

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

In re:)	
THE CHARTER COMPANY, et al.,)	Case Nos. 84-289-BK-J-GP
Debtors.)	through 84-332-BK-J-GP,
_____)	Inclusive, and
)	85-1033-BK-J-GP

STIPULATION AND SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered the effective date of April 25, 1995 by and between Dayton Press, Inc. and the State of Ohio, on behalf of the Ohio Environmental Protection Agency.

Recitals

1. On April 20, 1984, Dayton Press, Inc. filed a voluntary Chapter 11 petition in the United States Bankruptcy Court for the Middle District of Florida, Jacksonville Division (the "Bankruptcy Court").

2. On November 16, 1984, Claim 878 was filed by the State of Ohio as an unsecured claim in the Chapter 11 case of Dayton Press, Inc. in an unliquidated amount of \$2,100,000.00. This claim was based upon the alleged liability of Dayton Press, Inc. to the State of Ohio relating to a site located in Marietta, Ohio known as the Vandale Junkyard (the "Site").

3. Dayton Press, Inc. filed an objection to Claim 878 filed by the State of Ohio.

4. The parties believe it is in their mutual interest to avoid the expense, delay and uncertainties attendant to the litigation regarding this claim by the settlement of such claim as set forth herein.

5. Therefore, in consideration of these premises and the material promises and conditions contained herein, the parties agree as follows:

Agreement

6. Within 5 business days of the execution of this Settlement Agreement:

- a. Dayton Press, Inc. and the State of Ohio shall execute and submit to the Bankruptcy Court an order in the form attached as Exhibit A (the "Consent Order") by which Claim 878 shall be disallowed pursuant to the terms of this agreement; and
- b. Dayton Press, Inc. shall transmit to Matthew A. Sanders, Administrative Assistant, Office of the Ohio Attorney General, Environmental Enforcement Section, 30 East Broad Street, 25th Floor, Columbus, Ohio 43215-3428, a certified check in the amount of \$7,260.00, which shall be held in escrow until the Consent Order becomes a final order.

7. Upon the date that the Consent Order becomes a final order, the Office of the Ohio Attorney General shall deliver the certified check described in paragraph 6(b) above to the Ohio Environmental Protection Agency for payment into the hazardous waste cleanup fund established pursuant to Ohio Revised Code § 3734.28.

8. Upon the delivery of the certified check as set forth in paragraph 7 above, the following release shall become effective:

The Ohio EPA hereby releases, covenants not to sue and not to bring any civil and/or administrative action against Dayton Press, Inc., and its past or present officers, directors, agents, employees, stockholders, successors and assigns for any and all claims at the Site under the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., Ohio Revised Code Chapter 3734 and Ohio Revised Code § 6111.07, and any other comparable federal or state law.

9. Nothing in paragraph 8 above shall be construed to impair or otherwise limit the obligations of the parties under this Settlement Agreement. Neither this Settlement Agreement nor the Consent Order shall be deemed to be a release of any claims regarding the Site that the State of Ohio has against any party other than Dayton Press.

10. Neither this Settlement Agreement nor anything contained in this Settlement Agreement shall be construed as an admission, finding or acknowledgement of any type as to Claim 878 or the Site.

11. Each party of this Settlement Agreement shall bear its own costs and expenses relating to the matters contemplated in this agreement including, without limitation, costs and expenses of their respective counsel.

12. This Settlement Agreement shall be binding upon, and shall adhere to the benefit of, the respective successors, assigns, employees, agents and attorneys of the undersigned parties.

13. This Settlement Agreement constitutes the full and complete agreement of the parties concerning the matters contained herein and no waiver or any modification of any terms or conditions of this Settlement Agreement shall be valid or binding unless in writing and executed by each of the parties.

14. This Settlement Agreement may be executed in counterparts, and when the counterparts of this Settlement Agreement have been executed by all of the undersigned, such counterparts together shall constitute a valid and binding agreement, as if one of such counterpart had been executed by all of the undersigned.


15. Each party to this Settlement Agreement expressly acknowledges that there do not exist any oral agreements or understanding which vary or supplement the terms of this Settlement Agreement.

16. Each of the undersigned agents and attorneys represent and warrant that they have the authority to execute this Settlement Agreement and that the parties to this agreement have agreed to all of the terms and conditions set forth herein.

SMITH HULSEY & BUSEY

STATE OF OHIO

By _____
D. Rodney Brown

By 
Terrence S. Finn

Florida Bar Number 906689
1800 First Union Bank Tower
225 Water Street
Jacksonville, Florida 32202
(904) 359-7700
(904) 359-7708 (facsimile)

Attorneys for Dayton Press,
Inc.

Ohio Bar Number 0039391
Environmental Enforcement
Section
30 East Broad Street
17th Floor
Columbus, Ohio 43215-3428
(614) 466-2766
(614) 752-2441 (facsimile)

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_____)

**CONSENT ORDER DISALLOWING CLAIM
878 FILED BY THE STATE OF OHIO**

This case is before the Court upon the Debtors' objection to Claim 878 filed by the State of Ohio in the Chapter 11 case of Dayton Press, Inc. (case no. 84-329-BK-J-GP). Upon the consent of Dayton Press, Inc. and the State of Ohio appearing below, it is

ORDERED that Claim 878 is disallowed.

Dated this _____ day of April, 1995 in Jacksonville,
Florida.

George L. Proctor
United States Bankruptcy Judge

Consent

The undersigned parties consent to the entry of the foregoing order. The State of Ohio acknowledges and agrees that the foregoing order resolves any and all claims it has filed in this case against Dayton Press, Inc.

SMITH HULSEY & BUSEY

STATE OF OHIO

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D. Rodney Brown

By 
Terrence S. Finn

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Attorneys for Dayton Press,
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Environmental Enforcement
Section
30 East Broad Street
17th Floor
Columbus, Ohio 43215-3428
(614) 466-2766
(614) 752-2441 (facsimile)

Copies to:

D. Rodney Brown
Terrence S. Finn

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