

SETTLEMENT AGREEMENT

This Settlement Agreement (this "Settlement Agreement") is made and entered into as of this 4th of March, 2026 (the "Effective Date") by and between the Delaware Department of Natural Resources & Environmental Control ("DNREC") and OSI 1685 River Rd, LLC, a Delaware limited liability company ("OSI" and together with DNREC, the "Parties" and each, a "Party"). The purpose of this Settlement Agreement is to resolve all of DNREC's claims against OSI in the matter of *Delaware Dept. of Nat. Res. & Env't'l. Control v. Clean Loop Group, LLC*, N24C-09-267-SSA (the "Action").

WITNESSETH

WHEREAS, OSI owns the property located at 1685 River Road, New Castle, Delaware (the "Property"), and Clean Loop Group LLC, a Delaware limited liability company ("Clean Loop") operated a facility (the "Facility") that processed and refined oil on that property;

WHEREAS, the Property is one of fourteen (14) "existing, non-conforming" heavy industrial sites within Delaware's Coastal Zone, referred to as "grandfathered" sites. Delaware's Coastal Zone Act (CZA) prohibits the further expansion of these existing, non-conforming heavy industrial uses beyond their original footprints, as depicted in the Regulations Governing Delaware's Coastal Zone (the "Coastal Zone Regulations"). The Coastal Zone Conversion Permit Act of 2017 (CZCPA) created a conversion permit that allows additional or alternative heavy industry uses on the grandfathered sites. Pursuant to 7 *Del. C.* § 7003, heavy industry uses of any kind not in operation on June 28, 1971, are prohibited in the Coastal Zone, unless such use is undertaken pursuant to a conversion permit as provided in 7 *Del. C.* § 7014;

WHEREAS, on July 30, 2024, DNREC representatives conducted an inspection at the Facility and confirmed that Clean Loop was operating a used oil processing facility and had been processing used oil since August 2023. DNREC learned that two releases of petroleum had already occurred at the Facility: the first on or about December 15, 2023, when 1,000 gallons of oil spilled into a secondary containment area; the second on or about May 31, 2024, when 150 gallons of oil spilled into a secondary containment area and, due to holes in the containment area, the environment;

WHEREAS, on or about August 6, 2024, DNREC issued Secretary's Order 2024-WH-0030 to Cease and Desist (the "Cease and Desist") to Clean Loop and OSI;

WHEREAS, on September 29, 2024, DNREC filed a Complaint against Clean Loop and OSI in the Superior Court of Delaware alleging violations of 7 *Del. C.* Ch 70, the CZA, and the Coastal Zone Regulations, and violations of 7 *Del. C.* Ch. 60 and the Solid Waste Regulations, Water Pollution Regulations, and Hazardous Waste Regulations;

WHEREAS, on or about March 26, 2025, DNREC filed a First Amended Complaint (the "Action") against Clean Loop and OSI alleging violations of 7 *Del. C.* Ch 70, the Coastal Zone Act, and the Coastal Zone Regulations against both Clean Loop and OSI (Count I) and recovery of costs under 7 *Del. C.* § 9105 against both Clean Loop and OSI (Count VII). The First Amended

Complaint also alleged, inter alia, violations of 7 *Del. C.* Ch 63 and the Hazardous Waste Regulations (Count V) and recovery of costs under 7 *Del. C.* § 6308 against Clean Loop only;

WHEREAS, DNREC has incurred removal and remedial costs associated with the cleanup of the release and/or immediate threat of release of hazardous waste at the Facility totaling \$1,486,991.61;

WHEREAS, OSI filed a third-party complaint against Clean Loop, Howard Walton Finch and Deividas Molocajevs in the Action for, among other things, indemnification (the “Third-Party Complaint”);

WHEREAS, the Parties desire to enter into this Settlement Agreement to resolve the Action and avoid the time, cost and uncertainty of litigation;

WHEREAS, this Settlement Agreement shall not be construed as an admission by any Party of any liability or wrongdoing of any nature whatsoever; and

WHEREAS, the Parties enter into this Settlement Agreement knowingly, intelligently and voluntarily.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. The above recitals are incorporated herein by reference.
2. The provisions of this Settlement Agreement shall apply to and be binding upon the Parties and their respective predecessors, successors, assigns, affiliates, related entities, directors, members, officers, managers, employees, agents, parent companies, subsidiaries, shareholders and representatives.
3. OSI shall pay DNREC the sum of One Million Dollars (\$1,000,000) (the “Settlement Amount”) within seven (7) business days of the Effective Date of this Settlement Agreement. The Settlement Amount represents a portion of remedial costs reimbursed to the State of Delaware under 7 *Del. C.* § 9105(d). The Settlement Amount shall be made by electronic wire transfer to an account designated in writing by DNREC.
4. OSI agrees that the Property is located in Delaware’s Coastal Zone, is one of the fourteen (14) “existing, non-conforming” heavy industrial sites within Delaware’s Coastal Zone, and, pursuant to 7 *Del. C.* § 7003, heavy industry uses of any kind not in operation on June 28, 1971 are prohibited in the Coastal Zone, unless such use is undertaken pursuant to a conversion permit under 7 *Del. C.* § 7014. OSI agrees that in marketing or advertising the Property for sale or lease, OSI will clarify that the Property is located in the Coastal Zone and may require state permitting depending on the proposed use.

