

1 has claimed in the past, now claims, or may be able to claim in the future, arising directly or indirectly
2 out of the NOV's and all alleged violations referenced in the NOV's.

3 7. This Settlement Agreement precludes the DISTRICT from seeking criminal or civil
4 penalties under California Health and Safety Code Sections 42400 *et seq.* or taking administrative action
5 based on claims arising out of or relating to the NOV's.

6 8. Upon execution, this Settlement Agreement will become final and binding upon both
7 PARTIES and their respective predecessors, successors, subsidiaries, partners, limited partners, agents,
8 principals, and assigns.

9 9. Within thirty (30) days of the execution of this Settlement Agreement, CHEMTRADE
10 shall pay by check, made payable to the "Bay Area Air Quality Management District," the amount of
11 ONE MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS (\$1,150,000). The payment shall
12 be mailed or delivered to:

13 BAY AREA AIR QUALITY MANAGEMENT DISTRICT
14 OFFICE OF DISTRICT COUNSEL
15 ALEXANDER G. CROCKETT, ESQ., DISTRICT COUNSEL
16 375 BEALE STREET, SUITE 600
17 SAN FRANCISCO, CALIFORNIA 94105

18 10. This Settlement Agreement constitutes the entire agreement and understanding between
19 the DISTRICT and CHEMTRADE and fully supersedes and replaces any and all prior negotiations and
20 agreements of any kind or nature, whether written or oral, between the DISTRICT and CHEMTRADE
21 concerning the NOV's.

22 11. CHEMTRADE's entry into this Settlement Agreement is not and shall not be construed
23 as an admission of any alleged underlying fact or liability associated with or relating to the alleged
24 conduct, actions or violations of law that are the subject of the NOV's.

25 12. The DISTRICT reserves the right to take future enforcement actions arising out of
26 violations or alleged violations not covered by this Settlement Agreement; in addition, the DISTRICT
27 reserves the right to demand increased penalties in connection with any future violations or alleged
28 violations based on compliance history. CHEMTRADE reserves the right to challenge an increase in
penalties based upon its contention that certain violations or alleged violations did not occur, that an

1 increase in penalties based on compliance history is not appropriate under the circumstances, or any
2 other reason CHEMTRADE believes should be considered in establishing a penalty.

3 13. The DISTRICT reserves the right to rely upon the violations alleged in the NOV's and
4 may offer proof thereof in connection with any other administrative or judicial proceeding not related to
5 this Settlement Agreement for the purpose of showing a history of violation. CHEMTRADE reserves
6 the right to contest any offers of proof and to present any evidence related to events or allegations made
7 in any such proceeding referenced in this Paragraph 13, including evidence demonstrating that increased
8 penalties for compliance history are not appropriate.

9 14. CHEMTRADE's failure to perform any of the terms or conditions of this Settlement
10 Agreement will render CHEMTRADE in violation of this Settlement Agreement.

11 15. No agreement to modify, amend, extend, supersede, terminate, or discharge this
12 Settlement Agreement, or any portion thereof, shall be valid or enforceable unless it is in writing and
13 signed by all PARTIES to this Settlement Agreement.

14 16. This Settlement Agreement shall be interpreted and enforced in accordance with the laws
15 of the State of California, without regard to California's choice of law rules.

16 17. Each of the undersigned expressly represents that he or she is authorized to execute this
17 Settlement Agreement on behalf of the party for whom he or she signs below.

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1 SO AGREED, STIPULATED AND EXECUTED:

2
3 BAY AREA AIR QUALITY
4 MANAGEMENT DISTRICT
5 375 Beale Street, Suite 600
6 San Francisco, CA 94105

CHEMTRADE WEST US LLC
90 East Halsey Road
Parsippany, NJ 07054

7 By: 
8 PHILIP M. FINE
9 EXECUTIVE OFFICER/APCO

By: 
ROHIT BHARDWAJ
CHIEF FINANCIAL OFFICER

10 Date: July 27, 2023

Date: July 10, 2023

11
12 APPROVED AS TO FORM BY:

13 BAY AREA AIR QUALITY
14 MANAGEMENT DISTRICT
15 DISTRICT COUNSEL
16 375 Beale Street, Suite 600
17 San Francisco, CA 94105

BARG COFFIN LEWIS & TRAPP, LLP
600 Montgomery Street, Suite 525
San Francisco, CA 94111

18 By: 
19 JOEL FREID
20 ASSISTANT COUNSEL II

By: 
R. MORGAN GILHULY
ATTORNEYS FOR CHEMTRADE
WEST US LLC

21 Date: July 26, 2023

Date: July 10, 2023