

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by Genscape, Inc. (“Genscape”) and the United States Environmental Protection Agency (“EPA”) (collectively, the “Parties”).

WHEREAS, Genscape is a fully-owned subsidiary of Wood Mackenzie, Inc., which in turn is a fully-owned subsidiary of Verisk Analytics, Inc., a publicly traded company;

WHEREAS, Genscape was formerly owned by Daily Mail and General Trust plc, a publicly owned English company;

WHEREAS, Daily Mail and General Trust plc retains a substantial financial interest in the pending litigation pursuant to an indemnification provision in the contractual agreement under which it sold Genscape to Wood Mackenzie, Inc.;

WHEREAS, Genscape filed a petition for review in the U.S. Court of Appeals for the Sixth Circuit, *Genscape v. EPA*, No. 19-3705, seeking review of EPA’s May 31, 2019 action entitled “EPA’s Final Determination in the Matter of Genscape Inc. Option A Quality Assurance Plan Auditor Under the Renewable Fuel Standard Program” (“Final Determination”);

WHEREAS, settlement of the issues raised in this case without expensive and protracted litigation is in the interests of the public, the Parties, and judicial economy;

WHEREAS, the Parties have agreed to a settlement of these matters without any adjudication or admission of fact or law or of any fault, improper act, omission, or wrongdoing of any kind by any party;

NOW THEREFORE, EPA and Genscape, intending to be bound by this Agreement, agree as follows:

1. No later than thirty days after this Agreement is fully executed as described in Paragraph 13, EPA shall take final action to revise the Final Determination in accordance with Attachment A.
2. If EPA takes final action pursuant to Paragraph 1 in accordance with Attachment A to this Agreement, Genscape shall file, within fifteen days of EPA's action, an appropriate pleading for the dismissal with prejudice of its petition for review in accordance with Rule 42(b) of the Federal Rules of Appellate Procedure. Each of the Parties shall bear its own costs in this litigation, including attorneys' fees.
3. If EPA takes final action pursuant to Paragraph 1 in accordance with Attachment A to this Agreement and Genscape fails to comply with any requirement in that action, EPA reserves the right to initiate proceedings to enforce that action.
4. If EPA takes final action pursuant to Paragraph 1 in accordance with Attachment A to this Agreement, Genscape waives any right to challenge that

action in any court or administrative proceeding, including in a petition for judicial review of that action or as a defense in any enforcement proceedings arising out of any failure by Genscape to comply with that action. Genscape also waives any right to seek restoration of or reimbursement for the 1,427,869 D4 renewable identification numbers (“RINs”) that it retired on April 17, 2017.

5. If EPA does not take final action pursuant to Paragraph 1 in accordance with Attachment A to this Agreement, then Genscape shall have the right to move the court to lift the stay of proceedings and set a briefing schedule for its claims. That right shall constitute Genscape’s sole and exclusive remedy if EPA does not accomplish any term of this Agreement.

6. Nothing in the terms of this Agreement shall be construed to limit or modify the discretion accorded EPA under the Clean Air Act or by general principles of administrative law.

7. EPA’s commitments in this Agreement are subject to the availability of appropriated funds. No provision of this Agreement shall be interpreted as or constitute a commitment or requirement that EPA obligate funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable appropriations law or regulation, or otherwise take any action in contravention of those laws or regulations.

8. Genscape's retirement of 24 million valid RINs in accordance with EPA's final action pursuant to Paragraph 1 will fulfill Genscape's RIN replacement obligations under and bring Genscape into compliance with 40 C.F.R. § 80.1470 and 40 C.F.R. § 80.1474, with regard to the auditing activities described in the Final Determination ("the auditing activities") and will thereby resolve fully and finally any and all RIN retirement obligations of Genscape and its parent companies Wood Mackenzie, Inc., and Verisk Analytics, Inc., or its former parent company Daily Mail and General Trust plc, under and arising from the Final Determination and the auditing activities.

9. The Parties may extend the dates set forth in this Agreement or otherwise modify this Agreement by a written agreement executed by counsel for the Parties. If a lapse in EPA's appropriations occurs prior to any deadline in this Agreement, that deadline shall be extended automatically by one calendar day for each calendar day of delay caused by the lapse in appropriations.

