

**SETTLEMENT AGREEMENT,
RELEASE, AND COVENANT NOT TO SUE**

This Settlement Agreement, Release, and Covenant not to Sue ("Settlement Agreement") is entered into between Appvion, Inc. ("Appvion") and NCR Corporation ("NCR"), on the one hand, and the City of Appleton, Menasha Corporation, Neenah-Menasha Sewerage Commission, U.S. Paper Mills Corp., and WTM I Company ("WTM") (collectively, the "Settling Defendants"), on the other hand. Appvion, NCR, and the Settling Defendants are individually referred to as a "Party" and collectively referred to as the "Parties" in this Settlement Agreement.

RECITALS

WHEREAS, Appvion and NCR have asserted claims against the Settling Defendants in the District Court for the Eastern District of Wisconsin ("District Court"), Case No. 08-CV-16, captioned *Appvion, Inc. and NCR Corporation v. George A. Whiting Paper Company, et al.* ("Whiting Action"), seeking recovery of response costs pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act § 101, 42 U.S.C. § 9601 *et seq.* ("CERCLA"), related to the remediation of polychlorinated biphenyls ("PCBs") from the Lower Fox River and Green Bay Site, which encompasses: (1) approximately 39 miles of the Lower Fox River from the outlet of Lake Winnebago downstream to the mouth of the Fox River at the City of Green Bay; and (2) the bay of Green Bay from the mouth of the Fox River at the City of Green Bay to the point where the bay enters Lake Michigan (the "Site");

WHEREAS, the Settling Defendants have asserted counterclaims against NCR and Appvion in the *Whiting Action*;

WHEREAS, in the District Court, Case No. 10-C-910, captioned *United States, et al. v. NCR Corp., et al.* ("Enforcement Action"), the civil action brought by the United States Government, the State of Wisconsin and the Natural Resource Damages Trustees for the Site, the District Court entered a Consent Decree with Cashout Settling Defendants and the State of Wisconsin ("Cashout Consent Decree")¹ in favor of the Settling Defendants and determined that the settlement, reflecting settlement payments by the Settling Defendants under the Cashout Consent Decree and previous consent decrees relating to the Site that total \$124 million, was reasonable, consistent with CERCLA's goals, and substantively and procedurally fair;²

WHEREAS, the Cashout Consent Decree gives the Settling Defendants and the Settling Defendants' Related Parties (as defined in Paragraph 9(d) of this Settlement Agreement), protection from contribution actions or claims, as provided by CERCLA § 113(f)(2), or as may be otherwise provided by law, for "Natural Resource Damages and all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States, the State, or any other person;"³

WHEREAS, pursuant to CERCLA § 113(f)(2), the Cashout Consent Decree does not discharge any of the other potentially liable persons, but it reduces the potential liability of the others by the amount of the settlement;

WHEREAS, following a September 25, 2014 decision by the United States Court of Appeals for the Seventh Circuit and remand to the District Court, Appvion filed its Ninth Amended Complaint, which alleges a cost recovery claim under CERCLA § 107 against the Settling Defendants and others;

¹ Enforcement Action, Dkt. 984.

² Enforcement Action, Dkt. 961.

³ Enforcement Action, Dkt. 984.

WHEREAS, mediation among the Parties began in 2011 and has continued through the negotiation and execution of this Settlement Agreement, with Magistrate Judge Aaron Goodstein serving as mediator;

WHEREAS, the purpose of the mediation was to discuss settlement of the *Whiting* Action and other matters relating to the Site;

WHEREAS, Appvion, NCR and others (not including the Settling Defendants) have entered into a funding agreement for the Site that requires that certain payments from recoveries be paid to the BTI 2014 LLC;

WHEREAS, after extensive arm's-length negotiations, the Parties desire to fully and finally settle all differences, claims and potential claims between them related to the subject of the *Whiting* Action and the Site;

WHEREAS, the Parties agree that the settlement embodied in this Settlement Agreement promotes the goals of CERCLA by facilitating the cleanup of the Site;

NOW, THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, the Parties agree as follows:

AGREEMENT

1. Settlement Payment. The Settling Defendants agree to pay the amounts stated, and on the terms stated, in this Paragraph 1, as full and final satisfaction of both Appvion's and NCR's claims, for monies paid in the past, present and future by them, to or through them and on their behalves, against the Settling Defendants in the *Whiting* Action (the "Settlement Payment"). The Settlement Payment will be divided into two portions. Eight million dollars (\$8 million) of the Settlement Payment (the "Principal Settlement Payment") will be paid directly to BTI 2014 LLC or its designee at the time and in the manner stated in subparagraph 1(b) of this Paragraph 1. The balance of the

Settlement Payment will be paid into the Court Registry Account of the United States District Court for the Eastern District of Wisconsin (the "Court Registry Account") or into such escrow account as the parties may otherwise mutually agree in writing as the "Conditional Set-Aside." If, on motion, the District Court determines that the District Court Approval Order, as defined in subparagraph 1(b) of this Paragraph 1, has become final and is no longer subject to appeal, the District Court will order the Conditional Set-Aside to be paid forthwith to BTI 2014 LLC or its designee. If, on motion, the District Court determines that the District Court Approval Order has been reversed or modified on appeal so that contribution claims based on the CERCLA § 107 claim asserted by Appvion in the *Whiting* Action are not barred, the District Court will order the Conditional Set-Aside to be paid forthwith to the Settling Defendants, collectively.

a. Total Amount of Each Settling Defendant's Payment. The total amounts to be paid by each of the Settling Defendants, including the Conditional Set-Aside, are as follows:

- i. City of Appleton: \$832,708.10;
- ii. Neenah-Menasha Sewerage Commission: \$832,708.10;
- iii. Menasha Corporation: \$666,167.00;
- iv. U.S. Paper Mills Corp.: \$3,334,208.40; and,
- v. WTM I Company: \$3,334,208.40.

b. Timing and Manner of Each Settling Defendant's Payments. Within 15 business days from the date of entry of an order by the District Court in substantially the same form as Exhibit A approving the settlement embodied in this Settlement Agreement or otherwise approving the settlement, providing for dismissal of claims between the Parties with prejudice, and providing protection for the Settling Defendants

from contribution claims arising from amounts Appvion is awarded from non-settling parties ("District Court Approval Order"), each Settling Defendant will pay (i) its proportionate share of the Principal Settlement Payment by delivery of a cashier's check in that amount in immediately available funds made payable to "BTI 2014 LLC" or payable to another entity designated by BTI 2014 LLC, and (ii) its proportionate share of the Conditional Set-Aside by delivery of a cashier's check in that amount in immediately available funds made payable to the Court Registry Account or into such escrow account as the parties may otherwise mutually agree in writing; provided, however, that the payments by WTM I Company ("WTM") shall be due in accordance with Paragraph 11 hereof.

c. Allocation of the Settlement Payment. The Parties agree that any Settlement Payment paid to BTI 2014 LLC or its designee (including the Conditional Set-Aside, if so ordered by the District Court, pursuant to this Paragraph 1) will be allocated to the resolution of Appvion's CERCLA § 107 claim.

2. Failure to Approve Settlement Agreement. Notwithstanding any other provision herein, in the event that this Settlement Agreement is not approved by the District Court Approval Order, then this Settlement Agreement shall be void and of no effect. For the avoidance of doubt, if this Settlement Agreement is not approved by the District Court Approval Order, then the Parties shall have no further obligations under this Settlement Agreement, including that (a) the Settling Defendants shall not have any obligation to make the Settlement Payment, and (b) NCR and Appvion shall not have any obligation to provide releases or indemnification to the Settling Defendants.

3. Representation of Corporate Relationships. Each Party represents and warrants that, to its best knowledge, it is not affiliated, by way of current corporate relationship, with any potentially responsible party ("PRP") at the Site or any member of the Fox River Group ("FRG") other than certain entities specifically listed in Paragraphs 4, 5 and 9(d), and that the Releases set forth in Paragraphs 4 and 5 shall not extend to any PRP at the Site or FRG member, other than the Parties or entities specifically listed in Paragraphs 4 and 5. For the avoidance of doubt, the Releases set forth in Paragraphs 4 and 5, and the indemnity obligations set forth in Paragraph 9, shall not extend to Georgia-Pacific LLC, Georgia-Pacific Consumer Products LP, Fort James Corporation or PH Glatfelter Company.

