

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This confidential settlement agreement and release (“Agreement”) is made and entered into by and between the Ogeechee-Canoochee Riverkeeper, LLC (“Riverkeeper”) and the Savannah Harbor-Interstate 16 Corridor Joint Development Authority (“JDA”), each referred herein individually as a “Party” and referred to collectively herein as the “Parties,” and is effective as of the last date of execution by all signatories hereto (the “Effective Date”).

RECITALS

WHEREAS the Bryan County Board of Commissioners (“Bryan County”) and the Bulloch County Board of Commissioners (“Bulloch County”), respectively (together, the “Counties”), with support from the JDA, applied for groundwater usage permits to obtain water to support a state-of-the-art electric vehicle and battery manufacturing facility in Bryan County, Georgia (the “Project”);

WHEREAS on October 7, 2024, the Georgia Department of Natural Resources, Environmental Protection Division (“EPD”) issued groundwater use permit no. 016-0013 to Bryan County and groundwater use permit no. 016-0014 to Bulloch County (together, the “Permits”). The Permits allow for four wells on the border of Bulloch County and Bryan County for the Project and, among other things, require that the Counties obtain alternative water supply source(s) within 25 years of the date of the Permits;

WHEREAS on or about November 5, 2024, Riverkeeper formally challenged the EPD’s grant of the Permits via a petition for hearing in an administrative action titled *Ogeechee-Canoochee Riverkeeper, LLC. v. Jeffrey Cown, Director, et al.*, No. 2519609-OSAH-BNR-WW-25-Malihi, filed in the Office of State Administrative Hearings, State of Georgia (the “Action”), and brought against Jeffrey W. Cown, as Director of EPD;

WHEREAS on or about December 24, 2024, the Office of State Administrative Hearings granted the JDA's motion to intervene as a respondent in the Action to protect its interests in the Project and the Permits; and

WHEREAS to avoid further expense, costs, delays, and burdens of litigating the Action, the Parties desire to settle, compromise, and reach a full and final resolution on the basis of the terms herein as to any and all of the claims asserted by Riverkeeper in the Action and to end all disputes among them, including all claims, differences and controversies that exist or have existed, including, but not limited to, any claims asserted, or which could have been asserted, in the Action and/or which arise from or in any way are related to the allegations, causes of action, and/or subject matter of the Action.

NOW, THEREFORE, in consideration of the above, the mutual promises contained herein, and other good and valuable consideration the receipt, adequacy, and sufficiency of which are hereby acknowledged, and without resolving any issue of law or fact, in order to avoid the uncertainty, burden, delay, and expense of litigation, the Parties agree as follows:

AGREEMENT

1. Modification of Permits. The JDA will facilitate the following within thirty (30) days from the Effective Date:

(a) That the appropriate governing authority(ies) will submit a written request to EPD that the terms of Sections 6(f)–(g) of Permit No. 016-0013 and Sections 6(e)–(f) of Permit No. 016-0014 be modified to require that the construction and operation of all infrastructure necessary to deliver quantities of alternative sourced water to the Bryan County Mega-Site to replace the groundwater withdrawals under the Permits must be accomplished within 15 years, rather than the originally stated 25 years, from the issuance date of the Permits, and

(b) That, in addition to all monitoring required by the Permits, raw groundwater samples will be monitored for chlorides on a semi-annual basis from the most productive of the two permitted wells under Permit No. 016-0013 and from the most productive of the two permitted wells under Permit No. 016-0014.

2. Dismissal of Action. Riverkeeper shall file a Stipulation of Dismissal with Prejudice, within one (1) day of the Effective Date, in the form attached hereto as Exhibit “A,” which dismisses with prejudice all claims filed in the Action.

3. General Releases.

(a) Riverkeeper, on its own behalf and on behalf of all of its former and current shareholders, officers, directors, partners, brokers, affiliates, subsidiaries, parents, departments, divisions, predecessors, successors and assigns, insurers, attorneys, and agents and employees, release and forever discharge the JDA, EPD, and the Counties, their directors, partners, associates, brokers, affiliates, subsidiaries, parents, departments, divisions, insurers, reinsurers, predecessors, successors and assigns, and agents and employees acting within the scope of their authority, individually, from any and all claims, liens, debts, obligations, promises, rights, causes of action, defenses, offsets, remedies, damages, liabilities, suits, demands, actions, costs, expenses, fees, legal fees, expert fees, consultant fees, controversies, set-offs, third party actions or proceedings of whatever kind, whether at law, equity, administrative, arbitration or otherwise, whether past or present, known or unknown, foreseen or unforeseen, suspected or unsuspected, which Riverkeeper may now have, or have ever had, in any way arising from or relating to the claims asserted, or which could have been asserted, in the Action and/or which arise from or in any way are related to the allegations, causes of action, and/or subject matter of the Action.

