MUTUAL RELEASE AND SETTLEMENT AGREEMENT

1. **PARTIES.** Plaintiff, Northern Natural Gas Company (referenced hereinafter as "NNG"), Defendant, Saline County School District No. 2 a/k/a Crete Public Schools (referenced hereinafter as "School District"), Third-Party Defendant, Hausmann Construction, Inc. (referenced hereinafter as "Hausmann"), and Fourth-Party Defendant, Hands, Inc. d/b/a H&S Plumbing (referenced hereinafter as "H&S"), referred to collectively as the "Parties".

2. **SUBJECT MATTER.** This agreement pertains to a dispute between the Parties regarding the pipeline leak discovered by NNG in its pipeline on April 19, 2023 at or near milepost 2.43 on the Crete Branch Line adjacent to the Crete Public High School (the Event), which claims are the subject of a lawsuit pending at Case No. CI 24-37 in the District Court of Saline County, Nebraska ("the Litigation").

3. **MUTUAL RELEASE AND SETTLEMENT AGREEMENT**. This settlement shall be a global settlement and mutual release of all of the claims, counterclaims, crossclaims, third-party claims, and fourth-party claims pending among the Parties that have been asserted or that could have been asserted in the Litigation by and among the aforementioned Parties and their insurers, if any, for all of the property damages, special damages, contractual damages, consequential damages, tort damages, and damages of any kind or nature that might have resulted from the Event. The terms of the settlement are as follows:

a. NNG agrees to accept the total sum of $500,000.00 in full and complete settlement and satisfaction of any and all claims they have or might have against the School District, Hausmann, H&S or any other party-Defendant, potential defendant, and/or any of their insurers arising from the Event. Payment of the $500,000.00 shall be allocated between defendants and made as follows:

(i.) $60,000.00 by the School District or its insurer;
(ii.) $165,000.00 by Hausmann or its insurer; and
(iii.) $275,000.00 by H&S or its insurer.

The settlement amount shall be paid to NNG via check(s) made payable to Northern Natural Gas Company and delivered to NNG's counsel within two weeks following the final execution of the Mutual Release and Settlement Agreement.

b. As a further condition of settlement, the School District, Hausmann, and H&S shall release, waive, and discharge all claims and crossclaims that have previously been asserted by them against each other together with any and all other claims that could have been asserted by them against each other or against NNG arising in connection with the Litigation.

c. Notwithstanding this settlement, H&S shall have the right to pursue any claims it may have against non-party Stutzman Digging for contribution, indemnity, or any other claim that might exist under Nebraska law.

4. **MISCELLANEOUS PROVISIONS.**

a. This agreement is conditioned upon and subject to the approval by the Board of Education of the School District at a public meeting held pursuant to the Open Meetings Act. The next Board of Education meeting is currently scheduled for September 14, 2026.

b. No promise not expressed in this agreement has been made to the Parties, and in executing this agreement, the Parties are not relying upon any statement or representation made to them by the party or parties released, or anyone acting on their behalf, and instead are relying upon their own judgment and the advice of counsel of their choosing.

c. The Parties understand that this is a final disposition of any dispute relating to the Event, as well as the nature and extent of any damage which any Party may have sustained or claim to have sustained in any way relating to or concerning the Event.

d. The Parties understand liability is completely denied by each of the Parties, and this agreement is not to be construed as an admission of liability and shall not be used by way of defense or estoppel in any other matter.

e. The Parties understand this agreement is mutual, final and binding upon all of the Parties, regardless of whether too much or too little has been paid.

f. The Parties understand that this agreement is expressly intended to cover and include all claims, several or otherwise, past, present or future, which can or may be asserted by NNG or their successors as a result of any damage relating to the Event, and for any breach of warranty given concerning the Event, breach of contract concerning the Event, or any of the consequences thereof.

g. The Parties understand this agreement covers all damages, whether known or not, and which may later appear or develop arising from the Event and for any breach of any warranty of the Event and, in consideration for the payment received, acknowledge their intent to release all claims for damages arising from the Event even though damages may later develop which are more severe or of a different nature than now believed. The Parties waive any claims that they are mistaken about the nature of any damage of the Event.

h. NNG represents there are no assignments of the proceeds being paid pursuant to this agreement, and no other Party has an interest in payment of these proceeds.

i. The Parties agree to dismiss the lawsuit, including any crossclaims, counterclaims, third-party and fourth-party claims captioned *Northern Natural Gas Company v. Saline County School District No. 2 vs. Hausmann Construction, Inc., vs. Hands, Inc., d/b/a H&S Plumbing*, Case No. CI 24-37 in the District Court of Saline County, Nebraska, with prejudice, within ten (10) days of receipt of the settlement funds identified herein.

5. **AUTHORITY, FEES, SUCCESSORS, ENTIRE AGREEMENT.**

a. The Parties represent and warrant that the representative who has executed on their behalf below, and each of them, has full authority to bind the company to agreements of this nature.

b. All attorney fees and expenses incurred by any party are that party's obligation and not the obligation of any other party to this agreement.

c. This agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

d. This agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements or understandings between the parties pertaining to this subject matter.

_____ _____

Date:_____ **Northern Natural Gas Company**

By: _____

Its: _____

_____ _____

Date:_____ **Saline County School District No. 2, a/k/a Crete Public Schools**

By: _____

Its: _____

Date: _____

Hausmann Construction Inc.

By: _____

Its: _____

_____

Date: _____

Hands, Inc. d/b/a H&S Plumbing

By: _____

Its: _____