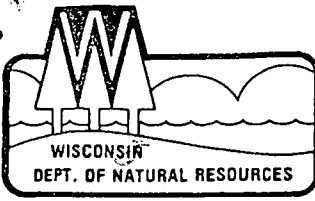


Tane L.



State of Wisconsin | DEPARTMENT OF NATURAL RESOURCES

Carroll D. Besadny  
Secretary

101 South Webster Street  
Box 7921  
Madison, Wisconsin 53707  
TELEPHONE 608-266-2621  
TELEFAX 608-267-3579  
TDD 608-267-6897

August 5, 1992

IN REPLY REFER TO: 8300  
Stoughton - SF

Alan S. Tenenbaum, Room 1248  
U.S. Department of Justice  
Land and Natural Resources Division  
Environmental Enforcement Section  
10th and Pennsylvania, N.W.  
Washington, D.C. 20530

RECEIVED

AUG 7 1992

BUREAU OF SOLID &  
HAZARDOUS WASTE MANAGEMENT

SUBJECT: Settlement Agreement and Stipulated Order  
In re Uniroyal, No. 91-32791-HCD

Dear Mr. Tenebaum:

You will find enclosed the proposed Uniroyal settlement agreement which has been signed by Assistant Attorney General Lorraine Stoltzfus and WDNR Secretary C.D. Besadny.

Thank you for your cooperation in this matter.

Sincerely,

*Linda Meyer*

Linda Meyer  
Staff Attorney  
Bureau of Legal Services

cc: Lorraine Stoltzfus - DOJ  
Mark Giesfeldt - SW/3

## CORRESPONDENCE/MEMORANDUM

DATE: August 5, 1992

FILE REF: 8300

TO: C.D. Besadny

FROM: Linda Meyer - LC/5 *LM*SUBJECT: Proposed Settlement in the Uniroyal Engineered Products  
Chapter 11 Bankruptcy Proceeding

Uniroyal Engineered Products, Inc. (formerly known as Uniroyal Plastics Company, Inc.) has been identified as a potentially responsible party for at least two Superfund sites located in Wisconsin: the Hagen Farm Superfund Site and the City of Stoughton Landfill Superfund Site. When WDNR was notified that Uniroyal Engineered Products and several affiliated corporations ("the Debtors") had filed bankruptcy petitions, we referred this matter to the Wisconsin Department of Justice. Assistant Attorney General Lorraine Stoltzfus was assigned to represent us. She has filed claims on our behalf for response costs that WDNR has incurred and may incur in the future for the Stoughton Landfill and Hagen Farm Superfund sites, and has represented WDNR in negotiations with U.S. DOJ, U.S. EPA and the Debtors.

The attached Settlement Agreement and Stipulated Order acknowledges our unsecured claim for the Stoughton Landfill in the amount of \$4,000,000 (the 50% state cost share for the site's \$8 million dollar remedy) and our unsecured claim for the Hagen Farm Superfund site in the amount of \$351,000 (the 10% state cost share for the site's \$3.5 million dollar remedy) and provides that the State of Wisconsin will receive distributions from the Debtors under their Plan of Reorganization for these claims. Lorraine has informed me that the Debtors currently estimate that they will be able to pay all unsecured creditors roughly \$.23 on the dollar. If we enter into this agreement, WDNR will be paid the same percentage as other creditors under the Debtor's reorganization plan, and will receive a pro rata share of certain insurance proceeds if the Debtors are successful in recovering from their insurance companies.

If you have any questions, please see me. Thank you.



AUG - 4 1992

90-11-2-784

Washington, D.C. 20530

August 3, 1992

Peter M. Gillon, Esq.  
Weil, Gotshal & Manges  
1615 L St., N.W.  
Washington, DC 20036

Lorraine Stoltzfus, Esq.  
Wisconsin Dept. of Justice  
123 West Washington Ave., Rm. 670  
Madison, WI 53702

Jack Watson, Esq.  
Office of the Attorney General  
219 Statehouse  
Indianapolis, IN 46204

BY MESSENGER OR OVERNIGHT MAIL

Re: In re Uniroyal, No. 91-32791-HCD

Dear Peter, Lorraine, and Jack:

Enclosed is a signature copy of the Settlement Agreement. Enclosures to the States will be send by overnight mail tonight. Please call me as soon as possible if there are any problems. We need faxed signature pages from the Debtors by the close of business today (Monday) and we are requesting original signature pages from everyone by no later than Thursday. We all understand that the State of Indiana, the AAG, and others are still completing their review.

The following changes were made from the version I faxed earlier: paragraph 4(m), the numbers allocating the claims among the Debtors for Ninth Avenue were changed to conform to prior agreement; paragraph 5, deleted the comma between "distributions" and "has not"; and paragraph 10, delete "or the reorganization of the Debtors".

Thank you for your cooperation.

Sincerely,

Assistant Attorney General  
Land and Natural Resources Division

By:



---

Alan S. Tenenbaum  
Environmental Enforcement Section  
P.O. Box 7611  
Ben Franklin Station  
Washington, D.C. 20044  
(202) 514-5409

cc: Caroline DiBona  
Shelly Hall

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF INDIANA  
SOUTH BEND DIVISION

In Re:	)	
	)	
U.E. SYSTEMS, INC.,	)	Chapter 11 Proceedings
POLYCAST TECHNOLOGY CORP.,	)	
UNIROYAL ADHESIVES AND SEALANTS	)	
COMPANY, INC.,	)	Jointly Administered
UNIROYAL ENGINEERED PRODUCTS, INC.,	)	Under Case No. 91-32791
ENSOLITE, INC.	)	
	)	
Debtors	)	

SETTLEMENT AGREEMENT AND STIPULATED ORDER

WHEREAS Polycast Technology Corporation ("Polycast"), Uniroyal Adhesives and Sealants Company, Inc. ("UAS"), Uniroyal Engineered Products, Inc. ("UEP"), and Ensolite, Inc. ("Ensolite") (collectively the "Debtors"), filed voluntary petitions for bankruptcy under Chapter 11 of the Bankruptcy Code on November 13, 1991;

WHEREAS the United States of America, on behalf of the United States Environmental Protection Agency ("EPA") and the United States Department of the Interior ("DOI") filed a proof of claim in these Bankruptcy Proceedings on or about February 14, 1992, alleging, inter alia, the liability of the Debtors to the United States under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9601, et seq.;

WHEREAS the United States alleged in its proof of claim that, inter alia, Debtors were jointly and severally liable for response costs incurred and to be incurred by the United States

in the course of responding to releases and threatened releases of hazardous substances into the environment from certain sites and for natural resource damages relating to certain sites. The proof of claim also sought to reserve the right to separately address Debtors' liability under CERCLA for the costs of response actions not yet taken by the United States at sites at which the United States had not yet taken response action;