4. Release by Appvion and NCR. Upon receipt by BTI 2014 LLC or its designee of the Principal Settlement Payment, NCR and Appvion, to the maximum extent allowable by law, on behalf of themselves and their former and current parents, subsidiaries, insurers, indemnitors, officers, directors, employees, agents, successors, assigns, and every other party claiming through or on behalf of them including, but not limited to, Paperweight Development Corp., PDC Capital Corp., Windward Prospects, Ltd., Wiggins Teape Appleton, p.l.c., Wiggins Teape Appleton (Holdings), p.l.c., Arjo Wiggins Appleton, p.l.c., Arjo Wiggins Appleton, Ltd., Arjo Wiggins Appleton (Bermuda) Ltd., Arjo Wiggins Appleton (Bermuda) Holdings Ltd., Arjo Wiggins S.A., Appleton Investments, LLC, Arjo Wiggins Delaware General Partnership, Arjo Wiggins U.S. Holdings, Ltd., Arjo Wiggins North America Investments, Ltd., Sequana, S.A.S, Worms & Cie, B.A.T. Industries, p.l.c, BTI 2014 LLC, AT&T Corp., and Alcatel-Lucent USA, Inc., and their successors and assigns (the "Plaintiff Releasing Parties") fully

release and discharge the Settling Defendants and the Settling Defendants' Related Parties (collectively, the "Defendant Released Parties") from any and all claims, actions, causes of action, suits, damages, judgments, demands or liability, whether known or unknown, under contract, tort, statute or any other theory under state or federal law, including, without limitation, all claims for damages, investigation costs, response costs, natural resource damages, FRG payments, other settlement payments, contribution, indemnity, subrogation, attorneys' fees, litigation costs and expenses, alleged discovery violations or litigation misconduct, interest or injunctive relief that the Plaintiff Releasing Parties now have, may have had, or may have in the future in any way arising out of or relating to PCB contamination of the Site including, but not limited to, claims asserted in the *Whiting* Action or in the Enforcement Action, or claims arising from matters alleged in the *Whiting* Action or the Enforcement Action, excluding claims for breach of this Settlement Agreement. For the avoidance of doubt, the Settling Defendants and their Related Parties, except WTM and its Related Parties, shall be released upon receipt of all portions of the Settlement Payment except the portion attributable to WTM. WTM and its Related Parties shall be released upon receipt of its portion of the Principal Settlement Payment.

5. Release by Settling Defendants. The Settling Defendants, on behalf of themselves, the Settling Defendants' Related Parties and their respective former and current parents, subsidiaries, insurers, indemnitors, officers, directors, employees, agents, successors, assigns, elected or appointed officials, and shareholders, and every other party claiming through or on behalf of the Settling Defendants, (the "Defendant Releasing Parties") agree to fully release and discharge Appvion and NCR and their

respective parents, subsidiaries, insurers (in their capacity as Appvion's and NCR's insurers), indemnitors, officers, directors, employees, agents, successors and assigns (the "Plaintiff Released Parties") from any and all claims, actions, causes of action, suits, damages, judgments, demands or liability, whether known or unknown, under contract, tort, statute or any other theory under state or federal law, including, without limitation, all claims for damages, investigation costs, response costs, natural resource damages, FRG payments, other settlement payments, contribution, indemnity, subrogation, attorneys' fees, litigation costs and expenses, alleged discovery violations or litigation misconduct, interest, or injunctive relief that the Defendant Releasing Parties now have, may have had, or may have in the future in any way arising out of or relating to PCB contamination of the Site, excluding claims based on breach of this Settlement Agreement.

6. Covenant Not to Sue. This Settlement Agreement shall also be deemed to be a covenant by Appvion and NCR to the Settling Defendants, and by the Settling Defendants to Appvion and NCR, not to sue for any matter in any way arising out of or relating to PCB contamination of the Site. The Parties agree to indemnify, defend and hold harmless each other Party for any obligation, liability, claim or expense (including attorneys' fees) resulting from the breach of this covenant not to sue.

