

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”), dated and effective as of January 31, 2018 (the “Effective Date”), is entered into by and between the **CITY OF GREEN**, an Ohio municipal corporation, having a mailing address of 1755 Town Park Boulevard, Green, OH 44685 (hereinafter, the “City”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid by **NEXUS GAS TRANSMISSION, LLC**, a Delaware limited liability company, having a principal place of business at 5400 Westheimer Court, Houston, Texas 77056 (“NEXUS”). For purposes of this Agreement, the City and NEXUS are individually referred to as “Party” and collectively referred to as the “Parties.”

I. RECITALS

WHEREAS, NEXUS is involved in the construction, operation, and maintenance of an interstate natural gas pipeline system in Ohio and Michigan, including through the City (the “Project”).

WHEREAS, on August 25, 2017, the Federal Energy Regulatory Commission (“FERC”) issued a Certificate of Public Convenience and Necessity to NEXUS in FERC Docket No. CP-16-22-000 (“Certificate”), authorizing NEXUS to construct and operate the Project.

WHEREAS, as part of the Project, NEXUS must acquire certain easement interests in property owned in fee by the City and must cross and/or utilize certain roads within the City.

WHEREAS, pursuant to 15 U.S.C. 717f(h), NEXUS filed a condemnation action against the City on October 2, 2017 in the United States District Court for the Northern District of Ohio, Case No. 5:17-cv-2062 (*NEXUS Gas Transmission, LLC v. City of Green, Ohio, et al.*), seeking the acquisition by eminent domain of certain easement interests from the City (the “Condemnation Action”).

WHEREAS, on December 28, 2017, the District Court in the Condemnation Action determined that NEXUS has the authority to condemn the easement interests NEXUS must acquire in the City's property.

WHEREAS, on January 25, 2018, the City filed an appeal of the December 28, 2017 decision in the Condemnation Action which was filed in the Sixth Circuit Court of Appeals in Case No. 18-3112, on February 1, 2018 (the "Condemnation Appeal").

WHEREAS, on September 19, 2017, Ohio EPA issued NEXUS a Section 401 Water Quality Certification (the "401 Certification").

WHEREAS, on September 26, 2017, the City filed an appeal of the 401 Certification with the Ohio Environmental Review Appeals Commission in *City of Green v. Butler*, Case No. ERAC 17-6940 (the "401 ERAC Appeal").

WHEREAS, on September 26, 2017, the City filed an appeal of the 401 Certification with the United States Court of Appeals for the Sixth Circuit in *City of Green, Ohio v. Ohio Environmental Protection Agency and NEXUS Gas Transmission, LLC (Intervenor)*, Case No. 17-4016 (the "401 Sixth Circuit Appeal").

WHEREAS, the Parties desire to enter into this Agreement to avoid continued litigation and costs, and to fully and completely resolve all disputes, claims, petitions, appeals, and/or counterclaims that were or could have been raised in all pending lawsuits/litigation arising from or relating to the Project, including but not limited to the Condemnation Action, the Condemnation Appeal, the 401 ERAC Appeal and the 401 Sixth Circuit Appeal (collectively, the "Litigation").

WHEREAS, time is of the essence, including the execution of this Agreement by no later than 11:59pm EST on February 7, 2018, relating to the various terms and conditions set forth in this Agreement.

WHEREAS, this Agreement supersedes the settlement term sheet that the Parties entered into dated January 31, 2018.

NOW THEREFORE, in consideration of the promises, mutual covenants, and agreements contained herein, and intending to be legally bound hereby, the Parties agree as follows:

II. SETTLEMENT TERMS

A. Consideration

- i. Upon receipt of a completed W-9 and wire transfer instructions from the City, NEXUS will pay the City the full and final settlement amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) (the "Settlement Amount") within five (5) business days of NEXUS' receipt of the executed Grant of Easement (as defined below). The Settlement Amount shall be paid by wire transfer.

