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In re	:	
	:	Chapter 11
REMINGTON OUTDOOR COMPANY, INC.,	:	
<i>et al.</i> ,	:	Case No. 20-81688-CRJ11
	:	
Debtors. ¹	:	(Jointly Administered)
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This stipulation and agreement (the “**Stipulation**”) is entered into by and among Eugene I. Davis, solely in his capacity as Plan Administrator for Remington Outdoor Company, Inc. (the “**Plan Administrator**”), and its affiliated debtors and debtors in possession in the above-captioned Chapter 11 cases, and the United States, acting on behalf of the United States Environmental Protection Agency (the “**EPA**”).² The Plan Administrator and EPA are referred to collectively in this Stipulation as the “**Parties**,” and, each, as a “**Party**.” The Parties hereby stipulate and agree as follows:

A. On July 27, 2020, the Debtors each commenced a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) with the United States Bankruptcy

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the *Joint Chapter 11 Plan of the Debtors, the Official Committee of Unsecured Creditors, and Exit Term Loan Lenders* [Docket No. 1370] (the “**Plan**”).

Court for the Northern District of Alabama (the “**Bankruptcy Court**”).

B. On January 22, 2021, EPA filed an unliquidated general unsecured claim against Remington Arms, as Proof of Claim No. 1471 (“**Claim 1471**”) related to environmental liabilities under the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601-75 (“**CERCLA**”), for the Chemetco Superfund Site in Madison County, Illinois (the “**Chemetco Site**” or the “**Site**”).

C. On March 12, 2021, the Bankruptcy Court entered its *Findings of Fact, Conclusions of Law, and Order Modifying and Confirming the Joint Chapter 11 Plan of the Debtors, the Official Committee of Unsecured Creditors, and Exit Term Loan Lenders* [Docket No. 1658] (the “**Confirmation Order**”) confirming the Plan.

D. On March 31, 2021, the Debtors filed a *Notice of (I) Confirmation of Joint Chapter 11 Plan of the Debtors, the Official Committee of Unsecured Creditors, and Exit Term Loan Lenders and (II) Occurrence of the Effective Date* [Docket No. 1764], indicating that the Effective Date of the Plan occurred on March 31, 2021.

E. The Parties have agreed to allow Claim 1471 as a fully liquidated claim in the amount of \$1,275,000.00 on the terms set forth herein.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT HEREBY IS STIPULATED AND AGREED, BY AND AMONG THE PARTIES THAT:

1. This Stipulation shall have no force or effect unless and until executed by the Parties and approved by the Court in accordance with environmental law after public comment (the date of such approval, the “**Effective Date**”).

2. Upon the Effective Date, Claim 1471 shall be Allowed, fully liquidated, and fixed

in the amount of \$1,275,000.00 against Remington Arms (the “**Allowed Claim**”), as an Allowed Class 5 General Unsecured Claim. EPA’s Allowed General Unsecured Claim in the amount of \$1,275,000.00 shall be paid without discrimination as an Allowed Class 5 General Unsecured Claim in accordance with the Plan.

3. The Plan Administrator waives and agrees not to assert or pursue any claims or causes of action against the United States, including any department, agency, or instrumentality of the United States, with respect to the Chemetco Site, including, but not limited to: (i) any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established pursuant to 26 U.S.C. § 9507; (ii) any claim under Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, or Section 7002(a) of the Resource Conservation and Recovery Act, 42 U.S.C. § 6972(a); or (iii) any claims arising out of response activities at the Site. Nothing in this Stipulation 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).

4. Under no circumstances shall any payments made pursuant to this Stipulation be subject to any direct or indirect right of reimbursement from the Hazardous Substance Superfund established pursuant to 26 U.S.C. § 9507.

5. Except as otherwise provided herein, this Stipulation shall bind the Parties, their successors in interest, and assigns, including, without limitation, any bankruptcy trustee.

6. The Plan Administrator is authorized to take all reasonable actions necessary or appropriate to effectuate the provisions of this Stipulation, including, without limitation, instructing the Debtors’ claims and noticing agent, Kroll Restructuring Administration LLC, to reflect the changes to the General Unsecured Claims in the official claims register for the Debtors by setting the Allowed Claim in a fully liquidated amount of \$1,275,000.00.

7. EPA shall deposit any cash distributions it receives on account of the Allowed Claim pursuant to the Plan into a special account established by EPA for the Chemetco Site within the Hazardous Substance Superfund pursuant to CERCLA Section 122(b)(3), 42 U.S.C. § 9622(b)(3), to be retained and used to conduct or finance response actions at or in connection with the Chemetco Site, or to be transferred to the Hazardous Substance Superfund.

