

# EXHIBIT "A"

## SETTLEMENT AND INDEMNITY RELEASE AGREEMENT

For and in consideration of the sum of NINETEEN THOUSAND SIX HUNDRED FOUR AND 34/100 DOLLARS, (\$19,604.34), COTTAGE LEASING, INC., and their respective insurers, legal representatives, present and former corporate parents, subsidiaries, employees, agents, partners, affiliates, predecessors, successors, assigns (hereinafter "**Releasing Parties**"), hereby RELEASE, ACQUITT, AGREE TO HOLD HARMLESS AND FOREVER DISCHARGE UTILITY METERING SOLUTIONS LLC, CITY OF CARTERSVILLE, HUDSON EXCESS INSURANCE COMPANY and their insurers, legal representatives, present and former corporate parents, subsidiaries, employees, agents, partners, affiliates, predecessors, successors, assigns and any other person or entity for whom any of the foregoing may be legally responsible (hereinafter "**Released Parties**") from any and all claims, liens, expenses, cost increases, delay damages, property damage, loss of use, diminution of value, loss of inventory, loss of materials or goods, contractual duties, demands, and causes of action or suits in equity of whatsoever kind or nature, at common law, statutory or otherwise, whether accrued or unaccrued, whether known or unknown, whether now existing or that might arise hereafter, for or because of any matter or thing done, omitted, or suffered to be done by any of the **Released Parties**, arising directly or indirectly from the of the installation of a water meter at 53 Goodyear in Cartersville, GA on or about 5/23/23 on account of or by reason of any occurrence, transaction, or matter which has or has not occurred prior to the date of this Agreement, including without limitation claims for damages, costs, expenses, loss of use, attorney fees or any other cost incurred now or in the future by the **Releasing Parties** and their heirs, lien holders, insurers, assigns, and any other person for whom the **Releasing Parties** may be encumbered to with respect to this matter.

The undersigned **Releasing Parties** understand and acknowledge acceptance of the consideration mentioned above is accepted as a fair and equitable resolution of all claims and causes of action being asserted by **Releasing Parties**, or which might have been asserted by **Releasing Parties** or which could be asserted by **Releasing Parties** in the future, or which any and all other persons who could have claims concerning the alleged occurrence which have been or could be asserted in the future, and agree that this Agreement disposes of all of the claims against the **Released Parties**.

It is AGREED and UNDERSTOOD by the undersigned **Releasing Parties** that the payment of the above-mentioned sum of money is being made on behalf of the **Released Parties**, and the **Released Parties** are hereby released in compromise and settlement of disputed claims and in order that such **Released Parties** may buy their peace, and such payment is in no way to be construed as an admission of liability on the part of the **Released Parties**.

WE, as part of the consideration for the payment of the above-mentioned sum by the **Released Parties**, do hereby warrant and represent to the **Released Parties** that:

- (1) The undersigned is legally competent to execute this Agreement;
- (2) The undersigned has the authority to execute the release and bind the **Releasing Parties** to all of the terms of this Agreement;
- (3) WE have not assigned, pledged or otherwise in any manner whatsoever sold or transferred either by instrument in writing, or otherwise, any right, title, interest or claim which we have or may have by reason of the occurrence described above, or any matters arising out of or relating thereto;
- (4) All expenses of any and every nature and character whatsoever incurred by the **Releasing Parties** or on their behalf, arising from the events above described are the sole responsibility of the **Releasing Parties** including but not limited to satisfaction of any and all expenses or subrogation interests.

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WE, COTTAGE LEASING, INC., HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS the **Released Parties**, to save and indemnify them from any cost or expense whatsoever arising:

- (1) for breach or falsity of the warranties stated above; and
- (2) from any and all further claims brought or asserted hereinafter by any party whomsoever for liens, liability, costs, attorney's fees or expenses arising from any claims, injuries or damages whether caused by the sole or concurrent negligence of the **Released Parties**;
- (3) from any claims for payment, recoupment, reimbursement or offset for any bills, invoices, debts in any way associated with the occurrence;
- (4) from all claims released herein by or through COTTAGE LEASING, INC., by any person, entity, firm or corporation claiming by, through or under any one or more of them, or claiming by, through or under any one or more of the **Releasing Parties**, or as a claim for contribution, indemnity or otherwise by any third party.