7. Contribution Bar and Effect. With regard to any claims for costs or damages, or other claims against the Settling Defendants relating to the matters addressed in this Settlement Agreement, the Parties acknowledge that the Settling Defendants and Settling Defendants' Related Parties, as defined in Paragraph 9(d) below, are entitled to contribution protection as provided by CERCLA § 113(f), or as otherwise provided by

law, extinguishing the Settling Defendants' and the Settling Defendants' Related Parties' liability in contribution to all persons, including those not party to this Settlement Agreement, related to the matters addressed in the Cashout Consent Decree and this Settlement Agreement. Further, pursuant to *Akzo Nobel Coatings, Inc. v. Aigner Corp.*, 197 F.3d 302 (7th Cir. 1999), and CERCLA § 113(f)(2), the Parties intend that the settlement payments by the Settling Defendants under this Settlement Agreement will not discharge any of the other potentially liable persons to Appvion, but the payments will reduce the potential liability of the others to Appvion in an amount equal to the Settling Defendants' payments pursuant to this Settlement Agreement.

8. Reservation of Rights. NCR, Appvion and Settling Defendants each expressly reserves all claims, demands or rights of action each has against any person, entity or party, except those specifically released in Paragraphs 4 and 5 above, with respect to any claim in any way arising out of or relating to PCB contamination of the Site including, without limitation, any claims under CERCLA §§ 107, 112 or 113.

9. Indemnification and Certain Representations.

a. NCR and Appvion each independently represent that, to the knowledge of each of them, there are no entities other than the entities listed by name or generically in the first sentence of Paragraph 9(b) that may have claims against the Settling Defendants or the Settling Defendants' Related Parties covered by Paragraph 9(b). NCR and Appvion each independently represent that, to the knowledge of each of them, and having made inquiry to Project Control Companies, Sequana SAS (f/k/a Worms & Cie) has not paid for any response costs or natural resource damages that are the subject of either the *Whiting* Action or the Enforcement Action. NCR and Appvion each independently

represents that it will not encourage, induce or otherwise intentionally cause Sequana or its advisors to pursue any claim against any of the Defendant Released Parties, or otherwise intentionally take any action or actions that lead to such a claim. NCR will use its best efforts to persuade BAT not to settle any claims against Sequana or its advisors in a manner that gives rise to claims by Sequana against any of the Defendant Released Parties in any way arising from or relating to PCB contamination of the Site.

b. NCR agrees to defend the Settling Defendants and the Settling Defendants' Related Parties from any claims, and to hold harmless and indemnify the Settling Defendants and the Settling Defendants' Related Parties from and against any damages that the Settling Defendants and the Settling Defendants' Related Parties are required to pay in a final unappealable judgment or in a settlement approved by NCR as a result of any claims asserted against the Settling Defendants and the Settling Defendants' Related Parties, that both (i) in any way arise out of or relate to any actual or alleged PCB contamination of the Site, and (ii) are asserted by any person or entity that has paid on behalf of NCR or Appvion or their Affiliates, or paid or reimbursed to NCR or Appvion or their Affiliates, expenses for any actual or alleged liability of NCR or Appvion or their Affiliates concerning the Site, including, without limitation, any such claims asserted by any Affiliate, insurer (including a reinsurer), indemnitor, successor or assignee of NCR or Appvion, or by Windward Prospects Ltd. (and including any spinoff of Windward Prospects Ltd., or any entity created by Windward Prospects Ltd., the controlling owner of Windward Prospects Ltd., Chris Gower or Brian Tauscher), Arjo Wiggins Appleton, Ltd., Arjo Wiggins Appleton (Bermuda) Ltd., Arjo Wiggins (Bermuda) Holdings Ltd., B.A.T Industries, p.l.c., BTI 2014 LLC, AT&T Corp., or Alcatel-Lucent USA, Inc., or

