

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (“Agreement”) dated this __1st__ day of September 2021, by and between the Town of Peshtigo, a Wisconsin municipality (“Town”) and Tyco Fire Products LP, a foreign limited partnership authorized to do business in Wisconsin (“Tyco”), and collectively, the Town and Tyco are referred to herein as the “Parties.”

Recitals

A. WHEREAS, Tyco is and has been investigating the presence of per- and polyfluoroalkyl substances (“PFAS”) compounds in groundwater near Tyco’s facility in Marinette, Wisconsin. Tyco has been working with the Wisconsin Department of Natural Resources (“DNR”), the City of Marinette (“City”), the Town and various regulatory agencies in connection with this investigation;

B. WHEREAS, Tyco has conducted sampling of private drinking water wells in a portion of the Town (the “Sampling Area”) and has completed an evaluation of different options to provide for an alternative long-term sustainable supply of drinking water for the community in the Sampling Area;

C. WHEREAS, Tyco has proposed that Town residents in the Sampling Area be provided with an alternative supply of drinking water. The exploration and potential implementation of options for such long-term drinking water solutions (“the Project”) may require the Town to incur professional fees that it believes are appropriate for Tyco to reimburse;

D. NOW, THEREFORE, in consideration of the above recitals, and for other good and valuable consideration mutually acknowledged by the parties, it is agreed, as follows:

1. Reimbursement of Professional Fees. The Town has incurred and will incur professional fees relating to the evaluation of the Project. Tyco has already reimbursed the Town at least \$162,000 for legal and consultant fees to date. Subject to the limitations and procedures set forth herein, Tyco agrees to pay the Town’s invoice for additional reasonable professional fees relating to the evaluation and implementation of the Project (collectively “Professional Fees”) within 30 days of the issuance of the Town’s invoice identifying such additional fees, subject to the limitations in Paragraph 2 below.

2. Limitations. Notwithstanding anything to the contrary contained herein: (a) Tyco’s obligations under this Agreement shall be limited to Professional Fees reasonably incurred by the Town directly in connection with the Project, not to exceed \$75,000; (b) Town represents to Tyco that Town will only seek reimbursement for those fees related to work performed by its attorneys and/or consultants in furtherance of the Project; (c) Tyco shall have no obligation under this Agreement to reimburse the Town for any other costs incurred or services performed by or on behalf of Town prior to the date of this Agreement, except those billed by Allen Reuter from May 2021 to the date of the agreement; (d) Tyco will not reimburse the Town for fees related to the evaluation of claims against Tyco or any related entities; and (e) Tyco’s payment obligations under this Agreement are limited to reimbursement of the Town for Professional Fees subject to the limitations and procedures set forth herein, and Tyco shall have

no payment or other obligation under this Agreement to any service provider or other party engaged by the Town or its agents or contractors unless otherwise agreed in writing pursuant to Section 6 of this Agreement.

3. Request for Extension of Agreement. In the event total Professional Fees billed to the Town reach 80% of \$75,000 and/or the Town reasonably anticipates that total Professional Fees will exceed \$75,000, the Town shall, within 10 business days, provide Tyco with an updated written estimate of the Professional Fees that the Town anticipates that it will incur to complete the evaluation of the Project, itemized by service provider and category of expense. Furthermore, within 10 business days of receiving a written request from Tyco, the Town will provide Tyco with an accounting of all Professional Fees incurred as of that date by the Town. At its sole discretion Tyco may agree to authorize additional funds to pay all or some portion of the additional funds provided in the updated written estimate.

4. Invoices. The Town agrees to provide timely invoices to Tyco for all Professional Fees incurred by the Town during any prior period for which the Town is seeking reimbursement under this Agreement, and shall include with each invoice reasonable detail and supporting backup materials from service providers, and a certification by the Town that the invoiced amounts were actually incurred by the Town and were incurred in good faith. Invoices for Professional Fees received by the Town will be approved by the Town Board at the next regularly scheduled Town meeting and will be sent to Tyco within ten (10) days of Town Board's approval. If possible, the Town will invoice Tyco on a monthly basis and will not otherwise unreasonably withhold requests for reimbursement. Subject to the limitations set forth herein, Tyco shall reimburse the Town for the invoiced amount within 30 days of receipt of the invoices from the Town, unless, before the expiration of that 30 day period, Tyco provides the Town with a written objection to the invoice within 14 days of receipt of the invoice and an explanation of the grounds for the objection. In the event of an objection to any invoice, Tyco and the Town agree to work in good faith to promptly resolve any such objection.

