STATE OF WISCONSIN CIRCUIT COURT MARINETTE COUNTY

STATE OF WISCONSIN,

Plaintiff,

v.

Case No. 22-CX-0001
Complex Forfeiture: 30109

TYCO FIRE PRODUCTS,
LIMITED PARTNERSHIP,

Defendant.

STIPULATION FOR JUDGMENT

Plaintiff State of Wisconsin brought this civil action against Defendant Tyco Fire Products, Limited Partnership ("Tyco") for alleged violations of the State's Spills Law at Tyco's Fire Technology Center ("FTC") located at 2700 Industrial Parkway, Marinette, Wisconsin.

The State of Wisconsin and Tyco now wish to settle this matter by agreement and avoid further litigation and therefore enter into this Stipulation for Judgment ("Stipulation").

IT IS STIPULATED AND AGREED by the State of Wisconsin and Tyco that this case shall be settled on the merits, with prejudice, on the following terms and conditions:

1. The parties to this Stipulation are the State of Wisconsin and Tyco.

2. The Circuit Court for the State of Wisconsin (Marinette County) ("Court") has jurisdiction over the parties and subject matter of this action. As of the

date of the parties' execution of this Stipulation, the Honorable Tammy Jo Hock of the Circuit Court for the State of Wisconsin (Brown County) has been assigned to this case. (Doc. 160.) The "Effective Date" of this Stipulation is the date the Court signs the Order for Judgment.

3. This Stipulation and the Order for Judgment as approved by the Court shall apply to and be binding on the parties and on the successors and assignees of the parties. No change in ownership or corporate or partnership status shall in any way alter the responsibilities of Tyco under this Stipulation.

4. Judgment shall be entered in favor of the State of Wisconsin and against Tyco in the total amount of $10,000,000.00. This sum is comprised of moneys deposited to the PFAS Fund, surcharges, and costs as follows: $9,999,885.50 deposited in the PFAS Fund pursuant to Wis. Stat. § 25.90(2), $25.00 in court costs pursuant to Wis. Stat. § 814.63(1), the $68.00 court support services surcharge under Wis. Stat. § 814.75(2), and the $21.50 justice information system surcharge under Wis. Stat. § 814.75(15).

5. Tyco will pay $10,000,000.00 by check payable to the Marinette County Circuit Court and delivered to the Marinette County Clerk of Circuit Court, 1926 Hall Avenue, 2nd Floor Courthouse, Marinette, Wisconsin 54143, along with a cover letter to the Court identifying the case by name and number. A copy of the cover letter shall be simultaneously mailed as proof of payment to Assistant Attorney General Kevin L. Grzebielski at the Wisconsin Department of Justice, Post Office Box 7857,

Madison, Wisconsin 53707-7857. Payment shall be made within 60 days after the Effective Date.

6. Unless otherwise specified, all capitalized terms in Paragraphs 7 through 14 of this Stipulation have the same meaning as defined in Wis. Admin. Code. NR ch. 700 *et seq*.

7. This Stipulation is specific to, and limited to, BRRTS Case #02-38-580694 and any other PFAS reporting, investigation, and remediation activities pleaded in the Complaint (the "Settled Claims"). For the avoidance of doubt, the Settled Claims include any relief for PFAS contamination relating to the FTC, as referenced in Note 4 of the Second Amended Complaint in *State of Wisconsin v. 3M et al.,* MDL No. 2873, Case No. 2:23-cv-00028-RMG (D.S.C. 2024). The Settled Claims do not include claims related to the application of biosolids that may contain PFAS originating from the FTC (BRRTS Case #02-38-583856) or PFAS claims related to Tyco's Stanton Street facility (BRRTS Case #02-38-581955). Notwithstanding anything else in this Stipulation, the State will not require Tyco in BRRTS Case #02-38-583856 or BRRTS Case #02-38-581955 or any enforcement action related to those BRRTS cases, to take additional actions related to BRRTS Case #02-38-580694 beyond what is required in this Stipulation.

8. Drinking water remedy. The parties agree to the following with respect to the provision of safe drinking water in the Potable Well Sampling Area ("PWSA") (as identified in Exhibit 1).

a. Solely for the purposes of this Stipulation and without waiving and expressly preserving any defenses in any other action and solely as to drinking water in the PWSA and not as to any other area relevant to this Stipulation, the Department of Natural Resources ("DNR") will use the Department of Health Services ("DHS") health advisory levels for PFAS as the criteria for safe drinking water for private drinking water wells in the PWSA. Tyco does not agree to be bound by those criteria and considers the health advisory levels to be advisory, non-enforceable recommendations. If DNR requires that Tyco take an action pursuant to the DHS health advisory levels for PFAS, Tyco may challenge DNR's directive using the dispute resolution process in Paragraph 14 of this Stipulation. If the DHS health advisory levels for PFAS change and become more restrictive or less restrictive, DNR will use those updated advisory levels. Tyco does not agree to be bound by those criteria and considers the health advisory levels to be advisory, non-enforceable recommendations. If DNR requires that Tyco take an action pursuant to these health advisory levels, Tyco may challenge DNR's directive using the dispute resolution in Paragraph 14 of this Stipulation. These concentration levels will be assessed at the point of discharge (tap) following the reverse osmosis treatment process or any other approved treatment process.

b. Private deep drinking water wells are those installed by Tyco in accordance with Tyco's September 27, 2022, "Deep Aquifer Bedrock Well

Design and Long-Term Monitoring Work Plan" and applicable updates provided pursuant to the DNR's letter dated November 11, 2022.

