

Beth S. Dorris
State Bar No. 115798
Law Office of Beth S. Dorris
3226 Mandeville Canyon Rd.
Los Angeles, CA 90049
Telephone: (310) 722-4942
E-mail: Beth.Dorris@aol.com
Attorneys for Rev 973, LLC, a California limited
liability corporation

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD

In the Matter of Cleanup and Abatement)
Orders No. R4-2014-0117 and R4-2014-)
0118 and EKI RAP) Petition for Review

Rev 973, LLC, a California limited liability corporation (“Rev”), hereby petitions the State Water Resources Control Board (“SWRCB”) to rescind and invalidate selection, mandated funding of, and/or other approval of the EKI RAP¹ as the final remedial action plan under the 2014 CAOs² by the Regional Water Quality Control Board, Los Angeles Region (“LA-RWQCB”) under the agreement (“Agreement”) between the LA-RWQCB and MLOC/LOC Dischargers³ effective as of on or about July 11, 2024 (“Effective Date”).

The LA-RWQCB’s selection, mandated funding, and/or conditional approval of the EKI RAP as of the Effective Date violates and is inconsistent with the cleanup oversight standards mandated under SWRCB Water Policy resolution 92-49 and the State TSDF Cleanup Oversight

¹ “EKI RAP” means the final remedial action plan referred to as “EKI’s RAP” in the Agreement, proposed by EKI Environment & Water, Inc. on or about July 18, 2021, on behalf of MLOC Dischargers (defined in footnote 3 below), as modified by the April 11, 2022 initial conditions letter from the LA-RWQCB.

² “2014 CAOs” means the 2014 MLOC CAO and the 2014 LOC CAO. “2014 LOC CAO” means Cleanup and Abatement Order No R4-2014-0118 (Site Cleanup No. 0023A) naming as responsible parties LOC Dischargers (defined in footnote []), issued by the LA-RWQCB on September 17, 2014. “2014 MLOC CAO” means Cleanup and Abatement Order No R4-2014-0117 (Site Cleanup No. 0023A) naming as responsible parties MLOC Dischargers, John Mouren-Laurens and Rev, issued by the LA-RWQCB on September 19, 2014.

³ “MLOC/LOC Dischargers” means MLOC Dischargers and LOC Dischargers. “LOC Dischargers” means Leach Oil Company, Inc. (“LOC”), a California corporation; Leach Property Management, a California limited partnership; and Patricia Leach, an individual. “MLOC Dischargers” means: the Estate of Emma Mouren-Laurens, the administrator of which is currently Nicole Mouren-Laurens; the Estate of Joseph Mouren-Laurens, Sr., the administrator of which is currently Claudine Mouren-Laurens; Mouren-Laurens Oil Company, a California corporation (“MLOC”); and Mireille Mouren-Laurens, an individual. The Estates of Emma Mouren-Laurens and the Estate of Joseph Mouren-Laurens are referred to jointly as the “MLOC Estates”.²

Framework⁴, and is inconsistent with the specific oversight protocols for agency selection and approval of the final remedial action plan set forth in the 2014 CAOs.⁵ The LA-RWQCB failed to publicly notice, circulate, solicit at least 30 days public comment, and then review both site-specific cleanup goals and a complete feasibility study of all remedial alternatives, prior to the Effective Date of the Agreement (“Feasibility Study”). In addition, the LA-RWQCB failed to timely comply with CEQA by the Agreement’s Effective Date. As of the Effective Date, the LA-RWQCB failed to notice, circulate for the mandatory public comment period, review or hear any initial study/mitigated negative declaration supporting its mandated funding, selection and/or conditional approval of the EKI RAP, in violation of CEQA.

I. Name and Address of Petitioner

Petitioner Rev is a limited liability corporation who may be contacted through its counsel of record as shown on the caption page hereof. Petitioner Rev has been named as a discharger/responsible party, jointly and severally with MLOC Dischargers, in the 2014 MLOC CAO. LOC Dischargers have been named as the dischargers/responsible parties under the 2014 LOC CAO.

II. The Regional Board Action for which this Petition for Review is Sought

This petition challenges the LA-RWQCB’s failure to notice, circulate for at least 30-days public comment, and publicly hear and review, the mandatory Feasibility Study supporting

⁴ “State TSDf Cleanup Oversight Framework” means California Health and Safety Code section 25204.6 (governing when and how a regional water quality control board may oversee cleanup of a TSDf subject to RCRA/Cal-RCRA oversight by DTSC through the date of cleanup completion certification by DTSC), the SWRCB’s Land Disposal SB 1032 Framework promulgated thereunder, SWRCB Policy 92-49 and SWRCB Policy 96-079, and all TSDf cleanup oversight standards in the National Contingency Plan, 40 CFR Part 300 et seq., and all cleanup oversight requirements applicable to the TSDf under LOC Dischargers’ RCRA Part B permit and/or RCRA TSDf cleanup regulations at 40 C.F.R. Ch. 1 et seq.

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selection and/or approval of the EKI RAP as the final remedial action plan, as well as all CEQA study required prior to selection, mandated funding, and/or approval of the EKI RAP under the challenged Agreement by that Agreement's Effective Date. A copy of the Agreement is attached hereto as Exhibit A.

III. The Date the Regional Board Failed to Act or Acted

The date the LA-RWQCB Executive Officer failed to comply with the Feasibility Study review requirements and with CEQA, notwithstanding prior effectuation of the LA-RWQCB's commitment to and selection, funding, performance and completion of the EKI RAP as the final remedial action plan, is on July 11, 2024. July 11, 2024 is the "Effective Date" under the Agreement pursuant to sections 3.2 and 17 thereof. The LA-RWQCB filed the request for dismissal of the MLOC/LOC Dischargers from the State Cleanup Action on July 18, 2024. Section 17 of the Agreement requires that said dismissal be filed within 5 business days of full trust deposit of the \$9.8 million payment, which is also the last condition precedent for the Agreement under Section 3.2.3 thereof. The Effective Date is the first date by which the Agreement's terms and conditions take effect in selecting and committing to the EKI RAP as the final remedial action plan under the 2014 CAO. July 11, 2024 also is the effectuation date of the Agreement's mandates to perform, fund and complete the EKI RAP under the 2014 CAOs.

July 11, 2024 is also the Effective Date by which CEQA compliance and review was required, prior to effectuation and mandatory implementation and completion of the EKI RAP pursuant to the July 11 2024 Effective Date therefor.

IV. Statement of Reason's the LA-RWQCB's Inaction/Action is Inappropriate, Improper or Unlawful

As of the Effective Date, the LA-RWQCB selected the EKI RAP as the final remedial action plan, mandated performance and funding of the EKI RAP exclusively, and/or effectuated the level of approval allowed only after completion of CEQA compliance and Feasibility Study/remedial action quality assurance protocols in SWRCB Water Policy resolution 92-49 (among others), the State TSDf Cleanup Oversight Framework, and agency approval protocols in paragraph 15 and section 3.a.ii-iii of the 2014 MLOC CAO, among other matters. The LA-

RWQCB's commitment to, selection of, and performance and completion directives to MLOC/LOC Dischargers under the 2014 CAOs for, and exclusive funding of, the EKI RAP, and funding requirements therein, on and as of the Effective Date, is inconsistent with all applicable cleanup quality standards. The LA-RWQCB's failure to comply with all Feasibility Study (or RCRA Corrective Measures Study) public notice, circulation, comment period, hearing and review requirements, prior to the Effective Date of July 11, 2024, violates and is inconsistent with SWRCB Water Policy resolution 92-49, the 2014 CAO oversight protocols in paragraph 15 and order section 3, as well as RCRA and CERCLA and other cleanup oversight regulations for TSDFs incorporated under the State TSDF Cleanup Oversight Framework.

V. How Petitioner Rev is Aggrieved

Petitioner Rev is aggrieved by the LA-RWQCB's inactions and actions, as the foreclosing lender and thus current owner of the Former MLOC Site in Compton, California⁶ and the resulting inclusion of Rev as a named discharger and responsible party under the 2014 MLOC CAO. The LA-RWQCB's selection, mandates for performance and/or funding under the Agreement, and/or other approval of the EKI RAP – without prior Feasibility Study and all public notice, circulation and solicitation of public comment for at least 30 days, and/or hearing and other review thereof, the final remedial action plan is inconsistent with oversight and cleanup quality standards mandated by (a) SWRCB policy resolutions, including without limitation SWRCB policy resolution 92-49, (b) the oversight protocols set forth in the 2014 MLOC CAO consistent with SWRCB policy 92-49, and the State TSDF Cleanup Oversight Framework that superimposes on TSDF cleanups overseen by any water board the NCP and

⁶ “Former MLOC Site” means the real property at 641, 705, 715, and 719 E. Compton Blvd., Compton CA 90220. “Sites” means the MLOC Site and the LOC Site. “LOC Site” means the real property and remaining TSDF improvements, equipment and fixtures at and underground at 625 E. Compton Blvd., Compton, CA 90220 and 15006 S. Avalon Blvd., Gardena, CA 90248.

RCRA requirements for Feasibility Study. The EKI RAP applies soil vapor extraction to semi-volatiles that simply cannot be effectively treated that way; applies soil vapor extraction to solvents in soils heavily saturated with TPH and thus is ineffective and unduly delays treatment of key groundwater contamination sources; ignores cost-efficient spot heat treatment enhancement for 1,4 dioxane and other semi-volatiles proposed by Rev; and ignores cost effective and swift heat treatment remediation, recently approved after development and testing in Europe, in lieu of costly removal of free product saturated soils and soil vapor extraction extending for up to 15 years. Indeed, the shocking length of the completion schedule is itself an admission of the chosen remedial approach's likely ineffectiveness and/or untimeliness. A Feasibility Study is needed to confirm the most effective, most prompt remedial approach upfront and confirm Water Code- quality (and CERCLA⁷- and RCRA- quality) cleanup standards upfront, to maximize scarce remediation funding. The Agreement imposes a 15-year completion schedule. The LA-RWQCB first began oversight from a 1965 spill by MLOC Dischargers, began corrective action by no later than 1985 and had multiple CAOs from it and other agencies that were not enforced.

As for the agency's failure to comply with CEQA, Rev is aggrieved in that Rev and its licensees bear the brunt of the adverse environmental impacts, including without limitation to

⁷ "CERCLA" is the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq. and all regulations promulgated thereunder, including the National Contingency Plan at 40 C.F.R. Part 300, and the state equivalent Hazardous Substances Account Act at Health & Safety Code, § 25300 et seq. ("HSAA"), together with any and all regulations promulgated by DTSC under its state delegated a CERCLA/HSAA authority. "RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C. section 6901 et seq. and all regulations promulgated thereunder including without limitation 40 C.F.R. Part 265 et seq., together with the California Hazardous Waste Control Law, Health and Safety Code Div. 20 Ch. 65, and California Code of Regulations title 22, division 4.5.

health and safety, caused by delayed completion, ineffectual remediation, and/or vapor exposure from the groundwater sparging system in the EKI RAP and Agreement without the mitigation measures required to be reviewed and approved before the EKI RAP can be selected as the final remedial action plan, mandated to be funded and performed, and/or otherwise approved by the LA-RWQCB.

Rev is further aggrieved in that the LA-RWQCB's inconsistency with SWRCB Water Policy 92-49 and the NCP impairs and/or imperils funding needed for cleanup completion through private (or agency) claims against dischargers who, unlike Rev, actually have the financial resources remaining to complete the remediation, to the extent not covered by the pre-existing cleanup trusts. Failure to choose final remediation inconsistent with the process therefor set out in the National Contingency Plan or parallel Feasibility Study requirements under, without limitation, SWRCB Water Policy 92-49, impairs, imperils and may potentially even preclude claims potentially needed for timely completion of TSD cleanup.

Beyond this, the failure of the agency to comply with CEQA puts Rev and all other surrounding property owners, together with any other impacted occupants and residents, at risk of health, safety and other significant adverse environmental impacts from implementation of the EKI RAP.

VI. Petitioner Rev's Requested Action by the State Water Resources Control Board

Petitioner Rev respectfully requests that any and all selection, performance commitments (contractual or by order), funding commitments, and [other] approvals of the EKI RAP, including without limitation the Agreement and all directives, orders and claims based thereon, be invalidated, rescinded and dismissed, as applicable, until the LA-RWQCB fully complies with Feasibility Study requirements including without limitation under SWRCB Water Policy Res. 92-49 and CEQA requirements prior to commitment and/or selection and/or approval of the final remedial action plan under the 2014 MLOC CAO and/or 2014 LOC CAO.

