

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“Agreement” or “Release”) is entered into by and between plaintiff Arvin-Edison Water Storage District (“Plaintiff”), on the one hand, and defendants The Dow Chemical Company, Shell USA, Inc., individually and, formerly known as, Shell Oil Company dba Shell Chemical Company, J.R. Simplot Company, Occidental Chemical Corporation, Nutrien AG Solutions, Inc., Puregro Company, and Southern Valley Chemical Company (“Defendants”), on the other hand. Plaintiff and Defendants are referred to collectively and/or interchangeably herein as a “Party” or the “Parties.”

RECITALS

1. Plaintiff is a water storage district and agricultural water agency, formed and existing pursuant to the California Water Storage District Law, Water Code § 39000, et seq., that owns and/or operates a network of water storage, water supply and water banking facilities in Kern County, California, that include, among other things, groundwater supply wells. Plaintiff participates in a groundwater storage and banking program with Metropolitan Water District of Southern California (“MWD”). This program (referred to herein as the “AEWSD-MWD Banking Program”) requires Plaintiff, from time to time, to extract MWD banked water using wells Plaintiff owns, operates and/or has the right to use, and deliver that banked groundwater to MWD via the California Aqueduct for MWD’s use as a supplier of municipal drinking water to its member agencies.

2. There is now pending in the Superior Court of the State of California for the County of Kern a civil action entitled *Arvin-Edison Water Storage District v. The Dow Chemical Company, et al.*, Case No. BCV-21-102485 BCB (the “Pending Action”). The Pending Action seeks, among other things, damages and other relief related to the alleged contamination of Plaintiff’s groundwater supplies with the chemical 1,2,3-Trichloropropane (“TCP”), which has allegedly prevented Plaintiff from delivering groundwater using wells Plaintiff owns, operates and/or has the right to use into the California Aqueduct.

3. Plaintiff filed the complaint (“Complaint”) in the Pending Action on October 22, 2021, in the Superior Court of the State of California for the County of Kern.

4. Plaintiff alleges in its Complaint that Defendants manufactured, marketed, distributed, sold, applied, released, discharged and/or disposed of TCP and/or TCP-containing products that are the alleged source and cause of any past, present, or future TCP contamination alleged in the Complaint and Pending Action.

5. Defendants deny any responsibility or liability for any TCP contamination alleged in the Complaint and Pending Action. Consideration paid for the release of claims set forth in paragraph 8, below, is not an admission of liability or an admission that any of the facts alleged by Plaintiff in the Complaint and Pending Action are true.

6. Plaintiff and Defendants desire to resolve the Pending Action by settlement and dismissal with prejudice.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

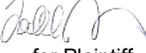
7. Executing the Agreement and Payments to Plaintiff.

a. **Party Signatures.** Within thirty (30) days after the date of receipt of Plaintiff's executed Agreement, Defendants will each execute the Agreement.

b. **Payment to Plaintiff.** Defendants The Dow Chemical Company ("Dow") and Shell USA, Inc., individually and, formerly known as, Shell Oil Company dba Shell Chemical Company ("Shell"), collectively shall pay \$230,000,000.00 (the "Payment"). Payment by Dow and Shell shall be made as follows via two separate wire transfers to Robins Borghei LLP's client trust account: (i) in the amount of \$185,600,000.00 within sixty (60) days of the Effective Date, which Plaintiff acknowledges includes Shell's full and fair share of the Payment and a portion of Dow's full and fair share of the Payment; and (ii) in the amount of \$44,400,000.00 on or before January 30, 2026, by Dow only. Specific wiring instructions to be used for the payments provided for herein are included in Exhibit A hereto and are incorporated herein by reference.


for Plaintiff
8/1/25

c. **Late Payments.** As to each payment provided for in paragraph 7.b above, such payment shall be considered late if the wire transfer is not executed on or before the due date for that payment specified in paragraph 7.b above. Using a 7.5 percent annual interest rate, a late payment interest charge of \$38,137.00 per day shall be added to the initial \$185,600,000.00 payment for each day that such payment is late, and, using a 15 percent annual interest rate, a late payment interest charge of \$18,246.00 per day shall be added to Dow's subsequent \$44,400,000.00 payment for each day that Dow's payment is late.


