SETTLEMENT AGREEMENT AMONG
The UNITED STATES DEPARTMENT OF THE INTERIOR,
acting by and through the U.S. FISH AND WILDLIFE SERVICE;
The NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION;
HONEYWELL INTERNATIONAL INC.;
and
AMPHENOL CORPORATION

I. Introduction

The United States of America, on behalf of the Department of the Interior ("DOI"), acting by and through the United States Fish and Wildlife Service ("FWS") and the New York State Department of Environmental Conservation ("NYSDEC") (jointly referred to as the "Trustees"), and Honeywell International Inc. and the Amphenol Corporation (jointly referred to as the "Potentially Responsible Parties" or the "PRPs") (the Trustees and the PRPs are referred to collectively as the "Parties.") enter into this Settlement Agreement ("Agreement" or "Settlement Agreement") to resolve, without litigation, the Trustees' civil claims under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9601 *et seq*.; the Oil Pollution Act of 1990 ("OPA"), 33 U.S.C. § 2701 *et seq*.; the Clean Water Act ("CWA"), 33 U.S.C. § 1251 *et seq*; and any applicable state law for injury to, destruction of, and/or loss of natural resources resulting from the release of hazardous substances at or from the Richardson Hill Road Landfill Superfund Site located in the towns of Sydney and Masonville, Delaware County, New York (the "Site"). The FWS and NYSDEC have shared trust responsibilities for the natural resources injured at or by the Site (other than groundwater which is solely a state resource and for which NYSDEC has sole trust responsibility) and this Settlement Agreement is executed by both agencies in their capacity as Natural Resource Trustees.

The execution of this Agreement shall not constitute, nor is it in any way, an admission by any of the PRPs of any liability. The Parties have negotiated in good faith and assert that this Settlement Agreement: (i) is fair, reasonable, and in the public interest; (ii) will expedite implementation of the natural resource restoration activities to be performed by the Trustees; and (iii) will enable all Parties to avoid the risks and expense of litigation.

II. Parties Bound

The provisions of this Settlement Agreement shall apply to and be binding upon the PRPs and all of their respective successors and assigns, and upon NYSDEC and the United States, on behalf of the FWS.

III. Definitions

Except as otherwise expressly provided herein, the terms used in this Settlement Agreement which are used in CERCLA or in the Natural Resource Damage Assessment regulations promulgated by DOI pursuant to CERCLA (43 C.F.R. Part 11) shall have the meanings assigned to them by CERCLA or by such regulations.

IV. Payment of Certain Costs and Damages

A. Within thirty (30) days after the Effective Date of this Settlement Agreement, the PRPs shall pay four hundred thousand dollars ($400,000) to the Trustees as specified below:

1. Three hundred and eighty thousand ($380,000) dollars shall be paid to the DOI Natural Resource Damage Assessment and Restoration Fund ("NRDAR Fund") for the following:

(a) Eighty-one thousand two hundred and ten ($81,210) dollars will be paid to reimburse DOI for the natural resource damage assessment ("NRDA") costs relating to this Site which it has incurred; and

(b) Two hundred ninety-eight thousand seven hundred and ninety ($298,790) dollars will be utilized to fund projects to restore, rehabilitate, replace, and/or acquire the equivalent of the natural resources injured at or by the Site, including the costs of restoration planning and oversight activities.

2. Twenty thousand ($20,000) dollars is to be paid to NYSDEC to reimburse NYSDEC for the NRDA costs relating to the Site which it has incurred.

B. Payment of the amount set forth in Section IV.A.1. shall be in the form of a check made payable to the U.S. Department of the Interior in accordance with instructions to be given by the FWS. At the time of payment, the PRPs shall send a written notice of payment and a copy of any transmittal documentation to:

Mark Barash, Senior Attorney
Office of the Northeast Regional Solicitor
U.S. Department of the Interior
One Gateway Center - Suite 612
Newton, MA 02458-2881

C. Payment of the amount set forth in Section IV.A.2. shall be in the form of a check made payable to "NYSDEC-Natural Resource Damages Fund." Payment shall be made in accordance with instructions to be given by NYSDEC. At the time of payment, the PRPs shall send a written notice of payment and a copy of any transmittal documentation to:

Andrew Guglielmi, Esq.
Office of General Counsel
NYS Dept. of Environmental Conservation
625 Broadway, 14th Floor
Albany, New York 12233-1500

D. If the PRPS fail to make any payment when due, the PRPs shall pay interest thereon at the rate specified in 33 U.S.C. § 2705(b)(4).