5. DNREC hereby agrees to dismiss all claims against OSI in the Action with prejudice within ten (10) days of receipt of the Settlement Amount, with each Party to pay his, her or its own attorney's fees and costs.

6. The Parties agree and understand that this Settlement Agreement does not constitute an admission by any Party of any: (i) liability, (ii) violation of any federal, state, or local law, regulation, order or other requirement of law, (iii) breach of contract, actual or implied, (iv) commission of any tort, or (v) other civil wrong.

7. DNREC hereby releases and discharges OSI from any and all claims, demands, causes of actions and suits, at law or in equity, costs, penalties, fines, obligations, expenses, damages and liabilities, of every kind, nature and description whatsoever, known or unknown, suspected or unsuspected, which they have, had, or may have against each other related to the issues in the Action, including without limitation, the Cease and Desist, whether or not ascertainable, asserted or accrued at the time of the execution of this Settlement Agreement.

8. Notwithstanding anything herein to the contrary, OSI shall be permitted to pursue the Third-Party Complaint and to seek damages, costs, expenses, reimbursement, indemnification and/or similar from or against any other person or entity with respect to the claims made in the Action and the Settlement Amount, including, without limitation, from or against any insurance company, Clean Loop and its current or former predecessors, successors, assigns, affiliates, related entities, directors, members, officers, managers, employees, agents and representatives, including, without limitation, Howard Walton Finch and Deividas Molocajevs, and Clean Loop's customers, clients, vendors, suppliers and/or similar. To the extent OSI is awarded and/or recovers any such damages, costs, expenses, reimbursement, indemnification and/or similar recovery, DNREC shall not be entitled to all or any portion of such award and/or recovery, including, without limitation, by way of joint tortfeasor and/or subrogation claims. DNREC agrees to provide OSI all information in the possession of DNREC regarding the Clean Loop customers that utilized the subject facility. OSI agrees to provide DNREC all information, both currently in the possession of OSI and ascertained by OSI in the future, regarding Clean Loop and its current or former predecessors, successors, assigns, affiliates, related entities, directors, members, officers, managers, employees, agents and representatives, including, without limitation, Howard Walton Finch and Deividas Molocajevs.

9. Subject to the Parties' obligations to provide truthful and accurate information in legal proceedings, each Party agrees that it will not directly or indirectly disparage, cause to be disparaged, or make any disparaging statement about the other Party, in any forum or through any medium of communication.

10. The Parties warrant and represent that no promises or inducements have been made or offered for this Settlement Agreement except as herein set forth and that this Settlement Agreement is executed without reliance on any statement or representation of or by the Parties or any agent or representative of the Parties as to the nature or extent of any claims, damages, or legal liability.

11. The Parties further warrant and represent that they have read this Settlement Agreement with the assistance of counsel or were advised to obtain counsel, and there is absolutely

no agreement, understanding or reservation not expressly stated herein and that they have the legal authority to execute this Settlement Agreement. The Parties acknowledge that this Settlement Agreement is a negotiated document between the Parties and as such, the rules regarding documents being construed against their drafter shall not apply.

12. This Settlement Agreement shall be governed by and interpreted under the laws of the State of Delaware (without regard to conflict of laws principles), and the obligations, rights and remedies of the Parties hereunder shall be governed by said laws. Any dispute arising out of or relating to this Settlement Agreement shall be brought in the state or federal courts of the State of Delaware in and for New Castle County and the Parties hereunder consent to the exclusive jurisdiction of such courts.

13. This Settlement Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior understandings or agreements between the Parties.

14. This Settlement Agreement may not be modified, altered, supplemented or amended without the prior unanimous written consent of the Parties.

15. The Parties agree to act in good faith and to cooperate fully with each other in carrying out the intent of this Settlement Agreement, provided that nothing in this Settlement Agreement shall be construed to restrict DNREC's regulatory and permitting judgment and discretion, and nothing in this Settlement Agreement shall be construed to require DNREC to pay or appropriate any monies or expend any funds.

16. Each provision of this Settlement Agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation or affect those portions of this Settlement Agreement that are valid, enforceable and legal.

17. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, assigns and representatives.

18. The Parties shall be responsible for their own legal expenses, fees and costs including, without limitation, those incurred in negotiating, drafting and entering into this Settlement Agreement.

19. The Parties acknowledge that a breach or threatened breach by a Party of any of its obligations under this Settlement Agreement would give rise to irreparable harm to the other Party, for which monetary damages would not be an adequate remedy, and hereby agree that in the event of a breach or a threatened breach by such Party of any such obligations, the other Party shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

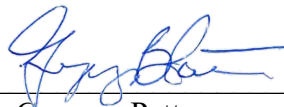
20. The undersigned representative of each Party to this Settlement Agreement is authorized by the Party whom he or she represents to enter into the terms of this Settlement Agreement and bind that Party to them.

20. The rights and remedies under this Settlement Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.


21. This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Settlement Agreement. A signed copy of this Settlement Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Settlement Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement as of the date first written above.

DELAWARE DEPARTMENT OF NATURAL
RESOURCES & ENVIRONMENTAL CONTROL

By: 
Name: Gregory Patterson
Title: Secretary

OSI 1685 RIVER RD, LLC

By: 
Name: Andrew T. Smith
Title: Authorized Signatory