- ii. As part of the consideration for this Agreement, NEXUS agrees to transfer to the City approximately 20 contiguous acres (the "20 Acres") from the 41.1345 acres parcel formerly owned by the Plummer Family Trust and better known as Parcel Number: 2813381/ Alt ID# GR-00034-99-006.000. The Parties recognize that the completion of this transaction will require survey work, which survey work shall be done at NEXUS' expense, and additional negotiation; however, the Parties agree that the transfer of the above-referenced 20 Acres will: (i) abut Boettler Park to the west of the park and involve property primarily on the eastern half of the above-referenced parcel; (ii) provide the City with access from Koons Road or Thursby Road to facilitate access to Boettler Park; and (iii) ensure that NEXUS retains reasonable development lots on its remaining acreage as well as retaining necessary easements in locations where the Project may cross the City's 20 Acres.

B. Grant of Easement

The City shall execute the Grant of Easement in the form attached hereto as Exhibit A (the "Grant of Easement") as soon as practicable after the execution of this Agreement, but in any event no more than two (2) business days thereafter.

C. Road Use Maintenance Agreement and Permits

NEXUS and the City shall execute the Road Use Maintenance Agreement in the form attached hereto as Exhibit B (the "RUMA") as soon as practicable after the execution of this Agreement, but in any event no more than two (2) business days thereafter. The City also agrees that it shall not unreasonably withhold, condition, or delay any permits or approvals NEXUS may require from the City,

provided the application for any such required permits or approvals is substantially complete.

D. Information Exchange and Project Coordination

- i. Prior to the start of construction activities for the pipeline in the City, NEXUS will convene Project subject matter experts to meet with City personnel to discuss haul routes, construction issues, safety, security, and other considerations associated with construction of the Project in the City. NEXUS will provide the City with relevant construction plans and its proposed construction schedule for work within the City. Once construction activities commence, a weekly meeting will be conducted thereafter for the same purposes during which the City may also raise any resident questions or concerns for discussion. At the City's request, NEXUS agrees to meet with the City more frequently at a mutually agreeable date, time and location to address questions or concerns that may arise and need a more immediate response. NEXUS shall, upon receipt from its contractors, provide the City with relevant information from its contractor's two-week construction forecast/march charts for construction activities within the City for the purpose of providing the City with updated information regarding when construction is expected to occur and where in the City.
- ii. The Parties shall each designate a Project Liaison as a central point of contact for communication between the Parties. The City's Liaison shall be permitted to conduct site visits from time-to-time upon reasonable advance request, but NEXUS in its sole discretion may deny any request due to safety concerns. It is understood, however, that NEXUS may not interfere with the rights of the City or other parties to observe Project work from areas outside of NEXUS' certificated workspace, easements, and rights-of-way. Prior to entering any Project work area, the City's Liaison shall undergo NEXUS' safety training, carry insurance, execute a liability waiver, and must be accompanied by a NEXUS representative at all times. The City's Liaison shall not interfere with NEXUS' activities and shall have no authority to direct NEXUS' work, although it may communicate concerns or questions to NEXUS' Liaison, who shall convey such concerns to appropriate parties and respond to the City in a reasonable period of time.
- iii. NEXUS will provide its contractors with the City's business income tax registration packet prior to the start of construction activities in the City.
- iv. NEXUS agrees that it will not remobilize the Greensburg Road wareyard located on Tax Parcel No. 2805829 nor create or mobilize a replacement wareyard in the City.

E. Environmental Information

- i. NEXUS will review the City's SWPPP requirements alongside its FERC-approved Project Erosion & Sediment Control Plan and meet with the City to discuss any questions or requests of the City for additional environmental controls being implemented for the Project.
- ii. NEXUS will provide the City with additional wetland data regarding properties in the City which are not already in the City's possession or made available to the City as part of the 401 ERAC Appeal and/or 401 Sixth Circuit Appeal, and answer questions regarding the information provided.