VII. Statement of Petition's Transmission and Prior Comment

Copies of the petition have been sent to the LA-RWQCB and to the discharger, if different from the petitioner. Issues raised in the petition were presented to the regional board

before the regional board acted. Rev exhausted its administrative remedies.

VIII. Statement of Points and Authorities

A. Background Description

i. Hazardous Waste Treatment Facility at the LOC Site.

The TSDF at the LOC Site is the exclusive or virtually exclusive source of contamination at the LOC Site and properties to the west, northwest (cross-gradient) and south of the LOC Site, and the primary if not exclusive source of contamination beyond the LOC Site's eastern boundary to west (including Rev's property). The LOC Site and TSDF thereon includes, among other DTSC-permitted treatment, storage and disposal units, a refinery, a carbon filtration system and a massive unlined, compromised hazardous waste pond.

Since about 1966, LOC Dischargers have owned the LOC Site and TSDF thereon, including without limitation a refinery, hazardous waste skim pond, carbon filtration units, and unlined hazardous waste skin pond. The TSDF is designed to treat, store and dispose of waste oil and other hazardous waste transported to the TSDF and paid for by more than 1000 offsite hazardous waste generators, transporters and arrangers ("PRPs"). Between approximately 1955 and 1966, Joseph Mouren-Laurens, Sr. and Emma Mouren-Laurens, now deceased, owned and operated the industrial oil facility at the LOC Site.

On October 13, 1989, DTSC issued a cleanup and abatement order against LOC for unlawful hazardous waste discharges and threatened discharges and related violations of RCRA/Cal-RCRA. Also in 1989, DTSC obtained a judgment and/or order against LOC from the Los Angeles County Superior Court for various unlawful hazardous waste discharges and threatened discharges from the TSDF at the LOC Site and for resulting monetary reimbursement of cleanup oversight costs and penalties.

On December 14, 1997 and again on November 18, 2008, DTSC denied LOC's applications to operate the TSDF. Also on November 18, 2008, DTSC provided a Notice of Final Decision and Responses to Comments enumerating various discharges and hazardous waste storage violations by LOC, as well as various maintenance failures causing or threatening discharges from TSDF improvements and equipment throughout the LOC Site and other

violations of RCRA/Cal-RCRA and associated regulations applicable to the owner/operators of the TSDF as well as of the Water Code.

On or about December 16, 1997, the Los Angeles County Superior Court issued a judgment against LOC for, among other matters, unlawful hazardous waste discharges from the TSDF at the LOC Site. At the same time, the court enjoined therein all treatment, storage and disposal in any non-compliant units of the TSDF and imposed sanctions and penalties against LOC.

On July 18, 2009, DTSC requested that the LA-RWQCB assume lead cleanup oversight of discharges from and/or at the LOC Site and TSDF thereon. Neither DTSC nor the LA-RWQCB documented compliance with the State TSDF Cleanup Oversight Framework in the transfer. Rev reserves all claims and defenses arising from or related to any lack of jurisdiction or authority of the LA-RWQCB and/or SWRCB as to oversight of the TSDF cleanup without compliance and consistency with TSDF cleanup standards under RCRA and CERCLA and the LOC TSDF interim permit-by-regulation under RCRA.

On September 17, 2014, the LA-RWQCB issued the 2014 LOC CAO naming LOC Dischargers and Roy Leach as responsible parties thereunder.

Unlike LOC Dischargers, Joseph Mouren-Laurens, Sr. and Emma Mouren-Laurens, Rev is not the current or past owner and operator of the LOC Site and TSDF thereon, and unlike LOC Dischargers was not named as a discharger under the 2014 LOC CAO for discharges at and from the LOC Site and TSDF thereon.

ii. Former Oil Packaging Facility at the MLOC Site

Between approximately 1966 and 1997, MLOC Dischargers owned and operated a new motor oil blending and packaging business on the MLOC Site.

According to the December 16, 1987 workplan for assessment and remedial action by Ralph Stone on Geotracker (“1987 MLOC Plan”): “A previous cleanup of contaminated soils was completed in 1984. At that time, contaminated soils 6 inches to 3 feet deep were removed from areas that had visual oil stains. No contamination went deeper than 3 feet. This initial cleanup was supervised by the [Water] Board.”

After additional discharges from MLOC Dischargers' operations after 1984, the LA-RWQCB issued cleanup and abatement order number 87-147 on November 20, 1987 ("1987 CAO") against MLOC and John Mouren-Laurens.

The 1987 MLOC Plan states that MLOC will perform the following in response to the 1987 CAO: "all soils containing oils will be excavated and landfilled at a secure landfill. Based on the results of laboratory analysis of soils based on careful visual inspection of laterally contaminated soils, excavations will remove all contaminated soil."

MLOC Dischargers failed to complete the corrective action required under the 1987 CAO. The LA-RWQCB never filed an enforcement action against MLOC Dischargers for violation of the 1987 CAO.

The LA-RWQCB did not request that the Attorney General petition any court for penalties or other enforcement of the 1987 CAO against MLOC.

The LA-RWQCB has been overseeing and enforcing TSDF cleanup under the Water Code only and has not enforced or attempted to enforce CERCLA/Cal-CERCLA or RCRA/Cal-RCRA cleanup standards.

In 1995, an approximately 15,000 gallon oil tank spilled into the stormdrain and Dominguez Channel six miles away, cleanup of which was overseen through completion by a multiagency task force of DTSC, the Los Angeles County Fire Department ("LAFD"), and California Fish and Game (collectively and individually, "Other Cleanup Agencies"), the oversight fees for which were paid for by MLOC and John Mouren-Laurens under the resulting felony sentencing order issued by the Los Angeles County Superior Court on November 8, 1998 ("Felony Sentencing Order").

The Felony Sentencing Order states that: "Neither defendant [MLOC or John Mouren-Laurens] shall engage in any activity that involves hazardous materials or hazardous waste of any kind."

The Felony Sentencing Order expressly prohibits MLOC (but not LOC Dischargers and/or Mireille Mouren-Laurens) from handling hazardous materials or waste at any time in the future. Nonetheless, the LA-RWQCB selected felon MLOC as the Work Party for the 2014

CAO, as of the Effective Date. The LA-RWQCB did not appoint Patricia Leach and/or LOC as the Work Party. As current TSDf owner/operators, Patricia Leach and LOC are *per se* responsible for performing all cleanup at both Sites to completion under their TSDf interim status permit and RCRA Part B cleanup regulations, as well as the 2014 LOC CAO and then-known TSDf discharges map attached thereto. *See, e.g.*, RCRA Part B regulations at 40 C.F.R. Part 265.

iii. Rev's Acquisition of the Former MLOC Site after Closure of the MLOC Facility Thereon

Rev acquired the MLOC Site on February 10, 1998, as a secured lender under a deed of trust by Mireille Mouren-Laurens and John Mouren-Laurens previously held and sold by the Federal Deposit Insurance Corporation. Rev did not, on acquisition through trustee sale, have the requisite knowledge to be deemed to have consented to or undertaken cleanup, of the MLOC/LOC Dischargers' mess. *Rev 973 LLC v. Mouren-Laurens*, No. CV 98-10690 AHM (Ex), 2009 U.S. Dist. LEXIS 38462, at *31-32 (C.D. Cal. Apr. 22, 2009).

Rev is a passive owner of the Former MLOC Site only. It licenses use for container warehousing. It has been adjudicated in the Federal Cleanup Action (defined below) that Rev did not have possession or control of the Former MLOC Site until about February or March 1999, and that Rev commenced corrective action as soon as it had the necessary access.

In 1998, Rev filed an action for cleanup injunction, cleanup and abatement response costs, and related costs and damages against MLOC Dischargers and John Mouren-Laurens. *Rev 973, LLC, v. John Mouren-Laurens, et al.* (LASC Case No. TC011090, filed 03/11/98, removed 12/31/98 as Case No. CV 98-10690 DSF (Ex) 1.1, revised Case No. 23CMCV00126, in the United States District Federal Court for the Central District of California, Western Division ("Federal Cleanup Action"). The Federal Cleanup Action has been very heavily and actively litigated and mediated, in ways that directly impacted corrective action over time. Among other matters, the court issued case management orders mandating special master-governed proceedings on corrective action at the LOC Site and/or Former MLOC Site, from about 2001 to December 2020. The special masters invited and allowed Water Board representative to attend

and included Water Board counsel on the electronic service list therefor. Consent by MLOC/LOC Dischargers, John Mouren-Laurens, and Roy Leach was required for corrective action. Then, special master approval and/or court approval was obtained. The resulting process was designed by the federal court to both promote and restrain corrective action.

Under the schedule recommended by the special master and ordered by the court, discovery was completed in 2020 and trial in the Federal Cleanup Action was set for September 12, 2023. Over Rev's objections, the September 12, 2023 trial date was vacated, based on MLOC/LOC Dischargers' [empty] representations that they would undertake and fund, through their insurers, 100% cleanup before September 2023.

DTSC⁸ and the LA-RWQCB did not at any time seek corrective action funding under RCRA, CERCLA and comparable state statutes overseen by DTSC from the strictly, jointly and severally liable hazardous waste generators, transporters, and arrangers that deposited their offsite hazardous waste at and by the LOC Site. Had the oversight agencies not ignored deep pocket large volume PRPs, such as Exxon Mobil and Raytheon, the Sites could and would have been entirely cleaned up, with completion certification, years and potentially decades ago, before Rev even existed and acquired the Former MLOC Site. Rev amended its Eighth Amended Complaint in 2014 to include over one thousand PRPs named therein, but ultimately had to dismiss them due to a terminated settlement agreement in 2016, for lack of litigation funds.

On September 19, 2014, the LA-RWQCB issued Cleanup and Abatement Order No. R4-2014- 01 18 ("MLOC CAO").

In 2015 Rev entered into a conditional settlement with MLOC Dischargers' insurers pursuant to which it would perform and indemnify MLOC Dischargers for completion of the 2014 MLOC CAO in exchange for a \$16.38 million settlement from MLOC Dischargers' insurers.

From about 2014 to August 2019, the LA-RWQCB met with Rev and/or Partner

⁸ "DTSC" means the State of California Environmental Protection Action Department of Toxic Substances Control.

Engineering, to develop a final remedial action conceptual action plan for the Sites, with Feasibility Study supporting heat treatment for soils at both Sites as the most prompt and effective remedial approach.

Rev submitted to the LA-RWQCB a draft site conceptual/remedial action plan in about January 2000, which plan was rejected by the LA-RWQCB as premature pending soil vapors retesting and related further assessment, among other matters.

In 2021, Rev submitted soil vapor retesting under a work plan approved by the special master and the LA-RWQCB and a detailed proposed interim remedial action plan for both Sites (“IRAP”). The IRAP proposed soil vapor extraction with spot heat treatment for about 4-1/2 years, together with spot heat treatment of semi-volatiles. The IRAP was expressly scheduled to commence on funding under a conditional settlement between LOC Dischargers and Rev, also entered in 2021. The federal court, however, declined to vacate or continue the trial date for a contribution claims bar motion on the IRAP settlement, and requested that there be no further pursuit of settlement that excluded any of Rev, LOC Dischargers, or MLOC Dischargers – and thus was not “global.”

In about 2022, MLOC Dischargers’ consultant proposed a rough-sketch final remedial action plan, referred to in the Agreement as “EKI’s RAP” or the “EKI RAP” (in reference to MLOC’s consultant, EKI). While it is standard to propose a final remedial action plan with various missing elements to be inserted later after initial feedback and conditions from LA-RWQCB staff, the EKI RAP remains, even now, very incomplete. It is missing necessary standard engineering, pilot study, figures, until the Agreement mandatory scheduling, and any and all Feasibility Study. Cost cap insurers contacted by Rev declined insurance specifically due to such deficiencies and missing elements of the EKI RAP. The EKI RAP also was prepared without necessary advance soil borings to check each TSDF hazardous waste unit, improvement and equipment at the LOC Site – such as the sump abandoned in place without drainage in southwest corner of the TSDF, immediately upgradient from the groundwater well impacted thereby. (In contrast, Rev’s offsite property to the east looks like swiss cheese. The Former MLOC Site has had more soil borings and vapor tests/retests for its size and depth to

groundwater than virtually any other site under LA-RWQCB oversight.)

From at least 2020 through April 10, 2024, the LA-RWQCB's outstanding directives required Rev to not submit, or request conditions for approval of, any final remedial action plan because determined by the LA-RWQCB to be premature. More investigation of soils and vapors at both Sites were requested before any final remedial action plan could be assessed with requisite feasibility study. While Rev timely completed said additional investigations pursuant to the workplan therefor approved by both the LA-RWQCB and the special master in the Federal Cleanup Action, LOC Dischargers failed to perform the workplan for investigation of its TSDF units as potential sources, including vapor testing thereof, specifically assigned to only LOC Dischargers by order of the court/special master in the Federal Cleanup Action.