WHEREAS the United States further alleged in its proof of claim that Debtor UEP is liable for a civil penalty of up to \$25,000 per day per violation for violations at a plant in Mishawaka, Indiana, under Section 113(b) of the Clean Air Act, 42 U.S.C. § 7413(b), as amended, and the Indiana State Implementation Plan occurring from January 1987 through December 1989;

WHEREAS the State of Indiana filed a proof of claim on March 13, 1992, in these Bankruptcy Proceedings and alleged in its proof of claim that the Debtors are responsible parties at the Ninth Avenue, Midco I, Midco II, Douglass Road Landfill, and Calumet Containers Sites, and are liable to the State of Indiana for response costs incurred and to be incurred by the State in connection with those sites;

WHEREAS the State of Wisconsin filed a proof of claim in these Bankruptcy Proceedings and alleged in its proof of claim that Debtor UEP is a responsible party at the Hagen Farm and Stoughton City Landfill Sites, and is liable to the State of

Wisconsin for response costs incurred and to be incurred by the State in connection with both of those sites;

WHEREAS in the absence of this Settlement Agreement, the Debtors would have objected to certain allegations in the proofs of claim filed by the United States and the States of Indiana and Wisconsin and the proofs of claim filed by potentially responsible parties for various sites;

WHEREAS the Debtors, the United States, and the States of Indiana and Wisconsin wish to resolve certain alleged environmental liabilities of the Debtors as provided herein;

WHEREAS the Debtors seek, to the maximum extent permitted by law, to obtain protection, through the resolution of environmental liabilities for the Class A Sites as set forth herein, against all contribution claims that have been or may in the future be asserted for response costs by any potentially responsible parties with respect to the Class A Sites other than the Gallups Quarry Site;

WHEREAS in consideration of, and in exchange for, the promises and covenants herein, and intending to be legally bound hereby, the Debtors, the United States, and the States of Indiana and Wisconsin, through their authorized representatives, hereby agree to entry of the Stipulated Order set forth below;

WHEREAS settlement of these matters governed by this Settlement Agreement and Stipulated Order is in the public interest and an appropriate means of resolving these matters;

NOW, THEREFORE, without the admission of liability or any adjudication on any issue of fact or law, and upon the consent and agreement of the parties to this Settlement Agreement and Stipulated Order by their attorneys and authorized officials, it is hereby agreed as follows:

**I. DEFINITIONS**

1. In this Agreement, the following terms shall have the following meanings:

a. "Additional Sites" means all CERCLA Sites other than the Class A Sites and the Debtor-Owned Sites.

b. "Bankruptcy Code" means Title 11 of the United States Code as now in effect or hereafter amended.

c. "Bankruptcy Proceedings" refers to the procedurally consolidated proceedings in the above captioned cases.

d. "CERCLA" refers to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. as now in effect or hereafter amended.

e. "Class A Sites" means the following twenty (20) CERCLA Sites: the Alburn Incinerator/American Chemical Services Site in Chicago, Illinois; the American Chemical Service Site in Griffith, Indiana; the Calumet Container Site in Hammond, Indiana; the Douglass Road Landfill Site in Mishawaka, Indiana; the Dunn Landfill/City Disposal Sanitary Landfill Site in Dunn, Wisconsin; the Envirochem Site in Zionsville, Indiana; the Gallups Quarry Site in Plainfield, Connecticut; the Hagen Farm Site in Stoughton, Wisconsin; the I. Jones Site in Ft. Wayne,



Indiana; the Midco I and Midco II Sites in Gary, Indiana; the Nascolite Site in Millville, New Jersey; the Ninth Avenue Site in Gary, Indiana; the Northside Sanitary Landfill Site in Zionsville, Indiana; the Solvents Recovery Site in Southington, Connecticut; the Stoughton City Landfill Site in Stoughton, Wisconsin; the Thermo-Chem Site in Muskegon, Michigan; the Verona Wellfield/Thomas Solvent Site in Battle Creek, Michigan; the Wayne Waste Oil/Wayne Reclamation Site in Columbia City, Indiana; and the Cam-Or/Westville Oil Site in Westville, Indiana. "Class A Site" shall except as otherwise provided in this Settlement Agreement be construed to include all areas of a site as defined by EPA for purposes of the National Priorities List ("NPL"), 40 C.F.R. Part 300, including any later expansion or contraction of such site as may be determined by EPA, and any affected natural resources; or, for those sites not included on the NPL as of the Effective Date, all areas affected or potentially affected by the release or threatened release of hazardous substances, and affected natural resources, as a direct or indirect result of the operations or activities occurring on that site which gave rise to the release or threatened release.

f. "DOI" means The Department of the Interior of the United States of America.

g. "Debtor-Owned Sites" shall refer to any properties or sites owned by any of the Debtors at or at any time after the date of confirmation of the Plan of Reorganization.

h. "Debtors" means Polycast, UAS, UEP, and Ensolite, Newco, New Polycast, New UAS, New UEP, and New Ensolite (as those entities are described in Debtors' Third Amended Disclosure Statement, dated May 11, 1992) as debtors, debtors-in-possession or in a reorganized form as a result of the Bankruptcy Proceedings.

i. "EPA" means the United States Environmental Protection Agency.

j. The "Effective Date" of this Settlement Agreement shall be the date upon which this Settlement Agreement is entered by the Court, except as otherwise provided herein.

k. "Ensolite" means debtor Ensolite, Inc.

l. "Newco," "New Polycast," "New UAS," "New UEP," and "New Ensolite" mean those entities as described in the Debtors' Third Amended Disclosure Statement, dated May 11, 1992.

m. "Polycast" means debtor Polycast Technology Corp.

n. "Prepetition" refers to the time period prior to November 13, 1991. "Postpetition" refers to the time period since November 13, 1991.

o. "Plan of Reorganization" or "Plan" refers to such Plan of Reorganization as may be proposed or amended and confirmed in the Bankruptcy Proceedings.

p. "RCRA" refers to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. as now in effect or hereafter amended.

q. "Settlement Agreement" means this Settlement Agreement and Stipulated Order.

r. "States" means the State of Indiana and the State of Wisconsin.

s. "UAS" means debtor Uniroyal Adhesives and Sealants Company, Inc.

t. "UEP" means debtor Uniroyal Engineered Products, Inc.

u. "UES" means debtor U.E. Systems, Inc.

v. "United States" means the United States of America. Terms not otherwise defined shall have the same meaning as provided by the governing environmental law at issue.

## II. JURISDICTION

2. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 157, 1331, and 1334, and 42 U.S.C. §§ 9607, 9613(b), and 7413(b).

## III. PARTIES BOUND

3. This Settlement Agreement applies to and is binding upon the United States and the States and upon the Debtors, their successors and assigns, and any trustee, examiner or receiver now or hereafter appointed to take charge of all or part of their assets.