F. Emergency Response Training/Pipeline Monitoring

- i. NEXUS will provide briefings and responder training to local government responders and local emergency management agencies that provide services in and around the City (collectively the "EMAs"). This training will include working with first responders to help the City in its development of an evacuation plan.
- ii. During construction, NEXUS will be inspecting 100% of pipeline welds using ultrasonic or X-ray inspection techniques, exceeding regulatory requirements.
- iii. Before placing the pipeline into service, the entire pipeline will be filled with water and pressure tested to at least 150% of the maximum allowable operating pressure in the City.
- iv. Once the Project is in operation, NEXUS will offer annual training to the EMAs.
- v. Pipeline construction, operation and maintenance will be audited and inspected by both the U.S. Department of Transportation's Pipeline and Hazardous Materials Safety Administration ("PHMSA") and the Ohio Public Utility Commission ("PUCO"). The PUCO is an interstate agent for PHMSA, giving them the authority to inspect on behalf of federal regulators.
- vi. The Project will be monitored 24 hours a day, 7 days a week for pressure, flow and temperature of natural gas throughout the pipeline. Gas Control monitors and reacts to equipment anomalies and when necessary, dispatches employees who live and work along the pipeline to respond. Remote control shut-off equipment will be installed along the Project, enabling NEXUS to operate valves remotely from Gas Control in the case of an emergency. The pipeline is also equipped with remote sensors that can monitor slight variations in gas pressure, flow or temperature, and enable NEXUS to shut off any section of the pipe if anomalies are detected. One shut off is located in the City of Green.

- vii. The entire Project will be patrolled weekly by aerial or ground patrol, although PHMSA's regulations only require these inspections 2 to 4 times per year. Equipment that applies cathodic protection to the Project for corrosion control shall be inspected six times per year and remediated promptly if not functioning properly. NEXUS will run a pre-service in-line inspection tool to look for dents that would indicate the pipeline was hit by an excavator after installation. NEXUS will conduct an in-line inspection of the entire NEXUS pipeline using an in-line inspection tool capable of detecting dents and metal loss within 3 years of placing the pipeline in service, which is in excess of applicable regulations, and every seven years thereafter. . NEXUS will copy the City on required periodic reports made to applicable regulatory agencies of its inspection activities, to the extent not subject to trade secret or critical energy infrastructure (CEII) limitations.

G. Litigation/Disputes

- i. Within one business day of the City's execution of this Agreement, the Parties shall make all necessary filings to effectuate dismissal of the Litigation with prejudice. Specifically, City agrees to: (i) authorize the execution and filing of the Stipulation of Dismissal attached hereto as Exhibit C in the Condemnation Action; (ii) file dismissals of the Condemnation Appeal, 401 ERAC Appeal, and 401 Sixth Circuit Appeal; and (iii) cooperate with NEXUS to defend against and oppose any efforts by third parties to challenge this Agreement or join the 401 Sixth Circuit Appeal.
- ii. The City shall refrain, directly or indirectly, from interfering with the Project in the future, including but not limited to refraining from appearing as a party in any future regulatory or other legal proceedings intended to oppose, delay, stay, and/or block the construction and operation of the Project, other than to enforce the terms of this Agreement, the Grant of Easement and/or RUMA. In addition, notwithstanding the foregoing, the City reserves its right to report to NEXUS and/or appropriate governmental authorities any condition(s), event(s) or occurrence(s) that the City believes may constitute a violation of any applicable law, rule, regulation or of any provision contained in the Certificate.

III. MUTUAL RELEASE

The Parties, together with their council members, employees, shareholders, members, directors, officers, predecessors in interest, representatives, fiduciaries, successors and assigns, whether or not named herein, hereby irrevocably and unconditionally release and forever discharge one another and their council members, employees, shareholders, members, directors, officers,

predecessors in interest, representatives, fiduciaries, successors and assigns, and all persons acting by, through, under or in concert with any of them, from and against any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, whether negligent or intentional, known or unknown, suspected or unsuspected, foreseen or unforeseen, at law or in equity (collectively, the "Claims"), which the Parties had or now have through the Effective Date of this Agreement and based upon, arising from, or relating to the Certificate, 401 Certification, and/or Litigation. The Parties shall maintain their right to enforce the terms of this Agreement.