On April 11, 2022, the LA-RWQCB reversed course, and provided an initial list (pre-final approval) of conditions that must be incorporated into a revised EKI RAP prior to selection or approval thereof (the "LA-RWQCB Conditions Letter"). The LA-RWQCB Conditions Letter expressly acknowledges, in a footnote, that the LA-RWQCB is not providing final approval as to the EKI RAP within that letter. Rather, the LA-RWQCB's approval would be allowed only after CEQA compliance, which had not yet occurred. The LA-RWQCB Conditions Letter includes a condition that EKI develop, prior to approval, mitigations of the vapor exposure created by EKI's RAP groundwater sparging into the community's air, instead of funneling the dangerous vapors safely into new and additional soil vapor extraction wells at the groundwater sparging location.

The LA-RWQCB never publicly posted any notice of the CEQA-mandated Initial Study/Mitigated Negative Declaration on the EKI RAP. Nor did it solicit public comments thereon within the CEQA-set period therefor or review said CEQA study and public comments prior to the commitments to the EKI RAP effectuated on the Effective Date of the Agreement.

The 2014 MLOC CAO does not impose a schedule for completion.

In the last quarter century, Rev advanced almost \$7 million for corrective action/response costs. The majority of this staggering amount had to be borrowed and is still owing.

In contrast, MLOC/LOC Dischargers were under CAOs decades before the 2014 CAOs,

but did virtually nothing under them or the 2014 CAOs. Since about 1998 MLOC/LOC Dischargers collectively had about \$25 million in insurance, virtually all of which had no applicable pollution exclusions. Shockingly, the LA-RWQCB never enforced the 1987 and 1989 CAOs against MLOC/LOC Defendants. Moreover, as of the Effective Date of July 11, 2024, the LA-RWQCB purported to forfeit and forego at least \$15 million of their \$25 million in insurance coverage that under the Agreement. *See Hamilton v. Maryland Cas. Co.*, 27 Cal. 4th 718, 7242 (2002) ("From the covenant of good faith and fair dealing implied by law in all contracts, and from the liability insurer's duty to defend and indemnify covered claims, California courts have derived an implied duty on the part of the insurer to accept reasonable settlement demands on such claims within the policy limits.")

iv. The LA-RWQCB's Final Selection, Mandated Performance and Funding, Commitment to and/or Approval of the EKI RAP under the Agreement, Despite Failure to Comply with Feasibility and CEQA Study Oversight Standards Therefor.

The Federal Cleanup Action was set for trial on September 12, 2024. Rev completed all of its corrective action work plans with the completion schedule set forth therein, as approved by the special master, court and LA-RWQCB. Rev spent almost \$7 million in connection therewith. The result is an incredibly exhaustive set of Phase I and Phase II reports on soils, vapor and groundwater conditions at, by and downgradient from Rev's property. In doing so for the past quarter century, Rev exhausted all resources. It drained its capital and any earnings capital, suffered decades of virtually no net income, and borrowed millions still outstanding.

Nonetheless, on January 27, 2023, the Attorney General's Office, on behalf of the People of the State of California *ex rel.* LA-RWQCB, filed a complaint against Rev, MLOC Dischargers, and LOC Dischargers. Complaint ("Complaint") filed 1/27/23 in *People of the State of California ex rel. Regional Water Quality Control Board, Los Angeles Region v. Mouren-Laurens Oil Company, Inc. et al.*, filed January 27, 2023, LASC Case No. 23CMCV00126 ("State Cleanup Action"). Said complaint seeks injunctive relief and petitions the superior court to assess and impose penalties under Water Code section 13350 against LOC

Dischargers for alleged violations of the 2014 LOC CAO and against MLOC Dischargers and Rev for alleged violations of the 2014 MLOC CAO.

On May 2, 2024, the superior court in the State Action issued a ruling and order determining good faith allocation of “fair share” to MLOC/LOC Dischargers under the Agreement, and barring claims [within the state court’s jurisdiction] for contribution and indemnity against the MLOC/LOC Dischargers arising from discharges by MLOC/LOC Dischargers.

The Agreement, under its own terms, does not go into effect at all until all conditions precedent are met, the last of which is the date that the MLOC/LOC Dischargers’ insurers deposited \$9.8 million into a trust therefor. Agreement section 3.2. The Agreement also mandates that the LA-RWQCB file a request for dismissal of MLOC/LOC Dischargers from the State Action within 5 business days of the Effective Date (which Effective Date cannot occur prior to deposit of said \$9.8 million into the trust therefor). Agreement section 17. The LA-RWQCB failed to comply with SWRCB Water Policy resolution 92-49, the oversight protocols in paragraph 15 and section 3 of the 2014 CAOs, and the State TSDF Cleanup Oversight Framework prior to the Effective Date of the selection, mandated performance and approval of the EKI RAP pursuant to the Agreement. The LA-RWQCB also failed to comply with CEQA prior to the Effective Date of its approval of the EKI RAP under the Agreement, including without limitation the mandates therein that cleanup trust funding be applied exclusively to work under the EKI RAP and that the EKI RAP be performed starting on the Effective Date and completed pursuant to the schedule attached as Exhibit A to the Agreement.

The MLOC/LOC-Water Board Agreement requires all funds in the Cleanup Trust deposited by MLOC/LOC Dischargers’ insurers to be applied the EKI RAP as the final remedial action plan and appoints MLOC as the Work Party.

B. The LA-RWQCB is Required to Publicly Notice, Circulate for Comment, Hear and Review a Feasibility Study Supporting the EKI RAP Remedial Alternative and CEQA Initial Study/Mitigated Negative Declaration addressing the EKI RAP’s Adverse Impacts, Prior to Selecting, Committing to, Mandating

Performance and Funding of, and/or Approving the Final Remedial Action Plan

According to the California Supreme Court, “before conducting CEQA review, agencies must not ‘take any action’ that significantly furthers a project ‘in a manner that forecloses alternatives or mitigation measures that would ordinarily be part of CEQA review of that public project.’ (Cal. Code Regs., tit. 14, § 15004, subd. (b)(2)(B); accord, [*Concerned McCloud*] [*Citizens v. McCloud Community Services Dist.* (2007)] 147 Cal.App.4th [181] at p. 196 [agreement not project approval because, inter alia, it ‘did not restrict the District’s discretion to consider any and all mitigation measures, including the ‘no project’ alternative’]; *Citizens for Responsible Government* [*v. City of Albany* (1997) 56 Cal.App.4th 1199,] 1221 [development agreement was project approval because it limited city’s power ‘to consider the full range of alternatives and mitigation measures required by CEQA’].)” *Save Tara v. City of W. Hollywood*, 45 Cal. 4th 116, 138-139 (2008). Agencies also must not “take any action” that significantly furthers a project “in a manner that forecloses alternatives or mitigation measures that would ordinarily be part of CEQA review of that public project.” *Id.*; Cal. Code Regs., tit. 14, § 15004, subd. (b)(2)(B).

The Agreement relies on, and restricts all funding to, the EKI RAP, and required performance and completion of the EKI RAP in particular as the final remedial action plan, effective as of the July 11, 2024 Effective Date. Similarly, MLOC/LOC Dischargers never provided the mandatory feasibility study of alternatives (and accompanying site-specific cleanup goals) also required before approval of any final RAP. SWRCB Water Policy Res. 92-49 section III.A-D; *see also* 2014 MLOC CAO findings paragraph 15 and order section 3.a.ii-iii. The goal of Feasibility Study is to compare remediation alternatives, including those proposed by Rev and the LA Water Board itself in past site conceptual remediation plans, to find the most prompt, most effective remediation feasible. Additional conditions, modifications and amendments to RAPs are routinely developed through both these processes. Rev and other surrounding impacted property owners and tenants, as well as the PRPs, have a particular interest in participating in and commenting on Feasibility Study and CEQA study results prior to or as part of final remedial action plan selection, funding, mandated performance and any other

commitment and approval by the LA-RWQCB.

Published decisions confirm that regional water boards routinely comply with feasibility study review requirements, prior to selection, commitment, or approval of a final remedial action plan, under SWRCB Policy res. 92-49. *See, e.g., Atl. Richfield Co. v. Cal. Reg'l Water Quality Control Bd.*, 85 Cal. App. 5th 338, 372, 301 Cal. Rptr. 3d 316, 343 (2022) (feasibility study review done).

In any event, the LA-RWQCB must comply with the State TSDF Cleanup Oversight Framework to retain jurisdiction and oversight authority as to the TSDF cleanup. *See generally* State TSDF Cleanup Oversight Framework, defined in footnote 4 above. This means that, the LA-RWQCB must assure not only Water Code RAP-quality standards, but also meet the remedial action planning and oversight standards required under CERCLA, as well as under RCRA and the interim TSDF cleanup regulations incorporated by law into LOC Dischargers' TSDF permit obligations. *See, e.g.,* 40 CFR § 300.430 et seq.; *see also* https://www.epa.gov/sites/default/files/2016-01/documents/rcra_correctivemeasurestudyattc.pdf (summarizing corrective measures study and public participation requirements under RCRA required prior to final RAP selection for TSDF cleanups). Feasibility study and public notice, circulation, public comment, hearing and review prior to final remedial action plan selection are critical components of TSDF cleanup oversight requirements. *See generally Carson Harbor Village, Ltd. v. Unocal Corp.* (9th Cir. 2001) 270 F.3d 863, 870–871 (Carson Harbor I) [en banc].) The primary objective of a feasibility study is “to ensure that appropriate remedial alternatives are developed and evaluated such that relevant information concerning the remedial action options can be presented to a decision-maker and an appropriate remedy selected.” 40 C.F.R. § 300.430(e)(1).

Courts have consistently held that, to meet TSDF cleanup quality standards, final remedial action cannot be selected, committed to or otherwise approved without upfront, advance consistency with applicable Feasibility Study requirements. *See Carson Harbor Vill., Ltd. v. Cty. of L.A.*, 433 F.3d 1260, 1269 (9th Cir. 2006); *City of Colton v. Am. Promotional Events, Inc.-West*, 614 F.3d 998, 1002 (9th Cir. 2010).

August 11, 2024

LAW OFFICES OF BETH S. DORRIS

/S/Beth S. Dorris

BETH S. DORRIS

Attorney for Defendant REV 973, LLC,
a California limited liability corporation

CC by email by August 12, 2024 to:

Michael J. Fitzgerald
Fitzgerald Kreditor Bolduc Risbrough LLP
2 Park Plaza, Suite 850
Irvine, CA 92614
E-Mail: mfitzgerald@fkbrlegal.com

Attorneys for Defendants/Cross-Defendants
Leach Oil Company, Inc.; Leach Property
Management; and Patricia Leach

Timothy Cronin
The Cronin Law Group, P.C.
390 Bridge Pkwy, Suite 220
Redwood City, CA 94065-1061
E-Mail: tcronin@crolaw.com

Attorneys for Defendants/Cross-Defendants
Mouren-Laurens Oil Company, Inc.;
Mireille Mouren-Laurens; [Claudine
Mouren-Laurens as the administrator of the]
Estate of Joseph Mouren-Laurens; [Nicole
Mouren-Laurens as the administrator of the]
Estate of Emma Mouren-Laurens

Noah Golden-Krasner
Deputy Attorney General
300 South Spring Street, Suite 1702
Los Angeles, CA 90013-1230 Telephone:
(213) 269-6345
Fax: (916) 731-2128

Attorneys for California Regional Water
Quality Control Board, Los Angeles Region

Exhibit A

LA-RWQCB Agreement re EKI RAP Effective July 11, 2024

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into by, between and among Plaintiff the People of the State of California, ex rel. Regional Water Quality Control Board, Los Angeles Region (“Los Angeles Water Board”); Defendants Leach Oil Company, Inc., Patricia Leach, also known as Patricia Benetatos, and Leach Property Management (collectively, “LOC Defendants”); and Mouren-Laurens Oil Company, Inc., Mireille Mouren-Laurens, The Estate Of Joseph Mouren-Laurens and The Estate Of Emma Mouren-Laurens (collectively, “MLOC Defendants”; LOC Defendants and MLOC Defendants together, “Defendants”; Los Angeles Water Board, LOC Defendants and MLOC Defendants collectively, “Parties”) as of the Effective Date of this Agreement.

