

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into by and between defendants West Virginia Paving, Inc. (“WVP”) and Camden Materials, LLC (“Camden”) and the State of West Virginia ex rel. Patrick Morrissey, Attorney General, Byrd White, in his official capacity as Secretary of Transportation and Commissioner of Highways, West Virginia Department of Transportation and the Cities of Charleston, Beckley, Bluefield, Huntington, Parkersburg, and the Kanawha County Commission (together, the “Settling Plaintiffs”) on October 15, 2020.

RECITALS

This Agreement is entered into with reference to the following facts and recitals, which are true to the best of the Parties' knowledge and belief, and are made part of this Agreement:

A. Beginning on October 12, 2016, the Municipalities filed the first in a series of six (6) putative class-action lawsuits against the WVP Defendants, which were later consolidated into a single action, captioned City of Charleston v. West Virginia Paving, Inc., Civil Action No. 16-C-1552, in the Circuit Court of Kanawha County, West Virginia, and subsequently referred to the Circuit Court of Kanawha County, West Virginia, Business Court Division.

B. On January 11, 2017, the State filed a parallel lawsuit against the WVP Defendants, captioned State of West Virginia ex rel. Morrissey v. CRH, pic, Civil Action No. 17-C-41, in the Circuit Court of Kanawha County, West Virginia, which was subsequently referred to the Circuit Court of Kanawha County, West Virginia, Business Court Division.

C. The Settling Plaintiffs in the above-referenced actions (“Actions”) allege that the WVP and certain affiliates, including Camden Materials, LLC, CRH plc, CRH Americas, Inc., CRH Americas Materials, Inc., Southern West Virginia Asphalt, Inc., and Southern West Virginia Paving, Inc. (“WVP Defendants”) engaged in restraints of trade in violation of W. Va. Code § 47-18-3; and

D. The Settling Plaintiffs have conducted an investigation into the facts and law regarding these Actions and have concluded that their claims are valid and entitle them to treble damages under West Virginia law, but nevertheless believe that resolving their claims against the WVP Defendants according to the terms set forth below is in their best interests;

E. The WVP Defendants, despite their belief that they are not liable for the claims asserted and have good defenses thereto, have nevertheless agreed to enter into this Agreement, without admitting any liability for the claims asserted, in order to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the releases, orders, and judgment contemplated by this Agreement, and to put to rest with finality all claims that were or could have been asserted against them based on the allegations of these Actions, as more particularly set out below; and

F. The WVP Defendants unequivocally denied—and continue to unequivocally deny—the truth of the Settling Plaintiffs' allegations.

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is agreed by and among the undersigned that the claims against the WVP Defendants be settled, compromised, and dismissed on the merits with prejudice as to the WVP Defendants, on the following terms and conditions, and incorporating all of the preceding clauses:

1. DEFINITIONS.

- a. Settlement Funds – means \$28,000,000 in currency or funds.
- b. Project Credits – means \$71,000,000 in credits for use on construction projects as more fully described in Section 4, below, and include the projects listed in Exhibit A hereto. The WVP Defendants intend that the Project Credits will be used for the sole and exclusive benefit of the Settling Plaintiffs such that the Settling Plaintiffs will receive the full \$71 million in value from the Settlement Credits. The Settling Plaintiffs intend to exhaust the Settlement Credits as soon as practicable while ensuring that the Settlement Credits will be used for the Settling Plaintiffs’ sole and exclusive benefit. The Settling Plaintiffs and the WVP Defendants agree to use commercially reasonable efforts to accomplish the goals set forth in this Paragraph 1.b., and further agree that the failure to use such commercially reasonable efforts would be a material breach of this Agreement.
- c. Mid-Ohio Valley Region – means the geographical area encompassed by Wood, Pleasants, Mason, Jackson, Roane, Calhoun, Wirt and Ritchie Counties, West Virginia.
- d. Southwestern Region – means the geographical area encompassed by Putnam, Cabell, Kanawha, Wayne, Lincoln, Boone, Logan, and Mingo Counties, West Virginia.
- e. Southern Region – means the geographical area encompassed by McDowell, Wyoming, Raleigh, Fayette, Nicholas, Mercer, Summers, Greenbrier and Monroe Counties, West Virginia.
- f. Asphalt – means a paving material produced by combining and heating asphalt cement (also referred to in the industry as “liquid asphalt” or “asphalt oil”) with aggregate.
- g. Asphalt Paving Services – means actions or activities involved in applying Asphalt to roadways, whether newly constructed or resurfacing.