for Plaintiff
8/1/25

8. **Plaintiff's Release of Claims.** Subject to the provisions of this Agreement, including paragraph 9 below, on behalf of itself, its predecessors, successors, assigns, and representatives, Plaintiff hereby releases Defendants and any and all past, present and future parents, subsidiaries, members, domestic and foreign corporations, divisions, affiliates, partners, joint ventures, stockholders, predecessors, successors, assigns, insurers, officers, directors, employees, attorneys, agents, representatives, and any other person, firm or corporation with whom they have been, are now, or may hereinafter be affiliated (collectively, "Released Defendant Parties") from any and all claims, demands, actions, causes of action, obligations, liens, damages, and liabilities of any nature whatsoever, whether or not known, suspected or claimed, past, present or future, relating to or arising out of any act, cause, matter or thing stated, claimed, or alleged, or that could have been stated, claimed or alleged by Plaintiff in the Pending Action against the Released Defendant Parties associated with TCP or TCP-containing products manufactured, marketed, distributed, sold, applied, released, discharged and/or disposed of by the Released Defendant Parties and related to any past, present, continuing and/or future presence of TCP or any TCP-containing products in any past, present or future wells owned, operated and/or used by Plaintiff (Plaintiff's Released Claims").

9. Future Irrigation Water Claims Based on Change in Law.

a. **Eligibility to Assert Future Irrigation Water Claims.** In the event of a future change in law established by California regulation or a federal regulation adopting an

enforceable water quality standard limiting the amount of TCP in groundwater wells used as a source of irrigation water, which irrigation water shall encompass solely the pumping of groundwater from Plaintiff's owned wells in the production of agricultural crops or livestock ("Irrigation Groundwater"), Plaintiff shall have the right to bring a future claim against Defendants (referred to hereinafter as "Future Irrigation Water Claims") only if:

- i. Plaintiff has installed TCP treatment on or for each and every one of the seventy-three (73) wells listed in Exhibit B via, at a minimum, three GAC centralized treatment plants, one at each of the three spreading works (Tejon, Sycamore, and North Canal), combined with wellhead treatment of the more remotely located wells in the North Canal (the "Treatment System"), including documentation (e.g., construction contracts and payments made for treatment equipment) supporting the costs of installing and operating the Treatment System; and
- ii. Any wells that are the subject of a Future Irrigation Water Claim are in documented violation, confirmed by an applicable regulatory authority, of an enforceable irrigation water quality standard established by California or federal regulation governing the concentration of TCP in Irrigation Groundwater.

b. Parties' Statement of Intent Regarding Costs Recoverable Under A Future Irrigation Water Claim. The Parties acknowledge and intend that Dow and Shell be afforded the full and fair benefit of the settlement monies being paid under this Agreement to the extent the potential future change in law contemplated under this paragraph 9 occurs and necessitates additional treatment by Plaintiff.

c. Costs That May Be Included in Future Irrigation Water Claims. In any Future Irrigation Water Claim, Plaintiff may include in its claimed damages the following costs:

- i. Plaintiff may recover any material increase in the cost to operate the Treatment System for the seventy-three (73) wells listed in Exhibit B because an enforceable water quality standard established by California or federal regulation governing TCP concentrations in Irrigation Groundwater requires either (A) modification or enhancement of the Treatment System, or (B) a greater volume of water to be treated solely for irrigation purposes.
- ii. On a first priority basis, Plaintiff must make reasonable efforts to connect any wells that are the subject of the Future Irrigation Water Claim to the existing Treatment System. For any such claimed wells that are connected to the Treatment System, Plaintiff may recover the costs to connect that claimed well to the Treatment System, together with any incremental increase in the cost to operate the Treatment System attributable solely to the new claimed well.

- iii. To the extent Arvin-Edison is not reasonably able to connect the new claim wells to the existing Treatment System, Plaintiff may recover the cost to construct and operate treatment facilities that are in addition to, and not a part of, the Treatment System, but only if the Treatment System, together with all non-TCP-contaminated wells, does not provide enough Irrigation Groundwater to meet Plaintiff's irrigation demand while complying with the applicable water quality standard governing TCP concentration in Irrigation Groundwater.

