

SETTLEMENT AND RELEASE AGREEMENT

This SETTLEMENT AND RELEASE AGREEMENT (hereinafter referred to as "Agreement") is entered into this _____ day of _____, 2026 by and between Fellowship of Psalms 41:4, Inc. ("Plaintiff") and City of Chipley ("Defendant") (all collectively to be referred to herein as the "Parties").

- 1. Total Settlement Amount:** Plaintiff agrees to settle its claims and satisfy the claims asserted in Fellowship of Psalms v. City of Chipley, Case No. 23-123CA, filed in Washington County Circuit Court, against Defendant in exchange for the total payment of Three Hundred Twenty-Five Thousand Dollars and 00/100 (\$325,000.00) on or before August 14, 2026. Upon receipt of full payment of \$325,000.00, Plaintiff will file a notice of dismissal with prejudice.
- 2. Releases:** Subject to the terms and provisions contained in this Agreement, Plaintiff and Defendant, on their own behalf, and on the behalf of their partners, board members, officers, managers, agents, successors, assigns, representatives, hereby irrevocably, unconditionally, and forever release any and all claims, obligations, losses, costs, suits, actions, causes of action, liabilities, damages, expenses (including attorney's fees and costs), and demands of any type or kind whatsoever, whether arising at law, in equity, or under state or federal law, regardless of whether such claim is known or unknown, the Parties may have against each other (or their partners, board members, officers, managers, agents, successors, assigns, representatives) from the beginning of time until the execution date of this Agreement.

- 3. Dismissal:** The waiver and release in this Agreement includes, without limitations, all claims and demands against Defendant, set forth in the action captioned above, subject to the right of the Court to exercise jurisdiction over this Settlement Agreement.
- 4. Attorneys' Fees and Costs:** In the event of a legal action or other proceeding arising under this Agreement or a dispute regarding any alleged breach, default, claim, enforcement action, or misrepresentation arising out of this Agreement, whether or not a proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, whether incurred before suit, during suit, or at the appellate level.
- 5. Counterparts:** This Settlement Agreement may be executed in counterpart originals and, if so executed and delivered, all of the counterparts together shall constitute one and the same Agreement. This signed Settlement Agreement, including any counterparts, may be delivered by facsimile or scanned and delivered by electronic mail. A faxed or scanned signature shall be deemed to have the same force and effect as an original signature. Electronic signatures are acceptable.
- 6. Entire Agreement:** This Agreement sets forth the entire agreement between the Parties with regard to the subject matter hereof, and there are no extraneous agreements or understandings. This Agreement may not be modified or amended by any oral representation or agreement and may only be modified or amended in writing signed by all parties hereto.

7. Severability: The provisions of this Agreement are severable, meaning that if any part is found to be unenforceable or inoperable, then such provisions shall be deemed severed, and all other parts shall remain fully valid and enforceable.

IN WITNESS WHEREOF, the Parties hereto have hereunto signed this Agreement on the dates below written.

Fellowship of Psalms 41:4, Inc.
By: Its Authorized Representative

Date

City of Chipley
By: Its Authorized Representative

Date