2. CONTINUED EFFECT OF PROTECTIVE ORDERS. The parties acknowledge that pursuant to certain protective orders filed in the Actions (the “Protective Orders”) they, their attorneys and their expert and fact witnesses (as well as others identified in Paragraph 10 of the Protective Orders) have had access to materials which are protected by the Protective Orders. Pursuant to the terms thereof, the Court shall retain jurisdiction

to enforce such Protective Orders. The parties will make their best efforts to ensure that all the terms thereof are carried out by counsel, fact witnesses, consultants, and expert witnesses.

3. INJUNCTIVE RELIEF AND STRUCTURAL CHANGES. The WVP Defendants agree to the entry of an injunction, without the necessity of a bond, prohibiting the conduct set forth in paragraphs 3.a. and 3.b. below:

a. The WVP Defendants shall refrain from entering into any contract, combination or conspiracy to restrain trade in West Virginia in violation of the West Virginia Antitrust Act (“WVAA”) W.Va. Code § 47-18-3, and shall not monopolize or attempt to monopolize Asphalt manufacturing or Asphalt Paving Services in West Virginia, by unlawful means, in violation of the WVAA. W.Va. Code § 47-18-4.

b. The WVP Defendants shall refrain from assisting or helping any other party to obtain or maintain a monopoly in the Asphalt manufacturing or Asphalt Paving Services in West Virginia.

In addition, the WVP Defendants shall make the structural changes, or structural changes substantially similar thereto, set forth in Exhibit B hereto which are sought by the Plaintiffs in order to improve competition in the Mid-Ohio Valley, Southwestern and Southern Regions. For an eight (8) year period after the execution of this agreement, any merger, acquisition or joint venture by the WVP Defendants in the Mid-Ohio Valley and Southwestern Regions which involve Asphalt manufacturing or Asphalt Paving Services with a total value of over \$1 million, or any merger, acquisition or joint venture by the WVP Defendants in the Southern Region with any competitor, or any acquisition of any competitor (or the acquisition of all, or substantially all, of a competitor’s assets) in the Southern Region which involve Asphalt manufacturing or Asphalt Paving Services with a total value of over \$500,000, requires 120-day advance notice to the Secretary of the WV Department of Transportation and the Attorney General prior to closing of said merger or acquisition.

4. SETTLEMENT. WVP shall deliver to counsel for the Settling Plaintiffs the amount of \$28,000,000 by wire transfer of immediately available funds to the Client Trust account of Bailey & Glasser, LLP within thirty (30) days of execution of this agreement. In addition, WVP will provide the Project Credits defined above and will complete the work on those projects properly and timely. The \$71 million in Project Credits will be used as follows:

a. Beginning with full deductive change orders for any amounts owed with regard to the construction projects listed in Exhibit A hereto, the WVDOT/WVPA will have the right to issue deductive change orders for any amounts owed to WVP and its affiliates for construction projects or purchase order contracts until the Project Credits are exhausted;

b. WVP agrees to execute the deductive change orders within 10 days of receiving them until the Project Credits are exhausted;

c. Beginning on January 1, 2023, WVP may request a deductive change order if the WVDOT/WVPA fails to issue the same with regard to a project with the consent of the WVDOT/WVPA (which consent shall not be unreasonably withheld). The Parties agree that the interference of a proposed deductive change order with the WVDOT/WVPA's right to use or receive federal highway funds or with its ability to expend highway bond proceeds are examples of reasonable bases on which the WVDOT/WVPA may withhold consent under this sub-paragraph.

d. WVP will pay any outstanding balance in cash if the Project Credits are not exhausted by December 31, 2027.