1. RECITALS

1.1. WHEREAS, between approximately 1966 and 1998, Leach Oil Company, Inc. (“LOC”) owned and operated a waste treatment, storage and disposal facility (“TSDF”) on the property located at 625 E. Compton Boulevard and 15006 South Avalon Boulevard, Compton, California (“LOC Site”);

1.2. WHEREAS, in 1998, LOC ceased operations and the LOC Site is currently vacant;

1.3. WHEREAS, between approximately 1965 and 1997, Mouren-Laurens Oil Company, Inc. (“MLOC”) owned and operated a new oil blending and packaging business on the property located at 641, 705, 717 and 719 East Compton Boulevard, Compton, California (“MLOC Site”; MLOC Site and LOC Site together, “Sites”);

1.4. WHEREAS, in 1998, after MLOC ceased operations on the MLOC Site, Rev 973, LLC (“Rev”) acquired title to the MLOC Site and is the current owner of the MLOC Site;

1.5. WHEREAS, via a letter dated July 8, 2009, the Department of Toxic Substances Control advised the Los Angeles Water Board that “the [Los Angeles Water Board] should take the lead in overseeing the cleanup of the Leach Oil Company site as well and take appropriate measures to ensure this property does not pose a threat to human health and the environment”, and the Los Angeles Water Board has jurisdiction over the remediation of the Sites and is otherwise delegated with the requisite authority to oversee the clean up and remediation of the Sites;

1.6. WHEREAS, on or about September 17, 2014, the Los Angeles Water Board issued Cleanup and Abatement Order Nos. R4-2014-0117 (“MLOC CAO”) and R4-2014-0118 (“LOC CAO”; MLOC CAO and LOC CAO together, “CAOs”);

1.7. WHEREAS, the CAOs provide that the parties named therein, as the alleged current and former owners and/or operators of the Sites, are required to investigate the extent of the contamination and remediate the contamination on those Sites;

1.8. WHEREAS, on January 27, 2023, the Los Angeles Water Board filed a Complaint in Los Angeles County Superior Court, Case No. 23CMCV00126, against Defendants and Rev, alleging claims for injunctive relief and civil liability based on Defendants’ and Rev’s alleged failure to comply with the terms of the CAOs (“Action”);

1.9. WHEREAS, the Complaint alleges that the operations of LOC and MLOC caused contamination in the soil and groundwater at and near the Sites by solvents, petroleum hydrocarbons, volatile organic compounds (“VOCs”), semi-volatile organic compounds (“semi-VOCs”), polychlorinated biphenyls (“PCBs”), metals, pesticides and emergent chemicals such as 1,4-Dioxane;

1.10. WHEREAS, the Complaint alleges that Defendants failed to comply with the CAOs and, therefore, violated Water Code section 13304 which provides that the Los Angeles Water Board can request an injunction from a superior court requiring compliance with the CAOs and can assess civil liability, penalties and response costs pursuant to Water Code sections 13350 and/or 13351;

1.11. WHEREAS, in the Action, the LOC Defendants and MLOC Defendants have filed Answers to the Los Angeles Water Board’s Complaint wherein they deny, generally and specifically, the allegations contained in the Complaint and, additionally, assert various affirmative defenses to the claims and allegations alleged in the Complaint;

1.12. WHEREAS, in response to the CAOs, the MLOC Defendants’ environmental consultant, EKI Environment & Water, Inc. (“EKI”), prepared and submitted to the Los Angeles Water Board, a remedial action plan (“RAP”) for the investigation and remediation of the Sites consistent with the conditions required by the Los Angeles Water Board, including investigation and remediation requirements contained in the CAOs, and a budget for EKI’s implementation of the RAP; and this Agreement, inclusive of Exhibit A, shall define the LOC and MLOC Defendants’ legal obligations under this Agreement;

1.13. WHEREAS, the Los Angeles Water Board has reviewed, modified and conditionally approved EKI's RAP as modified, and such RAP, along with this Agreement, shall not be interpreted to be inconsistent with applicable laws, if any, including but not limited to the California Environmental Quality Act ("CEQA"), in its construction, and any modifications to the RAP, if any, shall not otherwise affect the enforceability of this Agreement;

1.14. WHEREAS, the LOC Defendants and MLOC Defendants have agreed to implement the RAP, as may be modified, if necessary, consistent with CEQA, on the terms and conditions contained in this Agreement;

1.15. WHEREAS, this Agreement contemplates that EKI will continue to be the consultant of record for the MLOC Defendants, but the MLOC Defendants may retain additional and/or different consultant(s) to carry out performance of the RAP, and any references to EKI in this Agreement will be interpreted to include any such consultant(s);

1.16. WHEREAS, the Parties agree that the resolution embodied in this Agreement is fair and reasonable and fulfills the Los Angeles Water Board's enforcement objectives; that its terms are appropriate in light of the Defendants' commitments to remediate the contamination at and around the Sites as set forth herein, and to be bound by the alleged civil liabilities provisions contained in this Agreement; and that this Agreement is in the best interest of the public;

1.17. WHEREAS, the Parties have each determined, in consultation with their respective counsel, that it is desirable and beneficial for them to resolve their disputes in the manner and on the terms and conditions set forth herein, in order to avoid the costs, inconvenience and uncertainty of litigation;

1.18. WHEREAS, the Parties now desire to compromise, settle and resolve fully and finally the Action and the allegations in the Complaint on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for the good and valuable consideration contained in this Agreement, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

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2. INCORPORATION OF RECITALS

2.1. The statements in each recital in Section 1 of this Agreement constitute part of this Agreement and are incorporated by reference in each covenant, term, and condition of this Agreement.

3. DEFINITIONS

3.1. General Definitions: The following definitions apply wherever those terms appear throughout this Agreement. Each defined term stated in a singular form includes the plural form, and vice versa; and the words “include,” “includes,” and “including” are not limiting and mean “including but not limited to.”

3.2. Effective Date: “Effective Date” means the date upon which the following have occurred for which the completion of these following shall result in an enforceable Agreement:

3.2.1. This Agreement has been approved, executed and delivered by each of the Parties and their respective attorneys (the “Execution Date”);

3.2.2. The Trial Court issues a Good Faith Settlement Order determining that the settlement of the Action, if consummated pursuant to the terms of this Agreement, is made in good faith under California Code of Civil Procedure Sections 877 and 877.6; and

3.2.3. The total sum of \$9,800,000.00 is deposited into the QSF as defined in Section 7.1 below.

3.3. Porter-Cologne Water Quality Control Act: Except where otherwise expressly defined in this Agreement, all terms shall be interpreted consistent with the Porter-Cologne Water Quality Control Act, Water Code sections 13300 et seq., including the regulations promulgated pursuant to those sections.

3.4. Claims: “Claims” means all claims, counter-claims, actions, causes of action, counts, rights, obligations, liabilities, duties, demands, requests, suits, lawsuits, orders, judgments, settlements, and any other assertions or allegations of injury, damage, liability or responsibility of any kind, type or description whether legal or equitable including whether sounding in tort, contract, equity, strict liability, or any other statutory, regulatory, administrative or common law cause of action of any kind.

3.5. Trial Court: “Trial Court” means the Los Angeles County Superior Court where the Action is currently pending before the Honorable Mitchell Beckloff.

3.6. Good Faith Settlement Order: “Good Faith Settlement Order” means an order issued by the Trial Court determining that the Parties’ settlement of the Action pursuant to the terms of this Agreement is made in good faith under California Code of Civil Procedure Sections 877 and 877.6. The Parties agree that the Trial Court’s issuance of a Good Faith Settlement Order is a mandatory condition precedent that must be satisfied for this Agreement to be legally effective. This Agreement shall be void and unenforceable from the outset if the Trial Court in the Action declines to enter a Good Faith Settlement Order.

3.7. Person: “Person” means any natural person, class or group of natural persons, corporation, proprietorship, partnership, association, trust or any other Entity or organization, including any federal, provincial, tribal, state, county, city or municipal governmental or quasi-governmental body, and any political subdivision, department, agency or instrumentality thereof.

3.8. Entity: “Entity” means any Person, corporation, partnership, association, business, enterprise, limited liability company, joint stock company, joint venture, estate, trust, organization, federal, state, local, or any federal, provincial, tribal, state, county, city or municipal governmental or quasi-governmental body, and any political subdivision, department, agency or instrumentality thereof.

4. COMPLAINT AND SCOPE OF AGREEMENT

The Complaint in this Action alleges that Defendants violated Water Code section 13304, and requests an injunction requiring compliance with the CAOs and civil liability pursuant to Water Code sections 13350 and/or 13351. This Agreement resolves all allegations and violations allegedly made in the Complaint in the Action as to Defendants on the covenants, terms and conditions set forth herein. This Agreement does not resolve, in whole or in part, any allegations and violations made in the Complaint in the Action against Rev and the Los Angeles Water Board expressly retains any rights and remedies as to Rev including claims for civil liability as alleged in the Complaint.

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5. JURISDICTION AND VENUE

The Parties agree that the Superior Court of California, County of Los Angeles, has subject matter jurisdiction over the matters alleged in the Complaint and personal jurisdiction over the Parties to this Agreement, and that the Superior Court for the County of Los Angeles is the proper venue for the Action.

6. COMPLETION OF INVESTIGATION AND REMEDIATION TASKS

6.1. In exchange for the consideration described in this Agreement, the sufficiency of which is acknowledged by the Parties, including but not limited to the releases set forth below, MLOC has agreed to be the work party for the performance of the RAP, to perform the work described in Section 6.2 of this Agreement, via EKI or any other contractor, as deemed appropriate by MLOC. MLOC hereby covenants and agrees that it will maintain its status as an active corporation in good standing in California until completion of the Project Tasks as defined below. The Parties also agree that this Agreement is a contract that can be enforced under any applicable provision of California law, including Water Code section 13304, subject to the terms and conditions contained in this Agreement.

6.2. Completion of Project Tasks: Upon the Effective Date of this Agreement, Defendants shall commence to perform and complete all projects, tasks, and obligations contained in EKI's RAP for the Sites including any modifications, as necessary, consistent with CEQA ("Project Tasks"), attached hereto as Exhibit A, pursuant to the covenants, terms and conditions of this Agreement including those covenants, terms and conditions governing the schedule for EKI's completion of each Project Task. Subject to the terms and conditions contained in this Agreement, if Defendants fail to complete such Project Tasks, they shall not be entitled to the releases in Section 9.5 nor Section 12.

6.3. Quarterly Progress Reports: MLOC, with copies to LOC, shall provide the Los Angeles Water Board quarterly reports which reasonably and sufficiently document their progress toward achieving compliance with Section 6.2 of this Agreement. Such reports shall include, at a minimum:

- The estimated percent completion and status of each task as contained in the EKI RAP dated July 26, 2021, and as conditioned and modified by the Los Angeles Water Board's approval letters dated August 19, 2021 and April 11, 2022; and

- Tables and/or figures which present a summary of data collected during the reporting period, including concentration trends for all chemicals of concern, and any pounds of chemicals removed or cubic yards of impacted soil removed.

7. INVESTIGATION AND REMEDIATION FUND

7.1. Total Settlement Proceeds: Subject to all terms and conditions in this Agreement, within 15 days of the occurrence of the terms in sections 3.2.1 and 3.2.2 above, Defendants shall pay or cause to be paid a combined total sum of \$9,800,000.00 (“Total Settlement Proceeds”) into a Qualified Settlement Fund, as that term is used in 26 CFR § 1.468B-1, (“QSF”) for the purpose of funding the clean up and remediation of the Sites (“QSF Agreement”). The Parties agree that any interest generated by the Total Settlement Proceeds shall be available to satisfy the financial obligations contained in this Agreement, and the Total Settlement Proceeds shall be used to pay any administrative fees, as well as any tax obligations, that are created by virtue of the interest generated by the Total Settlement Proceeds.

7.2. Primary and Secondary Funds: The Total Settlement Proceeds are comprised of \$7.5 million (“Primary Funds”), which shall be used solely for EKI’s completion of the Project Tasks pursuant to Section 6.2 of this Agreement and an additional \$2,300,000.00 (“Secondary Funds”) for cost overruns, if any, incurred by EKI during EKI’s completion of the Project Tasks pursuant to Section 6.2 of this Agreement. In addition, the Total Settlement Proceeds include all interest and income generated by the QSF, less any administrative fees incurred by, and any taxes paid from, the QSF. The Secondary Funds and any interest or income accrued in the QSF, less any administrative fees incurred by, and any taxes paid from, the QSF, are intended to be used if, for any reason, the Project Tasks cannot be completed with the Primary Funds. The administrator of the QSF will be responsible for accounting of the Primary Funds, Secondary Funds, and any accruing interest, and filing all tax documents for the funds held in the QSF and the parties shall reasonably cooperate with the QSF administrator to assist them in discharging their accounting responsibilities pursuant to this paragraph. The information relating to the accounting of Total Settlement Proceeds by any Party shall be made available to any other Party upon reasonable notice and written request of the Party requesting such accounting information.