their Affiliates, insurers (including reinsurers), indemnitors, successors or assignees. Claims by PRPs, other than NCR, Appvion or the entities listed by name or generically in the first sentence of this Paragraph 9(b), are not eligible for indemnification, defense and hold-harmless benefits under this Paragraph. For the avoidance of doubt, claims that do not satisfy both subparts (i) and (ii) of this Paragraph are not subject to this indemnification and defense obligation. In the event a claim meeting the terms of subparts (i) and (ii) of the first sentence of this Paragraph is asserted against the Settling Defendants or the Settling Defendants' Related Parties, the Settling Defendants shall give prompt notice to NCR by the means specified in Paragraph 12, and shall provide NCR all necessary assistance, information and cooperation, and full and sole authority to handle the claim, including the decision to compromise or litigate. No expenses, losses, fees, judgments or settlements incurred by the Settling Defendants prior to the date of notice under this Paragraph shall be eligible for indemnification under this Paragraph. In defending such claim, NCR shall have the sole right to select counsel for the Settling Defendants at NCR's sole expense and discretion; provided, however, that such selection will not be made without advance notice to and ability to comment by the Settling Defendants. The Settling Defendants may be represented by additional counsel at their sole expense, and such counsel shall be permitted to confer with the counsel selected by NCR. The Settling Defendants shall not encourage, induce or otherwise intentionally cause any person to pursue any claim that would give rise to indemnification under this Paragraph, or otherwise intentionally take any action or actions that lead or may lead to such a claim. Any action inconsistent with the preceding sentence shall constitute a material breach of this Settlement Agreement.

c. For purposes of this Settlement Agreement, "Affiliates" means, with respect to a specified person or entity, another person or entity, at the time a payment at issue was made or a claim eligible for indemnification under this Paragraph is asserted, that Controls or is Controlled by or is under common Control with the person or entity specified. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of a particular action, the direction of the management or policies, or the dismissal or appointment of the management, of a person or entity, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative to Control.

d. For purposes of this Settlement Agreement, "Settling Defendants' Related Parties" or "Related Parties" shall have the meaning specified in Paragraph 4.w. of the Cashout Consent Decree, where the terms are defined as: "(i) Sonoco Products Company, in its capacity as the parent corporation of Settling Defendant U.S. Paper Mills Corp.; (ii) Philip Morris USA Inc. (formerly known as Philip Morris Incorporated), in its capacity as the former parent corporation of Settling Defendant WTM I Company; (iii) the Settling Defendants' successors and assigns, but only to the extent that the alleged liability of such person is based on the alleged liability of a Settling Defendant; (iv) the Settling Defendants' and Related Parties' former or current officers, directors, employees, elected or appointed officials, or shareholders, but only to the extent that the alleged liability of such person is based on acts and/or omissions which occurred in the scope of the person's employment or capacity as an officer, director, employee, elected or appointed official, or shareholder of a Settling Defendant or Related Party; (v) the Settling Defendants' liability insurers, but only to the extent that any such insurer may be

alleged derivatively liable in a direct action under Wis. Stat. § 632.24 based on the conduct of a Settling Defendant; and (vi) as to the Neenah-Menasha Sewerage Commission shall be deemed to include the former, current or future agents, or commission members of the Neenah-Menasha Sewerage Commission and the cities of Neenah and Menasha, the Town of Neenah Sanitary District #2, the Town of Menasha Sanitary District #4, and the Town of Harrison, Waverly Sanitary District, but only to the extent that the alleged liability of such person is based on the person's association with the Neenah-Menasha Sewerage Commission."⁴

10. Joint Motion for Determination of Good Faith Settlement and Proposed Order. The Parties agree to file a Joint Motion for Determination of Good Faith Settlement and proposed Order for Judgment dismissing the claims against each other Party in the *Whiting* Action with prejudice and without costs, with the Order in the form attached as Exhibit A. NCR will defend any appeal of such Order for Judgment entered by the District Court in the *Whiting* Action on behalf of itself, and not on behalf of any other Party. Any Party that wishes to participate in the appeal may do so through its own counsel and at its own expense.