10. Mediation of Future Irrigation Water Claims. Before Plaintiff may file any lawsuit based on any Future Irrigation Water Claim preserved under paragraph 9 above, Plaintiff shall attempt mediation of the Future Irrigation Water Claim in good faith. In the event of a Future Irrigation Water Claim, Plaintiff shall send counsel for Dow and Shell identified in paragraph 24 below a written notice of claim and request for mediation, no later than 90 days after. For purposes of mediation, the Parties agree to use Judicate West, or another mutually agreed-upon mediator. Within ninety (90) days of the notice of claim and request for mediation, the Parties shall make all reasonable efforts to select a mediator and a mutually acceptable mediation date that is not more than one hundred and fifty (150) days from the date of the notice of claim and request for mediation. Not less than ninety (90) days prior to the mediation, Plaintiff will provide Defendants with the documentation described in paragraph 9 above, including documentation of the capital costs and operations and maintenance (i.e., O&M) costs incurred for the Treatment System. Plaintiff may file a lawsuit based on the subject Future Irrigation Water Claim only if the Parties are unable to reach a settlement through the mediation process. Assuming Plaintiff properly provides notice of its claim within any applicable statute of limitations timeframe, Defendants agree to enter into a tolling agreement to toll the statute of limitations from the time Plaintiff provides notice of a claim under this paragraph 10 to the time the Parties conclude the mediation process without reaching a settlement.

11. Plaintiff's Indemnity of Banking Partner Claims. On behalf of itself, its predecessors, successors, assigns, and representatives, Plaintiff hereby agrees to indemnify and hold harmless the Released Defendant Parties from any and all claims, demands, actions, causes of action, obligations, liens, damages, and liabilities of any nature whatsoever, whether or not known, suspected or claimed, past, present or future, relating to or arising out of any act, cause, matter or thing stated, claimed, or alleged, or that could have been stated, claimed or alleged by any past, present, or future groundwater banking partners, including but not limited to MWD, against the Released Defendant Parties related to any past, present, continuing and/or future presence of TCP or any other contamination from TCP-containing products in water stored by Plaintiff on behalf of such groundwater banking partner(s).

12. Plaintiff's Indemnity of Grower Claims. On behalf of itself, its predecessors, successors, assigns, and representatives, Plaintiff hereby agrees to indemnify and hold harmless the Released Defendant Parties from any and all claims, demands, actions, causes of action, obligations, liens, damages, and liabilities of any nature whatsoever, whether or not known, suspected or claimed, past, present or future, relating to or arising out of any act, cause, matter or thing stated, claimed, or alleged, or that could have been stated, claimed or alleged by any past, present, or future owners of the D-1, D-2, D-3, D-4, and D-5 Wells (the "Grower In Lieu Wells")

along with any future Grower In Lieu Wells constructed within Plaintiff's District, against the Released Defendant Parties related to any past, present, continuing and/or future presence of TCP or any other contamination from TCP-containing products in the Grower In Lieu Wells insofar as such presence or contamination is alleged to have affected the use of the Grower In Lieu Wells as recovery wells in the AEWSD-MWD Banking Program.

13. **Defendants' Release of Claims.** Subject to the provisions of this Agreement including paragraphs 10 and 11, on behalf of themselves, their respective predecessors, successors, parents, subsidiaries, divisions, affiliates assigns, representatives and past, present or future agents, Defendants, and each of them, hereby release Plaintiff, and any and all of Plaintiff's past, present and future parents, subsidiaries, members, domestic and foreign corporations, divisions, affiliates, partners, joint ventures, stockholders, predecessors, successors, assigns, insurers, officers, directors, employees, attorneys, agents, representatives, and any other person, entity or corporation with whom they have been, are now, or may hereinafter be affiliated (collectively, "Released Plaintiff Parties") from any and all claims, demands, actions, causes of action, obligations, liens, damages, and liabilities of any nature whatsoever, whether or not known, suspected or claimed, past, present or future, relating to or arising out of any act, cause, matter or thing stated, claimed, or alleged, or that could have been stated, claimed or alleged by any Defendant against the Released Plaintiff Parties associated with TCP or TCP-containing products manufactured, marketed, distributed, sold, applied, released, discharged and/or disposed of by the Released Defendant Parties and related to any past, present, continuing and/or future presence of TCP or any TCP-containing products in any past, present or future wells owned, operated and/or used by Plaintiff ("Defendants' Released Claims").