E. In addition, if the PRPs fail to make any payment when due, they shall pay five hundred dollars ($500) as a stipulated penalty for each day or portion thereof that said payment is overdue until all overdue payments (including stipulated penalties) are paid in full. The stipulated penalty is due and payable within 30 days of the date of the demand for payment of the penalty by the Trustees. Such payments shall be split evenly between the United States and the State of New York.

F. Payments made under Subparagraph IV.E. shall be in addition to any other remedies or sanctions available to the Trustees by virtue of the PRPs' failure to comply with the requirements of this Settlement Agreement. Notwithstanding any other provisions of this Section IV, the Trustees may, in their unreviewable discretion, waive payment of any portion of the stipulated penalty that has accrued pursuant to this Settlement Agreement.

G. The PRPs shall be liable for attorneys' fees and costs incurred by the Trustees to collect any amount due under this Settlement Agreement that is not timely paid.

H. The PRPs are jointly and severally liable for all payments due under this Section IV.

V. Covenant Not to Sue and Reservation of Rights by the Trustees

A. In consideration of the payments to be made by the PRPs, the Trustees covenant not to sue or maintain any lawsuit, action, administrative proceeding, or other proceeding against the PRPs for: (i) damages for injury to, destruction of, loss of, or loss of use of natural resources caused by releases of hazardous substances at or from the Site and (ii) except as set forth in Section IV above, costs (including NRDA costs), attorneys' fees, other fees, or expenses incurred by the Trustees to recover such natural resource damages relating to injuries at or from the Site.

B. This covenant not to sue is not effective until, and is conditioned upon, complete and satisfactory performance by the PRPs of their obligations under Section IV of this Settlement

Agreement.

C. Notwithstanding any other provision of this Settlement Agreement, the Trustees reserve, and this Settlement Agreement is without prejudice to (1) claims based upon a failure of either of the PRPs to meet a requirement of this Settlement Agreement; (2) criminal liability; (3) other claims not within the scope of the covenant not to sue in Section V.A. of this Agreement for costs or damages that the United States or the State of New York may have under applicable law; and (4) the right to institute proceedings against the PRPs, in this action or in a new action seeking recovery of natural resource damages, based on new information received by the Trustees that indicates that there is injury to, destruction of, or loss of natural resources of a type that was unknown to the Trustees and that could not reasonably have been known or anticipated by the Trustees, or of a magnitude that is substantially greater than was known or could reasonably have been known by the Trustees, on the date of their execution of this Settlement Agreement.

D. These covenants not to sue (and all reservations thereto in this Agreement) shall also apply to the PRPs' successors and assigns, but only to the extent that the alleged liability of the successor or assign is based on its status and in its capacity as a successor or assign of the PRPs, and not to the extent that the alleged liability arose independently of the alleged liability of the PRPs. These covenants not to sue do not extend to any other person.

VI. Covenant Not to Sue by the PRPs

A. Honeywell International Inc. and Amphenol Corporation hereby covenant not to sue and agree not to assert any claims or causes of action against the Trustees, including their departments, agencies or instrumentalities, or their employees, agents, experts or contractors,

for claims

(1) related to natural resource damages at the Site;

(2) any direct or indirect claim for reimbursement from the Oil Spill Liability Trust Fund;

(3) any claim for costs, attorneys' fees, other fees, or expenses incurred in connection with the Settlement Agreement.

B. In any subsequent administrative or judicial proceeding initiated by the United States or the State of New York related to the Site, the PRPs shall not assert, and may not maintain, any defense or claim based upon principles of waiver, res judicata, collateral estoppel, issue preclusion, claim–splitting, or other defense based upon any contention that the claims raised by the United States or the State of New York in the subsequent proceeding were or should have settled in this Settlement Agreement; provided, however, that nothing in this Section VI affects the enforceability of the covenants set forth in Section V herein.

VII. Signatories

Each of the undersigned representatives of the PRPs, NYSDEP, and the United States on behalf of FWS certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and bind legally such Party to this document.