11. Provisions on WTM's Bankruptcy.

a. The Parties acknowledge that WTM is a Chapter 11 debtor and debtor-in-possession and must obtain the approval of the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division (the "Bankruptcy Court") for all compromises of claims. Notwithstanding any other provision herein, WTM's participation in this Settlement Agreement is subject to and contingent upon obtaining Bankruptcy Court approval of WTM's entry into this Settlement Agreement. Subject to

⁴ Enforcement Action, Dkt. 984.

the terms of Paragraph 2 hereof, this Settlement Agreement shall be binding and effective as to WTM only upon (a) a final decision by the Bankruptcy Court approving WTM's participation in this Settlement Agreement (the "Bankruptcy Court Approval Order") and (b) either affirmation on appellate review of such order, if appealed, or the expiration of the appeal period for such order (the "WTM Effective Date"). When the motion described in Paragraph 10 above is filed, WTM shall promptly seek to obtain the entry of the Bankruptcy Court Approval Order pursuant to Bankruptcy Rule 9019.

Notwithstanding any other provision herein, WTM's settlement payment shall be due 15 business days after the WTM Effective Date or entry of the District Court Approval Order, whichever is later. Without limiting any provisions of this Settlement Agreement, upon WTM's payment of its portion of the Settlement Payment specified in Paragraph 1 above, any and all claims filed in WTM's bankruptcy by NCR and/or Appvion shall be deemed withdrawn and disallowed.

b. In the event that WTM does not obtain the approval of the Bankruptcy Court or in the event that any such approval is reversed on appeal, WTM must provide notice within the meaning of Paragraph 12 to all Parties within 5 business days of the final decision of the Bankruptcy Court or appellate decision, and the Settlement Agreement shall be void and of no further effect as between WTM, on the one hand, and NCR and Appvion, on the other hand. WTM, NCR and Appvion may reassert the claims dismissed pursuant to Paragraph 10 herein and no Party will assert any limitation period or time-based defense to such claims based upon the dismissal pursuant to Paragraph 10 or upon the passage of time from the date of this Settlement Agreement until a date 45 days after the decision of the Bankruptcy Court or appellate decision declining to

provide approval as to WTM. As between NCR and Appvion, and all Settling Defendants except WTM, the Settlement Agreement shall remain in full force and effect.

12. Notice. Any notice required by this Settlement Agreement shall be sent by: (a) personal receipted delivery; (b) certified mail, return receipt requested; or (c) a recognized overnight courier to the addresses below or to such other address as any Party subsequently directs in writing:

To Appvion, Inc.:

Tami Van Straten
Senior Vice President, General Counsel and Secretary
Appvion, Inc.
825 East Wisconsin Avenue
PO Box 359
Appleton, WI 54912

Pamela Barker
Lewis Rice, LLC
600 Washington Avenue, Ste. 2500
St. Louis, MO 63101-1311

To NCR Corporation:

Edward Gallagher
Senior Vice President, General Counsel and Secretary
NCR Corporation
7 World Trade Center
250 Greenwich Street
New York, NY 10007
Phone: (212) 589-8472
Email: law.notices@ncr.com

Omid H. Nasab
Cravath, Swaine & Moore LLP
825 Eighth Avenue
New York, NY 10019
Phone: (212) 474-1972
Email: onasab@cravath.com

To City of Appleton:

City Attorney
100 N. Appleton Street
Appleton, WI 54911

To Menasha Corporation:

Mark Fogarty
Vice President, General Counsel and Corporate Secretary
Menasha Corporation
1645 Bergstrom Road
Neenah, WI 54956
Phone: (920) 751-1497
Facsimile: (920) 751-1825
Email: mark.fogarty@menasha.com

Philip C. Hunsucker
Hunsucker Goodstein PC
801 2nd Avenue, Suite 800
Seattle, WA 98104
Phone: (206) 489-5621
Facsimile: (206) 260-4300
Email: phunsucker@hgnlaw.com

To Neenah-Menasha Sewerage Commission:

John E. Thiel, Esq.
5601 Grande Market Dr., Ste. K
PO Box 7560
Appleton, WI 54912-7075

To U.S. Paper Mills Corp.:

Scott Brown
President
U.S. Paper Mills Corp.
824 Ft. Howard Ave.
DePere, WI 54115

To WTM I Company:

J.P. Causey Jr.
Vice President & Secretary
WTM I Company
Box 7
West Point, VA 23181
Phone: (804) 843-2700
Email: jp.causey@canalcorporation.com

Nancy K. Peterson
Quarles & Brady LLP
411 East Wisconsin Avenue, Suite 2400
Milwaukee, WI 53202-4426
Phone: (414) 277-5515
Email: nancy.peterson@quarles.com

13. Non-admission of Liability. This Settlement Agreement shall not be construed as an admission by any Party of any liability or wrongdoing or of any issue of fact or law, and each Party continues to deny and disclaim any liability to the other Parties.

