

**SETTLEMENT AND RELEASE AGREEMENT REGARDING CODE
ENFORCEMENT LIENS**

This Settlement and Release Agreement (the "Agreement") is entered into as of February 3, 2026, by and between Truist Bank, a foreign corporation authorized to transact business in the State of Florida, ("Settlor") with a mailing address of 101 North Cherry Street, Winston Salem, NC 27101 and the City of Chipley, Florida, a Florida municipal corporation ("City" or "Releasee") with a mailing address of Post Office Box 1007, Chipley, Florida 32428 regarding the property located at 1214 Johnson Avenue, Chipley, Florida (the "Property").

1. Recitals

WHEREAS, Truist Bank has acquired title to the Property via foreclosure proceedings; and

WHEREAS, prior to the acquisition of the Property by the Settlor, certain code violations were identified on the Property, brought before the City of Chipley's Special Magistrate for hearing, and the City recorded its code enforcement lien against the Settlor's predecessor in title on April 12, 2023, at OR Book 1269, Page 276, re-recorded on May 8, 2023, at OR Book 1271, Page 502, of the public records of Washington County, Florida; and

WHEREAS, subsequent to the acquisition of the Property by the Settlor, certain continuing code violations were identified on the Property, leading to disputes regarding code enforcement lien amounts between the Settlor and the City; and

WHEREAS, the Settlor and the Releasee desire to resolve these disputes and any related claims regarding the Property through this Settlement and Release Agreement (the "Agreement").

2. Settlement Amount and Conditions

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Settlor agrees to pay to the Releasee, the sum of Fifteen Thousand Dollars (\$15,000.00) (the "Settlement Amount"). This payment shall be made in full settlement of all outstanding code violations and code enforcement liens related to the Property, as defined herein, and to prevent litigation regarding the same under the terms and conditions of the Agreement.

If any litigation, administrative proceeding, or other legal action is pending between the parties relating to the Property, code violations, or code enforcement liens as of the effective date of this Agreement, the parties agree to take the following actions: (a) within fifteen (15) days of the effective date of this Agreement, the party that initiated such proceeding shall file a notice of dismissal with prejudice, or a stipulation of dismissal with prejudice signed by all parties, with the appropriate court or administrative body; (b) each party shall bear its own costs and attorneys' fees associated with such dismissal; and (c) the parties shall cooperate in executing any documents necessary to effectuate such dismissal.

Within 5 days of the effective date of the Agreement, the City shall provide a completed, executed W-9, wire instructions, and a computer-generated invoice to Truist Bank's attorney reflecting the \$15,000 total to settle all code cases. The Settlement Amount shall be paid within thirty (30) days from the effective date of the Agreement, by wire transfer or other means agreed upon by both parties in writing. The effective date of this Agreement shall be the date of the last signature by either party. Upon receipt of the Settlement Amount, the Releasee agrees to: (a) provide a screenshot of the code account to Truist Bank's attorney reflecting the code case marked as closed and providing evidence that the amount due has been adjusted to zero dollars (\$0.00), within 10 days of receipt of the Settlement Amount, (b) release and forever discharge the Settlor and the Property from all claims, demands, actions, causes of action, and liabilities, whether known or unknown, relating to or arising from the Property's code violations and code enforcement liens; and (c) execute and record a Satisfaction of Lien for the lien recorded at OR Book 1269, Page 276, and Book 1271, Page 502, public records of Washington County, Florida, within ten (10) business days of receipt of the Settlement Amount. The Releasee shall be responsible for all costs associated with recording the Satisfaction of Lien.

3. Release of Claims

Upon receipt of the Settlement Amount by the Releasee, and in consideration of the payment of the Settlement Amount by the Settlor to the Releasee, the Releasee hereby fully and forever releases and discharges the Settlor, its successors, assigns, officers, directors, employees, and agents from any and all claims, demands, actions, causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, doings, omissions, variances, trespasses, damages, judgments, extents, executions, and liabilities of every name and nature, both in law and equity, which against the Settlor, the Releasee ever had, now has, or which any personal representative, successor, heir, executor, administrator, or assign of the Releasee hereafter can, shall, or may have, for, upon, or by reason of any matter, cause, or thing whatsoever relating to or arising from the code violations, code enforcement proceedings, and code enforcement liens at the Property located at 1214 Johnson Avenue, Chipley, Florida. This release is binding upon the Releasee and its heirs, executors, administrators, successors, and assigns. This release shall not become effective until the Settlement Amount has been received in full by the Releasee.