5. NO CIVIL PENALTY. No portion of the Settlement Payment shall be considered a civil penalty or subject to the provisions of W. Va. Code § 47-18-18.

6. NO DEBARMENT. In furtherance of providing the Project Credits described above, the Settling Plaintiffs agree that the WVP Defendants shall not be debarred, and agree not to cause, pursue, recommend, or take any act in furtherance of the debarment of the WVP Defendants for any reason, known or unknown, arising out of the allegations made in the Actions.

7. RELEASES. In consideration for the Settlement Payment and the other provisions and clauses of this Agreement, and for other valuable consideration, the WVP Defendants shall be completely released, acquitted, and forever discharged from any and all claims for injunctive relief and damages, including all damages sustained by the Settling Plaintiffs through the effective date of this Agreement and all claims for attorneys' fees and any other litigation expenses, demands, actions, suits, and causes of action that the Settling Plaintiffs, or any of them, ever had, now have, or hereafter may have on account of, or arising in any way out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected injuries, damages, and the consequences thereof in any way arising out of or relating in any way to any act or omission of the WVP Defendants concerning the manufacture of asphalt or the provision of asphalt paving services to any of the Settling Plaintiffs and which were brought or could have been brought in the complaints filed in the Actions including, without limitation, any claims arising under any federal or state antitrust, unjust enrichment, unfair competition, trade practice statutory or common law, and consumer protection law (to the extent that a consumer protection claim would or could be based on allegations of an antitrust or unfair competition violation) (the "Released Claims"). The Settling Plaintiffs shall not, after the date of this Agreement, seek to establish liability against the WVP Defendants based, in whole or in part, upon any of the Released Claims, or conduct at issue in the Released Claims.

8. ATTORNEY FEES AND COSTS. Each party shall bear its own attorney fees and costs.

9. EXCLUSION. Because the Actions were not brought by the attorney general as a *parens patriae* action under W. Va. Code § 47-18-17, the Released Claims do not include claims which would be subject to the notice and opt-out provisions of that section.

10. ENFORCEMENT. This Agreement shall be enforceable by the Settling Plaintiffs. Any failure by any party to this Agreement to insist upon the strict performance by any other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement.

11. CONTINUING OBLIGATION. This Agreement, which constitutes a continuing obligation, is binding upon the Settling Plaintiffs and the WVP Defendants and any of the WVP Defendants' respective successors, assigns or other entities or persons otherwise bound by law.

12. WAIVER. The Parties agree not to challenge the entry of the attached Agreed Order of Dismissal and waive all rights of appeal. Consent to this Agreement does not constitute an approval by the Settling Plaintiffs of the WVP Defendants' business acts and practices, and the WVP Defendants shall not represent this Agreement as such an approval.

13. COMPLIANCE. Nothing in this Agreement shall relieve the WVP Defendants of their obligation to comply with all U.S. federal, state, and local laws, and regulations.

14. CIRCUMVENTION. The WVP Defendants shall not participate, directly or indirectly, in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part in the State of West Virginia that are prohibited by this Agreement or for any other purpose that would otherwise circumvent any term of this Agreement.

15. ONGOING JURISDICTION. The Business Court Division of the Kanawha County Circuit Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement (including any disputes as to whether the projects on Schedule A have been properly and timely completed) that cannot be resolved by negotiation and agreement by the Settling Plaintiffs and the WVP Defendants. The Court may award reasonable attorneys' fees and expenses to the party prevailing in any proceeding to enforce this Agreement.

16. INTEGRATION CLAUSE. This agreement, including exhibits, constitutes the entire, complete, and integrated agreement among Settling Plaintiffs and the WVP Defendants pertaining to the Actions and supersedes all prior and contemporaneous undertakings of Settling Plaintiffs and the WVP Defendants in connection herewith. This Agreement may not be modified or amended except in writing executed by Settling Plaintiffs and the WVP Defendants.

17. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts by Settling Plaintiffs and the WVP Defendants, and a facsimile or scanned image of a signature shall be deemed an original signature for purposes of executing this Agreement.

18. FUTURE INTERPRETATION. Neither Settling Plaintiffs nor the WVP Defendants shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

19. AUTHORITY. Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGES FOLLOW]

ENTERED INTO AND AGREED TO BY

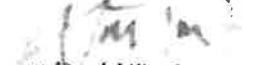
West Virginia Paving, Inc.


By: Robert Brookover
Its: President

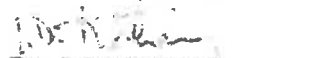
CRH plc


By: Sean Murphy
Its: Group Finance Director

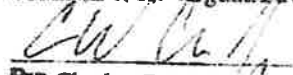
Oldcastle, Inc.


By: David Toolan
Its: Assistant Secretary


Oldcastle Materials, Inc.


By: John Kothering
Its: Chief Financial Officer

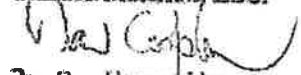
Southern West Virginia Paving, Inc.


By: Charles Crane
Its: Senior Vice President

Southern West Virginia Asphalt, Inc.


By: Matthew Campbell
Its: Chief Financial Officer

Camden Materials, LLC.


By: Dan Coopewider
Its: Chairman

State of West Virginia ex rel. Patrick Morrissey, Attorney General

Donald P. [Signature]
By: *Donald P. [Signature] II*
Its: *Sr Deputy AG*

West Virginia Department of Transportation, Division of Highways

By:
Its:

City of Charleston

By:
Its:

City of Parkersburg

By:
Its:

Kanawha County Commission

By:
Its:

City of Huntington

By:
Its:


City of Bluefield

By:
Its:

State of West Virginia ex rel. Patrick Morrissey, Attorney General

By:
Its:

West Virginia Department of Transportation, Division of Highways


By: *Byrd E. Wise, III*
Its: *Secretary & Commissioner*

City of Charleston

By:
Its:

City of Parkersburg

By:
Its:

Kanawha County Commission

By:
Its:

City of Huntington

By:
Its:

City of Bluefield

By:
Its:

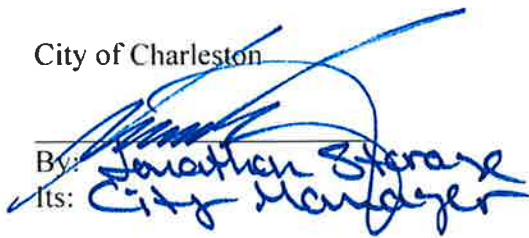
State of West Virginia ex rel. Patrick Morrissey, Attorney General

By:
Its:

West Virginia Department of Transportation, Division of Highways

By:
Its:

City of Charleston

By: 
Its: *City Manager*

City of Parkersburg

By:
Its:

Kanawha County Commission

By:
Its:

City of Huntington

By:
Its:

City of Bluefield

By:
Its:

State of West Virginia ex rel. Patrick Morrissey, Attorney General

By:
Its:


West Virginia Department of Transportation, Division of Highways

By:
Its:

City of Charleston

By:
Its:

City of Parkersburg


By: THOMAS T. JOYCE
Its: MAYOR

Kanawha County Commission

By:
Its:

City of Huntington

By:
Its:

City of Bluefield

By:
Its:

State of West Virginia ex rel. Patrick Morrissey, Attorney General

By:
Its:

West Virginia Department of Transportation, Division of Highways

By:
Its:

City of Charleston

By:
Its:

City of Parkersburg

By:
Its:

Kanawha County Commission


By:
Its: *President*

City of Huntington

By:
Its:

City of Bluefield

By:
Its:

State of West Virginia ex rel. Patrick Morrissey, Attorney General

By:
Its:

West Virginia Department of Transportation, Division of Highways

By:
Its:

City of Charleston

By:
Its:

City of Parkersburg

By:
Its:

Kanawha County Commission

By:
Its:

City of Huntington



By:
Its:

City of Bluefield

By:
Its:

State of West Virginia ex rel. Patrick Morrissey, Attorney General

By:
Its:

West Virginia Department of Transportation, Division of Highways

By:
Its:

City of Charleston

By:
Its:

City of Parkersburg

By:
Its:

Kanawha County Commission

By:
Its:

City of Huntington

By:
Its:

City of Bluefield

Colin M. Cline
By: COLIN M CLINE
Its: CITY SOLICITOR

City of Beckley

Robert R. Rappold

By: Robert R. Rappold

Its: Mayor

EXHIBIT A

JOB NO.	STATE PROJECT #	FEDERAL PROJECT #	COUNTY	JOB DESCRIPTION	Projected Revenue on Completion	Revenue received to date	Remaining Revenue
P.O.	10	01-20-04687	Boone	Mud River Rd.	\$ 245,506	\$ -	\$ 245,506
P.O.	3	01-21-04301	Boone	Sylvester to Whitesille	\$ 348,370	\$ -	\$ 348,370
P.O.	17	02-21-0052	Cabell	Blue Sulphur	\$ 242,198	\$ -	\$ 242,198
P.O.	52/1	02-21-0055	Cabell	Skyview Drive +1	\$ 223,155	\$ -	\$ 223,155
P.O.	41/13	09-21-0196	Fayette	Crickmer	\$ 257,420	\$ -	\$ 257,420
P.O.	61/29	09-21-0203	Fayette	Kanawha Falls	\$ 467,564	\$ -	\$ 467,564
P.O.	US 220	0521-0056	Hardy	Gap Bridge US 220	\$ 205,885	\$ -	\$ 205,885
P.O.	79/3	01-20-04685	Kanawha	Cabin Creek Rd	\$ 527,442	\$ -	\$ 527,442
P.O.	76	01-21-04302	Kanawha	Decota Road	\$ 396,682	\$ -	\$ 396,682
P.O.	7/8	01-21-04300	Kanawha	Limestone Road	\$ 206,209	\$ -	\$ 206,209
P.O.	10	02-21-0029	Lincoln	Ranger - Rockville	\$ 306,178	\$ -	\$ 306,178
P.O.	48	02-21-0053	Lincoln	Nine Mile	\$ 229,785	\$ -	\$ 229,785
P.O.	65/5	02-21-0054	Mingo	Rockhouse Fork	\$ 177,285	\$ -	\$ 177,285
P.O.	WV 129	09-21-0198	Nicholas	Mt Nebo	\$ 50,243	\$ -	\$ 50,243
P.O.	CR 6	0821-0182	Pendleton	Lower Timber Ridge	\$ 145,687	\$ -	\$ 145,687
P.O.	CR 18/1	0821-0157	Pendleton	Smith Creek Top Road	\$ 132,232	\$ -	\$ 132,232
P.O.	CO 1/8	0820-0077	Pocahontas	Seneca State Park	\$ 520,741	\$ -	\$ 520,741
P.O.	CO 27/3	0820-0076	Pocahontas	Watoga State Park	\$ 507,783	\$ 383,429	\$ 124,354
P.O.	34/8	01-20-04299	Putnam	Mud Lick Right Fork	\$ 350,908	\$ -	\$ 350,908
P.O.	6	01-21-04294	Putnam	Dunlap Rd	\$ 78,313	\$ 75,027	\$ 3,286
P.O.	7	01-21-04293	Putnam	Turkey Br. Rd.	\$ 85,548	\$ 83,297	\$ 2,251
P.O.	21	01-21-04296	Putnam	Guano Cr. Rd.	\$ 198,507	\$ -	\$ 198,507
P.O.	12	01-21-04295	Putnam	Cross Cr.	\$ 600,098	\$ 570,520	\$ 29,578
P.O.	30	01-21-04297	Putnam	Polindexter Rd.	\$ 126,811	\$ -	\$ 126,811
P.O.	19/3	01-21-04298	Putnam	Trace Cr. Rd.	\$ 184,657	\$ -	\$ 184,657
P.O.	5	01-21-04291	Putnam	Jim Ridge Rd.	\$ 318,066	\$ 308,970	\$ 9,096
P.O.	1	01-21-04292	Putnam	Manila Cr. Rd.	\$ 279,791	\$ 271,226	\$ 8,565
P.O.	17	09-21-0196	Summers	Ballengee Rd	\$ 679,136	\$ -	\$ 679,136
P.O.	1	02-21-0051	Wayne	Big Sandy River Road	\$ 145,716	\$ -	\$ 145,716
Totals					\$ 8,237,917	\$ 1,692,469	\$ 6,545,448

