

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (“Agreement”) is made between the West Virginia Department of Environmental Protection, (“Plaintiff”) and Little Mar, LLC (“Little Mar”) and Idlewood Enterprises, LLC (“Idlewood”) (collectively “the Defendants”). Plaintiff and the Defendants are collectively referred to as the “Parties.”

WHEREAS, Plaintiff brought two lawsuits, (“Lawsuits”) one against each of the Defendants, both of which are currently pending in the Circuit Court of Monongalia, West Virginia, Civil Action Nos. 22-C-147 and 22-C-148, asserting that the Defendants violated the provisions of their respective NPDES Permits, Agency Administrative Orders, and West Virginia law as part of their operations in Monongalia County, West Virginia;

WHEREAS, the Parties desire to settle, resolve and dispose of any and all of the claims that have been brought or could have brought which are related to or derived from, in any way, the factual allegations contained in the Lawsuits, in order to avoid expensive, time-consuming and uncertain litigation;

WHEREAS, nothing contained herein is to be construed as an admission of liability on the part of any of the Defendants. To the contrary, the Defendants specifically deny any liability for any of the claims alleged in the Lawsuits; and

WHEREAS, the terms of this Agreement represent the compromise of disputed claims as between the Parties.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the covenants contained herein, the Parties agree as follows:

The Defendants shall pay a civil penalty of one hundred fifty thousand dollars and no cents (\$150,000.00) to the Plaintiff for deposit in the Water Quality Management Fund within thirty (30) calendar days after the effective date of this Agreement. Payment shall be mailed to:

Chief Inspector
Environmental Enforcement – Mail Code #031328
WVDEP
601 57th Street SE
Charleston, WV 25304

Plaintiff hereby releases and forever discharges the Defendants and their insurers, parent corporations, affiliated corporations, subsidiary corporations, predecessor corporations, successor corporations, and the officers, directors, agents, assigns, assignors, servants, employees and attorneys of these entities, from the terms and conditions of Order No. MM-21-03 and any and all past, present, or future claims, causes of action, damages, debts, obligations, liabilities, judgments, debts,

attorney's fees, costs and expenses, whether asserted or unasserted or that could have been asserted, which are based upon the alleged violations included in the Lawsuits; however, this Agreement does not prevent Plaintiff from pursuing separate enforcement action for any/all future violations and/or noncompliance with Defendants' existing permits.

The provisions of any state, federal, local, or territorial law or statute providing expressly or in substance that releases shall not extend to claims, injuries or damages which are unknown or unsuspected to exist at the time are expressly waived by the Parties.

The Parties represent and warrant that they (i) have not transferred, assigned or otherwise sold any portion of the claims that they have alleged in the Lawsuits, that they believe, or assert are derived from or related to the Lawsuits or released by this Agreement, and (ii) are the sole holders of such claims.

The Parties represent and warrant that there have been no representations or promises made to them on which they relied in connection with this Agreement other than what is set forth herein in writing. The Parties further represent and warrant that they are not being induced to enter into this Agreement by anything other than the written words contained in this Agreement.

The Parties represent and warrant that they have had an adequate opportunity to review all aspects of this Agreement with an attorney of their choosing, that they understand all the provisions of the Agreement, and that they are voluntarily accepting its terms.

Should any clause, sentence, paragraph, or other part of this Agreement be finally adjudged by any court of competent jurisdiction to be unconstitutional, invalid or in any way unenforceable, such adjudication shall not affect, impair, invalidate or nullify the Agreement, but shall affect only the clause, sentence, paragraph or other parts so adjudged.

This Agreement shall be governed by and construed in accordance with the substantive law of the State of West Virginia.

This Agreement constitutes the entire Agreement and understanding between the parties hereto and shall not be modified or altered except by written instrument duly executed by the parties hereto.

This Agreement may be signed in counterparts and facsimile signatures will be deemed originals.

Dated: _____, 2025

Little Mar, LLC

By: _____
Its: _____

Dated: _____, 2025

Idlewood Enterprises, LLC

By: _____
Its: _____

West Virginia Department Environmental Protection

By: _____
Its: _____