(b) The JDA, on its own behalf and on behalf of all of its former and current shareholders, officers, directors, partners, brokers, affiliates, subsidiaries, parents, departments, divisions, predecessors, successors and assigns, insurers, attorneys, and agents and employees, release and forever discharge Riverkeeper, its directors, partners, associates, brokers, affiliates, subsidiaries, parents, departments, divisions, insurers, reinsurers, predecessors, successors and assigns, and agents and employees acting within the scope of their authority, individually, from any and all claims, liens, debts, obligations, promises, rights, causes of action, defenses, offsets, remedies, damages, liabilities, suits, demands, actions, costs, expenses, fees, legal fees, expert fees, consultant fees, controversies, set-offs, third party actions or proceedings of whatever kind, whether at law, equity, administrative, arbitration or otherwise, whether past or present, known or unknown, foreseen or unforeseen, suspected or unsuspected, which the JDA may now have, or have ever had, in any way arising from or relating to the claims asserted, or which could have been asserted, in the Action against Riverkeeper and/or which arise from or in any way are related to the allegations, causes of action, and/or subject matter of the Action.

4. Scope of Releases. The Parties hereby acknowledge and agree that except as set forth in this Agreement, the releases granted in Sections 3(a) and 3(b) of this Agreement are general releases of all claims that they have or might have against the parties released and further expressly waive and assume the risk of any and all claims for damages and any other relief that exist as of this date but of which they do not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, which, if known, would materially affect their decision to enter into this Agreement.

5. No Admission. By entering into this Agreement, no Party is admitting any liability, and this Agreement should not be construed as an admission of liability by any Party with respect

to the truth or validity of any claims asserted or contentions advanced by the other Party. This Agreement is not, and may not be construed or used as, an admission or concession by or against any Party on any point of fact or law, or of any alleged fault, wrongdoing or liability whatsoever regarding the Action. The same is true of any document referred to or prepared in connection with this Agreement or any action taken to effectuate this Agreement.

6. Construction and Interpretation. All Parties have participated in drafting this Agreement, and accordingly, any ambiguity herein shall not be construed for or against any Party. The Parties acknowledge that this Agreement is executed freely and voluntarily by each of them without any duress or undue influence on the part of, or on behalf of, any of them, and with and upon the advice of counsel. The Parties further acknowledge that they have been fully advised by their attorneys with respect to the advisability of executing this Agreement, and that they have read this Agreement, and that they are fully aware of the contents of this Agreement and its legal effect.

7. Authority. Each Party to this Agreement hereby represents and warrants that: (a) the person executing this Agreement is duly authorized to bind the Party purporting to be bound thereby; (b) all corporate formalities and approvals required to authorize the Party's entry into and performance of this Agreement have been or will be undertaken; and (c) the entry into and performance of this Agreement is not barred, prohibited, or impaired by any law, rule, regulation, contract, covenant, agreement, judgment, order or decree by which that Party is bound.

8. Public Statements. The Parties agree to work together in good faith to issue a joint public statement within fourteen (14) days of the Effective Date (the "Joint Public Statement"). The Joint Public Statement shall address the contemplated modifications of the Permits addressed in Section 1 above and the dismissal of the Action. The Joint Public Statement, as well as any public statement by the Riverkeeper and/or the JDA, including but not limited to those made by

their agents, representatives, affiliates, or counsel, regarding the existence or subject matter of this Agreement, shall be limited to a statement that the Agreement was entered into for the purposes of resolving disputes, to avoid the uncertainties, costs, expense, and burdens of further litigation, and in no way is the Agreement to be interpreted or construed as an admission as to the merits of any legal position or inference of guilt, liability, or wrongdoing on the part of any Party.

9. Assignment of Claims. The Parties hereby expressly warrant and represent that they are the owners of all claims released by them herein, and that they have not assigned or transferred or purported to have assigned or transferred voluntarily or by operation of law or otherwise any of the claims released by them herein, or any portion thereof.

10. Effectiveness and Severability. This Agreement shall be effective as a full and final accord and satisfaction and release of each matter in connection with those matters set forth hereinabove. Should any provision of this Agreement be held invalid, illegal, or unenforceable, neither the remainder of this Agreement nor the application of such term or condition to another Party or circumstance shall be affected thereby, and each remaining term or condition to this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. Fees and Costs. The Parties shall bear their own attorneys' fees, expenses and costs in the Action. Each Party agrees to expressly waive and relinquish any claim of any nature against the other Party or its attorneys relating to the Action, including, without limitation, any claim of any nature for the recovery of attorneys' fees, costs, expenses or damages of any kind.

12. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Georgia.

13. Tax Consequences. This Agreement is enforceable regardless of its tax consequences. Any Party receiving any taxable benefit hereunder agrees to be solely responsible for the taxes, interest, and penalties due and owing, if any.

14. No Pending Litigation. The Parties hereby represent and warrant that they have not heretofore assigned, conveyed, or transferred (or purported to assign, convey, or transfer) any claim, demand, action, cause of action, or right herein released or discharged. The provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective successors.

