

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") dated _____ ("Effective Date") is being entered into by and between City of Vicksburg, Mississippi, with a business address of 1401 Walnut Street, Vicksburg, Mississippi 39180 ("Operator") and Gulf South Pipeline Company, LP, a Delaware limited partnership with a business address of 9 Greenway Plaza, Suite 2800, Houston, Texas 77046 ("Gulf South").

WHEREAS, certain maintenance work was performed on January 10, 2018, requiring the replacement of a meter at the City of Vicksburg Meter/Regulator Station #1 ("Claim");

WHEREAS, Operator and Gulf South desire to settle any and all matters and claims related arising from the Claim;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties, intending to be legally bound, do hereby voluntarily and freely agree, after consultation with counsel of their own choosing, to the following terms and conditions:

1. Payment. Gulf South shall pay to Operator Eighteen Thousand Five Hundred Five Dollars and No Cents (\$18,505.00) within thirty (30) business days of the Effective Date.

2. Releases and Indemnities by the Parties.

A. Except as to the terms and conditions set forth in this Settlement Agreement, Operator on behalf of itself and its agents, representatives, officers, directors, employees, members, managers, partners, executors, administrators, insures, guarantors, predecessors, successors, assigns, parents, subsidiaries, related and/or affiliated persons and entities, and all those acting on their behalf, and anyone claiming an interest through them ("Operator Settlement Group") releases, and forever discharges, Gulf South, itself, and together with its past, present and future agents, representatives, officers, directors, employees, members, managers, partners, executors, administrators, insures, guarantors, predecessors, successors, assigns, parents, subsidiaries, related and/or affiliated persons and entities, and all those acting on their behalf, and anyone claiming an interest through them (the "Gulf South Settlement Group") from and against any claims, causes of action, liabilities, judgments, money damages, and the like arising on or before the date of this Agreement and relating to, directly or indirectly, whether by statute, common law, or tort, the Claim.

B. Except as to the terms and conditions set forth in this Settlement Agreement, Gulf South on behalf of itself and together with its agents, representatives, officers, directors, employees, members, managers, partners, executors, administrators, insures, guarantors, predecessors, successors, assigns, parents, subsidiaries, related and/or affiliated persons and entities, and all those acting on their behalf, and anyone claiming an interest through them ("Gulf South Settlement Group") releases, and forever discharges, Operator, itself, and together with its

past, present and future agents, representatives, officers, directors, employees, members, managers, partners, executors, administrators, insurers, guarantors, predecessors, successors, assigns, parents, subsidiaries, related and/or affiliated persons and entities, and all those acting on their behalf, and anyone claiming an interest through them (the "Operator Settlement Group") from and against any claims, causes of action, liabilities, judgments, money damages, and the like arising on or before the date of this Agreement and relating to, directly or indirectly, whether by statute, common law, or tort, the Claim.

3. Amendments and Waivers. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the party against whom enforcement of any such modification or amendment is sought. Any party may, only by an instrument in writing, waive compliance by another party with any term or provision of this Agreement on the part of such other party to be performed or complied with. The waiver by any party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to constitute a waiver by such party of any subsequent breach of the same or other provisions hereof.

4. Severability. In the event that any material provision of this Agreement is held invalid, the remainder of this Agreement shall remain fully enforceable.

5. Construction. The language used in this Agreement will be construed in all cases in accordance with ordinary usage and meaning. This Agreement is the result of negotiations between the parties and is the joint product of the parties, and no provision shall be construed against any party on the ground that such party drafted that provision.

6. Confidentiality. In consideration of the terms and provisions of this Agreement, each of the parties and their respective heirs, successors, assigns, and present and former representatives, agents, and attorneys and each of them, do hereby agree to the extent permitted by applicable law (a) except as necessary to enforce this Agreement, to keep this Agreement confidential and not disclose its terms to any individual or entity which is not a party to this Agreement other than counsel, financial advisers and accountants for the parties to whom it is reasonably necessary that terms of this Agreement be disclosed or in response to a lawful subpoena or to a request by government authorities to whom such disclosure is necessary; and (b) not to incite, agitate, promote, collude with, force, pressure, impress, sway or otherwise cause, any other person, entity, or organization to threaten, bring, file or continue, any legal action, whatsoever, in any state of these United States, or of the United States, or before any agency, committee or administrative entity or any labor union any actions against any of the parties or their respective agents, assigns, affiliates, predecessors, successors, officers, employees or partners on account of any facts, circumstances or occurrences related to the Invoice which arose prior to entering into this Agreement.

7. No Admissions. No recitals or statements of facts found within this Agreement are intended as admissions by either party as to any particular facts but are intended solely to summarize that which has formed the basis of this Agreement and the settlement by the parties.

8. Governing Law, Jurisdiction and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Mississippi without respect to its conflict of laws principles and any action or claim brought pursuant to this Agreement shall be brought in a venue located in Warren County, Mississippi. Each party irrevocably submits to the jurisdiction of the State of Mississippi, Warren County, in any action or proceeding arising out of or relating to this Agreement or any ancillary agreement, and each party hereby irrevocably agrees that all claims in respect of any such action or proceeding must be brought and/or defended in such court; provided, however, that matters which are under the exclusive jurisdiction of the Federal courts shall be brought in the Federal District Court for the Southern District of Mississippi. Each party shall bear its own costs and attorneys' fees in connection with this Agreement; provided, however, in the event a party brings an action to enforce this Agreement, the prevailing party in such action shall be entitled to recovery of its reasonable attorneys' fees incurred in connection with the prosecution or defense of such action.

9. Reliance on Party's Own Counsel. Each party represents and agrees that in executing this Agreement, that such party is relying solely upon its own judgment, belief and knowledge, and the advice and recommendations of the party's own independently selected counsel.

10. Entire Agreement. This Agreement constitutes the entire understanding between and among the parties with respect to the subject matter of this Agreement. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties concerning or pertaining to that subject matter are contained in this Agreement. This is a fully integrated agreement, and all prior and contemporaneous conversations, negotiations, possible or alleged agreements, representations, covenants or warranties concerning the subject matter of this Agreement are merged into this Agreement.

11. Counterparts. This Agreement may be executed in one or more counterparts by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of a signature by facsimile or other electronic means shall constitute the delivery of an original signature for all purposes hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date as reflected above.

CITY OF VICKSBURG, MISSISSIPPI

By: _____

Name: _____

Title: _____

Date: _____

GULF SOUTH PIPELINE COMPANY, LP

BY: GS PIPELINE COMPANY, LLC
ITS GENERAL PARTNER

By: _____

Name: _____

Title: _____

Date: _____