8. Only the amount of cash received by EPA on account of the Allowed Claim pursuant to the Plan, and not the total amount of the Allowed Claim for the Chemetco Site, shall be credited by EPA to its account for the Chemetco Site, which credit shall reduce the liability of non-settling potentially responsible parties for the Chemetco Site by the amount of the credit.

9. Distributions to the United States pursuant to this Stipulation shall be made at <https://www.pay.gov> or by FedWire Electronic Funds Transfer in accordance with instructions, including a Consolidated Debt Collection System (“CDCS”) number, to be provided to the Plan Administrator by the Financial Litigation Unit of the United States Attorney’s Office for the Northern District of Alabama. At the time of any distribution pursuant to this Stipulation, the Plan Administrator shall transmit written confirmation of such distribution to the United States at the e-mail addresses specified below, with a reference to Bankruptcy Case Number **20-81688**, the CDCS number, and EPA Site/Spill ID Number B5HB:

EES Case Management Unit
U.S. Department of Justice
Re.: DJ# 90-5-1-1-4516/3
eesdcopy.enrd@usdoj.gov

Thomas Martin
Office of Regional Counsel
U.S. Environmental Protection Agency – Region 5
martin.thomas@epa.gov

EPA Cincinnati Finance Center
cinwd_acctsreceivable@epa.gov

10. Except as set forth herein, nothing contained in this Stipulation is intended to be or shall be construed as a waiver of any claims or causes of action that may exist against any creditor or interest holder. EPA and the Plan Administrator expressly reserve all claims, demands, and causes of action, either judicial or administrative, past, present, or future, in law or equity, which they may have against all other persons, firms, corporations, entities, or predecessors of the Debtors for any matter arising at or relating in any manner to the Site. Further, nothing in this Stipulation diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to enter into any settlement that gives rise to contribution protection for any person not a party to this Stipulation; for the avoidance of doubt, nothing contained in this Stipulation shall be construed, applied, or interpreted to change the terms of the Plan or the Confirmation Order in any respect.

11. This Stipulation shall constitute the entire agreement and understanding of the Parties relating to the matters set forth herein and supersedes all prior agreements and understandings relating to the matters set forth herein.

12. Each of the undersigned who executes this Stipulation by or on behalf of a Party represents and warrants that he or she has been duly authorized and empowered to execute and deliver this Stipulation on behalf of such Party.

13. This Stipulation may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and it shall constitute sufficient proof of this Stipulation to present any copies, electronic copies, or facsimiles signed by the Parties here to be charged.

14. This Stipulation shall not be modified, altered, amended, or vacated without the written consent of all Parties hereto or by order of the Bankruptcy Court.

15. This Stipulation shall be governed by, and construed in accordance with, the laws of the State of Alabama, except to the extent that the Bankruptcy Code or federal law applies, without regard to principles of conflicts of law that would require the application of laws of another jurisdiction.

16. The Parties hereto agree, and by entering this Stipulation the Bankruptcy Court finds, that this Stipulation constitutes a judicially-approved settlement pursuant to which the Plan Administrator has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the “matters addressed” in this Stipulation. The “matters addressed” in this Stipulation are all response actions taken or to be taken, and all response costs incurred or to be incurred, at or in connection with the Chemetco Site by the United States and all response costs incurred or to be incurred, after the Effective Date at or in connection with the Chemetco Site by any potentially responsible parties.

17. This Stipulation shall be subject to approval of the Bankruptcy Court in accordance with environmental law.

18. This Stipulation shall be lodged with the Bankruptcy Court and shall thereafter be subject to a period of public comment following publication of notice of the Stipulation in the *Federal Register*. After the conclusion of the public comment period, the United States will file with the Bankruptcy Court any comments received, as well as the United States’ responses to the comments, and at that time, if appropriate, the United States will request approval of the Stipulation. The United States reserves the right to withdraw or withhold its consent if the

comments regarding the Stipulation disclose facts or considerations which indicate that the Stipulation is not in the public interest.

19. If for any reason (a) the Stipulation is withdrawn by the United States as provided in Paragraph 18, or (b) the Stipulation is not approved by the Bankruptcy Court: (i) this Stipulation shall be null and void, and the parties hereto shall not be bound under the Stipulation 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 Stipulation or under any documents executed in connection herewith; and (iii) this Stipulation and any documents prepared in connection herewith shall have no residual or probative effect or value.

20. The Bankruptcy Court shall retain jurisdiction to resolve any disputes or controversies arising from this Stipulation.

IN WITNESS WHEREOF, this Stipulation has been executed and delivered as of the day and year first below written.

Dated: June 12, 2023

FOR THE UNITED STATES

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FOR THE PLAN ADMINISTRATOR

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- and -

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