14. Choice of Law and Forum Selection. This Settlement Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin to the extent applicable under CERCLA and federal law. The exclusive jurisdiction for any and all actions in any way arising out of or related to this Settlement Agreement shall be the United States District Court for the Eastern District of Wisconsin, notwithstanding any statutory or common law to the contrary.

15. Entire Agreement. The Parties understand and agree that this Settlement Agreement contains the entire Settlement Agreement between them relating to the resolution of the *Whiting* Action and that this Settlement Agreement supersedes any prior agreement and discussions relating to the *Whiting* Action.

16. Assignment. Neither this Settlement Agreement nor any rights or obligations granted hereunder may be assigned or transferred, in whole or in part, by any Party, without the advance written consent of all Parties to this Settlement Agreement.

17. Effect on Third Parties. The Parties intend this Settlement Agreement to benefit only the Defendant Released Parties and the Plaintiff Released Parties released in Paragraphs 4 and 5 of this Settlement Agreement, and the Settling Defendants and Settling Defendants' Related Parties indemnified in Paragraph 9(b) of this Settlement Agreement. Nothing in this Settlement Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Settlement Agreement.

18. Final and Binding Effect and Voluntary Agreement. In entering into this Settlement Agreement, the Parties state that they have carefully read and fully understand the terms of this Settlement Agreement, that they enter into this Settlement Agreement knowingly, voluntarily, of their own free will, and have had the opportunity to review the Settlement Agreement with an attorney of their choosing. The Parties understand that this Settlement Agreement will have a final and binding effect and that by executing this Settlement Agreement, they may be giving up legal rights. The Parties further state that their willingness to enter into this Settlement Agreement was not induced by, or based upon, any representation by any Party or their agents or employees that is not contained in this Settlement Agreement. This Settlement Agreement is binding on the Parties, those additional entities for whom the Parties are empowered to act in connection with this Settlement Agreement, and their respective successors and assigns.

19. Modification. This Settlement Agreement shall not be deemed or construed to have been modified, amended, rescinded, cancelled or waived, in whole or in part, except by written amendment signed by each Party.

20. No Construction Against Any Party. The wording of this Settlement Agreement was reviewed and approved as to form by counsel for all Parties. If any part of this Settlement Agreement is deemed to be unclear or ambiguous, it shall be construed as if drafted jointly by all Parties.

21. Counterparts. This Settlement Agreement may be executed in counterparts. All counterparts may be evidenced by facsimile or scanned image, and each such facsimile or scanned image shall be deemed an original, shall be binding upon the Parties for all purposes herein, and, together with any other counterpart, shall constitute one in the same instrument.

22. Authority. Each Party represents and warrants that the person executing this Settlement Agreement on its behalf has the full power and authority to enter into this Settlement Agreement and to bind that Party to this Settlement Agreement; provided, however, that WTM's entry into this Settlement Agreement is subject to and contingent upon Bankruptcy Court approval.

23. Effective Date. Subject to Paragraph 2 of this Settlement Agreement, and except as provided for WTM in Paragraph 11 of this Settlement Agreement, this Settlement Agreement will take effect and bind each Party as of the latest of the dates on which it is executed on behalf of each Party (the "Effective Date").

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement,
Release, and Covenant not to Sue as of the last date set forth below.

Appvion, Inc.

By: _____
Print Name: _____
Its: _____
Dated: _____

NCR Corporation

By: _____
Print Name: _____
Its: _____
Dated: _____

City of Appleton

By: _____
Print Name: _____
Its: _____
Dated: _____

Menasha Corporation

By: _____
Print Name: _____
Its: _____
Dated: _____

Neenah-Menasha Sewerage Commission

By: _____
Print Name: _____
Its: _____
Dated: _____

Execution Copy

U.S. Paper Mills Corp.