c. For all current platted parcels in the PWSA for which there is not an agreement for a new private deep drinking water well as of the Effective Date (the "Relevant Properties"), Tyco will continue to offer those properties' owners a new private deep drinking water well (for the avoidance of doubt, a map identifying the Relevant Properties is appended hereto as Exhibit 2, and the current deep well agreements that Tyco will continue to offer to property owners of undeveloped and developed parcels are attached as Exhibits 3A and 3B, respectively). Tyco will offer to cover the cost of a replacement private deep drinking water well to the Relevant Properties for a period of 20 years following the Effective Date. Tyco will maintain private deep drinking water wells, in compliance with Tyco's September 27, 2022, "Deep Aquifer Bedrock Well Design and Long-Term Monitoring Work Plan" and Tyco's January 19, 2023, letter entitled "Response to Potable Well Sampling Area (PWSA) Deep Well Design Plan and Deep Aquifer Long-Term Monitoring Plan," or as otherwise agreed by DNR and Tyco for a period of 20 years following each well's installation. For the avoidance of doubt, Tyco will offer to cover the cost of one new private deep drinking water well for all Relevant Properties within the PWSA, and DNR will not require Tyco to provide private drinking water wells for any new platted parcels created, through subdivision or otherwise.

d. Tyco will continue to offer and install private deep drinking water wells in the PWSA as set forth in Paragraph 8.c. of this Stipulation. Tyco will abide by the agreements it has entered or will enter with property owners who have opted for a private deep drinking water well. DNR will not require Tyco to implement other actions for safe drinking water that go beyond Tyco's agreements with property owners, provided that the monitoring of the deep aquifer in the PWSA demonstrates that the private deep drinking water wells can provide drinking water that meets the criteria for PFAS in Paragraph 8.a. of this Stipulation (for the avoidance of doubt, it is reiterated here that Tyco does not agree to be bound by the criteria described in Paragraph 8.a., and it is reiterated here that DNR maintains that the criteria for safe drinking water are the DHS health advisory levels for drinking water).

e. For 10 years following the Effective Date, Tyco will continue to maintain existing Point-of-Entry Treatment ("POET") systems at Relevant Properties in the PWSA where the property owner has not agreed to a new private deep drinking water well. After this period of 10 years, if any of these homeowners continue to not agree to a new private deep drinking water well, Tyco will no longer service the POET, but upon request of the homeowner, Tyco will not remove the POET, and the homeowner may take over responsibility for maintaining the POET. DNR will not require Tyco to implement other actions for safe drinking water for these property owners that go beyond what is included in this Stipulation. If a homeowner refuses a new private deep

drinking water well and, notwithstanding this Stipulation, Tyco then opts to provide a POET to the homeowner, it will be subject to a maintenance agreement that continues for 10 years following the Effective Date.

f. For two years following the Effective Date, Tyco will continue to offer bottled water at homes in the PWSA where the owner of the property has not agreed to a new private deep drinking water well or POET and the private well contains PFAS over the criteria in Paragraph 8.a. of this Stipulation (for the avoidance of doubt, it is reiterated here that Tyco does not agree to be bound by the criteria described in Paragraph 8.a., and it is reiterated here that DNR maintains that the criteria for safe drinking water are the DHS health advisory levels for drinking water). DNR will not require Tyco to implement other actions for safe drinking water for these property owners that go beyond what is included in this Stipulation.

g. DNR will establish and enforce a Special Well Casing Depth Area for wells that are drilled in the deep aquifer to protect from cross contamination of PFAS into the deep aquifer.

h. The foregoing terms supersede any approved Comprehensive Alternative Water Management Plan.

9. DNR will not require Tyco to further investigate or remediate PFAS in any environmental media in the Expanded Site Investigation Area ("ESIA") (as identified in Exhibit 1).

10. Subject to Paragraphs 7 and 9 of this Stipulation, for the site investigation of areas included in the Settled Claims:

a. Tyco will continue to monitor and conduct required sampling of surface water and groundwater in accordance with Tyco's June 16, 2025, "Revised Interim Long Term Monitoring Plan for Groundwater and Surface Water," or as otherwise agreed by DNR and Tyco through the NR § 724.17(4) review process.

b. DNR will not require Tyco to further investigate a potential air deposition pathway for PFAS.

c. DNR will not require Tyco to further investigate surface water pathways connected to the FTC.

d. DNR will not require Tyco to further investigate soil.

e. DNR will not require Tyco to further investigate groundwater.

11. The Existing Tyco Groundwater Extraction and Treatment System ("GETS")[1] is the selected remedial action for BRRTS Case #02-38-580694, subject to any reasonable modification of that system that Tyco determines to be necessary in coordination with DNR in order to achieve the remedial objectives identified in Paragraph 11.b.i. of this Stipulation and detailed in the report(s) identified in

[1] The "Existing Tyco Groundwater Extraction and Treatment System" ("GETS"), means the GETS system specified in the report by Geosyntec entitled "Groundwater Extraction and Treatment System Interim Remedial Action Construction Documentation Report," dated June 16, 2023, and as further described in an update to this document entitled "Construction Documentation Report: Interim Groundwater Extraction and Treatment System Optimization," dated November 25, 2025.

Paragraph 11.b. of this Stipulation. In order for Tyco to demonstrate its conclusions regarding selection of GETS as the selected remedy, Tyco must submit documentation in accordance with NR § 722.13 that GETS will restore the environment to the extent practicable. As permitted by NR § 722.15, DNR may approve, conditionally approve, or disapprove of the submittal(s) in this Paragraph of the Stipulation, provided, however, that such DNR actions do not conflict with the remedial objectives agreed to in Paragraph 11.b.i. of this Stipulation and that approval of the submittal(s) in this Paragraph of the Stipulation will not be unreasonably withheld. Documentation means the following reports:

a. Site Investigation. Tyco is under no obligation to submit additional site investigation reports to the DNR, as described in NR § 716.15.

b. Tyco's determination of the selected remedial action under NR ch. 722 for BRRTS Case #02-38-580694. To support the selection of the GETS as the selected remedial action(s) for BRRTS Case #02-38-580694, Tyco shall submit to DNR a remedial action options report ("RAOR") in accordance with NR § 722.13.

i. The RAOR shall outline a remedial plan to meet the following agreed remedial objectives for BRRTS Case #02-38-580694:

1. Capture and treat PFAS-contaminated groundwater before it reaches Ditches A and B (as identified in Exhibit 1) such that:

a. Mass flux of PFAS in groundwater reduces.

b. Achieve stable or decreasing trends in PFAS concentrations in surface water and groundwater downgradient of the GETS, with the objective to achieve consistent measurements at or below the promulgated PFAS surface water standards in Ditch A (at the point Ditch A exits the southern boundary of the FTC), and Ditch B (downstream of the GETS outfall), to the extent practicable. If the promulgated PFAS surface water standards change, DNR may direct Tyco to update its surface water remedial objectives accordingly; in such case, DNR and Tyco will engage in good faith discussions regarding the practicability of modifying the existing GETS if and as necessary.