In addition to the projects set forth above, the WVDOT agrees to use at least \$36 million in project credits on the "WV 869 Mason Co 40" project which is currently in process.

EXHIBIT B

“WVP Defendants” shall mean CRH, plc; CRH Americas, Inc. (f/k/a Oldcastle, Inc.); CRH Americas Materials, Inc. (f/k/a Oldcastle Materials, Inc.); West Virginia Paving, Inc. (“WVP”); Southern West Virginia Paving, Inc.; Southern West Virginia Asphalt, Inc. (“SWVA”); Camden Materials, LLC.

“American Defendants” shall mean American Asphalt & Aggregate, Inc., American Asphalt of West Virginia, LLC (“AAWV”); Blacktop Industries and Equipment Company.

“Kelly Paving” shall mean Kelly Paving, Inc.

American Defendants

a. The WVP Defendants shall not acquire or attempt to acquire the interests of the American Defendants in American Asphalt of West Virginia, LLC or any third party affiliated with the American Defendants or their successors in interest.

b. Within 30 days of receipt of a fully executed copy of the Settlement Agreement, American Asphalt and Aggregate, Inc. or its designee will acquire at no cost an additional 1% of the AAWV joint venture to achieve 51% ownership.

c. Within 30 days of receipt of a fully executed copy of the Settlement Agreement, The WVP Defendants shall remove all non-compete agreements and restrictive covenants imposed by them on the American Defendants and upon Daron Dean.

d. The WVP Defendants shall not attempt to enforce buyout provisions in the AAWV joint venture, but, instead, the buyout provisions of the AAWV joint venture may be exercised by the American Defendants and/or Daron Dean.

e. Through at least December 31, 2027, any of the American Defendants and/or Daron Dean shall have a right of first refusal to acquire SWVA’s 49% interest in the AAWV joint venture at 4 times EBITDA.

f. To increase capacity, AAWV may install an additional silo and transfer chute at the Kenova and St. Albans plants, which will be financed by the AAWV joint venture and guaranteed by SWVA if installed by December 31, 2027. SWVA shall no longer have an obligation to guarantee the purchase if SWVA sells its entire ownership interest in the AAWV joint venture to the American Defendants (or any of them) or to an unaffiliated third party.

g. The AAWV joint venture may install a batch tower (4-5 ton), hot elevator, and dryer at Kenova to be financed by the AAWV joint venture and guaranteed by SWVA if installed before December 31, 2027. SWVA shall no longer have an obligation to guarantee the purchase if SWVA sells its entire ownership interest in the AAWV joint venture to the American Defendants (or any of them) or to an unaffiliated third party.

h. Within 30 days of receipt of a fully executed copy of the Settlement Agreement, the WVP Defendants shall enter in a long-term aggregate supply agreement with the American Defendants, including recycled asphalt pavement (“RAP”).

i. On or before January 1, 2021, the WVP Defendants will surrender accounting oversight for the AAWV joint venture to the American Defendants and/or Daron Dean.