This Agreement has been executed and delivered, and shall be construed in accordance with the applicable laws of the State of Georgia and the United States of America. This Agreement shall be binding upon and inure to the benefit of the **Released Parties** and their respective heirs, executors, administrators, assigns, successors-in-interest, predecessors-in-interest, and anyone claiming by, through, or under any one of them. Photocopy, facsimile, electronic or other copies of this Agreement and signatures shall have the same effect as an ink-signed original. The Parties to this Agreement have cooperated in the joint drafting and preparation of this Agreement.

WE, the **Releasing Parties** expressly warrant and represent to the **Released Parties**, as part of the consideration for the payment of the above-mentioned sum of money, that before executing this instrument, we have considered its terms, contents, conditions and effect; that in making this settlement no promise or representation of any kind has been made to us by the **Released Parties** or anyone acting for it except as is expressly stated in this instrument. We have relied solely and completely upon our own judgment and the advice of counsel in making this settlement, and we fully understand that this is a full, complete and final release, and that the sum of money mentioned above is all the money that is to be paid to any of the **Releasing Parties** or anyone else by the **Released Parties** as a result of the above-described events.

Cottage Leasing Inc  
by Danny Gilreath (Pres)

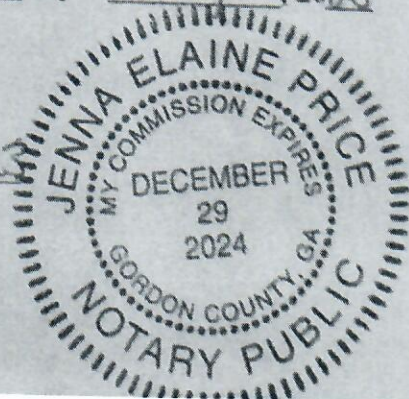
Name & Title

THE STATE OF Georgia § COUNTY OF Gordon  
BEFORE ME, the undersigned authority, on this day personally appeared Danny Gilreath known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31 day of July, 2023

Jenna Price  
Notary Public in and for  
the State of Georgia  
My Commission Expires:

EXECUTED this the 31 day of July, 2023



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## SETTLEMENT AND INDEMNITY AGREEMENT

For and in consideration of the sum of EIGHT THOUSAND SIX HUNDRED SIXTY FOUR AND NO/100 DOLLARS, (\$8664.00), KELLY FILLERS AND NICHOLAS WHITE hereinafter ("**Releasing Parties**"), do hereby RELEASE, ACQUITT, AGREE TO HOLD HARMLESS AND FOREVER DISCHARGE UTILITY METERING SOLUTIONS LLC, CITY OF CARTERSVILLE, HUDSON EXCESS INSURANCE COMPANY and their insurers, legal representatives, present and former corporate parents, subsidiaries, representatives, employees, agents, partners, real estate managers, affiliates, predecessors, successors, assigns and any other person or entity for whom any of the foregoing may be legally responsible (hereinafter "**Released Parties**") from any and all claims, liens, contractual duties, demands, and causes of action or suits in equity of whatsoever kind or nature, at common law, statutory or otherwise, whether accrued or unaccrued, whether known or unknown, whether now existing or that might arise hereafter, for or because of any matter or thing done, omitted, or suffered to be done by any of the **Released Parties**, arising directly or indirectly from an incident arising out of the installation of a water meter at 53 Goodyear in Cartersville, GA on or about 5/23/23 on account of or by reason of any occurrence, transaction, or matter which has occurred or not occurred prior to the date of this Agreement, including without limitation claims for damages, costs, loss of use, attorney fees, or any other damage or loss incurred in the past, now or in the future by the **Releasing Parties** and their heirs, lien holders, insurers, assigns, and any other person for whom the **Releasing Parties** may be encumbered to with respect to this matter.

The undersigned **Releasing Parties** understand and acknowledge acceptance of the consideration mentioned above is accepted as a fair and equitable resolution of all claims and causes of action being asserted by **Releasing Parties**, or which might have been asserted by **Releasing Parties** or which could be asserted by **Releasing Parties** in the future, or which any and all other persons who could have claims concerning the alleged occurrence which have been or could be asserted in the future, and agree that this Agreement disposes of all of the claims against the **Released Parties**.