14. **California Civil Code Section 1542.** Each Party acknowledges that it is familiar with the terms of California Civil Code Section 1542, which reads:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Without prejudice to the claims preserved in paragraph 9 above, Plaintiff hereby waives the provisions of Section 1542 and releases and relinquishes any rights it may have under that section or any similar law and the application of said Section or law to any future disputes with respect to the Plaintiff's Released Claims in paragraph 8 above. Without prejudice to the claims preserved in paragraphs 9, 11 or 12 above, Defendants, and each of them, hereby waive the provisions of Section 1542 and release and relinquish any rights they may have under that section or any similar law and the application of said Section or law to any future disputes with respect to the Defendants' Released Claims in paragraph 13 above. Each Party acknowledges that before executing this waiver it was fully advised by legal counsel about the effects of waiving the provisions of, and its rights under, Civil Code Section 1542.

15. **Mutual Release of Indemnity and Cost Claims by Defendants.** On behalf of themselves, their predecessors, successors, assigns, representatives, insurers, and past, present or future agents, Defendants mutually release each other and any and all past, present and future parents, subsidiaries, members, domestic and foreign corporations, divisions, affiliates, partners,

joint ventures, stockholders, predecessors, successors, assigns, insurers, officers, directors, employees, attorneys, agents, representatives, and any other person, firm or corporation with whom they have been, are now, or may hereinafter be affiliated from any and all claims for indemnity and/or contribution arising out of the Pending Action and for claims of attorneys' fees and costs incurred in connection with defending the Pending Action.

16. **Third-Party Interests.** Plaintiff declares and warrants that, to the best of its knowledge, no other person or entity, including but not limited to the owners of the Grower In Lieu Wells, has had or now has any interest in the Plaintiff's Released Claims released in paragraph 8 above; and that Plaintiff has not sold, assigned, transferred, conveyed, or otherwise disposed of any Released Claim released in paragraph 8 above. Plaintiff hereby agrees to indemnify and hold harmless each Defendant Released Party for any attorneys' fees, costs, damages, or other injury incurred as a result of the assertion by a third party of a Released Claim released in paragraph 8 above. Plaintiff further agrees that it is solely responsible to satisfy or otherwise resolve any and all claims or liens for attorneys' fees or costs asserted in the Pending Action and Plaintiff agrees to indemnify and hold harmless each Defendant Released Party for any such claims or liens. Notwithstanding any other provision set forth herein, Plaintiff shall have no obligation to indemnify and/or hold harmless any Released Party for any attorneys' fees, costs, damages, or other injury incurred as a result of the assertion by a third party of any claim for damages, including but not limited to personal injuries or property damage, allegedly caused by, based on or related to the presence of TCP in water the claimant allegedly consumed, purchased or to which they were otherwise exposed.

17. **Dismissal.** The Parties agree that this Agreement is enforceable pursuant to Code of Civil Procedure section 664.6 and that the Court will retain jurisdiction to enforce the payment terms of this Agreement and enter a subsequent Dismissal with Prejudice. Within 10 days of the Effective Date, as defined in paragraph 30 herein, Plaintiff shall file and serve a Notice of Settlement of Entire Case requesting that the Court retain jurisdiction over the Parties to enforce the terms of this Agreement until it is fully performed, including entry of the Dismissal with Prejudice within 10 days of January 30, 2026, provided Shell and Dow have paid the settlement amount in full by that date. Within 10 days of the Plaintiff's receipt of the first payment set forth in paragraph 7 above, Plaintiff shall file and serve a Request for Dismissal of the Pending Action with prejudice as to defendants Shell and Nutrien only. Thereafter, within 10 days of receipt of the second and final payment required to be paid pursuant to paragraph 7(b) above, Plaintiff shall execute, file, and serve upon Defendants' representatives a Request for Dismissal with prejudice of the Pending Action and all claims set forth in the Complaint as to all remaining Defendants. All Parties authorize their respective counsel to execute whatever documents are necessary to implement this Agreement. The Parties acknowledge that certain claims by Plaintiff and Defendants are preserved as provided by paragraphs 9, 11 and 12 of this Agreement. The Parties agree that they will not use or otherwise rely upon or cite the dismissal with prejudice of the Pending Action as a defense of res judicata, collateral estoppel or any other form of estoppel arising out of this entry of judgment in any subsequent action against one or more of them that may be brought in accordance with paragraphs 9, 11 or 12 above; provided, however, that all other defenses to claims brought pursuant to paragraph 9, 11 or 12 are preserved.