10. This Agreement constitutes the complete and entire agreement between the Parties. All prior conversations, meetings, discussions, drafts, and writings of any kind are specifically superseded by this Agreement and may not be used by the Parties to vary or contest the terms of this Agreement or as evidence of the Parties' intent in entering into this Agreement.

11. Nothing in this Agreement shall bind, obligate, or otherwise create any rights or duties applicable to or enforceable by, or impose any conditions or limitations upon, any person or entity that has not signed the Agreement, nor shall the Agreement be construed to make any such persons or entity a third-party beneficiary of the Agreement.

12. The Parties agree and acknowledge that before this Agreement is final, EPA must provide notice in the Federal Register and an opportunity for public comment pursuant to section 113(g) of the Clean Air Act, 42 U.S.C. § 7413(g). After the close of the public comment period, the EPA Administrator and/or the Attorney General, as appropriate, shall promptly consider any public comments and determine whether to withdraw or withhold consent to this Agreement, in accordance with section 113(g) of the Clean Air Act. If EPA determines to proceed with this Agreement, this Agreement shall become final on the date that EPA provides written notice of such finality to Genscape, with a copy to counsel, via electronic mail as follows:

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13. The undersigned representatives of each of the Parties certify that they are fully authorized by the party they represent to bind that respective party to the terms of this Agreement. This Agreement will be deemed to be executed when it has been signed by the representatives of the parties, with final approval pursuant to Paragraph 12.

For Genscape:

Andrew Distler

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For EPA:

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DATED: April 25, 2022

ATTACHMENT A

EPA will, consistent with the Settlement Agreement between the Parties and subject to the limitations in that Agreement, finalize a revision of its May 31, 2019 action entitled “EPA’s Final Determination in the Matter of Genscape Inc. Option A Quality Assurance Plan Auditor Under the Renewable Fuel Standard Program” (“Final Determination”) in accordance with and limited to the following:

1. Genscape is no longer required to retire 69,168,201 valid current or prior year D3, D4, D5, or D7 RINs;
2. Instead, Genscape is required to retire or direct its duly authorized agent on Genscape’s behalf to retire 24,000,000 valid current or prior year D3, D4, D5, or D7 RINs within 48 months of receipt of the revised Final Determination pursuant to the terms of Paragraph 1, pursuant to 40 C.F.R. §§ 80.1474(b)(5)(i), 80.1474(d), and 80.1470(d). These 24,000,000 RINs must be in addition to the 1,427,869 D4 RINs previously retired by Genscape on April 17, 2017.
3. Of those 24,000,000 valid replacement RINs:
 - a. At least 6,000,000 must be retired within 12 months of receipt of the revised Final Determination pursuant to the terms of Paragraph 1;

- b. At least 12,000,000 must be retired within 24 months of receipt of the revised Final Determination pursuant to the terms of Paragraph 1;
 - c. At least 18,000,000 must be retired within 36 months of receipt of the revised Final Determination pursuant to the terms of Paragraph 1.
4. Genscape or its duly authorized agent acting on Genscape's behalf will maintain an active registration until such time that Genscape causes the 24 million valid RINs to be retired, and Genscape or its duly authorized agent acting on Genscape's behalf shall comply with all recordkeeping and reporting requirements for "RIN-owning parties," including:
- a. Quarterly reporting requirements in 40 C.F.R. § 80.1451(c);
 - b. RIN transaction reporting in 40 C.F.R. § 80.1452;
 - c. Attest engagement procedures in 40 C.F.R. § 80.1464(c); and
 - d. Retention of records as required by 40 C.F.R. § 80.1454(f).

EPA's revision will not alter any of the other provisions of, or statements in the Final Determination, including:

- 1. Revocation of Genscape's registration as an EPA approved QAP provider, pursuant to 40 C.F.R. § 80.1450(g)(11);

2. Revocation of Genscape's QAP A, pursuant to 40 C.F.R.

§ 80.1469(e)(4); and

3. Formal determination of all of the Gen-X and SRAC RINs to be invalid.