It is AGREED and UNDERSTOOD by the undersigned **Releasing Parties** that the payment of the above-mentioned sum of money is being made on behalf of the **Released Parties**, and the **Released Parties** are hereby released in compromise and settlement of disputed claims and in order that such **Released Parties** may buy their peace, and such payment is in no way to be construed as an admission of liability on the part of the **Released Parties**.

I, as part of the consideration for the payment of the above-mentioned sum by the **Released Parties**, do hereby for myself, my heirs, legal representatives and assigns, expressly warrant and represent to the **Released Parties** that:

- (1) I am legally competent to execute this Agreement;
- (2) I have the authority to execute the release and bind myself to all of the terms of this Agreement;
- (3) I have not assigned, pledged or otherwise in any manner whatsoever sold or transferred either by instrument in writing, or otherwise, any right, title, interest or claim which I have or may have by reason of the occurrence described above, or any matters arising out of or relating thereto except to my attorney;
- (4) All expenses of any and every nature and character whatsoever incurred by me or on my behalf, arising from the events above described are my sole responsibility including but not limited to satisfaction of any and all repair costs, remediation expense or subrogation interests including but not limited to payments made by a third party, insurer or anyone else on my behalf.

This Agreement has been executed and delivered, and shall be construed in accordance with the applicable laws of the State of Georgia and the United States of America. This Agreement shall be binding upon and inure to the benefit of the Released Parties and their respective heirs, executors, administrators, assigns, successors-in-interest, predecessors-in-interest, and anyone claiming by, through, or under any one of them. Photocopy, facsimile, electronic or other copies of this Agreement and signatures shall have the same effect as an ink-signed original.

The undersigned Releasing Parties hereby warrants that out of the proceeds paid herein, the undersigned will satisfy any and all unpaid or unsatisfied contractors for costs or repair. The undersigned Releasing Parties will indemnify and hold harmless the Released Parties from any and all claims, losses, damages, demands, actions, causes of action and all liability whatsoever, including but not limited to costs, attorneys' fees or judgments which might arise from an unpaid or unsatisfied lien, judgment/settlements, bills, claim or otherwise.

I, by my signature below expressly warrant and represent to the Released Parties, as part of the consideration for the payment of the above-mentioned sum of money, that before executing this instrument, I have fully informed myself of its terms, contents, conditions and effect; that in making this settlement no promise or representation of any kind has been made to me by the Released Parties or anyone acting for it except as is expressly stated in this instrument. I have relied solely and completely upon my own judgment in making this settlement, and I fully understand that this is a full, complete and final release, and that the sum of money mentioned above is all the money that is to be paid to me or anyone else by the Released Parties as a result of the above-described events.

[Signature]  
Kelly Fillers

7/28/23  
Date

[Signature]  
Nicholas White

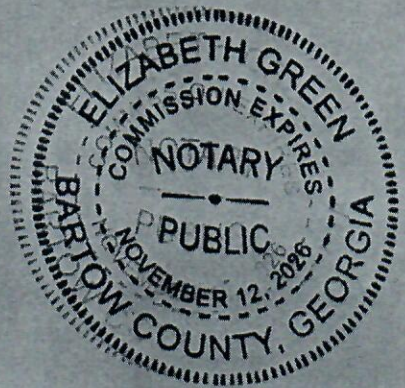
7-28-23  
Date

THE STATE OF Georgia § COUNTY OF Bartow  
BEFORE ME, the undersigned authority, on this day personally appeared Kelly Fillers and Nicholas White known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28<sup>th</sup> day of July, 2023

[Signature]  
Notary Public in and for  
the State of Georgia  
My Commission Expires:

EXECUTED this the 28<sup>th</sup> day of July, 2023



Computer Check Cleared

No

Check Num

22026

Check Date

08/07/2023

Payment Amt

\$19,604.34

Pay to the Order of

Cottage Leasing, Inc.

Nineteen Thousand Six Hundred Four and 34/100 dollars

Address

PO Box 7

Attn: Danny Gilreath

Rydel GA 30171

Memo

Full and final settlement of all claims

Direct1 Direct1

Computer Check Cleared No

Check Num 22025

Check Date 08/07/2023

Payment Amt \$8,664.00

Pay to the Order of Kelly Fillers

Eight Thousand Six Hundred Sixty Four and 00/100 dollars

Address 53 Goodyear Ave.

Cartersville GA 30120

Memo Full and final settlement of all claims

Direct1 Direct1