## IV. ALLOWANCE OF CLAIMS; DEBTOR-OWNED SITES; ADDITIONAL SITES; AND POSTPETITION LIABILITIES

4. In consideration of the covenants not to sue set forth in Section V and other provisions herein and in

satisfaction of the proofs of claim of the United States and the States as amended for the Class A Sites, the Debtors consent to the allowance of general unsecured claims and the distributions thereon in accordance with the Plan of Reorganization in the amounts and in the manner set forth in subparagraphs 4(a) through 4(s), 5, and 6(f) below. The United States and the States shall receive no distributions from the Debtors in the Bankruptcy Proceedings on any claims with respect to the Class A Sites other than as set forth in this Settlement Agreement.

a. With respect to the Alburn/American Site located in Chicago, Illinois: distribution under the Plan to the United States on behalf of EPA on a total general unsecured claim in the amount of \$12,000 to be divided as follows: an unsecured claim of \$3,000 against debtor Ensolite; an unsecured claim of \$3,000 against debtor Polycast; an unsecured claim of \$3,000 against debtor UAS; and an unsecured claim of \$3,000 against debtor UEP.

b. With respect to the American Chemical Service Site located in Griffith, Indiana: distribution under the Plan to the United States on behalf of EPA on a total general unsecured claim in the amount of \$5,600 to be divided among the Debtors as follows: an unsecured claim of \$1,400 against debtor Ensolite; an unsecured claim of \$1,400 against debtor Polycast; an unsecured claim of \$1,400 against debtor UAS; and an unsecured claim of \$1,400 against debtor UEP.

c. With respect to the Calumet Container Site located in Hammond, Indiana: (i) distribution under the Plan to the

United States on behalf of EPA on a total general unsecured claim in the amount of \$24,000 to be divided as follows: an unsecured claim of \$6,000 against debtor Ensolite; an unsecured claim of \$6,000 against debtor Polycast; an unsecured claim of \$6,000 against debtor UAS; and an unsecured claim of \$6,000 against debtor UEP; and (ii) distribution under the Plan to the State of Indiana on a total general unsecured claim in the amount of \$104,000 to be divided among the Debtors as follows: an unsecured claim of \$26,000 against debtor Ensolite; an unsecured claim of \$26,000 against debtor Polycast; an unsecured claim of \$26,000 against debtor UAS; and an unsecured claim of \$26,000 against debtor UEP.

d. With respect to the Cam Or/Westville Oil Site located in Westville, Indiana, distribution under the Plan to the United States on behalf of EPA on a total general unsecured claim of \$28,000 to be divided among the Debtors as follows: an unsecured claim of \$7,000 against debtor Ensolite; an unsecured claim of \$7,000 against debtor Polycast; an unsecured claim of \$7,000 against debtor UAS; and an unsecured claim of \$7,000 against debtor UEP.

e. With respect to the Douglass Road Landfill Site located near Mishawaka, Indiana: (i) distribution under the Plan to the United States on behalf of EPA on a total general unsecured claim in the amount of \$6,366,000 to be divided among the Debtors as follows: an unsecured claim of \$1,591,500 against debtor Ensolite; an unsecured claim of \$1,591,500 against debtor

Polycast; an unsecured claim of \$1,591,500 against debtor UAS; and an unsecured claim of \$1,591,500 against debtor UEP; (ii) distribution under the Plan to the United States on behalf of DOI on a total general unsecured claim in the amount of \$144,000 to be divided among the Debtors as follows: an unsecured claim of \$36,000 against debtor Ensolite; an unsecured claim of \$36,000 against debtor Polycast; an unsecured claim of \$36,000 against debtor UAS; and an unsecured claim of \$36,000 against debtor UEP; and (iii) distribution under the Plan to the State of Indiana on a total general unsecured claim in the amount of \$72,000 to be divided among the Debtors as follows: an unsecured claim of \$18,000 against debtor Ensolite; an unsecured claim of \$18,000 against debtor Polycast; an unsecured claim of \$18,000 against debtor UAS; and an unsecured claim of \$18,000 against debtor UEP.

f. With respect to the Dunn Landfill/City Disposal Sanitary Landfill Site located in Dunn, Wisconsin: distribution under the Plan to the United States on behalf of EPA on a total general unsecured claim in the amount of \$3,000,000 against debtor UEP.

g. With respect to the Envirochem Site located in Zionsville, Indiana: distribution under the Plan to the Envirochem PRP Trust Fund on a total general unsecured claim in the amount of \$94,504 to be divided among the Debtors as follows: an unsecured claim of \$23,626 against debtor Ensolite; an unsecured claim of \$23,626 against debtor Polycast; an unsecured

claim of \$23,626 against debtor UAS; and an unsecured claim of \$23,626 against debtor UEP.

h. With respect to the Gallups Quarry Site located in Plainfield, Connecticut: distribution under the Plan to the United States on behalf of EPA on a general unsecured claim of \$273,000 against debtor Polycast.

i. With respect to the Hagen Farm Site located in Stoughton, Wisconsin: (i) distribution under the Plan to the United States on behalf of EPA on a general unsecured claim in the amount of \$3,149,000 against debtor UEP; and (ii) distribution under the Plan to the State of Wisconsin on a general unsecured claim in the amount of \$351,000 against debtor UEP.

j. With respect to the I. Jones Site located in Ft. Wayne, Indiana: distribution under the Plan to an I. Jones/Covington Road PRP trust fund on a total general unsecured claim in the amount of \$232,400 to be divided among the Debtors as follows: an unsecured claim of \$58,100 against debtor Ensolite; an unsecured claim of \$58,100 against debtor Polycast; an unsecured claim of \$58,100 against debtor UAS; and an unsecured claim of \$58,100 against debtor UEP.

k. With respect to the Midco I and Midco II Sites in Gary, Indiana: (i) distribution under the Plan to the Midco PRP Trust Fund on a total general unsecured claim in the amount of \$1,536,000 to be divided among the Debtors as follows: an unsecured claim of \$384,000 against debtor Ensolite; an unsecured

claim of \$384,000 against debtor Polycast; an unsecured claim of \$384,000 against debtor UAS; and an unsecured claim of \$384,000 against debtor UEP; and (ii) distribution under the Plan to the United States on behalf of DOI on a total general unsecured claim in the amount of \$79,000 to be divided among the Debtors as follows: an unsecured claim of \$19,750 against debtor Ensolite; an unsecured claim of \$19,750 against debtor Polycast; an unsecured claim of \$19,750 against debtor UAS; and an unsecured claim of \$19,750 against debtor UEP.

l. With respect to the Nascolite Site located in Millville, New Jersey: (i) distribution under the Plan to the United States on behalf of EPA on a general unsecured claim of \$72,000 against debtor Polycast; and (ii) distribution under the Plan to the Nascolite PRP Trust Fund on a general unsecured claim of \$408,000 against debtor Polycast.

