

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

1. FOR AND IN CONSIDERATION OF the payment to the plaintiff Cascades Holding US Inc., dba Cascades Tissue Group-Oregon (“Plaintiff” or “Cascades”) of the sum of one hundred and twenty-five thousand dollars (\$125,000), Cascades hereby releases and forever discharges, on behalf of itself, its past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, insurers, predecessors and successors in interest, the following defendants: The City of St. Helens (“City”) and its officers, City Council, attorneys, insurers, agents, representatives, employees, and predecessors and successors in interest, and Comfort Construction, LLC and its past, present and future officers, members, attorneys, agents, representatives, employees, insurers, predecessors and successors in interest, and assigns (“Comfort”) from any and all past, present, or future claims, actions, causes of action, claims or demands for damages, benefits, obligations, attorney’s fees, costs, expenses, compensation, consequential damage or any other thing whatsoever on account of, or in any way growing out of, any and all known and unknown injuries or damages resulting from, related to, or alleged in Plaintiff’s Complaint in the lawsuit entitled: *Cascades Holding US Inc., dba Cascades Tissue Group-Oregon v. City of St. Helens and Comfort Construction, LLC*, Columbia County Circuit Court Case No. 21CV24796 (the “Lawsuit”) filed as the result of claimed damages and losses allegedly occurring as a result of certain actions by Comfort or its agents, and the City on or about January 24, 2020 at the paper mill located on a portion of industrial property located at 1300 Kaster Road in St. Helens, Oregon (the “Incident”). Comfort and the City likewise release and forever discharge Cascades and its affiliates and parent company, along with Cascades’ officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, insurers, and predecessors and successors in interest, from any counterclaims or demands relating to the Incident or which could have been raised in the Lawsuit.

2. Comfort, via its insurer, will tender payment no later than 30 days from the date of receipt of the executed version of this Release either via wire transfer pursuant to wire instructions provided by Cascades or in a check payable to Cascades Holding US Inc. in the amount of \$125,000. Comfort’s insurer, Cincinnati Specialty Underwriters Insurance Company, will be directly responsible to Cascades for the payment of the settlement funds agreed to herein.

3. Plaintiff agrees to dismiss the Lawsuit, with prejudice and without award of costs or attorney’s fees, within fourteen (14) days of receipt of payment.

4. Plaintiff hereby acknowledges and assumes all risks, chance, or hazard that the said damage may be or become permanent, progressive, greater or more extensive than is now known, anticipated or expected. Plaintiff understands that all known and unknown damages and injuries are covered by this Release. Plaintiff understands that this settlement is intended to forever eliminate any further or additional claims of whatever nature against the Releasees arising from or that could have arisen from the Lawsuit.

5. Plaintiff understands that this settlement is a compromise and is not to be construed as an admission of liability on the part of City and Comfort, by which liability is expressly denied.

6. Plaintiff understands that all tax consequences and tax reporting obligations are solely its responsibility.

7. In consideration of this settlement Plaintiff agrees to release any claims that were or could have been alleged by the Plaintiff arising out of the Incident or related to the Lawsuit, whether such claims be based on contract, tort, or any other theory of law. In further consideration of this settlement, Plaintiff agrees not to make any claim or to pursue any action in law or equity or in any proceeding of any description against the City or Comfort on account of any claim for damages which may have resulted or may accrue in the future from the Lawsuit.

8. Plaintiff represents and warrants that it has sole ownership of the claims, demands, obligations or causes of action ("Claims") referenced to in Paragraph 1 of this Release and that no other person, party, or entity had or has any interest in such Claims. Plaintiff represents that she has the sole right and exclusive authority to execute this Release and she has not sold, assigned, transferred, conveyed, or otherwise disposed of any claims, obligations, or causes of action referred to in this Release.

9. In consideration of Comfort's payments made pursuant to Paragraph 1 of this Release and the City not asserting cross-claims against Comfort, Comfort and, the City hereby releases and forever discharge each other from any and all past, present, or future claims, actions, causes of action, claims or demands for damages, benefits, obligations, attorney's fees, costs, personal injuries, expenses, compensation, consequential damage or any other thing whatsoever on account of, or in any way growing out of, any and all known and unknown injuries or damages resulting from or relating to the Incident or which could have been alleged in the Lawsuit.

10. This release contains the entire agreement between the parties hereto, and the terms of this release are contractual and not a mere recital.

Cascades Holding US Inc., dba Cascades
Tissue Group-Oregon

BY: _____

ITS: Vice-President, Operations

DATED: _____

Comfort Construction LLC

BY: _____

ITS: _____

DATED: _____

The City of St. Helens

BY: _____

ITS: _____

DATED: _____