7.3. Contractor Payment Procedure: The contractor(s) shall submit to the Los Angeles Water Board monthly invoices which describe in sufficient detail the charges for services performed and costs for expenses incurred and the Project Task to which such services and costs correspond. Within thirty (30) days of receiving the contractor(s) monthly invoices, the Los Angeles Water Board shall either approve the monthly invoice from the contractor(s) or provide the contractor(s) with written notice describing in sufficient detail the bases for any disputed charges and/or costs. If the Los Angeles Water Board disputes only a portion of the charges and/or costs contained in any monthly invoice, the Los Angeles Water Board shall authorize for payment the undisputed portion of the charges and/or costs within thirty (30) days of receiving the monthly invoice from the contractor(s). Within thirty (30) days of the contractor(s) receiving the Los Angeles Water Board's written notice disputing the contractor(s) charges and/or costs contained in any monthly invoice, the Los Angeles Water Board and the contractor(s) shall meet and confer to resolve payment for such disputed charges and/or costs. Within 10 business days of the approval of any contractor invoice or portion of a contractor invoice, the Los Angeles Water Board will inform the administrator of the QSF of the approved amount for payment, and the administrator of the QSF will thereafter remit payment from the QSF to the contractor(s) for the approved charges and costs incurred after the Effective Date of this Agreement to perform the Project Tasks until no monies remain in the QSF.

7.4. Surplus Funds Uses: If any funds remain in the QSF upon completion of the Project Tasks ("Surplus Funds"), then the Surplus Funds shall be spent as follows, in the following order, until exhausted:

- 7.4.1. First, on any remaining remediation of contamination at the Sites not addressed via the Project Tasks to make the Sites eligible for a No Further Action determination.
- 7.4.2. Second, on downgradient groundwater and/or vapor intrusion contamination migrating from the Sites.
- 7.4.3. Third, to the Los Angeles Water Board for any unpaid oversight costs, if any, related to the Sites.

7.4.4. Fourth, on one or more mutually agreeable environmentally beneficial project(s) consistent with the terms of the State Water Resources Control Board ("State Water Board")'s Policy on Supplemental Environmental Projects ("SEP").

7.4.5. Fifth, if the Parties cannot agree on a SEP, all remaining Surplus Funds shall be paid to the Waste Discharge Permit Fund by check payable to "Waste Discharge Permit Fund" and referencing this case number and shall put the words "Enforcement Payment" on the memorandum line and submit to the State Water Resources Control Board addressed to:

Accounting Office
Attn: Enforcement Payment
State Water Resources Control Board
P.O. Box 1888
Sacramento, CA 95812-1888

Copies of these payments shall be sent to:

Regional Water Quality Control Board, Los Angeles Region
320 West Fourth Street, Suite 200
Los Angeles, California 90013
Attention: Hugh Marley

7.5. SCAP Funding: In the event the Total Settlement Proceeds are insufficient to pay for the completion of the Project Tasks, Defendants agree they will use commercially reasonable efforts, independently or jointly (whichever approach is most likely to succeed), to diligently pursue funding from the State Water Board's Site Cleanup Subaccount Program ("SCAP") to pay for completion of the Project Tasks, and to cooperate in the expenditure of SCAP funds on the Sites. Defendants have had the opportunity to research the applicable rules for SCAP funding and agree to abide by such rules such that any SCAP funds that are granted will be applied to clean up the Sites until the Los Angeles Water Board determines such remediation is complete.

8. COOPERATION OF PARTIES

8.1. LOC Defendants' Cooperation: The LOC Defendants acknowledge that their cooperation with EKI, the MLOC Defendants, the Los Angeles Water Board, and other Persons or Entities is necessary to facilitate EKI's performance and completion of the Project Tasks. Accordingly, the LOC Defendants shall reasonably cooperate with EKI, the MLOC Defendants, the Los Angeles Water Board, and any other Person and/or Entity as is

reasonably necessary to facilitate EKI's performance and completion of the Project Tasks. The LOC Defendants' cooperation shall include: a) the LOC Defendants providing written permission to EKI and Persons and Entities acting on EKI's behalf to enter and have access to the LOC Site for the purpose of EKI performing and completing the Project Tasks; b) the LOC Defendants cooperating with the MLOC Defendants and their coordination of EKI's implementation of EKI's RAP for EKI's performance and completion of the Project Tasks; and c) the LOC Defendants cooperating with the Los Angeles Water Board to facilitate EKI's performance and completion of the Project Tasks.

8.2. MLOC Defendants' Cooperation: The MLOC Defendants acknowledge that their cooperation with EKI, the LOC Defendants, the Los Angeles Water Board, and other Persons or Entities is necessary to facilitate EKI's performance and completion of the Project Tasks. Accordingly, the MLOC Defendants shall reasonably cooperate with EKI, the LOC Defendants, the Los Angeles Water Board, and any other Person and/or Entity as is reasonably necessary to facilitate EKI's performance and completion of the Project Tasks.

8.3. Los Angeles Water Board's Cooperation: The Los Angeles Water Board acknowledges that its cooperation with EKI, the LOC Defendants, the MLOC Defendants, and other Persons or Entities is necessary to facilitate EKI's performance and completion of the Project Tasks. Accordingly, the Los Angeles Water Board shall reasonably cooperate with EKI, the LOC Defendants, the MLOC Defendants, and any other Person and/or Entity as is reasonably necessary to facilitate EKI's performance and completion of the Project Tasks.

9. PAYMENT OF CIVIL LIABILITIES

9.1. Total Alleged Civil Liabilities: The Los Angeles Water Board alleges in its Complaint that the MLOC Defendants and LOC Defendants failed to comply with the CAOs in violation of Water Code section 13304 and, therefore, are jointly and/or severally liable for civil liabilities ("Total Alleged Civil Liabilities"). The MLOC Defendants and LOC Defendants deny that they have failed to comply with the CAOs in violation of Water Code section 13304 and/or have complete defenses to any alleged failure to comply with the CAOs in violation of Water Code section 13304 as the Los Angeles Water Board alleges in its Complaint; therefore, the MLOC Defendants and LOC Defendants dispute and deny that they are jointly and/or severally liable for civil liabilities as the Los Angeles Water Board alleges in its Complaint. MLOC

Defendants' and/or LOC Defendants' alleged liability for any civil liabilities, and the amount of any alleged civil liabilities, remain in dispute, but the dispute has been stayed pursuant to the reservation of rights and terms in Sections 9.2 and 9.3 below.

9.2. Reservations of Rights to Pursue and Defend Against Claim for Civil Liabilities:

The Los Angeles Water Board hereby reserves any and all rights and remedies it has to assert any Claim for alleged civil liabilities against the MLOC Defendants and/or LOC Defendants pursuant to the terms and conditions of this Agreement based on their alleged failure, or each of their alleged failure, to comply with their obligations under Section 6.2 of this Settlement Agreement. The MLOC Defendants and LOC Defendants hereby reserve any and all rights, remedies and defenses they now have, or may have, to any Claim asserted by the Los Angeles Water Board against them for alleged civil liabilities.

9.3. Requirements to Pursue Claim for Civil Liabilities: If the Los Angeles Water Board believes that the MLOC Defendants and/or LOC Defendants have failed to complete a Project Task pursuant to Section 6.2 or Exhibit A of this Agreement (including the schedule therein), the Los Angeles Water Board may assert a Claim for alleged civil liabilities described above in Sections 9.1 and 9.2, taking into account any reduction due to the MLOC Defendants and/or LOC Defendants pursuant to Section 9.5, provided that the MLOC Defendants and/or LOC Defendants acted in bad faith and refused to comply with their obligations under Section 6.2 or Exhibit A of this Agreement. The Los Angeles Water Board shall not assert any Claim for alleged civil liabilities against the MLOC Defendants and/or LOC Defendants based on their alleged failure to comply with their obligations under Section 6.2 or Exhibit A of this Agreement, unless the MLOC Defendants and/or LOC Defendants acted in bad faith and refused to comply with their obligations under Section 6.2 or Exhibit A of this Agreement. Further, the Los Angeles Water Board shall not assert any Claim for alleged civil liabilities against the MLOC Defendants and/or LOC Defendants based on their alleged failure to comply with their obligations under Section 6.2 or Exhibit A of this Agreement, where any such alleged failure to comply is caused, in whole or in part, by the acts and/or omissions of any Person and/or Entity other than Defendants, and/or circumstances, in whole or in part, which are beyond the MLOC Defendants' and/or LOC Defendants' reasonable control.

9.4. Resolution of Disputes Concerning Los Angeles Water Board's Pursuit of Claim for Civil Liabilities: If any dispute arises between or among the Parties regarding whether or not the Los Angeles Water Board is permitted to assert any Claim for alleged civil liabilities against the MLOC Defendants and/or LOC Defendants based on the Los Angeles Water Board's belief that the MLOC Defendants and/or LOC Defendants acted in bad faith and refused to comply with their obligations under Section 6.2 or Exhibit A of this Agreement, the Parties shall resolve any such dispute using the dispute resolution procedures set forth in Section 20.1 of this Agreement.

9.5. Reductions in Total Alleged Civil Liabilities: Subject to the terms and conditions of this Agreement, the MLOC Defendants and LOC Defendants shall receive from the Los Angeles Water Board proportional releases in the amount of the Total Alleged Civil Liabilities only upon the successful completion of any Project Task on or before the scheduled completion date set forth in Exhibit A, or after the scheduled completion date, if agreed to in writing by the Los Angeles Water Board, and the Los Angeles Water Board's acceptance of each Project Task as complete pursuant to the procedures set forth in this Agreement. Upon such successful completion of any Project Task, the specified percentage set forth in Exhibit A of the MLOC Defendants' and LOC Defendants' Total Alleged Civil Liabilities associated with that Project Task shall be subtracted from each Defendant's Total Alleged Civil Liabilities and deemed satisfied in full.

9.6. Notice of Project Task Completion Procedure: When Defendants believe they have completed each Project Task set forth in Exhibit A, they shall submit a Notice of Completion by email to the parties identified in Section 21.12, and upload it to GeoTracker, including all documentation necessary to confirm that the Project Task has been completed. The Los Angeles Water Board may request additional information and inspections of the Sites as necessary to determine if the Project Task has been completed.

9.7. Los Angeles Water Board Review of Defendants' Notice of Project Task Completion and Work: Los Angeles Water Board staff shall endeavor to prioritize its review of the work performed at the Sites and its review any Notice of Completion submitted to it by Defendants within thirty (30) days of receipt of any Notice of Completion. If Los Angeles Water Board staff does not agree that the Project Task contained in the Notice of Completion has been completed, staff shall send Defendants a Notice of Deficiency within sixty (60) days

of receipt of the Notice of Completion. The Notice of Deficiency shall be sent to the Parties as specified in Section 21.12 via email and uploaded to GeoTracker. If Los Angeles Water Board staff needs additional time to determine whether a Project Task identified in a Notice of Completion has been completed, Regional Board staff shall send Defendants a Notice of Additional Time within ninety (90) days of receipt of the Notice of Completion. The Notice of Additional Time shall be sent to the parties identified in Section 21.12 via email and uploaded to GeoTracker.

9.8. Effect of No Notice of Objection: Failure of Los Angeles Water Board staff to issue a Notice of Deficiency or a Notice of Additional Time pursuant to Section 9.7 shall mean that the specified Project Task(s) contained in the Notice of Completion shall be deemed approved and completed and the associated Total Alleged Civil Penalties reduction is applied.

9.9. Project Task Completion Dispute Resolution: If the Los Angeles Water Board issues a Notice of Deficiency, and Defendants disagree with the Los Angeles Water Board's assessment of the Project Task, and Defendants refuse to perform the work the Los Angeles Water Board asserts is necessary to complete the Project Task, then the Parties shall proceed using the dispute resolution procedures set forth in Section 20.2 of this Agreement.

9.10. Satisfaction of Defendants' Total Alleged Civil Liabilities: Once all Project Tasks and obligations listed in Exhibit A have individually and collectively been timely completed and either accepted by the Los Angeles Water Board or deemed completed pursuant to the procedures set forth in Section 9.8 above, then the Defendants' entire Total Alleged Civil Liabilities shall be deemed satisfied under this Settlement Agreement and Defendants shall have no further obligations under this Agreement.