m. With respect to the Ninth Avenue Site located in Gary, Indiana: (i) distribution under the Plan to the United States on behalf of EPA on a total general unsecured claim in the amount of \$450,000 to be divided among the Debtors as follows: an unsecured claim of \$126,000 against debtor Ensolite; an unsecured claim of \$72,000 against debtor Polycast; an unsecured claim of \$126,000 against debtor UAS; and an unsecured claim of \$126,000 against debtor UEP; (ii) distribution under the Plan to the Ninth Avenue PRP Trust Fund on a total general unsecured claim in the amount of \$1,760,000 to be divided among the Debtors as follows: an unsecured claim of \$492,800 against debtor Ensolite; an



unsecured claim of \$281,600 against debtor Polycast; an unsecured claim of \$492,800 against debtor UAS; and an unsecured claim of \$492,800 against debtor UEP; (iii) distribution under the Plan to the United States on behalf of DOI on a total general unsecured claim in the amount of \$150,000 to be divided among the Debtors as follows: an unsecured claim of \$42,000 against debtor Ensolite; an unsecured claim of \$24,000 against debtor Polycast; an unsecured claim of \$42,000 against debtor UAS; and an unsecured claim of \$42,000 against debtor UEP; and (iv) distribution under the Plan to the State of Indiana on a total general unsecured claim in the amount of \$82,000 to be divided among the Debtors as follows: an unsecured claim of \$22,960 against debtor Ensolite; an unsecured claim of \$13,120 against debtor Polycast; an unsecured claim of \$22,960 against debtor UAS; and an unsecured claim of \$22,960 against debtor UEP.

n. With respect to the Northside Site located in Zionsville, Indiana: distribution under the Plan to the Northside PRP Trust Fund on a total general unsecured claim in the amount of \$28,905 to be divided among the Debtors as follows: an unsecured claim of \$7,226.25 against debtor Ensolite; an unsecured claim of \$7,226.25 against debtor Polycast; an unsecured claim of \$7,226.25 against debtor UAS; and an unsecured claim of \$7,226.25 against debtor UEP.

o. With respect to the Solvents Recovery Site located in Southington, Connecticut: distribution under the Plan to the

United States on behalf of EPA on a general unsecured claim in the amount of \$270,000 against debtor Polycast.

p. With respect to the Stoughton City Landfill Site located in Stoughton, Wisconsin: (i) distribution under the Plan to the United States on behalf of EPA on a general unsecured claim in the amount of \$4,000,000 against debtor UEP; and (ii) distribution under the Plan to the State of Wisconsin on a general unsecured claim in the amount of \$4,000,000 against debtor UEP.

q. With respect to the Thermo-Chem Site located in Muskegon, Michigan: a distribution under the Plan to the United States on behalf of EPA on a total general unsecured claim of \$881,000 to be divided among the Debtors as follows: an unsecured claim of \$220,250 against debtor Ensolite; an unsecured claim of \$220,250 against debtor Polycast; an unsecured claim of \$220,250 against debtor UAS; and an unsecured claim of \$220,250 against debtor UEP.

r. With respect to the Verona Wellfield/Thomas Solvent Site located in Battle Creek, Michigan: a distribution under the Plan to the United States on behalf of EPA on a total general unsecured claim in the amount of \$260,000 to be divided among the Debtors as follows: an unsecured claim of \$65,000 against debtor Ensolite; an unsecured claim of \$65,000 against debtor Polycast; an unsecured claim of \$65,000 against debtor UAS; and an unsecured claim of \$65,000 against debtor UEP.

s. With respect to the Wayne Waste Oil/Wayne Reclamation Site located in Columbia City, Indiana: distribution under the Plan to a Wayne Waste Oil/Wayne Reclamation PRP trust fund on a total general unsecured claim in the amount of \$57,000 to be divided among the Debtors as follows: an unsecured claim of \$14,250 against debtor Ensolite; an unsecured claim of \$14,250 against debtor Polycast; an unsecured claim of \$14,250 against debtor UAS; and an unsecured claim of \$14,250 against debtor UEP.

5. In order for a PRP Trust Fund to receive any cash or distributions that Paragraph 4 indicates are to be distributed to that PRP Trust Fund, the trustees of the PRP Trust Fund for that site must, by the Effective Date of this Settlement Agreement, establish an irrevocable escrow agreement with the Debtors or amend an existing irrevocable escrow agreement with the Debtors that is acceptable in form and content to the United States and which generally provides that (a) all liabilities and obligations for that site that have been or ever could be asserted by potentially responsible parties at that site against the Debtors are discharged and/or satisfied; (b) all cash or distributions received pursuant to this Settlement Agreement shall be used exclusively for remediation work at the Site for which such trust fund is established; (c) any cash or distributions received pursuant to this Settlement Agreement shall not be used for attorneys' fees or any other expenses relating to any litigation, or for any purpose other than performing the remedial action at the Site for which such trust

fund was established; and (d) any cash or distributions or net proceeds from distributions received pursuant to this Settlement Agreement which remain in the PRP Trust Fund at the conclusion of the remedy or at any time the trustees cease to perform the approved remedy shall be paid to the United States on behalf of EPA. In the event that any PRP Trust Fund that paragraph 4 indicates is to receive any distributions has not, by the Effective Date of this Settlement Agreement, established or amended an irrevocable escrow agreement meeting all of the above requirements, the Debtors shall make or cause to be made all the distributions that would have been made to such PRP Trust Fund under Paragraph 4 to the United States on behalf of EPA, and EPA will make the credits to that Site's account as described in Paragraph 6a. Such payments and distributions shall be in addition to the payments and distributions the United States is to receive under Paragraph 4.

6. With respect to the Class A Sites,

a. EPA will credit the respective Site accounts for the Class A Sites as a result of this Settlement Agreement in accordance with this subparagraph 6(a), which shall reduce the liability of the non-settling potentially responsible parties for the Class A Sites by the amount of the credit. The credit for a particular Site shall be in the following amount and only the following amount: (i) the actual net cash received by the United States on behalf of EPA for such Site pursuant to this Settlement Agreement as a result of the disposition of any non-cash

distributions to the United States on behalf of EPA on the general unsecured claim for such Site; and (ii) any cash distributions to the United States on behalf of EPA (if any) on the general unsecured claim allowed the United States on behalf of EPA for such Site pursuant to this Settlement Agreement.

b. DOI will credit the respective Site accounts for the Midco I, Midco II, Ninth Avenue, and Douglass Road Landfill Sites as a result of this Settlement Agreement in accordance with this subparagraph 6(b), which shall reduce the liability of non-settling potentially responsible parties for such Sites by the amount of the credit. The credit for a particular Site shall be in the following amount and only the following amount: (i) the actual net cash received by the United States on behalf of DOI for such Site pursuant to this Settlement Agreement as a result of the disposition of any non-cash distributions to the United States on behalf of DOI on the general unsecured claim for such Site; and (ii) any cash distributions to the United States on behalf of DOI (if any) on the general unsecured claim allowed the United States on behalf of DOI for such Site pursuant to this Settlement Agreement.

