IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

In re:	)	**Chapter 11**
EAGLEPICHER HOLDINGS, INC. *et al.*,	)	**Case No. 05-12601** **Jointly Administered**
Post Confirmation Debtors.	)	**Honorable Jeffery P. Hopkins**

CONSENT DECREE AND SETTLEMENT AGREEMENT REGARDING SPECIFIED ENVIRONMENTAL CLAIMS

WHEREAS, on April 11, 2005, EaglePicher Holdings, Inc. ("EP Holdings") and certain of its affiliates, including EaglePicher Incorporated ("EPI"), Eagle-Picher Far East, Inc. ("EP Far East"), EaglePicher Technologies, LLC ("Old EPT"), EaglePicher Pharmaceutical Services, LLC ("EP Pharma"), EaglePicher Filtration & Minerals, Inc. ("EP Filtration"), EaglePicher Automotive, Inc. ("EP Auto"), Daisy Parts, Inc. ("Daisy"), and Carpenter Enterprises Limited ("Carpenter") commenced voluntary bankruptcy cases with the United States Bankruptcy Court for the Southern District of Ohio ("Bankruptcy Court") under Chapter 11 of the United States Bankruptcy Code, Case Nos. 05-12601, 05-12602, 05-12603, 05-12604, 05-12605, 05-12606, 05-12607, 05-12608 and 05-12609, all of which have been jointly administered pursuant to the *Order Directing Joint Administration of Related Cases* dated April 11, 2005 ("Bankruptcy Case");

WHEREAS, on September 22, 2005, the Missouri Department of Natural Resources ("MDNR"), on behalf of the State of Missouri ("State"), filed Proof of Claim No. 507-1 against EP Holdings in Case No. 05-12601 and alleged natural resource damages at or near Old EPT's

approximately 57 acre manufacturing facility in Joplin, Missouri (the "EPT Joplin Property"), and further alleged that EP Holdings and Old EPT were under an obligation to rectify the environmental issues described therein;

WHEREAS, on September 30, 2005, the State filed Proof of Claim No. 750-1 against EP Holdings in Case No. 05-12601 for alleged natural resource damages at or near the EPT Joplin Property, and further alleged that EP Holdings and Old EPT were under an obligation to rectify the environmental issues described therein;

WHEREAS, on October 7, 2005 the United States filed Proof of Claim No. 422-1 ("Claim 422-1") on behalf of the U.S. Environmental Protection Agency ("EPA"), the U.S. Department of the Interior Fish and Wildlife Service ("DOI") and the Forest Service of the United States Department of Agriculture ("USFS") against EP Holdings, EPI, Old EPT, EP Filtration, and EaglePicher Industries, Inc. ("EP Industries") (collectively "Debtors") in Case No. 05-12604, a portion of which asserted a claim by the United States on behalf of DOI for alleged injury to, destruction of, or loss of natural resources at or near the EPT Joplin Property;

WHEREAS, on October 7, 2005, the United States also filed Proof of Claim No. 331-1 ("Claim 331-1") against Debtors in Case No. 05-12602, the substantive provisions of which were identical to Claim 422-1;

WHEREAS, on November 30, 2006, pursuant to an order entered by this Court on November 28, 2006, the United States filed its First Amended Proof of Claim No. 422-2 ("Claim 422-2"), asserting claims with respect to a facility in Socorro, New Mexico. Claim 422-2 does not relate to this Settlement Agreement;

WHEREAS, on April 8, 2011, the United States filed its Second Amended Proof of Claim No. 422-3 ("Claim 422-3") moving for leave to amend the United States' claim on behalf

of DOI against Debtors for natural resource damages resulting from releases of hazardous substances at and from the EPT Joplin Property;

WHEREAS, in Claim 422-3, the United States alleged that pursuant to 42 U.S.C. §§ 9607(a) and (f) and 33 U.S.C. 1321(f) Debtors are liable for natural resources damages for injury to, destruction of, or loss of natural resources resulting from releases of hazardous substances at and from the EPT Joplin Property, including injuries resulting from ongoing releases or threatened releases of hazardous substances including mercury, lead, and zinc from the EPT Joplin Property into an adjoining stream commonly known as "Lone Elm Creek" that drains downstream into a natural waterway commonly known as "Turkey Creek" and ultimately flows into a river commonly known as the "Spring River;"

WHEREAS, the United States has alleged that these natural resource damages include the costs to restore the injured natural resources to their baseline condition, including restoration of portions of Lone Elm Creek and Turkey Creek outside the boundaries of the EPT Joplin Property;

WHEREAS, in Claim 422-3, the United States withdrew and ceased to make any claim for natural resource damages for the Newton County Mine Tailing Superfund Site in Newton County, Missouri ("Newton Site");

WHEREAS, on May 6, 2011, the State filed its Amended Proof of Claim No. 750-2 ("Claim 750-2") in Case No. 05-12601 pursuant to a motion for leave of court to amend their claim against Old EPT for alleged injury to, destruction of, or loss of natural resources at the EPT Joplin Facility;

WHEREAS, in Claim 750-2, and the Exhibits thereto, the State alleged that Debtors are liable for natural resources damages for injury to, destruction of, or loss of natural resources

resulting from releases of hazardous substances at and from the EPT Joplin Property, including injuries resulting from ongoing releases or threatened releases of hazardous substances including mercury, lead, and zinc from the EPT Joplin Property into an adjoining stream commonly known as "Lone Elm Creek" that drains downstream into a natural waterway commonly known as "Turkey Creek" and ultimately flows into a river commonly known as the "Spring River;"

WHEREAS, in Claim 750-2, the State stated that to the extent the amendment does not address the Jasper County site and the Newton County Mine Tailing site, those claims are abandoned;

WHEREAS, the Blue Tee Corporation ("Blue Tee") pursuant to a Consent Decree entered by the Court on March 26, 2009 in the case of United States and State of Missouri v. Blue Tee Corp., et al., Civ. A. No. 08-5114 (W.D. Mo) ("Blue Tee Consent Decree") agreed to, inter alia, remediate the portion of Lone Elm Creek starting approximately 300 yards due north of the EPT Joplin Property and continuing until Lone Elm Creek's confluence with Turkey Creek;

WHEREAS, pursuant to paragraph 16 of the *Agreed Order Approving Global Settlement with EaglePicher Management Company Regarding Funding Obligations To, and the Winding Up and Termination of, the Plan Trust Pursuant to Federal Rule of Bankruptcy Procedure 9019(a)* (the "Global Settlement Order") (Docket No. 3385 in Case No. 05-12601) entered by this Court on February 28, 2011, EP Management Corporation ("EPMC")[1] assumed all responsibility for the resolution of pending claims against EP Holdings and its affiliated companies, including Old EPT and EPI;

[1] Due to an inadvertent error, the Global Settlement Order refers to EaglePicher Management Company as the party that assumed responsibility for the resolution of pending claims. The correct legal name of the entity that is a party to the Global Settlement Order is EP Management Corporation.

WHEREAS, EPMC, on behalf of Debtors, the United States on behalf of DOI, EPA, USFS, and the State wish to settle, compromise and resolve the Missouri Environmental Claims and the Other Environmental Claims (as defined below);

WHEREAS, pursuant to the Debtors' Second Amended Joint Plan of Reorganization in the Bankruptcy Case, Old EPT sold substantially all of its assets to New EaglePicher Technologies, LLC (n/k/a EaglePicher Technologies, LLC) ("New EPT"), an indirectly wholly-owned subsidiary of EPMC;

WHEREAS, EPMC sold 100% of the issued and outstanding membership interests of New EPT to OMG Energy Holdings, Inc. ("New Owner") pursuant to a contract of sale dated December 23, 2009, which includes provisions creating a right of indemnity by New Owner and its affiliates, officers, directors, employees, agents, successors and assigns against EPMC for certain environmental liabilities relating to the EPT Joplin Property (the "Indemnity Clause");

WHEREAS, Claims 331-1 and 422-1 as modified and amended by Claim 422-3 include the following claims by reference to paragraph number in the attachment to Claims 331 and 422, individually referred to by the name set forth below and collectively referred to as the "Other Environmental Claims":

Paragraphs	Claim Name
2 – 5	Eagle Zinc Site
6 – 16	Delta Ohio Waste Disposal Sites
23 – 29	Newton County Mine Tailings Superfund Site, Wentworth Subdistrict
37 – 42	Phoenix Park Millsite Site
49 – 56 (renumbered 53 – 60 due to Claim 422-3)	Creta Copper Operation Site

WHEREAS, in consideration of, and in exchange for, the promises and covenants herein, the Debtors, EPMC, the United States on behalf of DOI, EPA and USFS and the State (the "Parties") hereby agree to the terms and provisions of this Settlement Agreement;

WHEREAS, the settlement amounts herein are in the nature of compromises and these amounts are lower than the United States or State would claim in the absence of this settlement; and

WHEREAS, this Settlement Agreement is fair and reasonable, is in the public interest, and is an appropriate means of resolving this matter:

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

I. DEFINITIONS

1. For purposes of this Settlement Agreement, the "Missouri Affected Waters" consist of the following:

   a. The "Lone Elm Creek Affected Water," consisting of those portions of Lone Elm Creek not located within the boundaries of the EPT Joplin Property and not subject to the Blue Tee Consent Decree;

   b. The "Turkey Creek Affected Water," consisting of the portions of Turkey Creek from that point where Lone Elm Creek empties into and terminates at Turkey Creek and including portions of Turkey Creek that are downstream from that point until terminating at and flowing into the Spring River;

2. "Missouri Environmental Claims" means (A) all claims of the United States on behalf of DOI against any Debtors set forth in (i) paragraphs 43 through 48, inclusive, of the

attachment to Claim 331, (ii) paragraphs 43 through 48, inclusive, of the attachment to Claim 422-1, and (iii) paragraphs 43 through 52, inclusive, of Claim 422-3, (B) all claims of the State of Missouri against Debtors set forth in (i) Claim 507-1, (ii) Claim 750-1 and (iii) Claim 750-2, and (C) any other claims of the United States on behalf of DOI or of the State against Debtors for natural resource damages (including past and future costs of natural resource damage assessment or oversight) pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), Section 311(f)(4) of the Clean Water Act, 33 U.S.C. § 1321(f)(4), and Section 644.096, RSMo., relating to the EPT Joplin Facility, including any claims against Debtors for natural resource damages (including past and future costs of natural resource damage assessment or oversight) related to the EPT Joplin Facility set forth in Claims 331-1, 422-1, 422-3, 507-1, 750-1, and 750-2;

3. "Effective Date" means the date an order is entered by the Bankruptcy Court approving this Settlement Agreement.

4. "CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980 42 U.S.C. § 9601, *et seq*.

5. "CWA" means the Federal Water Pollution Control Act as Amended by the Clean Water Act of 1977, 33 U.S.C. § 1251, *et seq*.

6. The "EPT Joplin Property" or the "Property" means EPT's approximately 57 acre manufacturing facility in Joplin, Missouri.

7. The "EPT Joplin Facility" or the "Facility" means the EPT Joplin Property and all areas where hazardous substances released at or from the EPT Joplin Property have come to be located, including the Missouri Affected Waters.

II. JURISDICTION

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

III. PARTIES BOUND; SUCCESSION AND ASSIGNMENT

9. This Settlement Agreement applies to, is binding upon, and shall inure to the benefit of the Parties hereto, their legal successors and assigns, including any debtors under a confirmed plan of reorganization and any trustee, examiner or receiver appointed in the Bankruptcy Case.

IV. ALLOWED CLAIMS AND PAYMENTS REGARDING MISSOURI ENVIRONMENTAL CLAIMS

10. In settlement and full satisfaction of the Missouri Environmental Claims, United States on behalf of DOI and the State of Missouri on behalf of MDNR (together the "NRD Trustees") shall have allowed claims totaling $1,800,000.00 against Old EPT as follows:

a. An allowed claim of $27,853.39 to the United States on behalf of DOI for its past assessment costs related to the EPT Joplin Facility.

b. A joint indivisible allowed claim of $313,404.81 to the NRD Trustees for restoration, replacement, or acquisition of natural resources related to injuries of natural resources under the joint trusteeship of the NRD Trustees at the EPT Joplin Facility.

c. An allowed claim of $18,916.85 to the State of Missouri for its past assessment costs related to the EPT Joplin Facility.

d. An allowed claim of $1,439,824.95 to the State of Missouri for restoration, replacement, or acquisition of natural resources related to natural resource injuries

at the EPT Joplin Facility. The NRD Trustees agree that the natural resource injuries giving rise to this allowed claim are under their joint trusteeship.

11. The allowed claims of the NRD Trustees set forth in Paragraph 10 above shall be paid at 45.7% for a total cash distribution of $822,600 (the "Missouri Distribution"). For avoidance of doubt, EPMC agrees that the Missouri Distribution will not be subject to a 25% reduction under the Debtors' plan of reorganization or to any other reduction for any reason. EPMC shall pay the Missouri Distribution within 10 days of the Effective Date as follows:

(a) EPMC shall pay a total of $164,600 in cash directly to the NRD Trustees in accordance with Paragraph 18 and 20 below and as follows:

i. $155,955 to the United States on behalf of DOI (of which $12,729 is for reimbursement of the DOI's past assessment costs and $143,226 is for other natural resource damages);

ii. $8,645 to the State of Missouri.

(b) EPMC shall deposit the remaining $658,000 (the "Missouri Escrow Amount") into the Escrow Account (as defined below), reflecting the distribution on account of the allowed claim of $1,439,824.95 to the State of Missouri identified in Paragraph 10.d above. The NRD Trustees agree that the funds received into the Escrow Account shall be used only for restoration, replacement, or acquisition of the equivalent of the injured natural resources at the EPT Joplin Facility and shall be managed jointly, as among the NRD Trustees, pursuant to the Missouri Trustee Council Memorandum of Understanding dated September 24, 2004.

12. Neither EPMC nor Debtors shall be responsible for the amount of any of the Missouri Environmental Claims exceeding the Missouri Distribution.

13. With respect to the allowed unsecured claims set forth in Paragraph 10 above, only the amount of cash actually received by the United States on behalf of DOI and by Missouri on behalf of MDNR, respectively, under this Settlement Agreement for the allowed general unsecured claims, and not the total amount of the allowed claims or of the total Missouri Distribution, shall be credited by each such agency to its account for the EPT Joplin Facility, which credit shall reduce the liability to such agency of non-settling potentially responsible parties by the amount of the credit.

V. The Escrow Account

14. On the Effective Date of this Settlement Agreement, EPMC will establish an interest-bearing escrow account (the "Escrow Account") with US Bank, National Association ("Escrow Agent") pursuant to the terms of the Escrow Agreement attached as Exhibit A into which the Missouri Escrow Amount will be deposited. EPMC will pay all administrative costs related to the creation and, until and including the date that is three years from the Effective Date (the "Escrow Termination Date"), maintenance of the Escrow Account. Distributions from the Escrow Account shall only be permitted according to the terms of this Settlement Agreement. After the Escrow Termination Date, EPMC shall have no rights of any kind whatsoever to the funds remaining in the Escrow Account that have not yet been distributed, including without limitation any interest earned on the principal in the Escrow Account; provided, however, that EPMC shall retain its rights to distribution of funds as to which is has made a Request for Distribution prior to the Escrow Termination Date until a) the funds are distributed, b) DOI and the State disapprove a Request for Distribution and the Debtors and/or EPMC elect not to file a motion with the Court disputing the disapproval, or c) the Court issues a final order resolving a dispute over the Request. In the event of any dispute over the Escrow Account, if it is the

prevailing party, EPMC shall be entitled to recover from the Escrow Account any amounts it has paid to the Escrow Agent pursuant to indemnification obligations.

15. If New Owner asserts against EPMC a claim pursuant to the Indemnity Clause, EPMC may use funds from the Escrow Account to satisfy such claim, but only to the extent that such claim is for costs related to the physical removal of contaminated sediments from:

(a) The Missouri Affected Waters; or

(b) Any portion of Lone Elm Creek where Blue Tee fails to meet its remedial obligations as set forth in the Blue Tee Consent Decree.

If EPMC seeks to use funds from the Escrow Account to satisfy a claim pursuant to the Indemnity Clause from the New Owner, then it shall provide the NRD Trustees with a written Request for Distribution that includes:

a) A copy of all portions of the claim relevant to the Request for Distribution;

b) Reasonable documentation, including without limitation all documentation submitted by New Owner to EPMC in support of the portions of the claim relevant to the Request for Distribution, establishing that the claim satisfies the requirements of the Indemnity Clause; and

c) Reasonable documentation (including, but not limited to, sediment removal work plans, specifications, cost estimates, invoices, payments and/or design documents, to the extent reasonably available to EPMC) establishing that the claim is for costs related to the physical removal of contaminated sediments from the Missouri Affected Waters or from any portion of Lone Elm Creek where Blue Tee fails to meet its remedial obligations as set forth in the Blue Tee Consent Decree.

16. If a claim is asserted against EPMC or Debtors by the NRD Trustees or any other state or federal agency for the physical removal of contaminated sediments, EPMC may use funds from the Escrow Account to satisfy such claims, but such funds may only be used for a claim for costs related to the physical removal of contaminated sediments from:

(a) The Missouri Affected Waters; or

(b) Any portion of Lone Elm Creek where Blue Tee fails to meet its remedial obligations as set forth in the Blue Tee Consent Decree.

EPMC shall notify the NRD Trustees within ninety (90) days after receiving a claim by the NRD Trustees or any other governmental agency for the physical removal of contaminated sediments. If EPMC seeks to use funds from the Escrow Account to satisfy such a claim, then it shall provide the NRD Trustees with a written Request for Distribution that includes:

a) A copy of the claim; and

b) Reasonable documentation (including, but not limited to, sediment removal work plans, specifications, cost estimates, invoices, payments and/or design documents, to the extent reasonably available to EPMC) establishing that the claim is for costs related to the physical removal of contaminated sediments from the Missouri Affected Waters or from any portion of Lone Elm Creek where Blue Tee fails to meet its remedial obligations as set forth in the Blue Tee Consent Decree.

17. The State and DOI shall either approve or disapprove a Request for Distribution within ninety (90) days of receipt from EPMC. If the State and DOI approve a Request for Distribution, they shall notify EPMC and thereafter jointly with EPMC send written consent for the requested distribution to the Escrow Agent. If the State and DOI disapprove a Request for Distribution, they shall provide EPMC a written explanation of the reasons that the Request for

Distribution fails to meet the criteria of Paragraphs 15 and/or 16. If the State and DOI fail to approve or disapprove a Request for Distribution within ninety (90) days of receipt from EPMC, such Request for Distribution shall be deemed accepted and approved and they shall jointly with EPMC send written consent for the requested distribution to the Escrow Agent. If EPMC and/or Debtors dispute the State's and DOI's disapproval, they may within 90 days of receipt of the State's and DOI's written explanation for the disapproval file an appropriate motion with the Court seeking an order resolving the dispute in accordance with the terms of this Settlement Agreement. If EPMC and/or Debtors do not file such a motion within that time period, the Request for Distribution shall be deemed denied and disapproved and EPMC shall notify the Escrow Agent that it withdraws any request for disbursement of funds related to the Request for Distribution.

VI. PAYMENT INSTRUCTIONS REGARDING MISSOURI ENVIRONMENTAL CLAIMS

18. Cash distributions to the United States on behalf of DOI pursuant to this Settlement Agreement shall be made at https://www.pay.gov to the U.S. Department of Justice in accordance with instructions provided to the Debtors/EPMC by the Financial Litigation Unit of the United States Attorney's Office for the Southern District of Ohio and shall reference Bankruptcy Case Numbers 05-12601 (Jointly Administered) and DOJ File Number 90-11-3-747/2. Funds received by the United States on behalf of DOI shall be deposited into the DOI Natural Resource Damage Assessment and Restoration Fund, Account No. 14X5198 and shall identify for each payment the site reference, site location, and the paying party.

19. A separate, site-specific numbered account for the EPT Joplin Facility has been or will be established within DOI's Natural Resource Damage Assessment and Restoration Fund ("Restoration Account"). The funds received for the EPT Joplin Facility pursuant to this

Agreement shall be assigned to this Restoration Account to allow the funds to be maintained as segregated accounts within the DOI Natural Resource Damage Assessment and Restoration Fund. The NRD Trustees shall use the funds in the Restoration Account (except those received on account of the United States' Allowed Claim for past assessment costs set forth in Paragraph 11(a)i above), including all interest earned on such funds, for restoration activities at or in connection with the EPT Joplin Facility as directed by the Missouri Trustee Council.

20. Cash distributions to the State of Missouri pursuant to this Settlement Agreement shall be made by wire transfer using the following information:

Trustee: State of Missouri
Payee: Missouri Department of Natural Resources
Routing & Transit Number: 086507174
Account Number: 7800090
Bank Name: Office of MO State Treasurer (Processing through Central Bank)
Bank Address: P O Box 210
City/State/Zip: Jefferson City, MO 65102

The NRD Trustees shall use the funds distributed on account of Missouri's allowed claim set forth in Paragraph 10.d, including all interest earned on such funds, for restoration activities at or in connection with the EPT Joplin Facility as directed by the Missouri Trustee Council.

21. EPMC shall transmit written confirmation of such distributions to the NRD Trustees at the addresses listed in Paragraph 46 below (Notices).

VII. ALLOWED CLAIMS AND PAYMENTS REGARDING OTHER ENVIRONMENTAL CLAIMS

22. In settlement and full satisfaction of the Other Environmental Claims, EPMC shall pay to the United States on behalf of EPA, DOI and USFS the amount of One Hundred Thousand Dollars ($100,000) (the "Additional Payment"), payable in cash within 10 days of the Effective Date. The Additional Payment amount shall be split pro-rata among the agencies on behalf of which the Other Environmental Claims were made and shall be paid as set forth in

Paragraphs 23 – 25 below. For avoidance of doubt, such amount shall not be subject to any discount or reduction. Neither EPMC nor Debtors shall be responsible for the amount of any of the Other Environmental Claims exceeding the Additional Payment.

23. Payment to DOI for Other Environmental Claims brought on its behalf shall be in the following amounts: Newton County Mine Tailings Site, Forty-five Thousand, Seven Hundred and Fifty Dollars and Eighty-Two Cents ($45,750.82); Creta Copper Operation Site, Fifteen Thousand, Two Hundred and Fifty Dollars and Forty Cents ($15,250.40). Payment to DOI shall be made in the manner set forth in paragraph 18 above and shall identify for each payment the site reference, site location and the paying Party.

24. Payment to USFS for the Phoenix Park Millsite in Creede, Colorado shall be in the amount of One-Thousand Dollars ($1,000). Payment of the amount due to USFS shall be paid by certified or cashier's check made payable to "USDA Forest Service" and referencing the Eagle Picher Bankruptcy and Phoenix Park Mill Site. Payment to the Forest Service shall be sent to: Albuquerque Service Center, B&F TSA & Collections, Attn: Judie Wilson, SF2 101B Sun Avenue, NE, Albuquerque, NM 87109.

25. Payment to EPA for the Other Environmental Claims brought on its behalf shall be paid in the following amounts: Eagle Zinc Site, Hillsboro, Illinois, Nineteen Thousand, Eight Hundred and Eighty Dollars and Twenty-Six Cents ($19,880.26); Delta Ohio Sites, Six Thousand, One Hundred and Twenty-Two Dollars and Twenty-Six Cents ($6,122.26), Newton County Mine Tailings Superfund Site, Wentworth Subdistrict Newton County, Missouri, Eleven Thousand, Nine Hundred and Ninety-Six Dollars and Twenty-Six Cents ($11,996.26). Payments to the United States on behalf of EPA pursuant to this Settlement Agreement shall be made at https://www.pay.gov to the U.S. Department of Justice in accordance with instructions provided

to the Debtors/EPMC by the Financial Litigation Unit of the United States Attorney's Office for the Southern District of Ohio and shall reference Bankruptcy Case Numbers 05-12601 (Jointly Administered), DOJ File Number 90-11-3-747/2, and Site Spill Identification Numbers (Eagle Zinc Special Account, Site ID Number B5Y7; Eagle-Picher Superfund Site Special Account (Delta Ohio Sites), Site ID Number B521; and Newtown County Mine Tailings Superfund Site Special Account, Site ID Number 07RZ). Payment received by the United States on behalf of EPA shall be deposited in Site specific special accounts within the EPA Hazardous Substance Superfund, with respect to each of the EPA sites, to be retained and used to conduct or finance response actions at or in connection with such site or to be transferred by EPA to the EPA Hazardous Substances Superfund.

VIII. COVENANTS NOT TO SUE

26. Covenant Not to Sue by the United States on behalf of DOI. Except as provided in Section IX (Reservation of Rights), from and after the Effective Date the United States on behalf of DOI covenants not to take any administrative action, sue or assert any civil claims or civil causes of action against any Debtor or EPMC for the Missouri Environmental Claims and for the Other Environmental Claims with regard to the Newton County Mine Tailings Superfund Site, Wentworth Subdistrict and/or the Creta Copper Operations Site.

27. Covenant Not to Sue by the United States on behalf of EPA. Except as provided in Section IX (Reservation of Rights), from and after the Effective Date the United States on behalf of EPA covenants not to take any administrative action, sue or assert any civil claims or civil causes of action against any Debtor or EPMC for the Other Environmental Claims with regard to the Newton County Mine Tailings Superfund Site, Wentworth Subdistrict; the Eagle Zinc Site; and/or the Delta Ohio Waste Disposal Sites.

28. Covenant Not to Sue by the United States on behalf of USFS. Except as provided in Section IX (Reservation of Rights), from and after the Effective Date the United States on behalf of USFS covenants not to take any administrative action, sue or assert any civil claims or civil causes of action against any Debtor or EPMC for the Other Environmental Claims with regard to the Phoenix Park Millsite, Creede, Colorado.

29. State's Covenant Not to Sue. Except as provided in Section IX (Reservation of Rights), from and after the Effective Date the State covenants not to take any administrative action, sue or assert any civil claims or civil causes of action against any Debtor or EPMC for the Missouri Environmental Claims.

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

31. Without in any way limiting the covenants not to sue, and the reservations thereto, set forth herein, and notwithstanding any other provision of this Settlement Agreement, such covenants not to sue for the Environmental Claims shall also apply to Debtors' or EPMC's successors, assigns, officers, directors, employees, and trustees, but only to the extent that the alleged liability of the successor, assign, officer, director, employee, or trustee of Debtors or EPMC arises solely from its status and in its capacity as a successor, assign, officer, director, employee, or trustee of the Debtors or EPMC. For the avoidance of doubt, the New Owner is not a successor or assign of EPMC or any of the Debtors for purposes of this Settlement Agreement.

32. The covenants not to sue contained in Paragraphs 26, 27, 28 and 29 of this Settlement Agreement extend only to Debtors and EPMC and the persons described in Paragraph 31 above and do not extend to any other person. Nothing in this Agreement is intended as a

covenant not to sue or a release from liability for any person or entity other than Debtors, EPMC, the United States, the State, and the persons described in Paragraph 31 above. DOI, EPA, USFS, the State, EPMC, and Debtors expressly reserve all claims, demands, and causes of action either judicial or administrative, past, present or future, in law or equity, which DOI, EPA, USFS, the State, EPMC, or Debtors may have against all other persons, firms, corporations, entities, or predecessors of EPMC or Debtors for any matter arising at or relating in any manner to the EPT Joplin Facility and/or claims addressed herein.

33. The United States withdraws any claims in paragraphs 30 through 36, inclusive, of the attachment to Claims 331-1 and 422-1 to the extent that they constitute "claims" under 11 U.S.C. §101(5). For the avoidance of doubt, the United States contends that compliance and work obligations arising under Orders of Courts, Administrative Orders, and other environmental regulatory requirements imposed by law, including but not limited to work obligations pursuant to RCRA, 42 U.S.C. §§ 6901 et seq., are not claims as that term is defined in Section 101(5) of the Code, 11 U.S.C. § 101(5).

34. Notwithstanding the use of "United States" without qualification in various places in Claims 331-1, 422-1 and/or 422-3 (or any attachment thereto) (the "U.S. Proofs of Claim"), the United States acknowledges and agrees that each claim contained in the U.S. Proofs of Claim was brought only on behalf of the applicable agency or agencies giving the covenant not to sue for such claim in paragraphs 26, 27, and 28 above.

35. Debtors' and EPMC's Covenants Not to Sue Regarding the Missouri Environmental Claims. Debtors and EPMC covenant not to sue and agree not to assert any claims or causes of action against the United States or the State with respect to the Missouri Environmental Claims, including but not limited to: any direct or indirect claim for

reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 107, 111, 112, 113, 42 U.S.C. §§ 9606(b), 9607, 9611, 9612, 9613, or any other provision of law; any claims against the United States or the State of Missouri, including any of their departments, agencies or instrumentalities, under Section 107 or 113 of CERCLA, 42 U.S.C. §§ 9607, 9613; and any claims arising out of the restoration activities at or in connection with the EPT Joplin Facility. Nothing in this Settlement Agreement shall be construed 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).

36. Debtors' and EPMC's Covenants Not to Sue Regarding Other Environmental Claims. Debtors and EPMC covenant not to sue and agree not to assert any claims or causes of action against the United States with respect to Other Environmental Claims including but not limited to: any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 107, 111, 112, 113, 42 U.S.C. §§ 9606(b), 9607, 9611, 9612, 9613, or any other provision of law; any claims against the United States, including any of its departments, agencies or instrumentalities, under Section 107 or 113 of CERCLA, 42 U.S.C. §§ 9607, 9613; any claims arising out of the restoration activities at or in connection with the Sites which are the subject of the Other Environmental Claims; and any claims arising out of the remedial activities at or in connection with the Sites which are the subject of the Other Environmental Claims. Nothing in this Settlement Agreement shall be construed 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).

IX. RESERVATION OF RIGHTS

37. The covenants not to sue set forth in Section VIII do not pertain to any matters other than those expressly specified therein. DOI, EPA, USFS and the State reserve, and this Settlement Agreement is without prejudice to, all rights against the Debtors, EPMC, the persons identified in Paragraph 31, or other persons with respect to all other matters, including but not limited to: (i) any action to enforce the terms of this Settlement Agreement; (ii) liability for response costs and natural resource damages (including natural resource damage assessment costs) under CERCLA Section 107 for Debtors' or EPMC's future acts creating liability under CERCLA that occur after the date this Settlement Agreement is lodged with the Court pursuant to Paragraph 43 herein (the "Date of Lodging"). Debtors' or EPMC's future acts creating liability under CERCLA do not include ongoing or continuing releases of hazardous substances, hazardous waste, or hazardous constituents, including all areas affected by migration of such hazardous substances, hazardous waste, or hazardous constituents, after the Date of Lodging.

38. This Settlement Agreement does not resolve any criminal liability. DOI, EPA, USFS, the State, EPMC and Debtors reserve all rights with respect to criminal liability.

39. Debtors and EPMC reserve, and this Settlement Agreement is without prejudice to, all rights against the United States and the State with respect to any action to enforce the terms of this Settlement Agreement.

40. Nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Settlement Agreement.

X. CONTRIBUTION PROTECTION

41. The Parties hereto agree that, as of the Effective Date, Debtors and EPMC are entitled to protection from contribution actions or claims as provided by Section 113(f)(2) of

CERCLA, 42 U.S.C. § 9613(f)(2), or as otherwise provided by law, including any similar state law, for matters addressed in this Settlement Agreement.

XI. PUBLIC COMMENT

42. This Settlement Agreement will be subject to a thirty (30) day public comment period following notice published in the Federal Register, which may take place concurrent with the judicial approval process under Paragraph 43. The United States reserves the right to withdraw or withhold its consent if the public comments regarding the Settlement Agreement disclose facts or considerations that indicate that this Settlement Agreement is inappropriate, improper, or inadequate. At the conclusion of the public comment period and prior to court approval, the United States will provide the Bankruptcy Court with copies of any public comments and its response thereto. If the United States withdraws or withholds its consent, this Settlement Agreement shall be null and void and of no further effect.

XII. JUDICIAL APPROVAL

43. The settlement reflected in this Settlement Agreement shall be subject to approval by the Bankruptcy Court pursuant to Bankruptcy Rule 9019. Subject to the provisions of Section XI (Public Comment), EPMC, Debtors and the NRD Trustees shall move promptly for court approval of this Settlement Agreement and shall exercise commercially reasonable efforts to obtain such approval.

XIII. RETENTION OF JURISDICTION

44. The Bankruptcy Court for the Southern District of Ohio shall retain jurisdiction over both the subject matter of this Settlement Agreement and the Parties for the duration of the performance of the terms and provisions of this Settlement Agreement for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction and

relief as may be necessary or appropriate for the construction or interpretation of this Settlement Agreement, or to effectuate or enforce compliance with its terms. The Court shall also retain jurisdiction over any disputes regarding Requests for Distribution from the Escrow Account.

XIV. EFFECTIVE DATE

45. This Settlement Agreement shall be effective upon approval by the Court in accordance with Paragraph 43 above.

XV. NOTICES

46. All notices and submittals required pursuant to this Settlement Agreement, unless otherwise specified herein, shall be transmitted to:

TO THE UNITED STATES:

Chief, Environmental Enforcement Section
United States Department of Justice
Environmental Enforcement Section
601 D Street, NW (for overnight mail)
Washington, D.C. 20044-7611

P.O. Box 7611 (for postal service)
Washington, D.C. 20004

Mary Lynn Taylor, Attorney Advisor
U.S. Department of the Interior
Office of the Solicitor
Pittsburgh Field Office
Three Parkway Center, Suite 385
Pittsburgh, PA 15220

David E. Mosby
Environmental Contaminants Specialist
U.S. Fish and Wildlife Service
101 Park DeVille, Suite A
Columbia, MO 65203

Melissa Gibbons
Ariel Rios Building
United States Environmental Protection Agency

1200 Pennsylvania Ave., N.W.
Washington, D.C. 20004

Kirk Minkler
US Department of Agriculture
Office of General Counsel
740 Simms Street, Rm 309
Golden, CO 80401-4720

TO THE STATE:

Superfund Section Chief
Missouri Department of Natural Resources
Hazardous Waste Program
PO Box 176
Jefferson City, Missouri 65102-0176

TO EPMC and the Debtors:

EP Management Corporation
Attn: President
5850 Mercury Drive, Suite 250
Dearborn, MI 48126

Any Party may, by written notice to the other Parties, change or augment its designated notice recipient or notice address provided above. Notices submitted pursuant to this Section shall be deemed submitted upon mailing.

XVI. SIGNATORIES/SERVICE

47. The signatories for the Parties each certify that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to execute and bind legally such Party to this document.

RESPECTFULLY SUBMITTED:

THE UNDERSIGNED PARTIES ENTER INTO THIS CONSENT DECREE AND SETTLEMENT AGREEMENT REGARDING SPECIFIED ENVIRONMENTAL CLAIMS:

FOR THE UNITED STATES

Date: 6/20/12

Ignacia S. Moreno
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

Date: 6/22/12

Alan S. Tenenbaum
Eric D. Albert
Elise Feldman
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Date: 6/5/12

Cynthia Giles
Assistant Administrator for Enforcement and Compliance
U.S. Environmental Protection Agency

[FOR THE STATE OF MISSOURI]

8/7/12
Date

Sara Parker Pauley
Director
Department of Natural Resources

FOR EP MANAGEMENT CORPORATION

By: _____

Name: Dave Veselica

Title: CEO

Exhibit A

ESCROW AGREEMENT

Pursuant to this Escrow Agreement, dated _____, EP Management Corporation, a Delaware corporation ("EPMC"), the Missouri Department of Natural Resources ("MDNR"), and the U.S. Department of the Interior Fish and Wildlife Service ("DOI") (the MDNR and the DOI being referred to herein collectively as the "Trustees," and together with EPMC, sometimes referred to individually as a "Depositor" or collectively as the "Depositors") hereby establish Escrow Account No. _____ (the "Account") with U.S. Bank Trust National Association, a national banking association (the "Agent"), to be maintained and administered in accordance with the following terms and conditions:

The funds and/or property described on Schedule I attached hereto and incorporated herein (the "Assets") will be deposited in the Account upon delivery thereof to the Agent at its office in Cincinnati, Ohio in the manner and at the time(s) specified in the said Schedule I. The Agent is hereby authorized and directed by each of the Depositors, and Agent agrees as their escrow agent, to hold, deal with and dispose of the Assets as provided in the instructions set forth in Schedule II attached hereto and incorporated herein; subject, however, to the terms and conditions set forth below, which in all events, shall govern and control over any contrary or inconsistent provisions contained in Schedules I or II attached hereto.

1. **Agent's Duties.** Agent's duties and responsibilities shall be limited to those expressly set forth in this Escrow Agreement, and Agent shall not be subject to, or obliged to recognize, any other agreement between any or all of the Depositors or any other persons even though reference thereto may be made herein; provided, however, this Agreement may be amended at any time or times by an instrument in writing signed by all the parties hereto. Agent shall not be subject to or obligated to recognize any notice, direction or instruction of any or all of the parties hereto or of any other person, except as expressly provided for and authorized in Schedule II and in performing any duties under this Escrow Agreement ("Agreement"), the Agent shall not be liable to any Depositor for consequential damages, (including, without limitation lost profits) losses, or expenses, except for gross negligence or willful misconduct on the part of the Agent.

2. **Court Orders or Process.** If any controversy arises between the parties to this Agreement, or with any other person, concerning the subject matter of this Agreement, its terms or conditions, the Agent will not be required to determine the controversy or to take any action regarding it. The Agent may hold all documents and funds and may wait for settlement of any such controversy by final appropriate legal proceedings. In such event, Agent will not be liable for damages, except for gross negligence or willful misconduct on the part of the Agent. Agent is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to the Account, the Assets or this Agreement, without determination by the Agent of such court's jurisdiction in

matter. If any Assets are at any time attached, garnished, or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then in any such events Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel of its own choosing is binding upon it; and if Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the Depositors or to any other person, firm or corporation by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated

3. **Agent's Actions and Reliance.** Agent shall not be personally liable for any act taken or omitted by it hereunder if taken or omitted by it in good faith and in the exercise of its own best judgment, except for gross negligence or willful misconduct on the part of the Agent. Agent shall also be fully protected in relying upon any written notice, instruction, direction, certificate or document which in good faith it believes to be genuine.

4. **Investments.** All monies held in the Account shall be invested by Agent in its name or its nominee's name, in such instruments or securities and at the written direction of (A) all Depositors prior to the expiration of the Initial Term (as defined in Schedule II) or as long as any Claims (as defined in Schedule I) are pending, but only with respect to the amount of such pending Claims, and (B) the Trustees after the expiration of the Initial Term with respect to any funds in excess of the amount of all pending Claims. Agent is authorized to sell securities (including shares or units in any money market mutual funds) to make any payments from the Account as provided hereunder. Agent shall not be responsible for the selection, quality or maturity of such investments, or for the timely reinvestment of interest or maturity proceeds thereof except as provided in the immediately following paragraph.

In the absence of duly authorized and complete directions regarding investment of cash held in the Account Agent shall automatically invest and reinvest the same in units of the money market funds identified on Schedule III attached hereto and incorporated herein, or, if not available, in mutual funds invested in United States Treasury bills having a remaining maturity of 90 days or less and repurchase obligations secured by such United States Treasury Bills, which funds may be managed by an affiliate of the Agent.

Monies credited to any account or fund maintained hereunder which are uninvested pending disbursement or receipt of proper investment directions or as directed herein, may be deposited to and held in a non-interest bearing demand deposit account established with the Commercial Banking Department of the

Agent or with any bank affiliated with the Agent, without the pledge of securities to or other collateralization of such deposit accounts.

The Depositors acknowledge and agree that the Agent is authorized to invest from or through its trust department or U.S. Bank National Association or any other bank affiliated with Agent through common control by U.S. Bancorp.

5. **Directions to Agent.** Directions to Agent from Depositors, or from other persons authorized to give such notices or directions as expressly set forth in Schedule II, shall be in writing and signed by an authorized representative as identified pursuant to Schedule II, and shall not be deemed to be given until actually received by Agent's employee or officer who administers the Account. Agent shall not be responsible or liable for the authenticity or accuracy of notices or directions properly given hereunder if the written form and execution thereof on its face purports to satisfy the requirements applicable thereto as set forth in Schedule II, as determined by Agent in good faith without additional confirmation or investigation.

6. **Books and Records.** Agent shall maintain books and records regarding its administration of the Account, and the deposit, investment, collections and disbursement or transfer of Assets, shall retain copies of all written notices and directions sent or received by it in the performance of its duties hereunder, and shall afford each Depositor reasonable access, during regular business hours, to review and make photocopies (at such Depositor's cost) of the same.

7. **Disputes Among Depositors and/or Third Parties.** In the event Agent is notified of any dispute, disagreement or legal action between or among any of the Depositors, and/or any third parties, relating to or arising in connection with the Account, the Assets or the performance of the Agent's duties under this Agreement, the Agent shall be authorized and entitled, subject to Section 2 hereof, to suspend further performance hereunder, to retain and hold the Assets then in the Account and take no further action with respect thereto until the matter has been fully resolved, as evidenced by written notification signed by all Depositors and any other parties to such dispute, disagreement or legal action or a Final Order (as defined in Schedule II).

8. **Notices.** All communications hereunder shall be in writing and shall be may be sent or served:

(a) by facsimile, in which case such notice is effective upon confirmed transmittal if before 4:00 pm local time at the recipient on a Business Day, otherwise on the next Business Day;

(b) by overnight courier, in which case such notice is effective upon delivery if before 4:00 pm local time at the recipient on a Business Day, otherwise on the next Business Day; or

(c) by the United States Postal Service, postage paid, in which case such notice is effective on the third Business Day following the date of mailing;

in each case to the appropriate notice address or facsimile number set forth below or at such other address as any party hereto may have furnished to the other parties in accordance with this section. For all purposes hereof any notice so given shall be as effectual as though served upon the person to whom it was given whether or not such person actually receives such notice. As used herein, the term "Business Day" means any day other than Saturday, Sunday or any U.S. federal holiday.

9. **Legal Counsel.** If Agent believes it to be reasonably necessary to consult with counsel concerning any of its duties in connection with the account or this Agreement, or in case Agent becomes involved in litigation on account of being escrow agent hereunder or on account of having received property subject hereto, then in either case, its costs, expenses, and reasonable attorney's fees shall be paid during the Initial Term, by EPMC, and after the Initial Term, by the Trustees.

10. **Agent Compensation.** During the Initial Term EPMC agrees, and after the Initial Term the MDNR agrees, to pay Agent a fee for its services as set forth on Schedule IV attached hereto and incorporated herein, and reimburse Agent for its reasonable costs and expenses incurred in connection with this Agreement. If Agent's fees, or reasonable costs or expenses, provided for herein, are not promptly paid, Agent shall have the right to sell such portion of the Assets held in the Account as necessary and reimburse itself therefor from the proceeds of such sale or from the cash held in the Account. If Agent renders any service not provided for in this Agreement, or if the Parties request a substantial modification of its terms, or if any controversy arises, or if Agent is made a Party to, or intervenes in, any litigation pertaining to this escrow or its subject matter,
Agent shall be reasonably compensated for such extraordinary services and reimbursed for all costs, attorney's fees, and expenses occasioned by such default, delay, controversy or litigation and Agent shall have the right to retain all documents and/or other things of value at any time held by Agent in this escrow until such compensation, fees, costs, and expenses are paid. During the Initial Term EPMC agrees, and after the Initial Term the MDNR agrees, to pay these sums upon demand. EPMC and its successors and assigns agree to indemnify and hold Agent harmless against any and all losses, claims, damages, liabilities, and expenses, including reasonable costs of investigation, counsel fees, and disbursements that may be imposed on Agent or incurred by Agent, including but not limited to any litigation (collectively, "Losses"), (x) in connection with the performance of its duties under this Agreement during the Initial Term, and/or (y) Losses arising out of or related to Claims (even if arising after the Initial Term), in either case except to the extent caused by any material breach of this Agreement by Agent or gross negligence or willful misconduct by Agent. Agent

shall have a first lien on the property and papers held under this Agreement for such compensation and expenses.

11. **Agent Resignation.** It is understood that Agent reserves the right to resign at any time by giving written notice of its resignation, specifying the effective date thereof, to the Depositors. Within 30 days after receiving the aforesaid notice, the Depositors agree to appoint a successor escrow agent to which Agent may transfer the Assets then held in the Account, less its unpaid fees, costs and expenses. If a successor escrow agent has not been appointed and has not accepted such appointment by the end of the 30-day period, Agent may apply to a court of competent jurisdiction for the appointment of a successor escrow agent, and the costs, expenses and reasonable attorney's fees which Agent incurs in connection with such a proceeding shall be paid by the Depositors.

12. **Governing Law.** This Agreement shall be construed, enforced, and administered in accordance with the laws of the State of Ohio. Each party hereto consents to the jurisdiction of the Bankruptcy Court, or if such court refuses to hear a dispute over this Agreement, federal courts for the Southern District of Ohio.

The undersigned Agent hereby agrees to hold, deal with and dispose of the Assets at any time deposited to the Account in accordance with the foregoing Agreement.

13. **Tax Reporting.** All interest or other income earned under this Agreement shall be allocated to MDNR and reported, as and to the extent required by law, by the Escrow Agent to the IRS, or any other taxing authority, on IRS Form 1099 or 1042S (or other appropriate form) as income earned from the Account by MDNR whether or not said income has been distributed during such year. The Agent shall withhold any taxes it deems appropriate in the absence of proper tax documentation or as required by law, and shall remit such taxes to the appropriate authorities.

14. **Automatic Succession** Any company into which the Agent may be merged or with which it may be consolidated, or any company to whom Agent may transfer a substantial amount of its Escrow business, shall be the Successor to the Agent without the execution or filing of any paper or any further act on the part of any of the Parties, anything herein to the contrary notwithstanding. Except as provided in the preceding sentence or Section 11 above, neither this Agreement nor any right or interest hereunder may be assigned in whole or in part by the Agent or any Depositor without the prior consent of the Agent and, during the Initial Term and any Extended Term, all Depositors or, after the Initial Term and any Extended Term, the Trustees.

15. **Miscellaneous.** The provisions of this Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by the Agent and, during the Initial Term and the Extended Term, all Depositors, or,

after the Initial Term and any Extended Term, the Trustees. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All signatures of the parties to this Agreement may be transmitted by facsimile or pdf, and such facsimile or pdf will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party. Nothing in this Agreement, whether express or implied, shall be construed to give to any person or entity other than the Agent and the Depositors any legal or equitable right, remedy, interest or claim under or in respect of this Agreement or any funds escrowed hereunder.

16. **Patriot Act**. To help the government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust, or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

17. **Security Advice Waiver**. The Depositors acknowledge that regulations of the Comptroller of the Currency grant the Depositors the right to receive brokerage confirmations of security transactions as they occur. The Depositors specifically waive such notification to the extent permitted by law and acknowledges that they will receive periodic cash transaction statements, which will detail all investment transactions.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement by their duly authorized representatives.

DEPOSITORS

Name, Address and Facsimile	Signature and Title
EP Management Corporation 5850 Mercury Drive, Suite 250 Dearborn, MI 48126 Attention: President Fax No.: (313) 749-5501	By:_____ Name:_____ Title: _____
	By:_____ Name:_____

	Title: _____
	By:_____ Name:_____ Title: _____

U.S. Bank Trust National Association, as Agent

By:_____

_____

SCHEDULE I

ESCROW DEPOSIT

Within five (5) Business Days of approval of the Consent Decree and Settlement Agreement Regarding Specified Environmental Claims (the "Settlement Agreement") between EPMC and the Trustees by the United States Bankruptcy Court for the Southern District of Ohio, Western Division (the “Bankruptcy Court”) in the Chapter 11 bankruptcy case In re EaglePicher Holdings, et al., case number 05-1260, and such approval becoming a final order not subject to further appeal, EPMC will deposit with the Agent the sum of Six Hundred and Fifty-Eight Thousand Dollars ($658,000).

SCHEDULE II

INSTRUCTIONS OF DEPOSITORS

(a) Agent shall disburse amounts from the Account according to written instructions from each of EPMC and the Trustees ("Joint Written Instructions") or as provided in sections (b) or (c) below.

(b) From time to time on or before 5:00 pm Eastern Time on _____, 20__ [insert date three years from the Effective Date of the Settlement Agreement] (the "Initial Term"), EPMC may give notice to the Agent, with a copy to the Trustees, specifying the nature and dollar amount of any claim (a "Claim") it may have against the Account, and, upon receipt of such notice, the Agent shall reserve within the Account an amount equal to the amount of such Claim. Following receipt of a Claim, the Agent shall not make payment with respect to or otherwise distribute all or any portion of any amount that has been reserved within the Account with respect to such Claim unless and until the Agent has received (i) Joint Written Instructions directing the Agent to disburse or release from the Account all or any portion of the amount reserved with respect to such Claim, or (ii) a final order of a court of competent jurisdiction not subject to further appeal directing the Agent to disburse or release from the Account all or any portion of the amount reserved with respect to such Claim (a "Final Order"). Any Final Order shall be accompanied by a legal opinion by counsel for the presenting party, with a copy to the other Parties, satisfactory to the Agent to the effect that the order is final and non-appealable. The Agent shall act on such Final Order and legal opinion without further question.

(c) Following the expiration of the Initial Term, the Agent shall disburse the Account, or portions thereof, less the amount reserved for any pending unresolved Claims, according to written instructions of the Trustees. To the extent that, following the expiration of the Initial Term, any amount has been reserved and withheld from the distribution from the Account on account of any pending unresolved Claim in accordance with the preceding sentence, the Agent shall not make payment with respect to or otherwise distribute all or any portion of any amount that has been so reserved with respect to such Claims unless and until the Agent has received (i) Joint Written Instructions or (ii) a Final Order. The period ending when all Claims have been resolved by either Joint Instructions or a Final Order is referred to herein as the "Extended Term".

SCHEDULE III

U.S. Bank Money Market Funds

SCHEDULE IV

AGENT FEES