - 228	146/681; 2-17-94
402 Martin Luther King, Jr. Drive	F38/193	F5F - 227	163/683-85; 2-5-96
Preston Street/Capped Area			
See Attached Description			June 8, 1984, Survey 1.261 acres

DESCRIPTION

All that tract or parcel of land lying and being in the City of Fort Valley in Land Lot 204 of the Ninth Land District of Peach County, Georgia, and being more fully and particularly described as follows: To find the true point of beginning, start at the point of intersection of the northeasterly side of Preston Street with the southeasterly right of way line of the Southern Railroad (formerly Central of Georgia) right of way; thence run South 42 degrees 54 minutes 43 seconds East, along said northeasterly side of Preston Street, a distance of 253.39 feet to the point of BEGINNING; from said point of beginning thus established, thence running South 47 degrees 14 minutes 24 seconds West a distance of 10.0 feet to a point; thence running South 42 degrees 54 minutes 43 seconds East, along said northeasterly side of Preston Street, a distance of 182.78 feet to a point; thence running North 47 degrees 14 minutes 24 seconds East a distance of 317.37 feet to a point; thence running North 42 degrees 45 minutes 36 seconds West a distance of 182.78 feet to a point on the southeasterly boundary line of property now or formerly owned by Griffin Grocery Co.; thence running South 47 degrees 14 minutes 24 seconds West, along the southeasterly boundaries of properties now or formerly owned by Griffin Grocery Co. and Anthoine Machine Works, a distance of 307.82 feet to the point of beginning; a portion of said property being shown as PARCEL “A-3”, containing 1.261 acres, on a plat of survey for Surety Chemical company, dated June 8, 1984, revised July 25, 1984, by Thomas W. Futral, III, G.R.L.S. No. 1202.

Exhibit C

BPOU PRP Group Members

Exhibit C – Claims of PRPS
San Gabriel Valley (Area 2) Superfund Site/Baldwin Park Operable Unit

PRP	Claims Filed
Aerojet Rocketdyne, Inc.	Claim Nos. 2736, 2737, and 4874
Allied Waste North America, Inc.	Claim Nos. 2745, 2746, and 4879
Azusa Land Reclamation Co., Inc.	Claim Nos. 2742, 2747, and 4878
Browning-Ferris Industries of California, Inc.	Claim Nos. 2743, 2744, and 4877
Chemical Waste Management, Inc.	Claim Nos. 2740, 2741, and 4875
Hartwell Corporation	Claim No. 2692
Winco Enterprises Inc.	Claim Nos. 2738, 2739, and 4876

Exhibit D

Site/Spill ID Numbers

Exhibit D
Site/Spill ID Numbers

Site	Spill ID Numbers
Peterson/Puritan, Inc. Superfund Site	RID055176283
Berry's Creek Study Area operable unit of the Ventron/Velsicol Superfund Site	NJD980529879
Lower Passaic River Study Area of the Diamond Alkali Superfund Site	NJD980528996
Yosemite Slough Superfund Site	CAN000908486
Baldwin Park Operable Unit Site	CAD980818512
Omega Chemical Corporation Superfund Site	CAD042245001
Lower Duwamish Waterway Superfund Site	WA0002329803