c. The State of Indiana will credit the respective Site accounts for the Ninth Avenue, Douglass Road Landfill, and Calumet Container Sites as a result of this Settlement Agreement in accordance with this subparagraph 6(c), which shall reduce the liability of non-settling potentially responsible parties for such Sites by the amount of the credit. The credit for a

particular Site shall be in the following amount and only the following amount: (i) the actual net cash received by the State of Indiana for such Site pursuant to this Settlement Agreement as a result of the disposition of any non-cash distributions to the State of Indiana on the general unsecured claim for such Site; and (ii) any cash distributions to the State of Indiana (if any) on the general unsecured claim allowed the State of Indiana for such Site pursuant to this Settlement Agreement.

d. The State of Wisconsin will credit the respective Site accounts for the Hagen Farm and Stoughton City Landfill Sites as a result of this Settlement Agreement in accordance with this subparagraph 6(d), which shall reduce the liability of non-settling potentially responsible parties for such Sites by the amount of the credit. The credit for a particular Site shall be in the following amount and only the following amount: (i) the actual net cash received by the State of Wisconsin for such Site pursuant to this Settlement Agreement as a result of the disposition of any non-cash distributions to the State of Wisconsin on the general unsecured claim for such Site; and (ii) any cash distributions to the State of Wisconsin (if any) on the general unsecured claim allowed the State of Wisconsin for such Site pursuant to this Settlement Agreement.

e. With respect to the Class A Sites other than the Gallups Quarry Site, the general unsecured claims allowed under paragraph 4 will be deemed allocated towards all past, present and future response costs (and natural resource damages where

applicable under this Settlement Agreement) for the Class A Sites, whether to address matters known or unknown, for which a claim of any kind or nature has been or could be asserted against the Debtors pursuant to Sections 106 and 107 of CERCLA or Section 7003 of RCRA, by the United States or the States, or by the potentially responsible parties or potentially responsible party groups which have incurred or may incur such costs. With respect to the Gallups Quarry Site, the general unsecured claims allowed in paragraph 4 will be deemed allocated to response costs incurred by the United States for the Gallups Quarry Site prior to the lodging of this Settlement Agreement.

f. To the extent that the Debtors recover insurance proceeds on account of any of the Class A Sites in excess of the cost of defense by the Debtors and the costs of pursuing such insurance proceeds by the Debtors in settlement or judgment with respect to that Class A Site, the Debtors shall pay such excess insurance proceeds as follows:

(i) until such time as Debtors have recovered from the insurance proceeds the value of any consideration paid by the Debtors under paragraph 4 of this Settlement Agreement with respect to that Class A Site:

(a) 71% of such excess insurance proceeds may be retained by the Debtors, and

(b) the remaining 29% of such excess insurance proceeds will be distributed pro rata to the United States, and, where applicable under paragraphs 4 and 5, the States and the PRP

Trust Funds in accordance with the respective allocations for that Class A Site as set forth in paragraphs 4 and 5 above;

(ii) after such time as Debtors have recovered from the insurance proceeds the value of any consideration paid by the Debtors under paragraph 4 of this Settlement Agreement with respect to that Class A Site:

(a) 50% of such excess insurance proceeds may be retained by the Debtors, and

(b) the remaining 50% of such excess insurance proceeds will be distributed pro rata to the United States, and, where applicable under paragraphs 4 and 5, the States and the PRP Trust Funds in accordance with the respective allocations for that Class A Site as set forth in paragraphs 4 and 5 above.

7. With respect to the Debtor-Owned Sites, the following claims of or obligations to the United States or the States shall not be discharged under Section 1141 of the Bankruptcy Code by the confirmation of a Plan of Reorganization nor shall such claims or obligations be impaired or affected in any way by the reorganization of the Debtors:

a. claims for recovery of response costs incurred Postpetition by the United States or the States at such Debtor-Owned Sites or at locations which are proximate to such Sites and which have been impacted by hazardous substances, hazardous wastes, solid wastes, pollutants or contaminants originating from such Debtor-Owned Sites;



b. actions by the United States or the States seeking to compel the performance of removal action, remedial action, corrective action, closure or any other cleanup action at such Debtor-Owned Sites or at locations which are proximate to such Sites and which have been impacted by hazardous substances, hazardous wastes, solid wastes, pollutants or contaminants originating from such Debtor-Owned Sites;

c. claims for damages to natural resources at such Debtor-Owned Sites or at locations which are proximate to such Sites and which have been impacted by hazardous substances, hazardous wastes, solid wastes, pollutants or contaminants originating from such Debtor-Owned Sites;

d. any other claim under CERCLA or RCRA at such Debtor-Owned Sites, except for claims for recovery of costs incurred Prepetition or recovery of civil penalties for Prepetition violations;

e. criminal liability.

The United States or the States may pursue enforcement actions or proceedings under applicable law with respect to the foregoing subparagraphs 7(a) through 7(e) in the manner, and by the administrative or judicial tribunals, in which the United States or the States could have pursued enforcement actions or proceedings if the Bankruptcy Proceedings had never been commenced.

8. With respect to all Additional Sites (i.e., sites other than the Class A Sites and the Debtor-Owned Sites) and all

natural resource damage claims at the Dunn/City Disposal Sanitary Landfill, Hagen Farm, Nascolite, City of Stoughton Landfill, and Thermo-Chem Sites (the "Reserved NRDCs"), all liabilities and obligations of the Debtors to the United States or the States under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, Section 7003 of RCRA, 42 U.S.C. § 6973, Ind. Code 13-7-8.7 and 13-7-12, and Section 144.442, Wis. Stat., arising from Prepetition acts, omissions, or conduct of the Debtors or their predecessors shall be discharged under Section 1141 of the Bankruptcy Code, by the confirmation of a Plan of Reorganization, and the United States and the States shall receive no distributions in the Bankruptcy Proceedings on such liabilities and obligations at the time of consummation of the Plan. However, such liabilities and obligations shall be treated and liquidated as general unsecured claims on the terms specified herein. If and when the United States or the States undertakes enforcement activities in the ordinary course, the United States or the States may seek a determination of the liability of the Debtors and may seek to obtain and liquidate a judgment of liability of the Debtors or enter into a settlement with regard to any of the Additional Sites or the Reserved NRDCs in the manner, and before the administrative or judicial tribunals, in which the United States' claims or the States' claims would have been resolved or adjudicated as if the Bankruptcy Proceedings had never been commenced. However, the United States and the States shall not issue or cause to be issued any unilateral order or

seek any injunction against the Debtors under Section 106 of CERCLA, Section 7003 of RCRA, or applicable state law arising from the Prepetition acts, omissions, or conduct of the Debtors or their predecessors with respect to the Additional Sites or the Reserved NRDCs. The above liquidation may occur notwithstanding the terms of the Plan, the order confirming the Plan, or the terms of any order entered to effectuate the discharge received by the Debtors. In any action or proceeding with respect to an Additional Site or a Reserved NRDC, the Debtors reserve all rights and defenses they would have been entitled to assert had the claim been liquidated in the ordinary course and during the course of the Bankruptcy Proceedings, including any argument that joint and several liability should not be imposed upon the Debtors, and the United States and the States reserve whatever rights they would have been entitled to assert had the claim been liquidated during the course of the Bankruptcy Proceedings that joint and several liability should be imposed.