VIII. Entire Agreement

This Settlement Agreement constitutes the final, complete, and exclusive agreement and understanding between the Parties with respect to the settlement embodied in the Agreement and supersedes all prior agreements and understandings, whether oral or written. No other document, nor any representation, inducement, agreement, understanding or promise constitutes any part of

this Agreement or the settlement it represents, nor shall it be used in construing the terms of this Agreement.

IX. Modification

The terms of this Agreement may be modified only by a subsequent written agreement signed by all of the Parties.

X. Execution

This Agreement may be executed in several counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument.

XI. DOJ Approval and Public Comment

The effectiveness of this Settlement Agreement (except with respect to Section XIII) is subject to DOI's receipt of final approval from the U.S. Department of Justice ("DOJ"). Prior to granting such approval, DOJ requires the federal trustee to publish a notice of the Settlement Agreement in the Federal Register as well as a local newspaper of general circulation ("Notice"). The Notice must invite members of the public to submit comments regarding the Agreement to the federal trustee for its review and evaluation for a period of 30 days after publication of the Federal Register notice. The PRPs agree not to withdraw their consent to the Settlement Agreement pending consideration of public comments and approval of DOJ. If public comments disclose facts or considerations which indicate that this Settlement Agreement is inappropriate, improper, or inadequate, DOI, in consultation with DOJ, may withdraw its approval of the Settlement Agreement. Should DOI withdraw its approval, this Agreement shall be null and void.

XII. Effective Date

The effective date of this Settlement Agreement (except with respect to Section XIII) shall be the date upon which DOI issues written notice to the PRPs that all Parties have executed the Settlement Agreement and that it has been approved by the DOJ.

XIII. Tolling of Statute of Limitations

A. Notwithstanding any other provision of this Settlement Agreement, the period commencing on the day before the expiration of the current tolling agreement as most recently amended by the Fifth Amendment to the Tolling Agreement[1] and ending on the date sixty (60) days after the Effective Date of this Settlement Agreement, or if the Settlement Agreement is not approved by DOJ, sixty (60) days after the date that DOI notifies PRPs in writing that DOJ has withheld or withdrawn its approval of this Settlement Agreement (hereinafter referred to as the "Tolling Period"), shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States or the State of New York against the PRPs pursuant to CERCLA, OPA or the CWA relating to injuries to natural resources caused by releases at or from the Site.

B. Any defenses of laches, estoppel, or waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period.

C. The PRPs shall not assert, plead, or raise against the United States or the State of New York in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period.

[1] Fifth Amendment to Tolling Agreement for Natural Resource Damage Claims under CERCLA, OPA and the CWA relating to the Richardson Hill Landfill Superfund Site, Towns of Sydney and Masonville, NY executed in December 2013.

D. This Section XIII does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any of the Parties, nor does this Section XIII constitute any admission or acknowledgment on the part of the Trustees that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable. The Trustees reserve the right to assert that no statute of limitations applies and that no other defense based upon the timeliness of commencing a civil action is applicable.

E. The Parties acknowledge that the tolling agreement embodied in this Section XIII may be extended for such period of time as the Parties agree to in writing.

F. This Section XIII does not limit in any way the nature or scope of any claims that could be brought by the Trustees against the PRPs or the date on which such a complaint could be filed.

G. The Parties shall preserve and maintain, during the pendency of the Tolling Period at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure relating to natural resource damages caused by releases of hazardous substances at or from the Site, regardless of any corporate or document retention policy to the contrary.

UNITED STATES DEPARTMENT OF THE INTERIOR
acting by and through the U.S. FISH AND WILDLIFE SERVICE

By: s/Wendi Weber Date: 8/28/2013

Name: U.S. Fish and Wildlife Service

Title: Regional Director, Authorized Official

STATE of NEW YORK

DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: Joseph J. Martens Date: 12/5/14

Name: Joseph J. Martens

Title: Commissioner

HONEYWELL INTERNATIONAL INC.

By: John J. Morris Date: 11/6/14

Name: John J. Morris

Title: Remediation Director

AMPHENOL CORPORATION

By: Edward C. Wetmore Date: November 14, 2014

Name: EDWARD C. WETMORE

Title: VICE PRESIDENT, SECRETARY + GENERAL COUNSEL