for Plaintiff
8/1/25

18. **Voluntary and Good Faith Agreement.** The Parties, and each of them, declare that, prior to execution of this Agreement, each has apprised itself of sufficient data, either

through experts or other sources of its own selection, in order that it might intelligently exercise its judgment in deciding on the contents of this Agreement and in deciding whether to execute it. The Parties acknowledge that they have an understanding of the facts underlying the Pending Action and this Agreement, and have negotiated in good faith, and that this Agreement represents a good faith settlement with regard to the interests of all Parties to the Agreement.

19. **Restitution Payment.** For purposes of the identification requirement of Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), the Settlement Payment required of Defendants Shell USA, Inc. individually and, formerly known as, Shell Oil Company dba Shell Chemical Company and The Dow Chemical Company in paragraph 7 of this Settlement Agreement with Plaintiff entered on the Effective Date is restitution or required to come into compliance with law.

20. **Entire Agreement.** This document embodies the entire terms and conditions of the Agreement between the Parties, and supersedes any prior agreements, understandings and documents exchanged and/or signed by the Parties in the course of resolving Plaintiff's claims against Defendants that are, or could have been, alleged in the Complaint and Pending Action. All words, phrases, sentences, and paragraphs, including the recitals hereto, are material to the execution of this Agreement. This Agreement may not be altered, amended or modified in any respect other than by way of a writing duly executed by all Parties.

21. **Binding Agreement.** This Agreement shall bind the Parties and each successor and assign of each Party.

22. **Governing Law.** This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of California.

23. **Mediation and Arbitration of Disputes.** Except as provided in paragraph 17 above providing for enforceability pursuant to Code of Civil Procedure section 664.6 and retention by the Court of jurisdiction to enforce the payment terms of this Agreement, any dispute arising out of this Agreement that the Parties are unable to resolve among themselves will be governed by this paragraph 23. The Parties agree to first attempt to resolve the dispute through mediation. For purposes of mediation, the Parties agree to use Judge John Leo Wagner at Judicate West, or another mutually agreed-upon mediator. If mediation is unsuccessful, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Francisco, California or another location agreed to by the Parties before a single arbitrator. The arbitration shall be administered by ADR pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude a Party or Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. If any Party is found to be in default with respect to this Agreement, and any other Party shall incur expenses, fees and costs or employ legal counsel to make any demand or to otherwise protect or enforce its rights under this Agreement, the Party in default shall pay all such costs and expenses incurred by the other Party, including court costs and reasonable attorneys' fees.

24. **Notices.** All notices, documents, and other papers required to be served pursuant to this Agreement and correspondence shall be sent to the following addresses, or such other addresses as counsel may provide:

For Arvin Edison Water Storage District:

Todd Robins
Robins Borghei LLP
PO Box 3835
San Luis Obispo, CA 93403-3835
trobins@rbwaterlaw.com

and

General Counsel
Arvin-Edison Water Storage District
20401 E Bear Mountain Blvd
Arvin, CA 93203

For The Dow Chemical Company:

Nicholas D. Kayhan, Esq.
King & Spalding LLP
50 California Street, 33rd Floor
San Francisco, CA 94111
nkayhan@kslaw.com

For Shell USA, Inc.:

Tracie J. Renfroe, Esq.
King & Spalding LLP
1100 Louisiana, Suite 4000
Houston, TX 77002
trenfroe@kslaw.com

25. **Construction.** This Agreement shall not be construed against the Party or Parties whose attorney(s) drafted this Agreement or any portion hereof.

26. **Severability.** In the event that any of the terms, conditions, or covenants contained in this Agreement are held to be invalid, then any such invalidity shall not affect any other terms, conditions, or covenants contained herein, which shall remain in full force and effect.