IV. MISCELLANEOUS

1. Later Discovered Facts: It is expressly understood that the facts in respect of which this Agreement is made may hereafter prove to be different from the facts known by the Parties hereto or believed by them to be true, and that facts not now known may be subsequently discovered. Each of the Parties hereto expressly accepts and assumes the risk of facts proven to be different or the discovery of facts not now known and agree that all the terms of this Agreement shall be in all respects effective, and that no mistake as to such facts, whether mutual or unilateral, nor any discovery of facts not now known, shall justify rescission of this Agreement.

2. Preparation of Document and Effectiveness: The Parties hereby acknowledge that this Agreement was the result of full and good faith negotiations between the Parties. The Parties further acknowledge that the Agreement was jointly prepared and that no particular Party is to be deemed the drafter or preparer of this Agreement. Accordingly, to the extent there should later prove to be ambiguities in the Agreement, the Parties agree that such ambiguity is not to be construed in favor of or against a particular Party to this Agreement. Each Party shall bear their own costs and expenses in connection with this Agreement.

3. No Admission of Liability: It is expressly understood that this Agreement is not, and may not be interpreted as, an admission by any Party of any liability or wrongdoing whatsoever, or of the validity or viability of any legal theory or cause of action, and may not be used by any party in any proceeding as evidence of liability. It is expressly understood that no Party admits any liability of any sort.

4. Entire Agreement: This Agreement comprises the entire and final agreement between the Parties concerning the subject matter set forth herein, and supersedes all prior and/or contemporaneous oral or written agreements, representations, or understandings of any nature, including but not limited to drafts or other writings or proposed settlement agreements. Further, it is understood and agreed that this Agreement may not be changed, altered, amended, or modified in any respect except in writing executed by the Parties.

5. Acknowledgment: The Parties acknowledge that this Agreement was the result of negotiation and discussion among the Parties and that they have had the opportunity to consult with their respective attorneys in connection with the Litigation and the provisions of this Agreement. The Parties further acknowledge that they have been provided with reasonable time in which to consider this Agreement and that they have read the Agreement and fully understand its provisions. The Parties acknowledge that this Agreement was the result of negotiation and discussion among the Parties.

6. Headings: The Parties agree that the heading of the paragraphs herein are for the convenience of the Parties only and that such paragraph headings shall not constitute a part of this Agreement.

7. Choice of Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio, without regard to its conflicts of law principles. Any actions

and proceedings arising from this Agreement or performance thereunder shall be brought in the Federal District Court for the Northern District of Ohio, Eastern Division, Akron Office.

8. Counterparts: This Agreement may be executed in counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same document. The Parties agree that this Agreement, or counterparts as provided for herein, may be executed and transmitted via facsimile or other electronic means, and shall, when so executed and transmitted, be valid as though an original.

9. Validity: Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

10. Authority: The signatories to this Agreement, by their signature, represent and warrant that they have full and actual authority to bind the City and to bind NEXUS and their heirs, successors and assigns to the terms and conditions of this Agreement.

11. Waiver: Any waiver by either Party of any breach or violation of any term or condition of this Agreement shall not operate as a waiver of any other breach or violation of such term and condition or any other term or condition nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision hereof or constitute or be deemed a waiver or release of any rights, either at law or in equity.

12. Binding Agreement: This Agreement shall be binding in all respects upon and inure to the benefit of the Parties and their successors and assigns.

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IN WITNESS THEREOF, intending to be legally bound hereby, the Parties have hereunto set their respective hand and/or have caused it to be executed by their duly authorized representative.

THE CITY OF GREEN, OHIO

By 
Its Mayor

Date Feb. 7, 2018

APPROVED AS TO FORM:

DIANE A. CALTA 2.7.18
LAW DIRECTOR

[Signatures Continue on Following Page]

Operator

NEXUS GAS TRANSMISSION, LLC.
a Delaware limited liability company

By: Spectra Energy NEXUS Management, LLC, in its capacity as operator

By: Tina Faraca
Tina Faraca, Vice President

Dated: 2/7/2018