9. If and when any claim is liquidated pursuant to Paragraph 8 by settlement or judgment to a determined amount (the "Determined Amount"), the Debtor(s) with which such settlement is made or against which such judgment is entered will, subject to their right to seek a stay pending appeal, satisfy each such claim within thirty days after the date the settlement or judgment is final (the "Settlement/Judgment Date") by providing the holder of the claim the "Distribution Amount," which shall be the value, as of the date(s) of distribution(s) of securities to

holders of allowed unsecured claims under the Plan, of the securities that would have been distributed under the Plan to a creditor holding an allowed unsecured claim equal to the Determined Amount. The Debtor may provide the Distribution Amount by paying the United States or the States, as applicable, either, at the Debtor's option (a) the Distribution Amount in cash or (b) distributing securities that have a value on the Settlement/Judgment Date to the United States or the States that is equivalent to the Distribution Amount, or (c) at the option of the Debtor(s), a combination of (a) and (b) providing the same value as would have been provided under subparagraph (a) or (b). For purposes of determining the Distribution Amount, the Determined Amount may be included in the total allowed unsecured claims as to which distributions have been or are being made by the Debtors. For purposes of determining the value of the securities at the time of distribution(s) to allowed unsecured creditors in order to determine the Distribution Amount, the fair market value per share of securities shall be the weighted average of the reported regular way sales price of all transactions for the security on the New York Stock Exchange on the date(s) of distribution (or the first date thereafter on which the security trades), or if the security is not listed or admitted to trade on such exchange, on the principal national securities exchange on which the security is listed or admitted to trading or, if not listed or admitted to trading on any national securities exchange, the weighted average of the

reported bid price on all transactions on the National Association of Securities Dealers Automated Quotations National Market System or, if the security is not listed or admitted to trading on any national securities exchange or quoted on such National Market System, the weighted average of the reported sales price on all transactions in the over-the-counter market in the United States as furnished by any New York Stock Exchange member firm selected by the Debtors and the United States for that purpose (or the average of the weighted averages furnished by two member firms of the New York Stock Exchange, one of which shall be selected by the Debtors and one by the United States, in the event that the Debtors and the United States are unable to agree on one member firm). For purposes of determining the number of shares of securities that have the value of the Distribution Amount on the Settlement/Judgment Date, the fair market value per share of securities on the Settlement/Judgment Date shall be determined as set forth in the immediately preceding sentence. The terms of distribution set forth above may be modified only by an agreement in writing of the parties. The terms of paragraph 8 and this paragraph of this Settlement Agreement shall apply to, be binding on, and inure to the benefit of any successor or assign of the Debtors to the extent that and only to the extent that the alleged liability of the successor or assign for an additional site is based solely on its status as and in its capacity of a successor or assign of the Debtors.

10. All liabilities and obligations of the Debtors or the reorganized companies to the United States or the States under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, Section 7003 of RCRA, 42 U.S.C. § 6973, Ind. Code 13-7-8.7 and 13-7-12, and Section 144.442, Wis. Stat., arising from Postpetition acts, omissions, or conduct of the Debtors or the reorganized companies shall not be discharged under Section 1141 of the Bankruptcy Code by the confirmation of a Plan of Reorganization nor shall such claims be impaired in any way by this Settlement Agreement.

11. a. With respect to the claim of the United States on behalf of EPA for civil penalties against Debtor UEP as set forth in the United States' Proof of Claim on behalf of EPA, the United States on behalf of EPA shall have an allowed general unsecured claim against Debtor UEP in the amount of \$170,000. This allowed claim shall be in resolution of the United States' allegations of violations of the Clean Air Act by debtor UEP from January 1987 through December 1989 for allegedly emitting volatile organic compounds from vinyl printers at its plant in Mishawaka, Indiana.

b. Debtor UEP has achieved and will maintain compliance with the applicable VOC limit by shutting down its vinyl coating lines at the Mishawaka plant. Debtor UEP has certified to U.S. EPA, in writing, that the vinyl coating lines have been shut down.

c. Debtor UEP shall not resume operation of any of the vinyl coating lines at the Mishawaka plant without first obtaining all applicable permits to install and operate an air contamination source.

d. Debtor UEP shall not resume operation of any of the vinyl coating lines or any portion of any of the vinyl coating lines at the Mishawaka plant for any purpose without notifying U.S. EPA Region V of its intent to resume such operation at least 30 days prior to the date it intends to commence operation. The mailing address for such notice is: Chief, Air Enforcement Branch, Air and Radiation Division (AE-17J), U.S. EPA Region V, 77 West Jackson Blvd., Chicago, Illinois 60604-3590.

12. All general unsecured claims allowed under or pursuant to the terms of this Settlement Agreement, including without limitation any such claims as may eventually be allowed pursuant to Paragraphs 8 and 9 for Additional Sites or Reserved NRDCs, regardless of holder, will receive the same treatment under the Plan, without discrimination, as other holders of general unsecured claims with all attendant rights provided by the Bankruptcy Code and other applicable law. In no event shall the general unsecured claims to be allowed pursuant to this Settlement Agreement be subordinated 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.

13. Notwithstanding any other provision of this Settlement Agreement, there shall be no restrictions on the ability and right of the United States on behalf of EPA or DOI, the States, or the PRP Trust Funds to transfer or sell all or a portion of any securities distributed to it pursuant to this Settlement Agreement, or to sell its right to all or a portion of any distributions under the Plan on behalf of EPA or DOI under this Settlement Agreement to one or more third parties, except for the provision contained in paragraph 6.1(h) of the Debtors' Third Amended Plan of Reorganization (but only if such provision is contained in the Debtors' confirmed Plan), and except as otherwise required by applicable law.

14. The United States' and the States' proofs of claim shall hereby be deemed amended to include all matters addressed in this Settlement Agreement but not already included in their respective proofs of claims. The proofs of claim, as amended, shall be deemed satisfied in accordance with the terms of this Settlement Agreement.

