

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (“Agreement”), is effective as of the 16th day of January, 2018, and is made and entered into by and between **ONEIDA SEVEN GENERATIONS CORPORATION** and **GREEN BAY RENEWABLE ENERGY, LLC** (collectively, “Plaintiffs”), and the **CITY OF GREEN BAY** (“Defendant”), as a compromise of claims made by the Plaintiffs in an action filed in the United States District Court for the Eastern District of Wisconsin entitled *Oneida Seven Generations Corporation and Green Bay Renewable Energy, LLC v. City of Green Bay*, Case No. 16-CV-01700-WCG, which is currently pending before the United States Court of Appeals for the Seventh Circuit in an appeal entitled *Oneida Seven Generations Corporation and Green Bay Renewable Energy, LLC v. City of Green Bay*, Appeal No. 17-23-41 (“Lawsuit”).

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, promises and representations contained in this Agreement, the Plaintiffs and the Defendant agree as follows:

1. Settlement Payment. The Defendant shall pay the Plaintiffs the sum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) (“Settlement Payment”), by certified check or wire transfer payable to Oneida Seven Generations Corporation pursuant to delivery instructions provided by counsel for the Plaintiffs, as full and final settlement of the lawsuit. The Defendant shall make a first payment in the amount of \$800,000.00 on or before January 31, 2018. The Defendant shall make a good faith effort to pay the balance of the Settlement Payment as soon as practicable, and, in any event, shall pay such balance no later than June 30, 2018.

2. Tax Matters. The Defendant shall not be required to file a Federal Form 1099, or other filings with the Federal Internal Revenue Service, the Wisconsin Department of Revenue, or any other federal or state taxing authorities regarding the Settlement Payment to the Plaintiffs. The Plaintiffs shall be solely responsible for any tax liabilities they may incur as a result of the Settlement Payment and shall release and hold harmless the City and other parties released as a result of this Agreement from payment of any additional sum for tax liabilities that may ultimately be assessed in a fashion which they do not presently anticipate.

3. Dismissal of Lawsuit. Upon payment of the full amount of the Settlement Payment, the Plaintiffs and the Defendant shall promptly dismiss the Lawsuit with prejudice and without costs or fees by filing an Agreed Motion for Voluntary Dismissal of Appeal No. 17-2341 with the Seventh Circuit Court of Appeals.

4. Mutual Releases.

(a) *Release by Plaintiffs.* For good and valuable consideration, the sufficiency of which is hereby acknowledged, and, upon Plaintiffs' receipt of the full Settlement Payment required by Paragraph 1, above, the Plaintiffs forever release and discharge the Defendant, and all of its past and present insurers, employees, officials, City Council members, representatives, successors and assigns from all claims and causes of action related to the Plaintiffs' efforts to develop a waste-to-energy facility in the City of Green Bay, and the Defendant's action to revoke a conditional use permit for the waste-to-energy facility, including the claims the Plaintiffs asserted in the Lawsuit.

(b) *Release by Defendant.* For good and valuable consideration, the sufficiency of which is hereby acknowledged, and, upon Plaintiffs' receipt of the full Settlement Payment required by Paragraph 1, above, the Defendant forever releases and discharges the Plaintiffs, and all of its past and present insurers, employees, officials, representatives, successors and assigns from all claims and causes of actions related to the Plaintiffs' efforts to develop a waste-to-energy facility in the City of Green Bay, including claims that the Defendant could have asserted in the Lawsuit.

5. No Admission of Liability. This Agreement is a compromise of disputed claims, and is entered into in order to avoid the uncertainties and expenses of litigation and not as an admission of wrongdoing or liability, any such wrongdoing or liability being expressly denied by each of the parties.

6. Attorney Fees. Each party shall be responsible for payment of its own attorney fees incurred in connection with all of the matters which are the subject of the Lawsuit and this Agreement.

7. Entire Agreement. This Agreement constitutes the entire agreement and understanding among the parties and prevails over prior communications among them and their representatives about the terms of this settlement. This Agreement was drafted and reviewed by counsel for each of the parties and no party shall be considered the drafter for purposes of construing any ambiguity in this Agreement.

8. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin without reference to any conflict of law analysis.

9. Binding Effect. This Agreement is binding upon the parties hereto and their respective past, present or future parents, subsidiaries, affiliates, predecessors, successors, transferees, assigns, representatives, principals, agents, officers, directors and employees.

10. Savings Clause. In the event any judicial authority invalidates any provision of this Agreement, the remainder of the Agreement shall remain in force and shall not be affected thereby, unless such holding materially changes the terms of this Agreement.

11. Representations and Warranties. Each party represents and warrants that:

(a) It has not assigned or otherwise transferred or subrogated any of the claims settled as a result of this Agreement;

(b) It has read and understands the terms of this Agreement, including, but not limited to, the consequences of the mutual releases it contains and is executing it freely and voluntarily with intent to bind itself and all successors and assigns to its terms;

(c) It has legal capacity to enter into this Agreement.

(d) No promise, inducement or agreement has been made to the party by the other party or by anyone acting on the other party's behalf, except as expressly stated in this Agreement.

(e) Each term contained in this Agreement is contractual and not a mere recital.

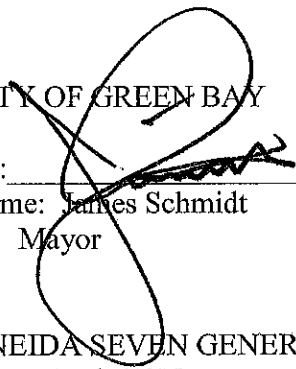
12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute, and shall be construed as a single original Agreement upon execution, delivery and exchange of such signed counterparts by and among the parties hereto.

13. Acknowledgment. The undersigned, by execution hereof, acknowledge that they have read and understand this Agreement, fully agree to each and every provision hereof, and represent and warrant that they have full authority to sign this Agreement on behalf of their respective parties.

WHEREFORE, the parties execute this Agreement in their respective capacities described below.

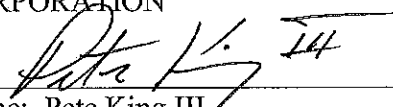
Dated this 4th day of January, 2018

CITY OF GREEN BAY

By: 
Name: James Schmidt
Its: Mayor

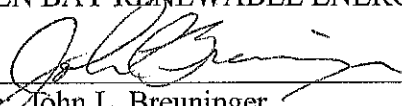
Dated this 16th day of January, 2018

ONEIDA SEVEN GENERATIONS CORPORATION

By: 
Name: Pete King III
Its: Managing Agent

Dated this 11 day of January, 2018

GREEN BAY RENEWABLE ENERGY, LLC

By: 
Name: John L. Breuninger
Its: President / Secretary