10. PAYMENT OF OVERSIGHT COSTS

10.1. Oversight Costs Payment Agreement: Within thirty (30) days of entry of the Effective Date of this Agreement, Defendants agree to enter into a cost oversight payment agreement with the Los Angeles Water Board to pay for future oversight costs incurred by the Los Angeles Water Board regarding the Sites. Defendants shall reference this case number on the oversight costs payment and submit them to:

State Water Resources Control Board
SCP Program
P.O. Box 1888

Sacramento, CA 95812-1888

Defendants shall provide copies of these payments to:

Regional Water Quality Control Board, Los Angeles Region
320 West Fourth Street, Suite 200
Los Angeles, California 90013
Attention: Hugh Marley

10.2. Obligation to Pay Oversight Costs: Defendants shall be obligated to pay oversight costs to the Los Angeles Water Board until EKI's completion of the Project Tasks pursuant to Section 6.2 of this Agreement and all oversight costs to oversee remediation of the Sites have been paid. Pursuant to this Settlement Agreement, Defendants have prefunded and contributed \$150,000 toward the payment of oversight costs. If oversight costs exceed the prefunded \$150,000, all such additional oversight costs shall be paid and funded from Surplus Funds. The Los Angeles Water Board shall provide Defendants with invoices which itemize the expenditure of oversight costs if requested in writing by Defendants.

10.3. Disputed Oversight Costs Charges: Notwithstanding anything contained in this Agreement to the contrary, Defendants shall have the right to dispute the charges contained in any oversight costs invoice pursuant to any proper legal bases to do so. The Parties shall resolve any dispute relating to oversight costs using the dispute resolution procedures set forth in Section 20.2 of this Agreement.

11. MATTERS COVERED BY THIS SETTLEMENT AGREEMENT

11.1. Covered Matters: This Agreement is a final and binding resolution and settlement of all claims, actions, orders, rights, obligations, liabilities, duties, demands, requests, suits, lawsuits, proceedings, violations, penalties and causes of action alleged by the Los Angeles Water Board in the Complaint, or could have been alleged by the Los Angeles Water Board in the Complaint, relating to, in connection with or arising from Defendants' alleged non-compliance with the CAOs based upon the acts, omissions and/or events that are alleged in the Complaint ("Covered Matters"), contingent upon Defendants complying with the material terms of this Agreement, including, but not limited to, completion of the Project Tasks pursuant to Section 6.2 and Exhibit A of this Agreement. The Los Angeles Water Board reserves the right to pursue any claim that is not a Covered Matter ("Reserved Claims") and Defendants reserve any and all of their rights, remedies and defenses they now

have, or may have, against any Reserved Claim asserted against them by the Los Angeles Water Board.

11.2. Reserved Claims: The Covered Matters do not include, and the Agreement does not apply to, any claims, actions or penalties for the performance, or lack of performance of, cleanup, corrective action, or response action concerning or arising out of future releases, spills, leaks, discharges or disposals of waste, as defined in California Water Code section 13050, caused or contributed to by Defendants at or from the Sites generated after the Effective Date of this Agreement. As used in this Section, the phrase “[f]uture releases, spills, leaks, discharges or disposals of waste” shall not include any alleged releases, spills, leaks, discharges or disposals of waste caused by or resulting from, in whole or in part, the passive migration of any waste located on and/or under the Sites on the Effective Date of this Agreement. Further, as used in this Section, the phrase “[f]uture releases, spills, leaks, discharges, or disposals of waste” shall not include any residual containments that may be identified at any time that relates to historical releases.

11.3. Los Angeles Water Board’s Covenant Not to Sue Regarding Covered Matters: Except as otherwise provided in this Agreement, the Los Angeles Water Board covenants that it will not and shall not file any lawsuit, or otherwise pursue any claim in any form whatsoever against Defendants relating to, in connection with or arising from Covered Matters.

11.4. Defendants’ Covenant Not to Sue Regarding Covered Matters: Except as otherwise provided in this Agreement, Defendants covenant that they will not and shall not file any lawsuit, or otherwise pursue any claim in any form whatsoever against the Los Angeles Water Board relating to, in connection with or arising from Covered Matters.

11.5. Acts/Omissions Occurring After Effective Date of Agreement: Except as otherwise provided in this Agreement, any claims, violations, or causes of action that are based on acts, omissions or events occurring after the Effective Date of this Agreement are not resolved, settled or covered by this Agreement.

12. MUTUAL RELEASES

12.1. Release of Los Angeles Water Board by Defendants: Subject to the satisfaction of the conditions precedent set forth in this Agreement, and subject to and contingent upon the satisfaction of the Parties’ obligations under this Agreement, Defendants agree to fully and

forever irrevocably and unconditionally waive, release, acquit and forever discharge the Los Angeles Water Board and its respective past, present and future employees, agents, representatives, and attorneys of and from any and all known and unknown Claims existing as of the Effective Date of this Agreement relating to, in connection with or arising from Covered Matters.

12.2. Release of Defendants by the Los Angeles Water Board: Subject to the satisfaction of the conditions precedent set forth in this Agreement, and subject to and contingent upon the satisfaction of the Parties' obligations under this Agreement, the Los Angeles Water Board agrees to fully and forever irrevocably and unconditionally waive, release, acquit and forever discharge Defendants and their respective past, present and future employees, agents, representatives, and attorneys of and from any and all known and unknown Claims existing as of the Effective Date of this Agreement relating to, in connection with or arising from Covered Matters.

13. FORCE MAJEURE

13.1. Force Majeure Event Defined: Any event (which may include any act or any omission of any Person or Entity, third party and/or Los Angeles Water Board staff) that is beyond Defendants' reasonable control, and could not have been reasonably foreseen in whole or in part, that prevents Defendants from timely performing any obligation under this Agreement in whole or in part, despite Defendants' reasonable best efforts, is a "Force Majeure Event". EKI's and/or any other contractor's failure or refusal to timely perform any work or provide services for which they were hired pursuant to this Agreement based on the Department of Justice's failure or refusal to make timely payment to them, in whole or in part, for such work or services, is a Force Majeure Event and Defendants shall not be in breach of this Agreement as a result thereof.

13.2. Notice of Force Majeure Event: If any Force Majeure Event occurs that may prevent or delay Defendants' performance of any obligation under this Agreement, within ten (10) business days of when Defendants first receive reasonable notice of the Force Majeure Event, Defendants shall provide to the Los Angeles Water Board a written explanation and description of the Force Majeure Event; the anticipated duration of any delay; all actions Defendants have taken or will take to prevent or minimize the delay, a schedule of such actions and the rationale for categorizing the event as a Force Majeure Event. In addition,

Defendants shall provide all available non-privileged, material, factual documentation supporting a Force Majeure Event claim.

13.3. Performance Excused Based on Force Majeure Event: Within fourteen (14) business days of receiving the notice set forth in Section 13.2, the Los Angeles Water Board shall notify Defendants in writing whether or not it agrees with Defendants' assertion of a Force Majeure Event. If the Los Angeles Water Board agrees that the prevention of performance or anticipated prevention of performance or delay or anticipated delay is attributable to a Force Majeure Event, Defendants' performance will be excused to such degree as the Los Angeles Water Board agrees, or the time for performance of Defendants' obligations under this Agreement that are affected by the Force Majeure Event will be excused to such degree, or extended for such time, as the Los Angeles Water Board agrees is necessary to complete those obligations. The Los Angeles Water Board shall exercise its discretion in a reasonable manner under this Section.

13.4. Force Majeure Event Dispute Resolution Procedures: The Parties shall resolve any dispute relating to the existence or effect of an alleged Force Majeure Event using the dispute resolution procedures set forth in Section 20.2 of this Agreement. If either Defendants or the Los Angeles Water Board petition the Court to resolve the Force Majeure Event dispute, it will neither preclude nor prejudice the Los Angeles Water Board from bringing a motion to enforce this Agreement, nor will it preclude nor prejudice Defendants' right to oppose such a motion. Alternatively, Defendants may raise Force Majeure as a defense to a motion to enforce.

14. PUBLIC COMMENT

The Parties agree and acknowledge that the Los Angeles Water Board's final approval of this Agreement is subject to the following notice and comment procedures: Notice of the proposed Agreement will be given to the public, and the public will have at least thirty (30) days after the notice to submit comments on the proposal. The Los Angeles Water Board will publish notice of the Agreement and the right to comment thereon on the Los Angeles Water Board website after the Execution Date of the Agreement. The Los Angeles Water Board reserves the right to withdraw from the Agreement if the comments received disclose information or considerations that indicate that the Agreement is inappropriate, improper, or inadequate. Defendants agree not to withdraw from the Agreement unless the Los Angeles

Water Board notifies Defendants in writing that it no longer supports entry of this Agreement in its current form or substance.

15. **CONSENT TO INSPECTION OF FACILITIES AND DOCUMENTS**

15.1. Access to Sites: To the extent they are authorized to do so, Defendants agree to provide access to the Sites for all persons performing Project Tasks as well as anyone working to accomplish the terms of this Agreement, pursuant to the access agreement attached hereto as Exhibit B. Defendants agree to cooperate with efforts to obtain access to the Sites. In the event any of the LOC Defendants transfer ownership of the LOC Site, the LOC Defendants agree to make such transfer, and any subsequent transfer, contingent on continuing to provide access as required herein. The Parties understand, acknowledge and agree that Defendants shall not be deemed to be in breach of this Agreement if the Project Tasks cannot be completed due to an inability of EKI (or its successor) and/or the Parties to access the MLOC Site. If Rev, or any Person or Entity acting on Rev's behalf or at Rev's direction, seeks to prevent or prevents access to the MLOC Site, in whole or in part, by the Los Angeles Water Board, Defendants, EKI or any Person or Entity acting on their behalf or at their direction (including contractors and subcontractors), so that the Los Angeles Water Board, Defendants, EKI or any Person or Entity acting on their behalf or at their direction (including contractors and subcontractors) is unable to fulfill any purpose of this Agreement, including the performance and completion of any Project Tasks, Defendants agree to fully cooperate with the Los Angeles Water Board's efforts, and requirements then existing, if any, to obtain access to the MLOC Site to fulfill any purpose of this Agreement.

15.2. Documents: On reasonable notice, Defendants shall permit any duly authorized representative of the Los Angeles Water Board to inspect and copy any documents in Defendants' possession that relate to the Sites or this Agreement, to determine whether Defendants are in compliance with the terms of this Agreement. Nothing in this Section is intended to require access to or production of any documents that are protected by the attorney-client privilege, attorney work product doctrine, the right to privacy, or any other applicable privilege or protection afforded to Defendants under law.

15.3. Los Angeles Water Board Inspections: On reasonable notice, Defendants shall permit any duly authorized representative of the Los Angeles Water Board to access and

inspect any portion of the Sites over which any of the Defendants have authority to grant such access.

16. NO LIABILITY OF LOS ANGELES WATER BOARD

The Los Angeles Water Board shall not be liable for any injury or damage to persons or property resulting from acts or omissions by Defendants, their directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Agreement, nor shall the Los Angeles Water Board be held as a party to or guarantor of any contract entered into by Defendants, its directors, officers, employees, agents, representatives or contractors, in carrying out the requirements of this Agreement, except as expressly agreed in writing by the Los Angeles Water Board.

17. DISMISSAL OF ACTION WITHOUT PREJUDICE

Within five (5) business days after: a) the Effective Date of this Agreement; and b) Defendants' paying or causing to be paid the Total Settlement Proceeds into the QSF on behalf of Defendants, the Los Angeles Water Board shall file the Request for Dismissal with the Trial Court seeking the dismissal of the Action as to Defendants only, including cross-claims and third party claims, if any, without prejudice, with each Party to bear its own attorneys' fees and costs incurred relating to, arising out of, or in connection with the Action.

18. RETENTION OF JURISDICTION

Notwithstanding anything to the contrary in this Agreement, the Parties agree that the Trial Court shall retain continuing jurisdiction pursuant to Code of Civil Procedure section 664.6 over the Parties' settlement, this Agreement and the Parties for the purpose of enforcing the covenants, terms and conditions of this Agreement until performed in full and, further, for the purpose of resolving any other matters including dispute(s) relating to, arising out of, or in connection with the settlement and this Agreement. Prior to the filing of any motion relating to, in connection with or arising from the Agreement, the Parties shall resolve any dispute relating to any motion using the dispute resolution procedures set forth in Section 20 of this Agreement.

