



U.S. Department of Justice

United States Attorney
Southern District of New York

86 Chambers Street
New York, New York 10007

February 9, 2024

By Email (cb@g-etg.com)

Cynthia Brooks
President
Greenfield Environmental Multistate Trust LLC,
Trustee of the Multistate Environmental Response Trust

RE: Reappointment of Greenfield Environmental Multistate Trust LLC as Trustee
of the Tronox Multistate Environmental Response Trust

Dear Ms. Brooks:

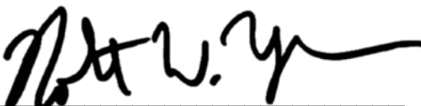
On behalf of the United States, with the support of the twenty-one states that are beneficiaries (“Beneficiaries”) of the Multistate Environmental Response Trust (“Trust”) created by the environmental settlement in the *In re Tronox Inc.* bankruptcy, I am writing to reappoint Greenfield Environmental Multistate Trust LLC (“GEMT”) to an additional five-year term as trustee of the Trust, subject to the terms and conditions described in the attached framework document (“Framework”).

In making this decision, we are mindful of the progress the Trust has made in investigating, designing, and implementing environmental cleanup at contaminated Tronox sites since Greenfield’s original appointment as Trustee. We are also mindful of measures that the Trust has undertaken to maintain effective financial controls and its efforts relative to transparency, community and stakeholder engagement, and environmental justice.

We thank GEMT for its service and look forward to the next Trust term.

Very truly yours,

DAMIAN WILLIAMS
United States Attorney

by: 
ROBERT WILLIAM YALEN
Assistant United States Attorney
(212) 637-2722

cc: Alan Tenenbaum, ENRD
All Multistate Trust Beneficiaries

Exhibit A

Framework for Reappointment of Greenfield Environmental Multistate Trust LLC as Trustee of Multistate Environmental Response Trust (“Framework”) for Trustee Term Beginning February 2024

1. *Reappointment*

- a. Greenfield Environmental Multistate Trust LLC (“GEMT”) is reappointed as trustee of the Multistate Environmental Response Trust (“Trust”) created in connection with the environmental settlement in *In re Tronox Inc.*, Bankruptcy Case No. 09-10156, S.D.N.Y. Reappointment is subject to this Framework. The term of appointment will run from February 14, 2024, through February 13, 2029.
- b. At the end of the five-year term, GEMT may be reappointed to additional terms as provided in Section 4.1.1 of the Multistate Environmental Trust Agreement (“Trust Agreement”). In considering future reappointments, the Trust beneficiaries (“Beneficiaries”) anticipate considering the extent of GEMT’s successful accomplishment of the “Expectations” described in Section 2 of this Framework, as well as any other matters they deem relevant to the reappointment decision.

2. *Expectations*

- a. As part of (and without limiting) GEMT’s responsibilities as Trustee, the Beneficiaries identify the following specific expectations:
- b. *Financial Matters*
 - i. *Fee Increases.* As described in GEMT’s letter requesting reappointment, GEMT will limit increases in annual billing rates to adjustments for inflation.
 - ii. *Audit / Financial Reviews.* The Trust will continue to arrange for periodic financial reviews by an independent third party, in consultation with the United States (and other Beneficiaries who advise the United States of their desire to participate in this consultation).
- c. *Environmental Remediation*
 - i. The Trust shall continue to work with the United States, the Lead and Non-Lead Agencies, and other affected Beneficiaries, as appropriate, regarding timely and effective environmental remediation at Trust Sites, in light of the particular circumstances of each Site.

- ii. The Trust shall periodically update the United States, the Lead and Non-Lead Agencies, and other affected Beneficiaries on emerging issues, including the status of Sites for which Trust funding may be insufficient and on the Trust's long-term stewardship plans for such Sites.

d. *Environmental Justice, Non-Discrimination, and Transparency*

- i. *Environmental Justice.* The Trust shall continue to consider environmental justice concerns at its Sites, including as appropriate receiving advice on the Trust's operations from the Trust's Advisory Board on Environmental Justice, taking into account the Settlement Agreement, the Trust Agreement, the Trustee's fiduciary duties, the roles of Lead and Non-Lead Agencies, and limits on Trust funding. The Trust shall periodically assess the success and cost-effectiveness of its existing efforts and, in connection with its annual budget approvals, will consult with the United States and other budget-approving Beneficiaries regarding the scope of its efforts pertinent to a particular budget.
- ii. *Non-Discrimination.* The Trust shall maintain at all times a written policy to comply with all applicable federal, state, and local laws regarding nondiscrimination in hiring and contracting; properly train Trust staff on such policy; and comply with such policy and such laws.
- iii. *Transparency Plan.* The Trust shall act consistently with its Transparency Plan, dated August 5, 2021, subject to such amendments as the Trust may make in consultation with the United States (and other Beneficiaries who advise the United States of their desire to participate in such consultations), taking into account the Settlement Agreement, the Trust Agreement, the Trustee's fiduciary duties, limits on Trust funding, and confidentiality concerns.

3. *General Provisions*

- a. Nothing in this Framework affects the terms of the Settlement Agreement or Trust Agreement or limits GEMT's fiduciary duties as Trustee.
- b. Nothing herein constitutes an authorization to expend Trust funds. All expenditures of Trust funds may only be made to the extent authorized by the Trust Agreement, including Section 3.2 thereof, which generally requires an approved budget prior to expenditures.
- c. GEMT's continued status as Trustee is expressly contingent on adherence to fiduciary duties, and each beneficiary reserves its rights under the Trust Agreement or otherwise to enforce the same.

- d. GEMT's continued status as Trustee is expressly contingent on key employee Cynthia Brooks' continued control of GEMT and management of its operations, and of GEMT's continued existence in its current corporate form. To the extent that Ms. Brooks ceases to control or manage GEMT's operations, or GEMT intends to change corporate form, GEMT shall immediately notify the Beneficiaries. At such time, the Beneficiaries shall decide whether, in light of the failure of this condition, GEMT should continue as Trustee without Ms. Brooks' control or management or in a different corporate form or instead GEMT's Trustee term should be terminated. In the event that the Beneficiaries determine to terminate GEMT, GEMT agrees to remain as Trustee until the earlier of (i) six months following GEMT's notification described in this paragraph period or (ii) appointment of a Successor Trustee pursuant to the Trust Agreement, and GEMT shall cooperate with beneficiaries in transitioning to a new Trustee.