27. **Authorization.** Each of the signatories to this Agreement warrants that he or she is fully authorized to enter into the terms and conditions stated herein and to execute this Agreement.

28. **Counterparts.** This Agreement may be executed in counterparts, and all counterparts so executed shall be deemed to be one and the same instrument, binding on all of the Parties hereto, notwithstanding that all of the Parties are not signatories to the original or the same counterparts. Signatures for such counterparts may be obtained by facsimile or electronic transmission. For all purposes, executed pages of the counterparts may be assembled as one document.

29. **Expenses, Fees, and Costs.** The Parties to this Agreement shall bear all of their own expenses, fees, and costs related to the Pending Action.

30. **Confidentiality:** Defendants acknowledge that, as a public agency of the State of California, Plaintiff is subject to the California Public Records Act and Brown Act (the “Acts”). Plaintiff is therefore required to disclose any information deemed to be a public record upon request as provided in the Acts. Therefore, notwithstanding any other provision of this Agreement, Plaintiff shall not be in breach of this Agreement because it discloses, in its sole and absolute discretion, this Agreement or any portion thereof in response to a request made for same under either of the Acts. Plaintiff shall have no obligation to assert any exemption or defense under either Act to the disclosure of this Agreement or any portion thereof. Therefore, the Parties and their counsel of record agree not to disclose the terms of this Agreement, except as provided in (a)-(e) below:

- a. in any proceeding to enforce the terms of this Agreement;
- b. to the extent the disclosing Party is required to do so under the law, including, but not limited to, the California Public Records Act in Chapter 3.5, Division 7 of Title 1 of the California Government Code, the Ralph M. Brown Act in Chapter 9, Division 2 of Title 5 of the California Government Code, or by court order;
- c. by the Parties to their respective insurers, auditors, financial consultants, attorneys, or lenders, provided, however, that the person(s) to whom this information is disclosed pursuant to this subparagraph 28.b shall be advised that this Agreement is confidential, and the Parties agree to use reasonable efforts to have such person(s) agree to be bound by such confidentiality;
- d. to the State, to the extent Plaintiff is requested to provide information regarding the settlement memorialized herein in connection with a grant or loan application; and
- e. by mutual written agreement of the Parties.

In the event Plaintiff receives a request for disclosure under paragraph 30(b) of this Agreement within the first seven (7) years after the Effective Date (see paragraph 31), prior to disclosing the terms of this Agreement Plaintiff must provide written notice at least ten (10) days prior to any disclosure to counsel for Shell and Dow listed in paragraph 24 of this Agreement. Plaintiff’s notice provided to counsel for Shell and Dow must include at least: (i) the date on which it intends to make the disclosure; (ii) the basis under paragraph 30(b) for the disclosure; and (iii) the individuals and/or entities that it is making the disclosure to.

31. **Effective Date.** The latest date noted on the signature lines below shall be the "Effective Date" of this Agreement, and this Agreement shall be deemed in effect as of the Effective Date as defined herein.

Dated: 6/10/27

ARVIN EDISON WATER STORAGE DISTRICT

By: [Signature]
Its: President

Dated: _____

THE DOW CHEMICAL COMPANY

By _____
Its: _____

Dated: _____

SHELL USA, INC., individually and, formerly known as, SHELL OIL COMPANY, dba SHELL CHEMICAL COMPANY

By _____
Its: _____

Dated: _____

OCCIDENTAL CHEMICAL CORPORATION

By _____
Its: _____

Dated: _____

J.R. SIMPLOT COMPANY

By _____
Its: _____

31. **Effective Date.** The latest date noted on the signature lines below shall be the “Effective Date” of this Agreement, and this Agreement shall be deemed in effect as of the Effective Date as defined herein.

Dated: _____

ARVIN EDISON WATER STORAGE DISTRICT

By _____

Its: _____

Dated: 7/15/2025

THE DOW CHEMICAL COMPANY

By  _____

Michael A. Glackin

Its: Associate General Counsel

Dated: _____

SHELL USA, INC., individually and, formerly known as, SHELL OIL COMPANY, dba SHELL CHEMICAL COMPANY

By _____

Its: _____

Dated: _____

OCCIDENTAL CHEMICAL CORPORATION

By _____

Its: _____

Dated: _____

J.R. SIMPLOT COMPANY

By _____

Its: _____

31. **Effective Date.** The latest date noted on the signature lines below shall be the “Effective Date” of this Agreement, and this Agreement shall be deemed in effect as of the Effective Date as defined herein.