19. RELEASES OF DEFENDANTS' INSURERS

19.1. Insurers' Denial of Any Duty to Indemnify Defendants for Costs to Remediate the Sites: The Parties understand and acknowledge that Defendants' insurers have denied, continue to deny, and do not have, any duty or obligation to indemnify their insureds, the

MLOC Defendants and LOC Defendants, respectively, for any Claim and/or judgment against them relating to, arising out of or in connection with allegations made by the Los Angeles Water Board in the Complaint, or could have been made by the Los Angeles Water Board in the Complaint in this Action and the case styled *Rev 973, LLC v. Mouren-Laurens Oil Company, Inc., et al.*, USDC Central District of California Cas No. 2:98-cv-10690-DSF-EX for, *inter alia*, the cost to remediate the soil and groundwater at and near the Sites, based on numerous factual and legal defenses to coverage including but not limited to the so-called “Pollution Exclusions” contained in Defendants’ insurance policies.

19.2. Los Angeles Water Board’s Covenant Not to Sue Defendants’ Insurers: In consideration of, and in exchange for Defendants’ insurers depositing or causing the deposit of \$9,800,000.00 into the QSF pursuant to the terms of this Agreement to, among other things, fund EKI’s implementation of the RAP notwithstanding that coverage may not otherwise exist under Defendants’ insurance policies requiring them to do so, or pay any portion of any Uncovered Claims, the Los Angeles Water Board hereby covenants not to directly or indirectly sue Defendants’ insurers, or any of them, and their past and present, direct and indirect, parent corporations, subsidiaries, affiliated entities and assigns, as well as each of their respective future, direct and indirect, parent corporations, subsidiaries, affiliated entities and assigns, and each of the foregoing’s directors, officers, shareholders, agents, employees, attorneys and representatives (“Released Parties”) for any and all allegedly known and unknown Claims relating to, arising out of or in connection with Defendants’ insurance policies.

20. **DISPUTE RESOLUTION PROCEDURES**

20.1 Disputes Concerning Defendants’ Compliance with Section 6.2 or Exhibit A of this Agreement: If any dispute arises between or among the Parties regarding whether or not the MLOC Defendants and/or LOC Defendants acted in bad faith and refused to comply with their obligations under Section 6.2 or Exhibit A of this Agreement and, in turn, whether the Los Angeles Water Board may assert a Claim for any Alleged Civil Liabilities under the requirements of Section 9.2 of this Agreement for the Los Angeles Water Board to pursue a Claim for any Alleged Civil Liabilities, the Parties shall resolve any such dispute using the following dispute resolution procedures:

(1) The Parties shall first meet and confer to attempt to resolve the matter without judicial intervention. To ensure that the “meet and confer” is as productive as possible, the Los Angeles Water Board will identify, as specifically as the available information allows, the particular alleged instances and dates when the MLOC Defendants’ and/or LOC Defendants’ acted in bad faith and refused to comply with their obligations under Section 6.2 or Exhibit A of this Agreement and the actions that the Los Angeles Water Board believes the MLOC Defendants and/or LOC Defendants must take based on the MLOC Defendants’ and/or LOC Defendants’ allegedly acting in bad faith and refusing to comply with their obligations under Section 6.2 or Exhibit A of this Agreement. The MLOC Defendants and/or LOC Defendants will provide the Los Angeles Water Board with a written response to the meet and confer within five business days of the date of the Los Angeles Water Board’s meet and confer communication.

(2) If within 60 days of initiating the meet and confer process the Parties are unable to resolve any dispute regarding whether or not the MLOC Defendants and/or LOC Defendants allegedly acted in bad faith and refused to comply with their obligations under Section 6.2 or Exhibit A of this Agreement, and, in turn, whether the Los Angeles Water Board may assert a Claim for any Alleged Civil Liabilities under the requirements of Section 9.2 of this Agreement, any Party may seek judicial intervention and determination by the Court whether or not Defendants acted in bad faith and refused to comply with their obligations under Section 6.2 or Exhibit A of this Agreement which Court, under Section 18 of this Agreement, retains continuing jurisdiction pursuant to Code of Civil Procedure section 664.6 over the Parties’ settlement, this Agreement and the Parties for the purpose of enforcing the covenants, terms and conditions of this Agreement.

20.2 Disputes Not Concerning Defendants’ Compliance with Section 6.2 or Exhibit A of this Agreement: If any dispute arises between or among the Parties regarding matters not concerning whether or not the MLOC Defendants and/or LOC Defendants have allegedly acted in bad faith and refused to comply with their obligations under Section 6.2 or Exhibit A of this Agreement and, in turn, whether the Los Angeles Water Board may assert a Claim for any Alleged Civil Liabilities under the requirements of Section 9.2 of this Agreement, the Parties shall resolve any such dispute using the following dispute resolution procedures:

(1) The Parties shall first meet and confer to attempt to resolve the matter without judicial intervention. To ensure that the “meet and confer” is as productive as possible, the Party or Parties initiating the meet and confer will provide to the other Party or Parties in writing, as specifically as the available information allows, the nature of the dispute, including relevant factual circumstances and dates, and the remedy sought by the initiating Party or Parties. The Party or Parties not initiating the meet and confer will provide to the Party of Parties initiating the meet and confer a written response within five business days of the date that the Party or Parties not initiating the meet and confer receive the meet and confer communication.

(2) If within 60 days of initiating the meet and confer process the Parties are unable to resolve any dispute regarding matters not concerning whether or not the MLOC Defendants and/or LOC Defendants have allegedly acted in bad faith and refused to comply with their obligations under Section 6.2 or Exhibit A of this Agreement, any Party may seek judicial intervention and appropriate relief from the Court which, pursuant to Section 18 of this Agreement, retains continuing jurisdiction pursuant to Code of Civil Procedure section 664.6 over the Parties’ settlement, this Agreement and the Parties for the purpose of enforcing the covenants, terms and conditions of this Agreement.

21. **SCOPE OF STIPULATED SETTLEMENT:** Except as expressly provided in this Agreement, nothing in this Agreement is intended or shall be construed to preclude the Los Angeles Water Board from using its authority under any law, statute, or regulation. Except as expressly provided in this Agreement, nothing in this Agreement is intended or shall be construed to preclude any other state, local, or federal agency, board, department, office, commission, or entity from exercising its authority under any law, statute, regulation, or ordinance.

22. **GENERAL PROVISIONS**

22.1. **Advice of Counsel:** Each Party hereto has received advice of counsel of its own choosing in the negotiations for and the preparation of this Agreement. Each Party has had this Agreement fully explained by such counsel and is fully aware of its contents and its legal effects. Each Party has read this Agreement and understands the contents hereof and has voluntarily executed it after consulting with counsel of its own choosing.

22.2. Authority: Each signatory to this Agreement certifies that he or she is fully authorized by the Party he or she represents to enter into this Agreement, to execute it on behalf of the Party represented and legally to bind that Party.

22.3. Binding Effect: This Agreement and the terms and conditions contained herein shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, but are not binding upon other Persons or Entities that are not signatories hereto or are not otherwise expressly named or described herein. Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended nor shall it be construed to preclude the Los Angeles Water Board, or any state, county, or local agency, department, board or entity, or any Certified Unified Program Agency, from exercising its authority under any law, statute or regulation.

22.4. Further Cooperation: The Parties shall cooperate and promptly execute any and all documents and perform any and all acts necessary to effectuate the provisions of this Agreement.

22.5. Integration, Modification and Waiver: This Agreement contains the entire understanding of the Parties and constitutes the entire agreement regarding the subject matter of this Agreement between and among the Parties and supersedes and replaces all prior negotiations, proposed agreements, and agreements, written or oral, including any prior communications regarding the subject matter of this Agreement. This Agreement represents the final agreement between and among the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties respecting the subject matter of this Agreement. No provision of this Agreement shall be amended, waived or modified except by an instrument in writing executed by the Parties hereto, expressly referencing this Agreement.

22.6. No Construction Against Drafters: The Parties have participated jointly in the negotiation, drafting, and preparation of this Agreement and no provisions of this Agreement shall be construed against or interpreted to the disadvantage of any of the Parties by any court or other governmental or judicial authority by reason of such Party having or being deemed to have drafted, prepared, or imposed such provisions. The Parties agree that, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as

if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

22.7. No Waiver: Any Party's failure to enforce any provision of this Agreement shall neither be deemed a waiver of such provision nor in any way affect the validity of this Agreement. The failure of any Party to enforce any such provision shall not preclude it from later enforcing the same or any other provision of this Agreement. No oral advice, guidance, suggestions or comments by employees or officials of any Party regarding matters covered in this Agreement shall be construed to relieve any Party of its obligations under this Agreement.

22.8. No Admission of Liability: This Agreement is a compromise settlement of disputed claims alleged in the Complaint and is the product of a mutual, arms-length negotiation undertaken between and among the Parties. This Agreement and the consideration hereunder is not to be construed as an admission of liability on the part of Defendants. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall be construed as an admission or concession of liability or wrongdoing by Defendants, nor shall it be construed as an admission of the existence or non-existence of any fact, and Defendants each specifically deny any wrongdoing or liability as to any of the claims and allegations made in the Complaint. The Parties further acknowledge and agree that this Agreement shall not be used to suggest an admission of liability in any dispute that the Parties may have now or in the future with respect to any person or entity. Neither this Agreement nor any part of the negotiations had in connection herewith shall constitute evidence with respect to any issue or dispute.

22.9. Attorneys' Fees and Costs: The Parties shall bear their own attorneys' fees and costs incurred relating to, arising out of or in connection with the Action and the execution and negation of this Agreement. The Parties shall waive, and hereby release, any claim against any other Party for attorneys' fees and costs incurred relating to, arising out of or in connection with the Action and the execution and negation of this Agreement.

22.10. Severability: In the event that any portion of this Agreement should for any reason become or be found by a court or other tribunal to be null, void, illegal, invalid, or otherwise unenforceable, the remaining portions of this Agreement shall remain in full force

and effect and continue to be binding on the Parties provided that each Party continues to receive substantially the benefit of its bargain hereunder.

22.11. Descriptive Headings/Construction: The descriptive headings in this Agreement are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning, construction, or interpretation of, this Agreement.

22.12. Notice Procedure: All submissions and notices required by this Agreement shall be sent to the following via electronic mail and personal delivery, overnight mail using a reputable delivery courier, or United States Postal Service mail, certified or registered mail, return receipt requested:

For the Los Angeles Water Board:

Russ Colby and/or Hugh Marley
Los Angeles Regional Water Quality Control Board
320 West Fourth Street, Suite 200
Los Angeles, California 90013
Russ.Colby@waterboards.ca.gov

Noah Golden-Krasner
Deputy Attorney General
Office of the Attorney General
300 South Spring Street, Suite 1702
Los Angeles, California 90013
Noah.Goldenkrasner@doj.ca.gov

For the LOC Defendants:

Michael J. FitzGerald
FitzGerald Kreditor Bolduc Risbrough LLP
2 Park Plaza, Suite 850
Irvine, CA 92614
mfitzgerald@fkbrlegal.com

For the MLOC Defendants:

Timothy C. Cronin
The Cronin Law Group, P.C.
390 Bridge Parkway, Suite 220
Redwood City, CA 94065
tcronin@crolaw.com

22.13. When Notice Effective: Any Party may change its notice name and address by informing the other Parties in writing, but no change is effective until it is received by the

other Parties. All notices and other communications required or permitted under this Agreement that are properly addressed as provided in this Section are effective upon delivery if delivered personally or by overnight mail or are effective five (5) business days following deposit in the United States mail, postage prepaid, if delivered by mail. Each such notice and communication shall also be sent via e-mail as a courtesy copy.

22.14. Necessity for Written Approvals: All approvals and decisions of the Los Angeles Water Board under the terms of this Agreement shall be communicated to Defendants in writing (including by email). No oral advice, guidance, suggestions, or comments by employees or officials of the Los Angeles Water Board regarding submissions or notices shall be construed to relieve Defendants of their obligation to obtain any final written approval required by this Agreement.

22.15. Multiple Counterparts: This Agreement may be executed by the Parties in multiple counterparts, by Portable Document Format ("PDF"), emails and facsimiles, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

Dated: March 26, 2024 Defendant Leach Oil Company, Inc.