j. A member of Daron Dean’s family may enter the asphalt laydown business and may do so as a certified Minority- or Woman-owned Business Entity. Sales from the AAWV joint venture to such business shall be made at arms’ length.

k. Through at least December 31, 2027, WVP Defendants shall sell liquid asphalt to American Defendants at the same price they receive it from their sister company or companies.

l. Through at least December 31, 2027, The AAWV joint venture shall supply spot asphalt on non-discriminatory price and supply terms to all customers.

m. Within 30 days of receipt of a fully executed copy of the Settlement Agreement, the America Defendants and the WVP Defendants shall take all steps reasonable and necessary in order to eliminate WVP Defendants’ take or pay tonnage obligation from the joint venture.

n. All other terms of the AAWV joint venture shall stay the same.

Kelly Paving

For a period of seven years beginning on the date on which such relief is ordered, WVP Defendants agree as follows:

a. The WVP Defendants shall not acquire or attempt to acquire the interests of Kelly Paving or any third party affiliated with Kelly Paving in Camden Materials LLC. Further, the WVP Defendants shall not sell or attempt to sell the interests of the WVP Defendants or any third party affiliated with the WVP Defendants in Camden Materials LLC to Kelly Paving.

b. All asphalt manufactured by Camden Materials LLC shall be sold at restricted prices (the “Baseline Prices”) approved by the West Virginia Department of Transportation, Division of Highways as follows:

[CHART FOLLOWS]

WVDOH MIX TYPE	Camden Baseline Price
Asphalt Plant Run	\$ 64.00
Asphalt Section 401 - 12.5mm Superpave	\$ 64.75
Asphalt Section 401 - 19mm Superpave	\$ 62.00
Asphalt Section 401 - 25mm Superpave	\$ 62.00
Asphalt Section 401 - 4.75mm Superpave	\$ 72.50
Asphalt Section 401 - Base 1	\$ 59.00
Asphalt Section 401 - Base 11	\$ 61.00
Asphalt Section 401 - Patch and Level	\$ 61.00
Asphalt Section 401 - Scratch Course	\$ 65.00
Asphalt Section 401 - Wearing 1	\$ 64.00
Asphalt Section 401 - Wearing 111	\$ 72.50
Asphalt Section 401 - Wearing IV	\$ 62.00
Asphalt Section 402 - 12.5mm Superpave	\$ 74.50
Asphalt Section 402 - 4.75mm Superpave	\$ 72.50
Asphalt Section 402 - 9.5mm Superpave	\$ 72.50
Asphalt Section 402 - Wearing 1	\$ 72.00
Asphalt Section 402 - Wearing III	\$ 72.50
Asphalt Section 402 - Wearing IV	\$ 73.00
Surcharge for PG Binder- 70 minus 22	\$ 5.00
Surcharge for PG Binder- 76 minus 22	\$ 15.00
Off-Season Plant Opening - First Day	\$2,500.00

The Baseline Prices, excluding the liquid asphalt component of the asphalt mixes as specified in the West Virginia Department of Transportation's Standard Specifications, shall be adjusted on January 1st of each calendar year to account for any annual percentage change of the Producer Price Index – Construction Sand/Gravel/Crushed Stone (Code 1321). In addition, the Baseline Prices shall be adjusted on a monthly basis to account for any change in the West Virginia Department of Transportation's Contract Bidding Indexes for Fuel, Asphalt & Cement Prices.

c. Asphalt manufactured by Camden Materials LLC during that period shall be offered and sold on a non-discriminatory basis to all customers.

d. The persons or entities responsible for operating Camden Materials LLC shall bear all the costs associated with complying with these structural changes.

e. The foregoing requirements will not apply to any unaffiliated third party who acquires Camden Materials LLC or acquires substantially all of the assets of Camden Materials LLC. Neither Kelly Paving nor any parent or subsidiary of Kelly Paving shall be considered an unaffiliated third party. Likewise, none of the WVP Defendants nor any parent or subsidiary of the WVP Defendants will be considered an unaffiliated party.