#### IV. DISTRIBUTION INSTRUCTIONS

15. All securities and other non-cash consideration to which the United States, the States, or PRP Trust Funds shall be entitled as a result of this Settlement Agreement shall be issued and distributed as follows:



a. Securities distributions to the United States on behalf of EPA:

U.S. EPA -- Superfund  
P.O. Box 371-003M  
Pittsburgh, PA 15251

b. Securities distributions to the United States on behalf of DOI:

Chief, Division of Finance  
U.S. Fish & Wildlife Service  
4401 N. Fairfax Dr.  
Room 380  
Arlington, VA 22203

c. The instructions for distributions to a PRP Trust Fund provided for under Paragraph 4 shall be provided by the PRP Trust Fund prior to the Effective Date of this Settlement Agreement.

d. Instructions for distributions to the State of Indiana shall be provided in writing by the State Indiana prior to the Effective Date of this Settlement Agreement.

e. Distributions to the State of Wisconsin: Securities shall be entitled to "Wisconsin Department of Natural Resources" and shall be distributed to:

Wisconsin Department of Natural Resources  
Section Chief  
Emergency and Remedial Response Branch  
101 South Webster St.  
P.O. Box 7921  
Madison, WI 53707

Copies of all distributions and related correspondence to the United States, the States, and PRP trust funds shall be sent to:

Assistant Attorney General  
Environment & Natural Resources Division  
U.S. Department of Justice  
10th & Pennsylvania Ave., N.W.  
Washington, DC 20530  
Ref. D.J. # 90-11-2-784

The United States, the States, or the PRP Trust Funds must notify the Debtors in writing of any modifications to the instructions for the issuance and distribution of securities and other securities and consideration to themselves.

16. Cash distributions to the United States:

Payment shall be made by Electronic Funds transfer ("EFT" or wire transfer) to the U.S. Department of Justice lockbox bank, referencing the DOJ file number 90-11-2-784. Payments by EFT must be received at the DOJ lockbox bank by 11:00 a.m. Eastern Time to be credited on that day. The Debtors shall transmit evidence of such payments to the Department of Justice, EPA, and DOI at the addresses specified in paragraph 26. In the event that the United States sells or transfers its claims, payment will be made in accordance with instructions that will be provided at the time of the sale or transfer.

V. COVENANT NOT TO SUE

17. In consideration of the payments or distributions that will be made and the claims allowed pursuant to the terms of this Settlement Agreement, and except as specifically provided in Paragraphs 20-22, the United States and the States covenant not to file a civil action or to take administrative action against the Debtors pursuant to Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, Section 7003 of RCRA, 42 U.S.C. § 6973, Ind.

Code 13-7-8.7 and 13-7-12, and Section 144.442, Wis. Stat., relating to each of the Class A Sites. These covenants not to sue shall take effect as to each Class A Site upon the final approval by this Court of the allowance of the general unsecured claims set forth in Paragraph 4.

18. This Settlement Agreement in no way impairs the scope and effect of the Debtors' discharge under 11 U.S.C. § 1141 as to any third parties and as to any claims, as defined in 11 U.S.C. § 101(5), that are not addressed by this Settlement Agreement.

19. The covenant not to sue contained in this Section (and the reservations thereto) shall also apply to Debtors' 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 is based solely on its status as and in its capacity of a successor or assign, officer, director, employee, or trustee of the Debtors.

20. The covenants not to sue contained in this Section extend only to the Debtors and the persons described in paragraph 19 above and do not extend to any other person. Nothing in this Agreement is intended as a covenant not to sue or a release from liability for any person or entity other than the Debtors and the United States and the States and the persons described in paragraph 19. The United States, the States, and Debtors expressly reserve all claims, demands and causes of action either

judicial or administrative, past or future, in law or equity, which the United States, the States, or Debtors may have against all other persons, firms, corporations, or entities, including without limitation Uniroyal Plastics Company, Inc.; Uniroyal, Inc., CDU Holding, Inc., the trustees of CDU Holding, Inc. Liquidating Trust, any of the shareholders or directors of Uniroyal, Inc. or CDU Holding, Inc., or any predecessor of the Debtors for any matter arising at or relating in any manner to the sites or claims addressed herein.

21. Notwithstanding the foregoing, the covenants not to sue contained in this Section shall not apply to nor affect any action based on (i) a failure to meet a requirement of this Settlement Agreement; (ii) criminal liability; (iii) claims arising from Postpetition acts, omissions, or conduct of the Debtors; or (iv) injury to natural resources, if any, at the Dunn/City Disposal Sanitary Landfill Site, Hagen Farm Site, the Nascolite Site, the City of Stoughton Landfill Site, and the Thermo-Chem Site.

22. Nothing in this Settlement Agreement shall be deemed to limit the authority of the United States or the States to take response action under Section 104 of CERCLA, 42 U.S.C. § 9604, Section 113 of the Clean Air Act, 42 U.S.C. § 7413, or any other applicable law or regulation, or to alter the applicable legal principles governing judicial review of any action taken by the United States or the States pursuant to that authority. Nothing in this Settlement Agreement shall be deemed to limit the

information gathering authority of the United States or the States under Sections 104 and 122 of CERCLA, 42 U.S.C. §§ 9604 and 9622, Section 114 of the Clean-Air Act, 42 U.S.C. § 7414, or any other applicable law or regulation, or to excuse the Debtors from any disclosure or notification requirements imposed by CERCLA, RCRA, or any other applicable law or regulation.

23. The Debtors hereby covenant not to sue and agree not to assert any claims or causes of action against the United States or the States with respect to the Class A Sites including, but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substances Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through Sections 106(b)(2), 111, 112, 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9611, 9612, 9613, or any other provision of law; any direct or indirect claim for reimbursement from the States' Hazardous Substance Response Trust Funds; any claim against the United States or the States, including any department, agency or instrumentality of the United States or the States, under Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, related to the Class A Sites, or any claims arising out of response activities at the Class A 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) or the States' preauthorization of a claim against the States' Trust Funds.

## VI. EFFECT OF THE SETTLEMENT

24. With regard to all existing or future claims for contribution against the Debtors for the Class-A Sites, the Parties hereto agree that the Debtors are entitled to such protection from contribution actions or claims as is provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2).

Notwithstanding the above, with respect to the Gallups Quarry Site, the Parties hereto agree, without waiving any right to assert that all claims for contribution are discharged upon confirmation, that the Debtors are entitled to such protection from contribution actions or claims only for costs incurred by the United States prior to the date of lodging of this Settlement Agreement for that Site as is provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2).

25. The Debtors each agree that with respect to any suit or claim for contribution brought against any of them for matters related to this Settlement Agreement, they will notify the United States within ten days of service of the complaint upon it. In addition, in connection with such suit or claim, the Debtors shall notify the United States within ten days of service or receipt of any Motion for Summary Judgment and within ten days of receipt of any order from a court setting a case for trial.