2. Measure PFAS concentrations across the plume, demonstrating stable or decreasing trends to confirm natural attenuation.

3. Subject to Paragraph 11.b.i.1.b. of this Stipulation, capture groundwater contaminated with PFAS resulting from leaching of on-site soils using the GETS and implement institutional controls to prevent exposure to PFAS in soil.

4. Ensure safe drinking water through the program outlined in Paragraph 8 of this Stipulation, to include ongoing

deep aquifer monitoring to verify protection of drinking water resources.

ii. The RAOR shall document Tyco's identification and evaluation of remedial options in accordance with NR § 722.07.

iii. The RAOR shall document Tyco's selection of the GETS as the remedial action which will achieve restoration of the environment to the extent practicable in accordance with NR § 722.09.

iv. In the RAOR, Tyco shall identify environmental standards in accordance with NR § 722.09(2). The RAOR shall include a plan outlining how Tyco will measure performance of the selected remedy relative to all applicable state and federal public health and environmental laws and environmental standards in accordance with NR § 722.13(2)(e)5.

c. Tyco's implementation of remedial actions. To the extent not already approved by DNR, Tyco shall continue to submit to DNR the following reports in compliance with NR ch. 724 for the selected remedial action(s):

i. Design Report and Plans (NR §§ 724.09, 724.11);

ii. Operation and Maintenance ("O&M") Plan (NR § 724.13(2));

iii. Long-Term Monitoring Plan (NR § 724.17(2));

iv. Construction Completion (NR §724.15);

v. O&M Progress Reports (NR § 724.13(3)); and

vi. Long-Term Monitoring Reports (NR § 724.13(3m)).

d. Should Tyco determine that results of long-term monitoring demonstrate that the selected remedial action is not projected to achieve the objectives identified in Paragraph 11.b.i. of this Stipulation, Tyco shall propose for DNR approval reasonable modifications of the selected action necessary to achieve the objectives identified in Paragraph 11.b.i. of this Stipulation to the extent practicable.

12. Any dispute arising under Paragraphs 8 through 11 of this Stipulation is subject to dispute resolution under Paragraph 14 of this Stipulation.

13. Tyco is responsible for notifying all affected parties of any limitations or other conditions imposed by DNR as authorized and required by NR § 725.05 for properties affected by residual contamination from the FTC.

14. The parties agree to a dispute resolution procedure that will be the exclusive mechanism to resolve disputes arising under Paragraphs 8 through 11 of this Stipulation. The dispute resolution procedure is as follows:

a. The parties that do not seek resolution of a dispute through the following resolution procedures are precluded from seeking other forms of dispute resolution.

b. Disputes may generally fall into two broad categories. First, Legal Disputes are disputes that are purely legal in nature. Second, Technical Disputes are any disputes that involve factual and/or technical aspects of this matter. Although a particular dispute may be either purely Technical or purely

Legal, the parties recognize that particular disputes may raise a mix of both legal and factual/technical questions.

c. The dispute resolution process has four steps:

i. Step one. Informal resolution discussions. This step will involve giving notice of a dispute and informally, in good faith, discussing the dispute and trying to resolve it.

ii. Step two. Technical panel for Technical Dispute (this step does not apply to a Legal Dispute). Upon mutual agreement of the parties that a dispute is predominantly a Technical Dispute, if informal dispute resolution is not successful, a panel of three qualified technical experts—one chosen by Tyco, one chosen by DNR, and one neutral expert proposed by each of the party-selected experts and approved by Tyco and DNR, with such approval not to be unreasonably withheld—shall be convened to receive the parties' written submissions on the dispute and, if necessary, to discuss the dispute with the parties to try to resolve it. Costs, fees, and expenses for the technical panel shall be borne by the party seeking the technical panel review unless both parties seek such resolution, in which case costs will be borne evenly by both parties. The technical panel will make—by majority vote—an advisory decision on the dispute. The parties expect that most Technical Disputes that are not resolved informally will be resolved at this step

and that the parties will respect and defer to, when appropriate, the technical experts and their advisory decision.

iii. Step three. Mediation. In the event of a Technical Dispute with no resolution at steps one or two or a Legal Dispute with no resolution at step one, and the parties believe mediation would be useful for resolving the dispute, the parties may mutually agree to mediate the dispute using a mediator mutually agreed to by both parties. Costs, fees, and expenses for mediation shall be borne by the party seeking the mediation unless both parties seek mediation, in which case costs will be borne evenly by both parties. The parties can mutually agree to forgo this step if they do not believe mediation would be useful for resolving the dispute. Absent order of the Court, neither party is required to mediate a dispute if they do not want to.

iv. Step four. Judicial review. If there is no resolution of any dispute at one of the prior steps (if applicable; mediation is not a prerequisite for judicial review), a party may seek judicial review before the Court having jurisdiction in this matter, with the party seeking judicial review bearing the burden of proof. The review is limited to the record developed by Tyco and DNR. For a Technical Dispute for which a technical panel was convened, absent agreement of the parties, any additional information developed by or opinion rendered by the technical panel regarding the Technical Dispute shall not be admissible

for judicial review under this procedure. The parties shall each bear their own costs, fees, and expenses for judicial review.

15. Tyco estimates that as of March 2025, it has spent more than $100 million on efforts related to the requirements of Paragraphs 8 through 13 of this Stipulation, to include approximately $25 million expended on the GETS. In addition, as of December 31, 2025, a substantial portion of $180 million remains available for ongoing long-term remediation efforts to address PFAS contamination at or near the FTC and surrounding areas in the City of Marinette and Town of Peshtigo, as well as for the continued remediation at Tyco's Stanton Street manufacturing facility also located in Marinette, Wisconsin. The parties agree that the actual costs may vary, and nothing in this Paragraph shall be construed to require Tyco to expend a specific amount to complete the requirements of Paragraphs 8 through 13 of this Stipulation.

