

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Agreement is made and entered into this      day of May, 2021, by and between EQUIX ENERGY SERVICES, LLC F/K/A RAW CONSTRUCTION, LLC (“RAW”) and THE CITY OF LAWRENCEVILLE (“City”) (referred to herein individually as a “Party” and collectively as the “Parties”).

### RECITALS

**WHEREAS**, City, as owner, engaged RAW, as contractor, to provide certain pipe materials, labor, and services (the “Work”) for the improvement of the project commonly known as Walnut Grove Pressure Improvement Project located in the City of Lawrenceville, Georgia (the “Project”);

**WHEREAS**, disputes arose regarding payment allegedly owed to RAW for Work performed and the RAW’s liability for certain x-raying costs on the Project;

**WHEREAS**, the Parties desire to compromise, resolve, and settle their claims and disputes with one another relating to the Work and the Project to avoid the time and expense of litigation;

**NOW, THEREFORE**, and in consideration of the mutual agreements, covenants, promises, releases, and other good and valuable consideration as set forth herein, the receipt and adequacy of which are hereby acknowledged by the Parties, the Parties do hereby covenant, represent, warrant, promise, and agree to the following:

1. **RECITALS**: The foregoing recitals are incorporated herein by reference, as true and correct statements of fact that are material to this transaction.

2. **PAYMENT**: Within seven (7) business days of the Parties’ execution of this agreement, the City will deliver to RAW the payment of One Hundred and Twenty Thousand Dollars and NO/Cents (\$120,000.00) via a certified check made payable to RAW (the “Settlement Payment”) to the following address:

Equix Energy Services, LLC,  
Attention: Todd Meyer, EVP  
46 S. Rolling Meadows Drive,  
Fond du Lac, WI 54937

3. **MUTUAL RELEASES**: Upon RAW’s receipt and successful depositing of the Settlement Payment,

- i. RAW will forever release and discharge the City and its employees, officers, directors, members, representatives, agents, insurers, attorneys, affiliated and related companies, the successors, and assigns of any of them (collectively, the “City Releasees”) of and from all known and unknown claims, liabilities, damages, and causes of action, of any nature, which RAW has or may have against the City Releasees before, during, or after the date of execution of this

Agreement, whether or not manifested or discovered at the time of the execution of this Agreement, arising out of or relating to the Work or the Project;

- ii. The City will forever release and discharge RAW and its employees, officers, directors, members, representatives, agents, insurers, attorneys, affiliated and related companies, the successors, and assigns of any of them (collectively, the “RAW Releasees”) of and from all known and unknown claims, liabilities, damages, and causes of action, of any nature, which the City has or may have against the RAW Releasees before, during, or after the date of execution of this Agreement, whether or not manifested or discovered at the time of the execution of this Agreement, arising out of or relating to the Work or the Project.

4. NO ADMISSION OF LIABILITY: The terms of this Agreement represent a compromise and settlement of disputed claims and demands and are not intended to be nor will they be construed to be admissions of liability of any kind with regard to any such disputed claims and demands.

5. AUTHORITY. Each individual signing this Agreement on behalf of a Party represents and warrants to the other Parties that he or she understands the terms and conditions herein, consulted with or had the opportunity to consult with an attorney, has the legal capacity to contract, and has the authority to bind such Party, without any further approval or consent of any other person(s), entity(ies), board(s), or authority(ies).

6. CONFIDENTIALITY: Except as necessary to enforce the terms of this Agreement, the Parties agree that this Agreement and its contents and the Settlement Payment shall not be disclosed to any third party, except the Parties’ counsel, accountants, tax professionals, governmental taxing or regulatory authorities, need-to-know officers and directors, and except as required by law or order of court.

7. AMENDMENTS. This Agreement may not be modified in any manner, except in a writing signed by the Parties.

8. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective successors and assigns.

9. NO WAIVER OF RIGHTS. Any forbearance by either Party from enforcing its respective rights arising out of any breach of this Agreement shall not be deemed a waiver of such Party's rights against the other Party with respect to that breach or any other or subsequent breach.

10. NO PRESUMPTION AGAINST DRAFTER. Each Party acknowledges that its undersigned read this Agreement and understands its terms. This Agreement has been fully negotiated among the Parties; each Party has been represented by their respective counsel; and the customary presumption against the drafter of an agreement shall not apply.

11. GOVERNING LAW. This Agreement shall be governed by, and construed and

enforced in accordance with, the laws of the State of Georgia, notwithstanding any conflict of law principles.

12. FORUM FOR DISPUTES. The exclusive forum for any and all disputes arising out of this Agreement shall be the Superior Court of Gwinnett County, Georgia. The Parties agree to the personal jurisdiction of said court.

13. ATTORNEYS' FEES TO DATE. The Parties shall bear their own costs, expenses, and attorneys' fees incurred in or arising out of or in any way related to the matters released herein.

14. ATTORNEYS' FEES. Any party hereto shall be entitled to recover its costs and expenses, including attorney's fees, incurred to enforce this Agreement.

15. COUNTERPARTS. This Agreement may be executed in one or more duplicate originals or counterparts, each of which shall have the force and effect of an original, but all such instruments together shall be deemed to be but one document and shall be fully enforceable as such.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties on the subject matter herein, and there are no prior or contemporaneous representations, understandings, or agreements between the Parties other than those expressly set forth in this Agreement.

Sworn to under oath this \_\_\_\_ day of  
May, 2021, in the presence of:

\_\_\_\_\_  
NOTARY PUBLIC

**CITY OF LAWRENCEVILLE**

\_\_\_\_\_  
*Printed name* \_\_\_\_\_  
*Position* \_\_\_\_\_  
*Date* \_\_\_\_\_

Sworn to under oath this \_\_\_\_ day of  
May, 2021, in the presence of:

\_\_\_\_\_  
NOTARY PUBLIC

**EQUIX ENERGY SERVICES, LLC**

\_\_\_\_\_  
*Printed name* \_\_\_\_\_  
*Position* \_\_\_\_\_  
*Date* \_\_\_\_\_