

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into as of this 30th day of January, 2023, (the Effective Date), by and between International Flavors & Fragrances Inc., operating as DuPont Nutrition USA, Inc., (“IFF”) and the Delaware Department of Natural Resources and Environmental Control (“DNREC”) (collectively the “Parties”) to resolve certain matters associated with IFF's operations at its manufacturing facility located in Newark, Delaware (the “Facility”).

WHEREAS, IFF owns and operates the Facility;

WHEREAS, on September 8, 2022, the Secretary of DNREC issued to DuPont Nutrition USA a Notice of Administrative Penalty Assessment and Secretary's Order No. 2022-A-0017 (the "Secretary's Order"), alleging that, on specified dates between January 2020 and November 2020, IFF's operation of certain equipment at the Facility did not fully comply with standards allegedly applicable to the relevant equipment pursuant to certain permit-based or regulatory standards;

WHEREAS, the Secretary's Order includes an administrative penalty assessment of \$99,740;

WHEREAS, in response to and pursuant to the terms of the Secretary's Order, IFF filed with the Environmental Appeals Board for the State of Delaware (the “EAB”), an appeal of the Secretary's Order, contesting the allegations of noncompliance and the penalty assessment on various legal and factual grounds (the “EAB Appeal”);

WHEREAS, without admitting to the alleged facts or conclusions of law asserted therein, IFF has agreed to pay an administrative penalty in resolution of DNREC's claims regarding the incidents governed by the Secretary's Order;

WHEREAS, the Parties have agreed that settlement of the matters addressed by this Agreement is in the best interest of the Parties, and that entry of this Agreement is the most appropriate means of resolving the matters addressed herein.

NOW THEREFORE, without any admission of fact or law, it is hereby stipulated and agreed as follows:

I. APPLICATION AND SCOPE

1. The provisions of this Agreement shall apply to and be binding upon both DNREC and IFF, and their respective officers, employees, agents, successors, and assigns as it pertains to resolution of the Secretary's Order for the Facility.

II. ADMINISTRATIVE PENALTY

2. IFF shall pay to DNREC an administrative penalty of \$75,000 (the "Administrative Penalty").

3. Within ninety (90) days of the Effective Date of this Agreement, IFF shall submit to DNREC the Administrative Penalty by corporate check, payable to the State of Delaware, and mailed to the following address:

**Valerie S. Edge
Deputy Attorney General
Delaware Department of Justice
Environmental Unit-Third Floor
102 W. Water Street
Dover DE 19904**

III. EFFECT OF SETTLEMENT

4. IFF's satisfaction of the payment obligations under Paragraphs 2 and 3 shall resolve all civil and administrative liability of IFF to DNREC for the claims asserted by DNREC against IFF in the Secretary's Order.

5. IFF's liability for these matters is resolved without any admission as to any matter of fact or law.

IV. GENERAL PROVISIONS

6. This Agreement shall be governed by, and interpreted under, the laws of the State of Delaware.

7. This Agreement is not a permit. Compliance with its terms does not guarantee compliance with any applicable federal, state, or local law or regulation. Nothing in this Agreement shall be construed to be a ruling on, or determination of, any issue related to any federal, state or local permit.

8. Nothing in this Agreement shall relieve IFF of its obligation to comply with all applicable federal, state, and local laws and regulations. Other than as expressly provided for in Section III, nothing contained in this Agreement shall be construed to prevent, alter, or limit DNREC's ability to seek or obtain other remedies or sanctions available under federal, state, or local statutes or regulations in response to a violation by IFF of applicable statutes and regulations, nor to limit any defenses otherwise available to IFF including with respect to any such alleged violation.

9. In consideration of the Parties' voluntary resolution through this Agreement of the issues governed by the Secretary's Order and the EAB Appeal, IFF shall file with the EAB a notice withdrawing the EAB Appeal no later than 5 days after making the Administrative Penalty payment governed by Paragraphs 2 and 3 of the Agreement.

10. This Agreement does not limit or affect the rights of IFF or DNREC against any person or entity not party to this Agreement. This Agreement shall not be considered to create rights in, or grants any cause of action to, any third party not a party to this agreement, nor does

it limit the rights of any person or entity not a party to this Agreement against IFF, except as otherwise provided by law.

11. This Agreement shall be binding upon the parties to this action, and their successors and assigns. The undersigned representative of each Party to this Agreement is authorized by the Party whom he or she represents to enter into the terms of this Agreement and bind that Party to them.

12. This Agreement may be modified only by the written consent of DNREC and IFF.

13. This Agreement is entered into notwithstanding any other agreement between the Parties and constitutes the entire agreement and settlement between the Parties. This Agreement supersedes any provisions of prior agreements, to the extent there is an irreconcilable conflict.

14. To the extent of any irreconcilable conflict between this Agreement and the requirements of federal and/or state law, the latter controls.

SIGNATURE PAGE FOLLOWS

FOR THE DELAWARE DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL

By: 

Date: 1/30/23

Shawn M. Garvin, Secretary
Delaware Department of Natural Resources
and Environmental Control

FOR INTERNATIONAL FLAVORS & FRAGRANCES
OPERATING AS DUPONT NUTRITION USA, Inc.

By: 

Date: 01/27/23

Gregory Sherman, Plant Manager
Newark, Delaware Facility
International Flavors & Fragrances
Operating as DuPont Nutrition USA, Inc.