16. The parties acknowledge that this Stipulation and the Order for Judgment set forth the entire understanding of the parties with respect to resolution of the violations alleged in the Complaint.

17. Release of Settled Claims. Upon entry of the Stipulation, the State agrees to fully release and forever discharge Tyco; Johnson Controls, Inc.; Ansul, LLC; and Tyco International plc n/k/a Johnson Controls International plc, and their past, present, and future predecessors, successors, parents, subsidiaries, other corporate entities sharing the same ultimate corporate parent (Johnson Controls International plc), shareholders, officers, directors, employees, insurers, agents, attorneys, assigns, and representatives from any and all claims, demands,

obligations, causes of action, rights, damages, costs, attorneys' fees, and compensation arising out of or relating to the Settled Claims.

18. Nothing contained in this Stipulation shall be construed as an admission of liability by Tyco, or as a concession by the State regarding the veracity of the State's allegations.

19. The Order for Judgment will be a final and appealable Order. However, the parties hereby waive their right to appeal the Order.

20. The Order for Judgment and Judgment may be entered incorporating the terms of this Stipulation without further notice, and the Judgment may be docketed, pursuant to Wis. Stat. § 806.10(1).

Dated this 3rd day of June, 2026.

JOSHUA L. KAUL
Attorney General of Wisconsin

KEVIN L. GRZEBIELSKI
Assistant Attorney General
State Bar #1098414

BRADLEY J. MOTL
Assistant Attorney General
State Bar #1074743

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Dated this 3rd day of June, 2026.

ONE LAW GROUP, S.C.
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Joseph P. Putzstuck

WILLIAMS & CONNOLLY LLP
Liam J. Montgomery (admitted *pro hac vice*)
Anna J. Hrom (admitted *pro hac vice*)

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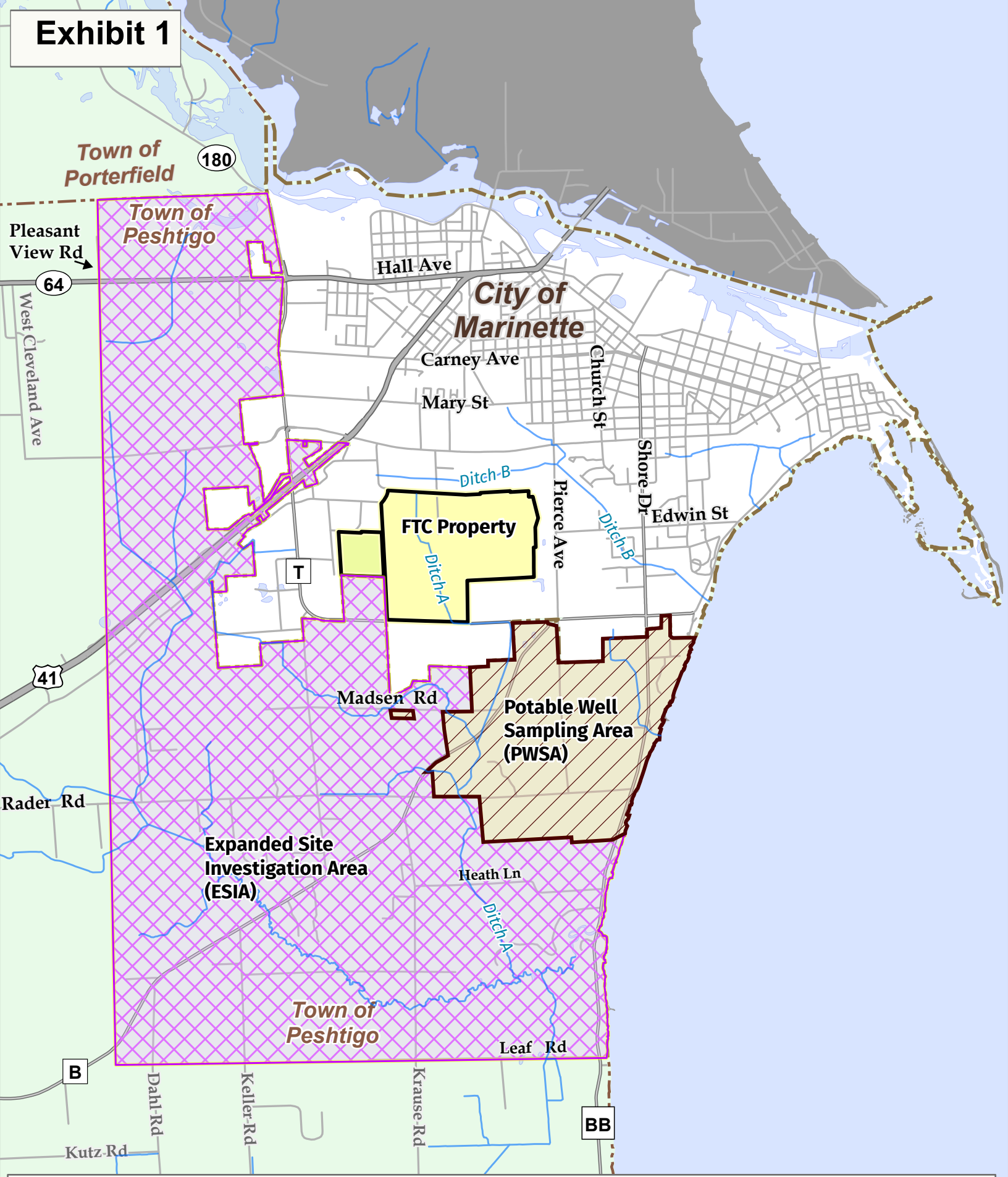
EXHIBIT 1

State of Wisconsin v. Tyco Fire Products, Limited Partnership

Case No. 22-CX-0001

Stipulation for Judgment



Locations are approximate. This map was not prepared for engineering or surveying purposes.