Upon receipt of the Satisfaction of Lien and the full release from the Releasee as set forth above, and in consideration of the mutual covenants and releases contained herein, the Settlor hereby fully and forever releases and discharges the Releasee, its successors, assigns, officers, officials, employees, and agents from any and all claims, demands, actions, causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, doings, omissions, variances, trespasses, damages, judgments, extents, executions, and liabilities of every name and nature, both in law and equity, which against the Releasee, the Settlor ever had, now has, or which any personal representative, successor, heir, executor, administrator, or assign of the Settlor hereafter can, shall, or may have, for, upon, or by reason of any matter, cause, or thing whatsoever relating to or arising from the code violations, code enforcement proceedings, and code enforcement liens at the Property located

at 1214 Johnson Avenue, Chipley, Florida. This release is binding upon the Settlor and its heirs, executors, administrators, successors, and assigns. This release shall not become effective until the Satisfaction of Lien, evidence of the closed code case, and full release from the Releasee have been received by the Settlor.

4. Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida. The parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Washington County, Florida, for the resolution of any disputes arising out of or relating to this Agreement.

5. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties. No amendment, alteration, addition, or modification of or to this Agreement shall be binding unless expressly agreed upon in writing and signed by both parties. This Agreement has been made in and shall be construed and enforced in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.

6. Amendment

This Agreement may be amended only by written agreement of the parties. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by both the Settlor and the Releasee. Any such written amendment, modification, or waiver will be attached to this Agreement and incorporated herein by reference.

Notwithstanding the foregoing, no amendment shall be made that materially affects the rights to the Property as defined herein without the express written consent of both parties. Furthermore, any amendment to the Settlement Amount or any provisions directly affecting the confidentiality obligations under this Agreement must be in writing and signed by both parties.

7. Severability

If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement and its application to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. In such cases, the parties agree to replace

the invalid, illegal, or unenforceable provision with a valid and enforceable provision that most closely matches the intent of the original provision.

8. Dispute Resolution

In the event of any dispute, controversy, or claim arising out of or relating to the implementation, interpretation, performance, or breach of this Agreement, the parties agree to first attempt to resolve the matter through good faith negotiations between designated representatives of each party. If the dispute cannot be resolved through negotiation within thirty (30) days of written notice of the dispute, the parties agree to submit the dispute to non-binding mediation before a mutually agreed-upon mediator in Washington County, Florida. The costs of mediation shall be shared equally by the parties. If mediation does not resolve the dispute within sixty (60) days of commencement, either party may pursue any available legal remedies in a court of competent jurisdiction. This dispute resolution process shall not affect either party's right to seek injunctive or equitable relief in court when necessary to prevent immediate and irreparable harm.

9. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile, electronic, or digital signature shall be considered as valid and binding to the same extent as an original signature.

10. Construction of Agreement

This Agreement has been drafted through the mutual efforts and negotiations of both parties, and each party has had the opportunity to review and negotiate the terms hereof with the assistance of legal counsel. Accordingly, this Agreement shall be deemed to have been drafted mutually by the parties and shall not be construed against either party as the drafter. No presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

11. Further Assurances

Each party agrees to execute and deliver such additional documents and to take such further reasonable actions as may be necessary or desirable to effectuate, carry out, and perform all of the obligations, covenants, and agreements contained in this Agreement.

12. Authority and Capacity

Each party represents and warrants that: (a) it has full power, authority, and legal capacity to enter into this Agreement and to perform its obligations hereunder; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate, governmental, or other action; (c) the individual(s) signing this Agreement on behalf of such party

have been duly authorized to execute and deliver this Agreement and to bind such party to the terms hereof; (d) this Agreement constitutes a legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms; and (e) the execution and performance of this Agreement do not and will not violate any applicable law, regulation, order, or agreement to which such party is subject.

13. Notice

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed to the party at the party's address as specified in this Agreement or as the party may designate by written notice to the other party. In addition, any such communication may be given by email, with a confirmation of receipt requested, provided that the email is followed by a hard copy of the communication sent by first class mail, registered or certified, postage prepaid, properly addressed.

For the purposes of this notice provision, the addresses for notice shall be as follows:

- For Truist Bank: 101 North Cherry Street, Winston Salem, NC 27101, Attn: Eugenia Wade, SR VP ARG-ORE, Eugenia.Wade@Truist.com.
- For City of Chipley, Florida: Post Office Box 1007, Chipley, Florida 32428, Attn: Patrice Tanner, City Administrator, Email: PTanner@cityofchipley.com

Either party may change its address for notice by giving written notice of such change to the other party in accordance with the terms of this section.

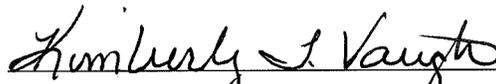
Date: February 3, 2026

Truist Bank



By: Eugenia Wade, SR. VP, ARG-ORE

WITNESS:



Print Name: Kimberly T. Vaughn

Date: February 4th, 2026

City of Chipley, Florida

By: Tracy Andrews, Mayor

ATTEST:

Sherry Snell, City Clerk