By: _____

Print Name: _____

Its: _____

Dated: _____

WTM I Company

By: _____

Print Name: _____

Its: _____

Dated: _____

EXHIBIT A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
GREEN BAY DIVISION

APPVION, INC. and NCR CORP.,

Plaintiffs,

Case No. 08-CV-0016

v.

Hon. William C. Griesbach

P.H. GLATFELTER COMPANY, et al.,

Defendants.

ORDER FOR JUDGMENT

This matter comes before the Court on the Joint Motion for Determination of Good Faith Settlement ("Motion") submitted by Plaintiffs Appvion, Inc. and NCR Corporation and Defendants City of Appleton, Menasha Corporation, Neenah-Menasha Sewerage Commission, U.S. Paper Mills Corp. and WTM I Company ("WTM") (collectively, the "Settling Defendants"). This motion is supported by the parties' Memorandum in Support of Joint Motion for Determination of Good Faith Settlement (Docket No. (___)) and the _____ Declaration of _____ (Docket No. ___). Based on the parties' submittals, and all of the files, records, and proceedings in this action, the Court hereby grants this Motion and orders as follows:

1. The Settlement Agreement, dated _____, between Plaintiffs and the Settling Defendants ("Settlement Agreement") attached to the Motion as Exhibit [] was entered into by these settling parties in good faith, and is substantively and procedurally fair, adequate, reasonable, and consistent with applicable law, including the Comprehensive Environmental Response, Compensation, and Liability Act § 101, 42 U.S.C. § 9601 *et seq.* ("CERCLA"), and the Settlement Agreement is hereby approved.

2. All claims asserted by Plaintiffs in this action against the Settling Defendants are hereby dismissed with prejudice and without costs.
3. All counterclaims asserted by the Settling Defendants in this action against Plaintiffs are hereby dismissed with prejudice and without costs.
4. The Settling Defendants are dismissed as parties from this action.
5. Settling Defendants and Settling Defendants' Related Parties are hereby granted protection, by CERCLA and other applicable federal and state law, against any other actions or claims in the nature of contribution, including, but not limited to, claims under CERCLA and other statutory or common law that are, have been, or in the future might be asserted by Plaintiffs, the non-settling defendants or any other person or entity in any way arising out of claims covered by the Settlement Agreement here approved and all such claims under CERCLA and/or any other federal, state, or local law are hereby barred in this action or in any other proceeding. Nothing in this paragraph shall affect or limit (1) the rights of the United States, the State of Wisconsin and the Tribes under the Consent Decree with Cashout Settling Defendants and the State of Wisconsin approved by this Court in *United States, et al. v. NCR Corp., et al.*, or (2) the releases, covenants, and indemnities set forth in the Settlement Agreement.
6. The settlement sum of \$9 million to be paid in aggregate by the Settling Defendants pursuant to the terms of the Settlement Agreement shall be subtracted on a *pro tanto* basis from any liability of the non-settling defendants if the non-settling defendants are subsequently determined to have liability at trial or otherwise.
7. Notwithstanding any other provision herein or in the Settlement Agreement, WTM's participation in the Settlement Agreement is subject to and

contingent upon Bankruptcy Court approval of WTM's entry into the Settlement Agreement.

Therefore, the Settlement Agreement shall be binding and effective as to WTM only upon (a) entry of a final order by the Bankruptcy Court approving WTM's participation in the Settlement Agreement (the "Bankruptcy Court Approval Order") and (b) either affirmation on appellate review of the Bankruptcy Court Approval Order, if appealed, or the expiration of the appeal period for such order (the "WTM Effective Date"). Upon the WTM Effective Date, all provisions of the Settlement Agreement shall be effective as to WTM, and WTM's settlement payment shall be due 15 business days after the WTM Effective Date or 15 business days after the date of this Order, whichever is later.

8. The Court will maintain continuing jurisdiction to enforce the terms of the settlement.

9. There is no just reason for delay, and accordingly, Judgment shall be entered forthwith and without delay in accordance with this Order.

BY THE COURT

The Hon. William C. Griesbach
United States District Judge