



By: H. LaDon Baltimore

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Counsel for Navitas TN NG, LLC

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into as of June 27, 2021 (the "Effective Date"), by and between B&W Pipeline, LLC ("B&W") and Navitas TN NG, LLC ("Navitas"), collectively referred to herein as the "Parties," and individually as the "Party."

WHEREAS, on January 9, 2020, B&W filed a complaint against Navitas at the Tennessee Public Utility Commission, under Docket No. 20-00004, alleging certain wrongful billing practices.

WHEREAS, on May 22, 2020, Navitas filed an Answer and Counterclaim alleging certain wrongful breach of contract and other wrongful actions by B&W; and

WHEREAS, the Parties now seek to settle all disputes between them, including without limitation the Actions and underlying claims under Docket No. 20-00004, believing such settlement to be in their respective best interests in light of the expense and uncertainty of litigation.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for good consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Withdrawal of Complaint and Counterclaim. The Parties agree to withdraw their respective Claim and Counterclaim filed in Docket No. 20-00004 at the Tennessee Public Utility Commission, with prejudice. Such a Joint Motion to Withdraw shall be filed within fifteen (15) days of the effective date of this Agreement. Consistent with the withdrawal of the Counterclaim, Navitas will also withdraw with prejudice the invoice sent to B&W for \$344,515.49 dated December 10, 2019 and agrees that B&W does not owe any money to Navitas as a result of the actions of the parties described in the Complaint and Counterclaim.
2. Payment by Navitas. Navitas will pay the \$.24 per Mcf surcharge as Ordered in Kentucky Public Service Commission Case No. 2019-00430.
3. Payment of 2019 Billing Disputes. Navitas will pay the amount owed B&W and withheld by Navitas for 2019 billing disputes. Payment is to be paid twice monthly. The balance of such amount is \$79,000.53.
4. Gas Pipeline Connection. The Parties acknowledge that B&W is obligated by law to abide by state and federal requirements for regulation of its gas transportation. B&W will transport gas purchased by Navitas from any gas supplier that meets state and federal requirements, as well as the requirements under B&W's interstate tariffs.
5. Entire Agreement. The Parties acknowledge that this Agreement contains the entire agreement of the Parties related to the settlement of the Action and dispute underlying it,

that all prior oral or written statements, representations, and covenants are merged into this Agreement, and that any other agreements not expressly stated herein are void and have no further force and effect. The Parties agree that the Agreement may not be amended or modified except by a subsequent, written agreement executed by all of the Parties.

6. Authority to Enter into Agreement. Each of the Parties represents and warrants that any person executing this Agreement on its behalf has the full right and authority to enter into this Agreement on behalf of said Party, and has the full right and authority to execute this Agreement and to fully bind that Party to the terms and obligations of this Agreement.
7. Advice of Counsel. Each of the Parties represents and warrants that it had the opportunity to seek and rely upon the advice of its counsel in the negotiation and execution of this Agreement.
8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to Tennessee's choice of law principles.
9. Consent to Jurisdiction and Forum Selection. The Parties acknowledge and agree that they have consented that any dispute with respect to any claims arising out of this Agreement will be resolved in either state or federal court in Nashville, Tennessee. The aforementioned choice of venue is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the Parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph.
10. Agreement to Be Construed Fairly. This Agreement is to be construed fairly and not in favor of or against any of the Parties, regardless of who drafted or participated in the drafting of its terms. Any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
11. Successors and Assigns. The terms of this Agreement shall be binding upon the Parties and their agents, employees, successors, heirs, assigns and insurers.
12. Severability. If any word, clause, phrase, sentence, or paragraph of this Agreement is declared void or unenforceable, such portion shall be considered independent of, and severable from, the remainder, the validity of which shall remain unaffected.
13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute together one in the same instrument, and will be effective upon execution by all Parties. Facsimile and electronic signatures shall be deemed effective as original signatures.

14. Notice. Any notices required under this Agreement shall be served upon the Parties via U.S. Certified Mail as follows:

(a) For B&W:                      Juan J Duran  
    9534 Morgan County Highway  
    Sunbright, TN 37872

with a second copy delivered via e-mail to:

Henry M. Walker  
Bradley Arant Boult Cummings LLP  
Roundabout Plaza  
1600 Division Street, Suite 700  
Nashville, Tennessee 37203  
[hwalker@bradley.com](mailto:hwalker@bradley.com)


(b)        For Navitas:            Thomas Hartline  
    3186D Airway Avenue  
    Costa Mesa, CA 92626

with a second copy delivered via e-mail to:

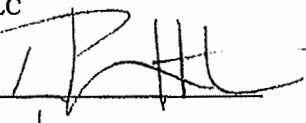
H. LaDon Baltimore  
Farris Bobango PLC  
414 Union Street, Suite 1105  
Nashville, Tennessee 37219  
[dbaltimore@farris-law.com](mailto:dbaltimore@farris-law.com)

THE UNDERSIGNED HAVE READ THE FOREGOING SETTLEMENT AGREEMENT  
AND RELEASE, FULLY UNDERSTAND IT, AND AGREE TO THE TERMS SET  
FORTH HEREIN.

B&W PIPELINE, LLC

By:   
Title: CONTROLLER  
Date: 06/24/21

NAVITAS TNG, LLC

By:   
Title: SECRETARY  
Date: 6-22-21