N

0 1 Mile

WISCONSIN DEPT. OF NATURAL RESOURCES

Remediation & Redevelopment Program
Wisconsin Department of Natural Resources

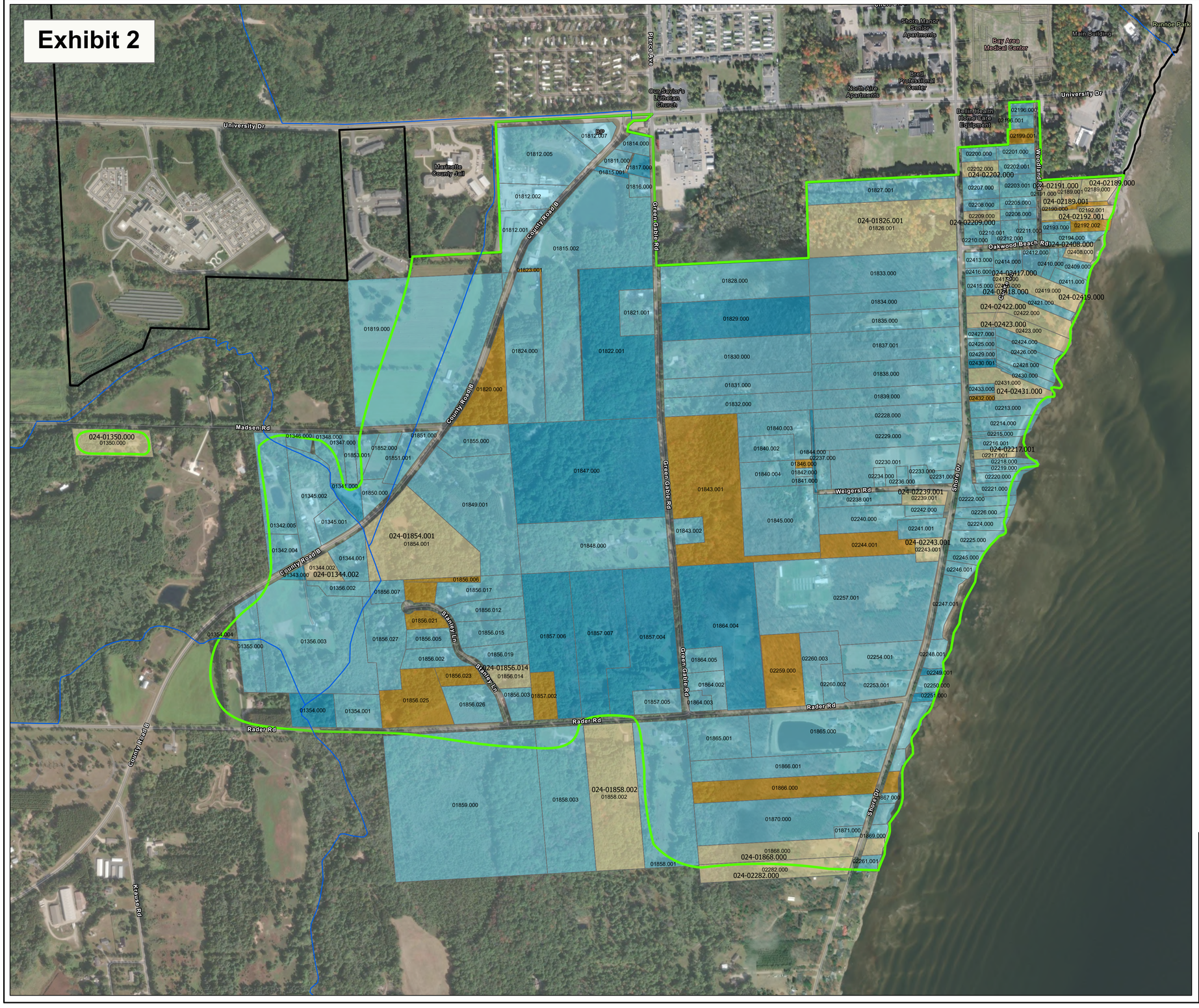
EXHIBIT 2

State of Wisconsin v. Tyco Fire Products, Limited Partnership

Case No. 22-CX-0001

Stipulation for Judgment

Exhibit 2



LEGEND:

- APPROXIMATE MARINETTE CITY BOUNDARY
- POTABLE WELL SAMPLING AREA
- DITCH OR STREAM

DEEP WELL TRACKING STATUS

- DEVELOPED WITH AGREEMENT
- UNDEVELOPED WITH AGREEMENT
- DEVELOPED WITHOUT AGREEMENT
- UNDEVELOPED WITHOUT AGREEMENT

NOTES:

1. CATEGORIZED PARCELS INCLUDE IMPROVED AND UNIMPROVED LOTS.
2. AERIAL IMAGERY PROVIDED BY ARCGIS ONLINE DATA.
3. ALL APNS FOR MARINETTE COUNTY START WITH '024-'.

0 860 1,720 US Feet

GRAPHIC SCALE IN FEET

TYCO FIRE TECHNOLOGY CENTER
MARINETTE, WISCONSIN

DEEP WELL TRACKING PARCELS

ARCADIS

FIGURE
2

T:_ENV\TYCO_PRO_REPORT_FIGURES\FTC\GETS\FTC_L_Settlement.aprx 3/27/2026 12:58 PM

EXHIBIT 3A

State of Wisconsin v. Tyco Fire Products, Limited Partnership

Case No. 22-CX-0001

Stipulation for Judgment

Exhibit 3A

Document Number

AGREEMENT AND NOTICE OF RESTRICTIONS

Recording Area

Name and Return Address:
Foley & Lardner LLP
Attn: Amanda K. Beggs
777 East Wisconsin Avenue
Milwaukee, WI 53202-5306

«Parcel_No»

Parcel Identification Number (PIN)

This document was drafted by Amanda K. Beggs, Esq., c/o Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, WI 53202-5306.

AGREEMENT AND NOTICE OF RESTRICTIONS

THIS AGREEMENT AND NOTICE OF RESTRICTIONS (this "**Agreement**") is made this ____ day of _____, 2026, by and between Tyco Fire Products LP ("**Tyco**") and «Owners_Listed_on_Title_Search_082022» ("**Property Owner**").

A. Property Owner is the fee owner of certain real property in Marinette County, Wisconsin, as more particularly described on Exhibit A attached hereto and incorporated herein (the "**Property**").

B. Tyco and Property Owner are entering into this Agreement for the purpose of giving public record notice of certain terms and obligations that they have agreed upon, for the installation of a drinking water supply on the Property and restrictions on the Property in connection therewith.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and agree as follows:

1. Tyco's Obligations. Tyco agrees that after notification by the Property Owner in accordance with this Agreement, Tyco will provide and pay for a long-term water solution for the Property. Tyco will determine the long-term water solution based on the options available at the time, which may be a deep well or another option for a drinking water supply for the Property.

2. Property Owner Obligations. Property Owner agrees to do the following:

A. Notify Tyco in writing of the Property Owner's intent to develop the Property if such development requires a drinking water supply.

B. Allow Tyco and its contractors access to the Property to install the drinking water supply and sample drinking water.

C. Not make any claim against Tyco (or any related entities) for an alternative water source (such as, bottled water or other water delivery services, POET systems or other water filtration systems, drinking water wells, any additional connections to an existing well, or connection to a municipal water line) if Tyco is compliant with this Agreement.

D. By the signature(s) below, the Property Owner represents, warrants and affirms that (i) he/she/it/they are the sole owner of the Property, all persons or entities with an ownership interest in the Property (including spouses) have executed this Agreement and that he/she/it/they have the power, authority and capacity to execute this Agreement and to bind Property Owner and its entire fee simple interest in the Property, and (ii) all persons or entities with ownership interests in the Property are identified below and have executed and delivered this Agreement.

3. Notice of Potential Presence of PFAS. Tyco and Property Owner hereby give public record notice that groundwater on the Property may contain per- and polyfluoroalkyl substances, including perfluorooctanoic acid (PFOA) and perfluorooctane sulfonic acid (PFOS). These conditions are further described in Wisconsin Department of Natural Resources files (including the BRRTS on the Web site at *https://dnr.wisconsin.gov/topic/Brownfields/botw.html*), under the identification #02-38-580694.

4. Notice. Any request, demand or other notice required or permitted to be given under this Agreement (including any notice that the Property Owner has determined to develop the Property) must be made in writing and shall be deemed, given and sent, if mailed, when deposited in the United States as certified mail, or when sent by overnight courier service, or electronic mail.

If to Tyco:

Denice Nelson
Tyco Fire Products LP
2300 Aerial Drive
Marinette, WI 54143

With a copy to:

Amanda K. Beggs, Esq.
Foley & Lardner LLP
777 East Wisconsin Avenue
Milwaukee, WI 53202-5306
Email: abeggs@foley.com

If to the Property Owner, the names and address listed above for the Property.

5. Modification Or Amendment. No modification or amendment to this Agreement shall be binding upon either party unless the modification or amendment is in writing and is signed by both parties. Any handwritten markings on this Agreement are not effective unless they are initialed by both parties.

6. Enforceability. If any provision in this Agreement is held to be unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

7. Signatures. This Agreement may be signed in any number of counterparts with the same effect as if the signatures were upon the same document. A facsimile or digital signature has the same effect as an original signature.

8. Applicable Law. This Agreement shall be interpreted in accordance with the substantive law of the State of Wisconsin without application of choice of law rules.

9. Mediation and Arbitration. The parties agree that the parties shall resolve any disagreement concerning claims arising under this Agreement through mediation, which shall be conducted in the State of Wisconsin. If the parties are unable to reach resolution through mediation, the parties shall resolve the disagreement concerning claims arising under this Agreement through arbitration in the State of Wisconsin. If Arbitration is pursued, the disagreement shall be resolved exclusively through binding arbitration administered by JAMS under its Commercial Arbitration Rules then in effect.

10. Runs With the Land. This Agreement shall burden the Property and shall run with the land. This Agreement shall inure to the benefit of and be binding upon Property Owner and any assignee or mortgagee of the Property, Tyco and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

11. Recording. This Agreement shall be memorialized by the execution and recording in the Office of the Register of Deeds of the County in which the Property is located, whereupon all the covenants and rights that are the subject of this Agreement shall immediately become effective and binding upon the Property, all Property Owners and successive owners of the Property, and the successors and assigns of Tyco. Either party or both parties may record or re-record this Agreement, or a notice or short form of this Agreement, in said office at any time and from time to time.

12. Other Provisions. This Agreement does not create a joint venture, partnership, trust, agency, or other similar relationship between the parties. This Agreement shall not be construed against the drafter of this Agreement as all parties have had the opportunity to consult with counsel.

[*Signature Page(s) Follow*]

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Notice of Restrictions as of the day and year first above written.

TYCO FIRE PRODUCTS LP

Signed: _____
Print Name: _____
Dated: _____

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2026, the above-named _____, to me known to be the _____ of TYCO FIRE PRODUCTS LP, who executed the foregoing instrument on behalf of such limited partnership and acknowledged the same.

_____
Name: _____
Notary Public, State of _____
My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Notice of Restrictions as of the day and year first above written.

PROPERTY OWNER

Signed: _____
Print Name: _____
Dated: _____

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2026, the above-named _____ to me known to be such individual who executed the foregoing instrument and acknowledged the same.

_____
Name: _____
Notary Public, State of _____
My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Notice of Restrictions as of the day and year first above written.

PROPERTY OWNER

Signed: _____
Print Name: _____
Dated: _____

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2026, the above-named _____ to me known to be such individual who executed the foregoing instrument and acknowledged the same.

_____
Name: _____
Notary Public, State of _____
My Commission Expires: _____

EXHIBIT A

Legal Description

EXHIBIT 3B

State of Wisconsin v. Tyco Fire Products, Limited Partnership

Case No. 22-CX-0001

Stipulation for Judgment

Exhibit 3B

AGREEMENT AND NOTICE OF RESTRICTIONS

Document Number

Recording Area

Name and Return Address:
Foley & Lardner LLP
Attn: Amanda K. Beggs
777 East Wisconsin Avenue
Milwaukee, WI 53202-5306

«Parcel_No»

Parcel Identification Number (PIN)

This document was drafted by Amanda K. Beggs, Esq., c/o Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, WI 53202-5306.

AGREEMENT AND NOTICE OF RESTRICTIONS

THIS AGREEMENT AND NOTICE OF RESTRICTIONS (this "**Agreement**") is made this ____ day of _____, 2026, by and between Tyco Fire Products LP ("**Tyco**") and «Owners_Listed_onTitle_Search_082022» ("**Property Owner**").

A. Property Owner is the fee owner of certain real property in Marinette County, Wisconsin generally known as «Parcel_Address», and as more particularly described on Exhibit A attached hereto and incorporated herein (the "**Property"**).

B. Tyco and Property Owner are entering into this Agreement for the purpose of giving public record notice of certain terms and obligations that they have agreed upon, for the installation of a drinking water supply on the Property and restrictions on the Property in connection therewith.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and agree as follows:

1. Tyco's Obligations. Tyco agrees to do the following:

A. Install a new water supply well ("**Water Supply Well**") on the Property, and perform all necessary plumbing and electrical work to ensure that the Water Supply Well is capable of providing water on the Property at all existing water taps. Tyco will also abandon any existing water supply wells in accordance with all regulatory requirements. To perform this work, Tyco will contract with licensed and insured contractors. These companies are referred to in this Agreement as the "Installation Contractors."

B. Tyco and the Installation Contractors will:

i. Contact "Diggers Hotline" to mark utility lines, in accordance with Diggers Hotline's procedures.

ii. Obtain all permits required for the installation of the Water Supply Well and abandonment of any existing wells.

iii. Not unreasonably disturb the Property or the Property occupants during the installation of the Water Supply Well.

iv. After the installation is complete, restore the Property. This may include providing a reasonable replacement for grass or landscaping, and repairing any damage to hardscape, such as driveways.

C. Assign to the Property Owner any applicable warranties from the Installation Contractors.

D. Contract with a water treatment provider to provide water treatment services until 20 years following the date of well installation, to Property Owner as outlined in the attached Scope of Work (Exhibit B). The services provided by the water treatment provider shall include treatment for naturally occurring elements such as radium in water.

E. After installation of the Water Supply Well, Tyco will:

i. Perform sampling to verify that the water supplied by the Water Supply Well tests at or below the level of PFAS allowed under enforceable groundwater regulations (if any), but if there are no applicable enforceable groundwater regulations, then enforceable drinking water regulations applicable to municipal water systems in Marinette, Wisconsin. Tyco will also test the water for naturally occurring elements to verify water treatment components before and after water treatment installation.

ii. Sample the well quarterly over the first year, to ensure that the water supplied by the new well tests at or below, the level of PFAS allowed under enforceable groundwater regulations (if any), but if there are no applicable enforceable groundwater regulations, then enforceable drinking water regulations applicable to municipal water systems in Marinette, Wisconsin.

iii. Upon Property Owner request at the time the Water Supply Well is installed, Tyco will remove any existing Point-of-Entry Treatment Unit ("**POET**") at Tyco's sole cost and expense. After the installation of the Water Supply Well is complete, if Property Owner does not request removal of the POET, then Property Owner assumes all responsibility for the operation, maintenance and removal of the POET.

F. As part of the long-term monitoring program that Tyco is establishing in cooperation with the Wisconsin Department of Natural Resources ("**DNR**") for the site identified in the BRRTS on the Web site at https://dnr.wisconsin.gov/topic/Brownfields/botw.html, under the identification #02-38-580694, Tyco will propose that if one of the deep bedrock long-term monitoring wells located near a private Water Supply Well, detects PFAS above the level of PFAS allowed under enforceable groundwater regulations (if any), but if there are no applicable enforceable groundwater regulations, then enforceable drinking water regulations applicable to municipal water systems in Marinette, Wisconsin, Tyco will seek permission to test nearby individual Water Supply Wells. If such sampling detects PFAS above the level of PFAS allowed under enforceable groundwater regulations (if any), but if there are no applicable enforceable groundwater regulations, then enforceable drinking water regulations applicable to municipal water systems in Marinette, Wisconsin, Tyco will work in cooperation with Property Owner and DNR to determine appropriate next steps for ensuring safe drinking water.

G. All of the work outlined in this Paragraph 1 (including future sampling activities that may be required by the DNR) is collectively referred to in this Agreement as "the **Services**."

2. Property Owner's Obligations. Property Owner agrees to do the following:

A. Agree to the location of the Water Supply Well. Property Owner will reasonably agree to the suggested location of the Water Supply Well, taking into account other structures on the property, the location of any underground structures or septic systems, the distance from homes located on the Property and any other applicable regulatory or zoning requirements.

B. Inform the Installation Contractors about any private utilities, septic tanks, leach fields, and any other underground structures that the Property Owner is aware of.

C. Allow Tyco, the Installation Contractors, Digger's Hotline personnel or other subcontractors to access the Property to perform the Services.

D. Assist to keep residents, visitors and other invited persons (including other contractors), and any vehicles out of the way of the Installation Contractors while they are performing the Services, and to cooperate with requests from the Installation Contractors for other security or access concerns.

E. Use reasonable efforts to maintain the Water Supply Well and pump after installation.

F. If Property Owner develops additional areas of the Property, connects (or allows the connection) of additional taps to the Water Supply Well, or otherwise alters the Water Supply Well in any way, Property Owner assumes all liability for the operation and maintenance of the Water Supply Well, and agree that it is Property Owner's responsibility to comply with all applicable rules and regulations that may apply based on the number of structures or persons served by the Water Supply Well.

G. Not make any claim against Tyco (or any related entities) for an alternative water source (such as, bottled water or other water delivery services, POET systems or other water filtration systems, drinking water wells, any additional connections to an existing well, or connection to a municipal water line) if Tyco is compliant with this Agreement.

H. After the period of services provided by the water treatment provider (discussed above in Paragraph 1) has expired, the Property Owner agrees that they will not make a claim against Tyco (or any related entities) for a continuation of the services provided by the water treatment provider.

I. By the signature(s) below, the Property Owner represents, warrants and affirms that (i) he/she/it/they are the sole owner of the Property, all persons or entities with an ownership interest in the Property (including spouses) have executed this Agreement and that he/she/it/they have the power, authority and capacity to execute this Agreement and to bind Property Owner and its entire fee simple interest in the Property, and (ii) all persons or entities with ownership interests in the Property are identified below and have executed and delivered this Agreement.

3. Notice of Potential Presence of PFAS. Tyco and Property Owner hereby give public record notice that groundwater on the Property may contain per- and polyfluoroalkyl substances, including perfluorooctanoic acid (PFOA) and perfluorooctane sulfonic acid (PFOS). These conditions are further described in Wisconsin Department of Natural Resources files (including the BRRTS on the Web site at *https://dnr.wisconsin.gov/topic/Brownfields/botw.html*), under the identification #02-38-580694.

4. Notice. Any request, demand or other notice required or permitted to be given under this Agreement must be made in writing and shall be deemed, given and sent, if mailed, when deposited in the United States as certified mail, or when sent by overnight courier service, or electronic mail:

If to Tyco:

Denice Nelson
Tyco Fire Products LP
2300 Aerial Drive
Marinette, WI 54143

With a copy to:

Amanda K. Beggs, Esq.
Foley & Lardner LLP
777 E. Wisconsin Avenue
Milwaukee, WI 53202-5306
Email: abeggs@foley.com

If to the Property Owner, the names and address listed above for the Property.

5. Modification Or Amendment. No modification or amendment to this Agreement shall be binding upon either party unless the modification or amendment is in writing and is signed by both parties. Any handwritten markings on this Agreement are not effective unless they are initialed by both parties.

6. Enforceability. If any provision in this Agreement is held to be unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

7. Signatures. This Agreement may be signed in any number of counterparts with the same effect as if the signatures were upon the same document. A facsimile or digital signature has the same effect as an original signature.

8. Applicable Law. This Agreement shall be interpreted in accordance with the substantive law of the State of Wisconsin without application of choice of law rules.

9. Mediation and Arbitration. The parties agree that the parties shall resolve any disagreement concerning claims arising under this Agreement through mediation, which shall be conducted in the State of Wisconsin. If the parties are unable to reach resolution through mediation, the parties shall resolve the

disagreement concerning claims arising under this Agreement through arbitration in the State of Wisconsin. If Arbitration is pursued, the disagreement shall be resolved exclusively through binding arbitration administered by JAMS under its Commercial Arbitration Rules then in effect.

10. Runs With the Land. This Agreement shall burden the Property and shall run with the land. This Agreement shall inure to the benefit of and be binding upon Property Owner and any assignee or mortgagee of the Property, Tyco and its respective heirs, transferees, successors and assigns, and all persons claiming under them.

11. Recording. This Agreement shall be recorded in the Office of the Register of Deeds of the County in which the Property is located, whereupon all the covenants and rights that are the subject of this Agreement shall immediately become effective and binding upon the Property, all Property Owners and successive owners of the Property, and the successors and assigns of Tyco. Either party or both parties may record or re-record this Agreement, or a notice or short form of this Agreement, in said office at any time and from time to time.

12. Other Provisions. This Agreement does not create a joint venture, partnership, trust, agency, or other similar relationship between the parties. This Agreement shall not be construed against the drafter of this Agreement as all parties have had the opportunity to consult with counsel.

[*Signature Page(s) Follow*]

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Notice of Restrictions as of the day and year first above written.

TYCO FIRE PRODUCTS LP

Signed: _____
Print Name: _____
Dated: _____

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2026, the above-named _____, to me known to be the _____ of TYCO FIRE PRODUCTS LP, who executed the foregoing instrument on behalf of such limited partnership and acknowledged the same.

_____
Name: _____
Notary Public, State of _____
My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Notice of Restrictions as of the day and year first above written.

PROPERTY OWNER

Signed: _____
Print Name: _____
Dated: _____

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2026, the above-named _____, to me known to be such individual who executed the foregoing instrument and acknowledged the same.

_____
Name: _____
Notary Public, State of _____
My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Notice of Restrictions as of the day and year first above written.

PROPERTY OWNER

Signed: _____
Print Name: _____
Dated: _____

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2026, the above-named _____, to me known to be such individual who executed the foregoing instrument and acknowledged the same.

_____
Name: _____
Notary Public, State of _____
My Commission Expires: _____

EXHIBIT A

Legal Description

EXHIBIT B

Scope of Work for Water Treatment Provider

Well Treatment Plan

A preliminary 20 year-well treatment plan has been developed for each replacement well based on local testing and consultation with local water treatment providers. The measures in the preliminary plan will include at a minimum:

- A high efficiency water softener (at pump influent, post pressure tank whole house)
- A sediment filter (at pump influent, post pressure tank whole house)
- A reverse osmosis treatment system in each kitchen for additional treatment that will include a chrome faucet and 3-gallon storage tank (beneath the kitchen sink). If requested by the property owner at the time of installation, and if the water treatment provider determines that it is feasible, additional connections will be included to other drinking water taps, such as bathroom spigots and refrigerators.
- Home delivery of softening salts
- Annual service appointment to replace filters, if necessary, and inspect/inventory equipment

Final well treatment measures will be implemented following installation of the replacement private well and the collection of a water sample to confirm quality and determine whether there is a need to modify the above preliminary plan. The final water treatment system for the property will be installed by a trusted local water treatment provider. Following installation of the water treatment system, a detailed 20-year water treatment maintenance plan will be established. This maintenance plan will be developed to fit the property without being overly intrusive on residents.