

RELEASE AND SETTLEMENT AGREEMENT

1. In consideration of the payment of the sum of \$1,321.69 (One Thousand Three Hundred and Twenty-One Dollars and Sixty-Nine Cents) payment of which will be issued within thirty (30) days of receipt of this signed and executed Release and Settlement Agreement.

THE CITY OF JACKSON, MISSOURI ("RELEASOR"), hereby release and forever discharge Horner & Shifrin, Inc. ("H&S"), as well as its principals, shareholders, officers, directors, servants, agents, employees, partners, representatives, successors, insurers, assigns, and affiliates (collectively, the "RELEASED PARTIES"), of and from any and all claims demands, actions, and causes of action, known or unknown, in any way arising from or relating to Item No. 2 of the Change Order 03, dated 7/24/2024 of the Jackson Water Plant Improvements Project.

THE RELEASING PARTIES agree that they will bear their own attorneys' fees and costs related to this matter, if any.

2. THE RELEASING PARTIES represent that in executing this Release and Settlement Agreement, they have the option to consult with an attorney regarding the terms and conditions of this Release and Settlement Agreement and, if they have done so, they have relied upon the legal advice of their own counsel and that the terms and conditions of this Release and Settlement Agreement have been explained to them by their own attorney and that they understand completely and voluntarily accept all terms and conditions of this Release and Settlement Agreement. THE RELEASING PARTIES represent that if they have not consulted an attorney regarding this Release and Settlement Agreement, they have relied upon their own reading of the Release and Settlement Agreement and voluntarily accept all terms and conditions of this Release and Settlement Agreement and that no representations about the content and effect of this Release and Settlement Agreement have been made by THE RELEASED PARTIES or their insurers.

3. It is expressly understood and agreed that the payment of any sum by Continental Casualty Company or by the RELEASED PARTIES shall not be deemed an admission of liability or wrongdoing by any of the RELEASED PARTIES and that this agreement represents the settlement of a doubtful and disputed claim.

4. This Release and Settlement Agreement constitutes the entire agreement between THE RELEASING PARTIES and THE RELEASED PARTIES. No change or modification of this Release and Settlement Agreement shall be valid unless it is in writing and signed by THE RELEASING PARTIES and THE RELEASED PARTIES.

5. This Release and Settlement Agreement shall be construed and interpreted in accordance with the laws of Missouri.

6. It is expressly understood this Release and Settlement Agreement may be executed in counterparts and that a photostatic copy of the Release and Settlement Agreement shall be as binding as the original.

IN WITNESS WHEREOF, this Release and Settlement Agreement has been signed
by a designated representative of the Releasor on the date(s) indicated below.

Signature

Print name

DATED: