

MEMORANDUM:

THE PARTIES' JOINT INTERPRETIVE GUIDANCE ON CERTAIN RELEASE ISSUES

This memorandum provides guidance on certain issues relating to the interpretation of the release provisions in the Settlement Agreement between Public Water Systems and The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. The Parties will ask the Court to supplement the Settlement Agreement with this memorandum.

1. Paragraph 12.1.2 of the Settlement Agreement provides as follows:

Without limiting Paragraph 12.1.1, the Released Claims include Claims that arise out of or relate to the discharge, remediation, testing, monitoring, treatment or processing of water by a Public Water System within the Settlement Class (including stormwater or wastewater) with respect to PFAS that entered its Water Sources, its facilities or real property, or any of its Test Sites at any time before the Settlement Date (as set forth in Paragraph 12.6), except (a) where a Settlement Class Member also owns real property or owns or operates a facility that is *separate from and not related to* a Public Water System and does not provide Drinking Water (e.g., a *separate* wastewater or stormwater system or airports or fire training facilities that are *not related to* a Public Water System), Claims relating to the discharge, remediation, testing, monitoring, treatment or processing of stormwater or wastewater at or by such separate real property or facility are preserved to the extent such Claims seek damages not arising from or relating to alleged harm to Drinking Water (emphasis added)

It is the parties' joint understanding that the words "separate from and not related to" in the two clauses italicized above mean "separate from and not physically related to."

2. Paragraph 2.6 of the Settlement Agreement defines the term “Claims” to include claims for “contribution” or “indemnity.” Such Claims are only released to the extent that they are within the definition of “Released Claims” in Paragraph 12.1 of the Settlement Agreement. Accordingly, Claims for contribution or indemnity that relate to matters that are excluded from the definition of Released Claims (*e.g.*, Claims that are within the exception in Paragraph 12.1.2 of the Settlement Agreement) are not released.

3. Paragraph 2.45 of the Settlement Agreement defines the term “Releasing Persons” to include, among others, “any past, present, or future officer, director, employee, trustee, board member, shareholder, representative, agent, servant, insurer, attorney, subrogee, predecessor, successor, or assignee of any of the above, individually or in their official, corporate, or personal capacity.” It is the parties’ joint understanding that this language does not mean that such individual persons release personal Claims (*i.e.*, for personal injury).