Leach Oil Company Inc by Patricia Leach Benetatos
By: Patricia Leach Benetatos
Its: President

Dated: March 26, 2024 Defendant Patricia Benetatos

Patricia Benetatos
Patricia Benetatos, an individual

Dated: March 26, 2024 Defendant Leach Property Management, a California General Partnership

Leach Property Management by Patricia Leach Benetatos
By: Patricia Leach Benetatos
Its: Managing Partner

Dated: 3/25, 2024 **Defendant Mouren-Laurens Oil Company, Inc.**

Mireille Mourens Laurens
By: MIREILLE MOUREN-LAURENS
Its: CEO

Dated: 3/25, 2024 **Defendant Mireille Mouren-Laurens**

Mireille Mouren-Laurens
Mireille Mouren-Laurens, an individual

Dated: 3/25, 2024 **Defendant The Estate of Joseph Mouren-Laurens**

Claudine Kushner
By: CLAUDINE KUSHNER
Its: ADMINISTRATOR

Dated: 3/25, 2024 **Defendant The Estate of Emma Mouren-Laurens**

Nicole Mouren-Laurens
By: NICOLE MOUREN-LAURENS
Its: ADMINISTRATOR

Dated: _____, 2024 **Plaintiff the People of the State of California, ex rel.
Regional Water Quality Control Board, Los Angeles
Region**

Susana Arredondo, Executive Officer

APPROVED AS TO FORM

Dated: _____, 2024

Michael J. FitzGerald
FitzGerald Kreditor Bolduc Risbrough LLP
Attorney for Defendants Leach Oil Company, Inc.; Patricia
Leach; and Leach Property Management

Dated: _____, 2024 **Defendant Mouren-Laurens Oil Company, Inc.**

By: _____
Its: _____

Dated: _____, 2024 **Defendant Mireille Mouren-Laurens**

Mireille Mouren-Laurens, an individual

Dated: _____, 2024 **Defendant The Estate of Joseph Mouren-Laurens**

By: _____
Its: _____

Dated: _____, 2024 **Defendant The Estate of Emma Mouren-Laurens**

By: _____
Its: _____

Dated: April 02, 2024 **Plaintiff the People of the State of California, ex rel.
Regional Water Quality Control Board, Los Angeles
Region**



Susana Arredondo, Executive Officer

APPROVED AS TO FORM

Dated: _____, 2024

Michael J. FitzGerald
FitzGerald Kreditor Bolduc Risbrough LLP
Attorney for Defendants Leach Oil Company, Inc.; Patricia
Leach; and Leach Property Management

Dated: _____, 2024 **Defendant Mouren-Laurens Oil Company, Inc.**

By: _____
Its: _____

Dated: _____, 2024 **Defendant Mireille Mouren-Laurens**

Mireille Mouren-Laurens, an individual

Dated: _____, 2024 **Defendant The Estate of Joseph Mouren-Laurens**

By: _____
Its: _____

Dated: _____, 2024 **Defendant The Estate of Emma Mouren-Laurens**

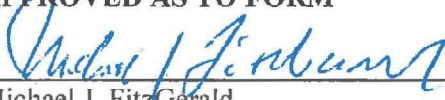
By: _____
Its: _____

Dated: _____, 2024 **Plaintiff the People of the State of California, ex rel.
Regional Water Quality Control Board, Los Angeles
Region**

Susana Arredondo, Executive Officer

APPROVED AS TO FORM

Dated: March 26, 2024



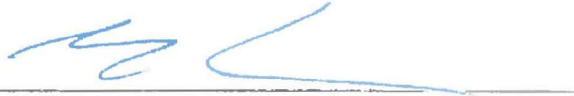
Michael J. FitzGerald
FitzGerald Kreditor Bolduc Risbrough LLP
Attorney for Defendants Leach Oil Company, Inc.; Patricia
Leach; and Leach Property Management

Dated: 3/25, 2024



Timothy C. Cronin
The Cronin Law Group, P.C.
Attorney for Defendants Mouren-Laurens Oil Company,
Inc.; Mireille Mouren-Laurens; The Estate of Joseph
Mouren-Laurens; and The Estate of Emma Mouren-
Laurens

Dated: April 2, 2024



Noah Golden-Krasner
Deputy Attorney General
Attorney for Plaintiff the People of the State of California,
ex rel. Regional Water Quality Control Board, Los Angeles
Region

EXHIBIT A

Task Description	Percentage of Release Given Upon Task Completion	EKI Completion Time (Measured from Project Initiation)
<p>1) Demolition at LOC Site</p> <p>Includes:</p> <ul style="list-style-type: none"> a) develop, and obtain Los Angeles Water Board approval of, workplan(s); b) perform baseline risk assessment; c) develop, and obtain Los Angeles Water Board approval of, cleanup goals; and d) remove/demolish onsite structures that were part of oil recycling operations, ASTs, skim pond, and pipelines. 	14.60%	10 months
<p>2) Data Gap Investigation and Impacted Soil Excavation</p> <p>Includes:</p> <ul style="list-style-type: none"> a) develop, and obtain Los Angeles Water Board approval of, workplan(s); b) install soil borings; c) conduct soil vapor sampling; d) conduct pothole sampling at pipelines; e) determine soil excavation limits; and f) perform soil excavation. 	14.80%	13 months
<p>3) Construct Remediation System for Soil and Groundwater Cleanup at the Sites</p> <p>Includes:</p> <ul style="list-style-type: none"> a) obtain drilling and building permits, as needed; b) implement a pilot remediation system for soil and groundwater cleanup; and c) construct and implement soil vapor extraction (SVE)/air sparge (AS) systems as approved by the Los Angeles Water Board. 	37.60%	30 months

4) Operate and Monitor Performance of Remediation System	18.03%	120 months
Includes:		
a) operate and maintain SVE/AS systems;		
b) discontinue operation of SVE/AS systems and conduct rebound testing;		
c) obtain Los Angeles Water Board approval to terminate SVE/AS systems after review of rebound test results; and		
d) dismantle SVE/AS systems.		

5) Environmental Covenant and Deed Restriction Execution	1.10%	120 months
Includes:		
a) institute land use restrictive covenant and other institutional controls, as needed after completion of vadose zone cleanup.		

6) Perform Monitored Natural Attenuation Groundwater Sampling	11.65%	168 months
Includes:		
a) perform groundwater sampling and destroy wells after remediation has been completed, subsequent to approval by the Los Angeles Water Board.		

7) Request Los Angeles Water Board Issue Case Closures for Sites	2.22%	168 months
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Total: 100.00%

EXHIBIT B

SITE ACCESS AGREEMENT

This Site Access Agreement is entered into by and between Leach Oil Company, Inc. ("LOC") and Mouren-Laurens Oil Company, Inc. ("MLOC") to provide MLOC, MLOC's agents and MLOC's contractors access to LOC's property located at 625 E. Compton Boulevard and 15006 South Avalon Boulevard, Compton, California ("LOC Site") for the purpose of permitting MLOC, as the Work Party under the Settlement Agreement which references this Site Access Agreement, to conduct the Work described herein, and subject to the terms and conditions set forth herein.

RECITALS

- A. WHEREAS, LOC owns the LOC Site;
- B. WHEREAS, LOC, Patricia Leach, also known as Patricia Benetatos, and Leach Property Management, Inc. (collectively, "Leach Parties") and MLOC, Mireille Mouren-Laurens, the Estate of Joseph Mouren-Laurens and the Estate of Emma Mouren-Laurens (collectively, "MLOC Parties"; LOC Parties and MLOC Parties together, "Parties") have entered into the attached Settlement Agreement in the case entitled *People of the State of California, ex rel. Regional Water Quality Control Board, Los Angeles Region*, Los Angeles County Superior Court, Case No. 23CMCV00126;
- C. WHEREAS, pursuant to Section 6.1 of the Settlement Agreement, MLOC has agreed to be the work party for the performance of the Work described in Section 6.2 of the Settlement Agreement, via EKI Environment & Water, Inc. ("EKI") or any other agent or contractor, as deemed appropriate by MLOC ("Work");
- D. WHEREAS, the Work described in Section 6.2 of the Settlement Agreement includes Work on and under the LOC Site;
- E. WHEREAS, access to the LOC Site to conduct the Work has been requested of LOC, and, subject to the terms and conditions of this Site Access Agreement, LOC has agreed to permit the conduct of the Work and the necessary access to the LOC Site to allow the Work to be performed by MLOC, its agents or contractors, including EKI:

NOW, THEREFORE, LOC and MLOC agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The foregoing recitals are true and constitute part of this Site Access Agreement.

2. **Access to Perform Work.** LOC agrees to provide MLOC, its agents, representatives, and contractors, including EKI, access to the LOC Site for the purpose of permitting MLOC to perform the Work described in Section 6.2 of the Settlement Agreement. The access rights provided hereunder shall exist from time-to-time until the Work is completed. LOC shall be notified and otherwise informed of any planned activity as to each phase of the Work described in Section 6.2 of the Settlement Agreement, including good faith estimates as to the scope and duration of such Work that may require access to the LOC Site, otherwise 72 hours written notice will be provided to the extent any LOC assistance in any fashion is requested.

3. **Compliance with Laws.** MLOC, its agents, representatives, and contractors, including EKI, shall perform the Work in a good and workman-like manner and in compliance with all applicable federal, state and local laws, including all applicable statutes, rules, regulations, ordinances, decisions, orders, rulings, standards, permits, approvals, and licensing requirements.

4. **Observation.** LOC may have a representative of its choosing at LOC's sole expense, observe the performance of all of the Work conducted at the LOC Site. Neither LOC, nor any representative of LOC, shall do anything to interfere with, obstruct, or prevent, in whole or in part, MLOC's performance of the Work. LOC's representative shall not do anything to interfere with, obstruct, or prevent, in whole or in part, MLOC's performance of the Work.

5. **Insurance.** While performing the Work, MLOC, its agents, representatives, and contractors, including EKI, shall maintain all appropriate insurance and include, where allowed, MLOC and LOC as additional insureds.

6. **Notices.** All notices required under this Agreement shall be in writing and shall be delivered by both email and certified U.S. mail to the following addresses:

If to LOC: Michael J. FitzGerald
FitzGerald Kreditor Bolduc Risbrough LLP
2 Park Plaza, Suite 850
Irvine, CA 92614
mfitzgerald@fkbrlegal.com

If to MLOC: Timothy C. Cronin
The Cronin Law Group, P.C.
390 Bridge Parkway, Suite 220
Redwood City, CA 94065
tcronin@crolaw.com

7. **Cooperation.** The Parties shall reasonably cooperate with one another to assist them in discharging their responsibilities pursuant to the Settlement Agreement and take any actions or execute any documents in a timely manner that are, or may be, necessary to give full effect to this Site Access Agreement.

8. **Modifications.** This Site Access Agreement may be modified or amended only by written agreement executed by all Parties. No provision or condition of this Agreement may be waived except by a written agreement signed by all Parties that uses the term “waive” or “waiver” and expressly identifies the waiver that is the subject of the written agreement.

9. **Entire Agreement.** This Site Access Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Site Access Agreement, and replaces and supersedes all prior oral or written agreements or understandings, if any, with respect to the subject matter of this Agreement.

10. **Effective Date.** This Site Access Agreement is effective as of the date the last Party executes it.

11. **Headings.** The paragraph headings contained in this Site Access Agreement are for convenience and reference only, and shall not affect the interpretation or construction of this Site Access Agreement.

12. **Authority.** Each Party hereto represents and warrants each has the power and authority to bind the Party to each and every term and condition of this Site Access Agreement, and that each Party has secured all necessary authorizations to bind the Party to each and every term and condition of this Site Access Agreement.

13. **Execution.** The Parties may sign this Site Access Agreement in one or more counterparts, each of which constitutes an original, and all of which constitute one and the same Site Access Agreement. A copy, emailed copy, digital image, or facsimile of this Site Access Agreement, whether complete or in counterparts, will constitute sufficient evidence of the originals of this Site Access Agreement for all purposes. Likewise, a copy, emailed copy, digital image, or facsimile of a signature page of this Site Access Agreement shall be binding to the same extent as an original signature page.

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14. Advice. Each Party has had the opportunity to review the Site Access Agreement independently and with legal counsel of its choosing, and/or has the requisite experience and sophistication to fully understand this Site Access Agreement. The Parties fully understand, assent, and agree to each of the terms of this Site Access Agreement.

SIGNATURES

Dated: Feb. 26, _____, 2024 LEACH OIL COMPANY, INC.

By: *Patricia Leach*
Patricia Leach
President

Dated: _____, 2024 MOUREN-LAURENS OIL COMPANY, INC.

By: _____
Mireille Mouren-Laurens
President

14. **Advice.** Each Party has had the opportunity to review the Site Access Agreement independently and with legal counsel of its choosing, and/or has the requisite experience and sophistication to fully understand this Site Access Agreement. The Parties fully understand, assent, and agree to each of the terms of this Site Access Agreement.

SIGNATURES

Dated: _____, 2024 LEACH OIL COMPANY, INC.

By: _____
Patricia Leach
President

Dated: 3/25, 2024 MOUREN-LAURENS OIL COMPANY, INC.

By: Mireille Mouren-Laurens
Mireille Mouren-Laurens
President