## VII. NOTICES AND SUBMISSIONS

26. 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, unless those individuals or their successors give notice of a change 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 of the Settlement Agreement with respect to the United States, EPA, DOI, the States, and the Debtors, respectively.

a. As to the United States:

Assistant Attorney General  
Environment & Natural Resources  
Division  
U.S. Department of Justice  
10th & Pennsylvania Ave., N.W.  
Washington, DC 20530  
Ref. D.J. # 90-11-2-784

Enforcement Counsel For Superfund  
U.S. EPA  
401 M St. SW  
Mail Code LE134-S  
Washington, DC 20460

Daniel G. Shilito  
Office of the Solicitor  
Division of Conservation & Wildlife  
Department of the Interior  
18th & C Streets, N.W.  
Washington, DC 20240

b. As to the Debtors:

Oliver J. Janney, Esq.  
Uniroyal Technology Corporation  
One Sarasota Tower  
2 North Tamiami  
Sarasota, FL 34236

Peter M. Gillon, Esq.  
Weil, Gotshal & Manges  
1615 L Street, NW  
Suite 700  
Washington, DC 20036

c. As to the State of Indiana:

Mathew S. Scherschel  
Office of the Attorney General  
219 State House  
Indianapolis, IN 46204

Assistant Commissioner  
Office of Environmental Response  
Indiana Department of Environmental Management  
P.O. Box 6015  
Indianapolis, IN 46206-6015

d. As to the State of Wisconsin:

Linda Meyer  
Department of Natural Resources  
101 South Webster Street  
P.O. Box 7921  
Madison, WI 53707

Mark Giesfeldt  
Section Chief  
Emergency and Remedial Response Section  
Department of Natural Resources  
P.O. Box 7921  
Madison, WI 53707

**VIII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

27. This Settlement Agreement shall be lodged with the Court for a period not less than thirty days for public notice and comment. After the conclusion of the public comment period, the United States will file with the Court any comments received, as well as the United States' responses to the comments, and at that time, if appropriate, request the Court to enter 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 inappropriate, improper or inadequate.

28. This Settlement Agreement shall be subject to Bankruptcy Court approval. If for any reason the Court should decline to approve this Settlement Agreement, or if a Final Order (as defined in this Paragraph) is entered reversing the Bankruptcy Court's order approving this Settlement Agreement (i) 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; (iii) the proofs of claim filed by the United States and States shall not be deemed to be discharged and the Debtors may file objections and/or file a motion for estimation of such claims (which the United States or the States may oppose); (iv) this Settlement Agreement and any documents executed in connection herewith shall have no residual or probative effect or value, and it shall be as if they had never been executed; and (v) this Settlement Agreement and any documents executed in connection herewith may not be used as evidence in any litigation between the Parties. For purposes of this Paragraph, the term Final Order shall mean an order or decision as to which no appeal may be taken. The Debtors shall promptly use their best efforts to obtain approval of this Settlement Agreement by the Bankruptcy Court. The United States

on behalf of EPA and DOI and the States shall continue to support confirmation of the Third Amended Plan of Reorganization dated May 11, 1992, but reserve the right to object to any changes to that plan of reorganization.

29. If for any reason prior to the Effective Date of the Plan the petition for relief of any of the Debtors under Chapter 11 is dismissed or converted to a Chapter 7 proceeding (i) the parties shall not be bound hereunder; (ii) the parties shall have no liability to one another arising out of or in connection with this Settlement Agreement; (iii) this Settlement Agreement shall have no residual or probative effect or value, and it shall be as if it had never been executed; and (iv) this Settlement Agreement may not be used as evidence in any litigation between the Parties.

#### **IX. AMENDMENTS/INTEGRATION AND COUNTERPARTS**

30. This Settlement Agreement and any other documents to be executed in connection herewith shall constitute the sole and complete agreement of the parties hereto. This Settlement Agreement may not be amended except by a writing signed by the party sought to be bound thereunder.

31. 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.

#### **X. RETENTION OF JURISDICTION**

32. Except as provided in paragraphs 7 and 8 regarding proceedings in other administrative or judicial tribunals, this

Court shall retain jurisdiction over both the subject matter of this Settlement Agreement and the Debtors 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 PARTIES ENTER INTO THIS SETTLEMENT AGREEMENT

FOR THE UNITED STATES OF AMERICA

Date: \_\_\_\_\_

\_\_\_\_\_  
VICKI A. O'MEARA  
Acting Assistant Attorney General  
Environment and Natural Resources  
Division  
U.S. Department of Justice  
Washington, D.C. 20530

Date: \_\_\_\_\_

\_\_\_\_\_  
HERBERT H. TATE, JR.  
Assistant Administrator  
U.S. Environmental Protection  
Agency  
401 M Street, S.W.  
Washington, D.C. 20460

Date: \_\_\_\_\_

\_\_\_\_\_  
ALAN S. TENENBAUM  
Senior Attorney  
Environmental Enforcement Section  
Environment and Natural Resources  
Division  
U.S. Department of Justice  
Washington, D.C. 20530

Date: \_\_\_\_\_

\_\_\_\_\_  
CAROLINE A. DIBONA  
Office of Enforcement  
U.S. Environmental Protection  
Agency  
401 M Street, S.W.  
Washington, D.C. 20460

STATE OF WISCONSIN

Date: Aug. 4, 1992

Lorraine C. Stoltzfus  
JAMES E. DOYLE, Wisconsin Attorney General  
LORRAINE C. STOLTZFUS  
Assistant Attorney General  
Wisconsin Department of Justice  
P.O. Box 7957  
Madison, Wisconsin 53707

Date: August 5, 1992

Carroll D. Besadny  
CARROLL D. BESADNY  
Secretary  
Wisconsin Department of Natural Resources  
P.O. Box 7921  
Madison, Wisconsin 53707

STATE OF INDIANA

By: \_\_\_\_\_

Office of the Governor

By: \_\_\_\_\_

Kathy Prosser, Commissioner  
Indiana Department of Environmental  
Management

By: \_\_\_\_\_

Greta Hawvermale, Assistant Commissioner  
Indiana Department of Environmental  
Management

By: \_\_\_\_\_

Gary Doxtater, Deputy Director  
Indiana Department of Natural Resources

Approved as to Form and Legality

Linley E. Pearson  
Attorney General, State of Indiana

By: \_\_\_\_\_

Mathew S. Scherschel  
Deputy Attorney General

Date: \_\_\_\_\_

THE DEBTORS

Date: \_\_\_\_\_

By: \_\_\_\_\_

OLIVER J. JANNEY  
One Sarasota Tower  
Suite 1200  
2 North Tamiami  
Sarasota, FL 34236

Date: \_\_\_\_\_

By: \_\_\_\_\_

PETER M. GILLON  
Weil, Gotshal & Manges  
1615 L St., N.W.  
Washington, DC 20036

Attorneys For Debtors

IT IS SO ORDERED. JUDGEMENT ENTERED IN ACCORDANCE WITH THE FOREGOING SETTLEMENT AGREEMENT.

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Date: \_\_\_\_\_