15. Notice. Any written notices, demands, requests, or other communications given in connection with this Agreement shall be in writing and transmitted by confirmed email, a nationally recognized overnight courier service, or personally delivered, in care of the individuals and entities listed for each of the Parties at the addresses set forth below or as a Party may subsequently designate by notice given in like fashion:

If to Riverkeeper:

Ogeechee-Canoochee Riverkeeper, LLC
Attn: Damon Mullis
P.O. Box 16206
Savannah, Georgia 31416
damon@ogeecheeriverkeeper.org

with a copy to:

Stack & Associates, P.C.
Attn: Donald D.J. Stack
23 Delegal Road
Savannah, Ga 31411
dstack@stackenv.com

If to the JDA:

Savannah Harbor-Interstate 16 Corridor
Joint Development Authority
Attn: Secretary
906 Drayton Street
Savannah, Georgia 31401
tollison@seda.org

with copies to:

Troutman Pepper Hamilton Sanders LLP
Attn: David B. Dove
Bank of America Plaza
600 Peachtree Street NE, Suite 3000
Atlanta, Georgia 30308
david.dove@troutman.com

Gray, Pannell, & Woodward LLP
Attn: Jonathan B. Pannell
323 East Congress Street
Savannah, Georgia 31401
jonpannell@gpwlawfirm.com

16. Entire Agreement. This Agreement may not be altered, amended, modified or otherwise changed in any respect except in writing duly executed by the Parties. This Agreement memorializes and constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous negotiations and discussions between the Parties, predecessors, or successors in interest, and neither parole evidence, nor any prior or other agreement shall be permitted to contradict or vary its terms. There are no promises, terms, conditions, or obligations between the Parties other than those contained in this Agreement. No Party hereto has made any statement or representation to any other Party regarding any fact relied upon by the other Party in entering into this Agreement, and each party specifically does not rely upon any statement, representation or promise of any other Party in executing this Agreement, except as expressly stated in this Agreement. This is a fully integrated agreement and shall be effective as a full and final accord and satisfaction and release in connection with those matters set forth hereinabove, including the Action.

17. Titles of Sections. Titles of sections in this Agreement are for reference only and shall not be considered to be a part of this Agreement for purposes of construction or interpretation.

18. Facsimiles and Counterparts. This Agreement may be executed in two or more identical counterparts, which, when delivered shall constitute one and the same instrument, and shall be enforceable as if the Parties had executed a single document. To expedite the execution of this Agreement, it is agreed that the counterpart signatures may be transmitted by facsimile or electronic format, including Portable Document Format and other electronic signatures (including, without limitation, Docusign and Adobe Sign). It is further agreed that such facsimile or electronically transmitted signatures shall be binding and the Agreement fully effective when signed in counterpart facsimiles or electronic transmissions by the Parties hereto.

19. When Agreement is Finalized and Binding. This Agreement shall not be finalized and binding upon the any of the Parties until all Parties execute this Agreement.

WHEREFORE, the Parties have caused this Agreement to be executed, made and delivered on the Effective Date.

**OGEECHEE-CANOCHEE RIVERKEEPER,
LLC**

BY: _____

TITLE: _____

DATE: _____

**SAVANNAH HARBOR-INTERSTATE 16
CORRIDOR JOINT DEVELOPMENT
AUTHORITY**

BY:  Hugh "Trip" Tollison
Docusigned by:
3AF02C3044EC485...

TITLE: Sec/Treas

DATE: 12/27/2024

**IN THE OFFICE OF STATE ADMINISTRATIVE HEARINGS
STATE OF GEORGIA**

OGEECHEE-CANOCHEE RIVERKEEPER, LLC,

Petitioner,

v.

JEFFREY COWN, DIRECTOR, GEORGIA
ENVIRONMENTAL PROTECTION
DIVISION, GEORGIA DEPARTMENT OF
NATURAL RESOURCES

Respondent,

SAVANNAH HARBOR-INTERSTATE 16
CORRIDOR JOINT DEVELOPMENT
AUTHORITY,

Movant-Intervenor-Respondent.

Docket No.: 2519609

2519609-OSAH-BNR-WW-25-Malihi

Agency Reference No.: 2519609

**PETITIONER OGEECHEE-CANOCHEE RIVERKEEPER, LLC's STIPULATION OF
DISMISSAL WITH PREJUDICE**

Petitioner Ogeechee-Canoochee Riverkeeper, LLC hereby stipulates that all claims filed in this action are dismissed with prejudice, with each party to bear its own attorneys' fees, expenses, and costs.

EXHIBIT A

Respectfully submitted, this ___ day of _____, 202_.

STACK & ASSOCIATES P.C.

/s/_____

Donald D.J. Stack
Georgia Bar No. 673735
23 Delegal Road
Savannah, Ga 31411
(678) 592-1586
dstack@stackenv.com

*Attorneys for Petitioner Ogeechee-Canoochee
Riverkeeper, LLC*