5. Authority. Tyco represents and warrants to the Town that the person executing this Agreement has been duly authorized to so execute and to cause Tyco to enter into this Agreement. The Town represents and warrants to Tyco that the person executing this Agreement has been duly authorized to so execute and to cause the Town to enter into this Agreement.

6. Miscellaneous. Neither the Town nor Tyco may assign this Agreement without the prior written consent of the other party. No modification or amendment to this Agreement shall be binding upon either party until such modification or amendment is reduced to writing and executed by both parties. This Agreement may be signed in any number of counterparts with the same effect as if the signatures were upon the same instrument. A facsimile or digital signature has the same effect as an original signature. If any provision in this Agreement is held to be unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. This Agreement does not create a joint venture, partnership, trust, agency, or other similar relationship between the parties. This Agreement shall be interpreted in accordance with the substantive law of the State of Wisconsin without application of choice of

law rules. This Agreement shall not be construed against the drafter of this Agreement as it is a product of counsel for both parties.

7. Termination. This Agreement shall terminate automatically on the date the Town provides written notice to Tyco that it has approved a water supply option selected by the Town and approved by Tyco and negotiated any agreements necessary to implement the selected option, after which the Parties anticipate entering into a separate reimbursement and access agreement prior to commencement of construction activities associated with the water supply option. In addition, Tyco shall have the option, in Tyco's sole discretion, to terminate this Agreement at any time upon written notice to the Town. Tyco's obligations to reimburse the Town under the terms of this Agreement shall survive any such termination, but Tyco shall have no obligation under this Agreement to reimburse the Town for any Professional Fees incurred after notice of termination is provided pursuant to this Paragraph. However, the parties agree and acknowledge that nothing contained in this Agreement shall be construed as a waiver by the Town or as a limitation or restriction of the rights of the Town, to exercise any available right or remedy to collect unpaid Professional Fees or to pursue any and all other damage, including without limitation, any claim, cause of action, demand, right, cost, expense and compensation whatsoever, or any other loss whatsoever, on account of or in any way arising out of, caused by, or related to presence of PFAS in the Town of Peshtigo, and whether known, unknown, foreseen or unforeseen, now existing or hereafter occurring, whether pursuant to this Agreement or otherwise, as against or with respect to Tyco.

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

If to Tyco: Tyco Fire Products LP
Attn: General Counsel
9 Roszel Road
Princeton, NJ 08540

With a copy to: Linda E. Benfield, Esq.
Foley & Lardner LLP
777 E. Wisconsin Avenue
Milwaukee, WI 53202-5306
Telephone: 414-297-5825
Email: ibenfield@foley.com

If to the Town: Town of Peshtigo
 Attn: Town Board Chairperson
 W2435 Old Peshtigo Rd.
 Marinette, WI 54143

With a Copy to: Allen Reuter
 44 E Mifflin St,
 Madison, WI 53703
 Telephone: (608) 250-9053
 Email: areuter@rwelaw.net

9. Arbitration. The parties agree that any dispute or disagreement concerning claims for reimbursement under this Agreement (including the arbitrability of such disagreement or dispute) may be resolved by arbitration only upon mutual consent of the Town and Tyco. If Arbitration is mutually agreed upon, the dispute shall be resolved exclusively through binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules then in effect.

10. Governing Law/Venue. Subject to paragraph nine (9), this Agreement and all questions of its interpretation, performance, enforcement and the rights and remedies of the parties hereto shall be determined in accordance with the laws of the State of Wisconsin and properly venued in Marinette County, Wisconsin.

[Signature page(s) follow this page]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the above date.

TOWN OF PESHTIGO

By: 
Town Chairperson

TYCO FIRE PRODUCTS LP

By: _____  _____
Authorized Representative