Dated: _____

ARVIN EDISON WATER STORAGE DISTRICT

By _____

Its: _____

Dated: _____

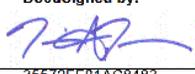
THE DOW CHEMICAL COMPANY

By _____

Its: _____

Dated: Aug 1, 2025

SHELL USA, INC., individually and, formerly known as, SHELL OIL COMPANY, dba SHELL CHEMICAL COMPANY

DocuSigned by:
By  _____
36572FF81AC8483...

Its: VP, Legal

Dated: _____

OCCIDENTAL CHEMICAL CORPORATION

By _____

Its: _____

Dated: _____

J.R. SIMPLOT COMPANY

By _____

Its: _____

31. **Effective Date.** The latest date noted on the signature lines below shall be the "Effective Date" of this Agreement, and this Agreement shall be deemed in effect as of the Effective Date as defined herein.

Dated: _____

ARVIN EDISON WATER STORAGE DISTRICT

By _____

Its: _____

Dated: _____

THE DOW CHEMICAL COMPANY

By _____

Its: _____

Dated: _____

SHELL USA, INC., individually and, formerly known as, SHELL OIL COMPANY, dba SHELL CHEMICAL COMPANY

By _____

Its: _____

Dated: June 19, 2025

OCCIDENTAL CHEMICAL CORPORATION

By  _____

Its: Vice President & Assistant Secretary

Dated: _____

J.R. SIMPLOT COMPANY

By _____

Its: _____

31. **Effective Date.** The latest date noted on the signature lines below shall be the "Effective Date" of this Agreement, and this Agreement shall be deemed in effect as of the Effective Date as defined herein.

Dated: 6/10/25

ARVIN EDISON WATER STORAGE DISTRICT

By [Signature]
Its: President

Dated: _____

THE DOW CHEMICAL COMPANY

By _____
Its: _____

Dated: _____

SHELL USA, INC., individually and, formerly known as, SHELL OIL COMPANY, dba SHELL CHEMICAL COMPANY

By _____
Its: _____

Dated: _____

OCCIDENTAL CHEMICAL CORPORATION

By _____
Its: _____

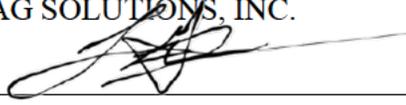
Dated: June 24, 2025

J.R. SIMPLOT COMPANY

By [Signature]
James B. Alderman
Its: Sr. V.P., Secretary & G.C.

Dated: July 10, 2025

NUTRIEN AG SOLUTIONS, INC.

By  _____

Its: Assistant General Counsel

Dated: _____

PUREGO COMPANY

By _____

Its: _____

Dated: _____

SOUTHERN VALLEY CHEMICAL COMPANY

By _____

Its: _____

Dated: _____

NUTRIEN AG SOLUTIONS, INC.

By _____

Its: _____

Dated: June 25, 2025

PUREGO COMPANY

By  _____

Its: Jay E. Smith, Alston & Bird,
Counsel

Dated: _____

SOUTHERN VALLEY CHEMICAL COMPANY

By _____

Its: _____

Dated: _____

NUTRIEN AG SOLUTIONS, INC.

By _____

Its: _____

Dated: _____

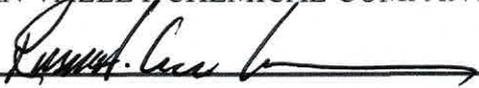
PUREGO COMPANY

By _____

Its: _____

Dated: June 27, 2025

SOUTHERN VALLEY CHEMICAL COMPANY

By 

Its: Secretary, Treasurer

EXHIBIT A

The incoming wiring information for the Robins Borghei LLP client trust account is:

Bank Name: [REDACTED]
Bank Address: [REDACTED]
ABA / Routing #: [REDACTED]
BIC / SWIFT Code: [REDACTED]
Beneficiary Name: [REDACTED]
Beneficiary Account #: [REDACTED]
Memo: Arvin Edison Water Storage District

