

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the “Settlement Agreement”) is made and entered into as of this 17th day of April 2025 (the “Effective Date”), by and between **Morning Pride Manufacturing L.L.C. (“Honeywell”)**, on the one hand, and **City of New Prague (“New Prague”)**, on the other. Honeywell and New Prague sometimes are collectively referred to herein as the “Parties,” or individually, each is a “Party.”

RECITALS

A. Whereas, in 2018 New Prague purchased twenty-two (22) Honeywell 4500 PSIF Titan Self-Contained Breathing Apparatuses (“SCBAs”) from Fire Safety USA, Inc.

B. A dispute has arisen between Honeywell and New Prague regarding alleged warranty issues with the SCBAs (the “Dispute”).

C. It is now the intention of the Parties to completely and fully settle, compromise, and resolve any and all differences, disputes and claims which may exist as to the foregoing matters.

AGREEMENT

In consideration of the terms, conditions and covenants herein, the Parties agree as follows:

1. **Settlement Payment.** Within thirty (30) business days of the date that this Settlement Agreement is signed by both parties, Honeywell shall make payment to New Prague in the amount of one hundred fifty thousand dollars (\$150,000.00) (the “Settlement Payment”). The Settlement Payment shall be made via wire transfer as follows:

First Bank & Trust
New Prague, MN 56071

Acct [REDACTED]
Routing# [REDACTED]

2. **Mutual Release.**

(a) The term “Claim” or “Claims” as used herein will mean and include any and all claims, actions, causes of action, accounts, bonds, charges, complaints, contracts, controversies, costs, covenants, demands, debts, duties, expenses, fees, fines, grievances, liens, liabilities, losses, obligations, penalties, punitive damages, statutory rights, suits, rights, wages, and theories of liability of whatsoever kind and nature; whether based in contract or tort of any kind; whether arising in equity, under the common law, and/or by statute or regulation; whether known or unknown; regardless of when discovered or alleged to have been discovered; whether past, present, or future; whether contingent, prospective, or matured; regardless of the type of damages or any other relief sought; regardless of forum and/or jurisdiction; regardless of whether brought in the nature of an arbitration, litigation, an administrative, legislative, judicial or quasi-judicial proceeding or any other proceeding or context; whether asserted via claim, counterclaim, cross-claim, motion, third-party claim, or otherwise; from the beginning of time to the Effective Date of this Settlement; that arise from, relate to or are in any way connected with the Dispute, including but not limited to any aspect of the solicitation, negotiation, manufacture, delivery, or use of the Product. Notwithstanding the foregoing, the term “Claim” or “Claims” will not include any claim seeking the enforcement or performance of this Settlement and/or for the breach of this Settlement.

(b) Releasing Party and Released Parties.

The “Releasing Party” is New Prague, on its behalf and on behalf of its predecessors, successors, heirs, assigns, direct and indirect parent(s) and subsidiaries, related entities of any nature, affiliates, or entities under common control with any of the foregoing (“New Prague Entities”). “Releasing Party” shall also include all of New Prague Entities’ past, present and future administrators, agents, attorneys, directors, distributors, employees, executors, interest holders, insurers, managers, members, owners, officers, partners, shareholders, representatives, sellers, servants, shareholders, and any other person acting for or through New Prague Entities, or in concert with them, and the heirs, successors and assigns of each.

The “Released Parties” are Honeywell and its direct and indirect parent(s) (“Honeywell Parties”), along with all of the Honeywell Parties’ predecessors, successors, heirs, assigns, direct and indirect subsidiaries, related entities of any nature, affiliates, or entities under common control with any of the foregoing, or associated assets—real and personal—and products (“Honeywell Entities”). The “Released Parties” shall also include all past, present and future administrators, agents, attorneys, directors, distributors, employees, executors, interest holders, insurers, managers, members, officers, owners, partners, representatives, sellers, servants, shareholders, and any other person acting for or through Honeywell Parties and/or Honeywell Entities, or in concert with them, and the heirs, successors and assigns of each.

(c) Release and Waiver of Claims. Releasing Party hereby waives, releases, acquits and forever discharges Released Parties from and against any and all Claims.

3. **Authority to Settle / Counsel Representation / No Prior Assignment of Rights.** The Parties covenant, represent and warrant that (a) there are no liens or claims of lien or assignments in law or equity or otherwise on or against any and all claims and causes of action arising out of, connected with, or incidental to the released Claims; (b) they have not sold, transferred, assigned or otherwise disposed of any interests related to the Claims or Dispute, and (b) that they are competent, had the opportunity to consult with counsel, and are fully authorized and entitled to enter into this Settlement Agreement and to carry out the obligations provided for herein.

4. **Informed Consent.** The Parties represent that they had the opportunity to consult with counsel regarding the legal effect of the Settlement Agreement, and all implications of the releases, agreements, covenants, representations and warranties provided for herein, and that they understand that the Settlement Agreement stated herein is final and conclusive forthwith.

5. **Each Party to Bear Its Own Fees and Costs.** Except as otherwise provided herein, each Party hereto shall be solely responsible for its own costs, attorneys’ fees and other legal expenses in connection with the Dispute, including without limitation, the negotiation, execution and performance of this Settlement Agreement.

6. **No Admission of Liability.** It is understood and agreed by the Parties that the execution of this Settlement Agreement settles all Claims. This Settlement Agreement will be construed strictly as a compromise and settlement of the Claims for the purpose of avoiding past, present and future controversies, litigation and expense. The terms of this Settlement Agreement shall not be construed as an admission of liability by any Party at any time for any purpose. Neither

this Settlement Agreement nor any negotiations, discussions or proceedings in connection with this Settlement Agreement shall be construed as evidence of any liability, wrongdoing, or misconduct of any kind by either Party. The Settlement Agreement may only be used as evidence to support its terms.

7. **Construction and Interpretation.** This Settlement Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Minnesota. This Settlement Agreement shall not be interpreted for or against any Party because that Party or its agent drafted its provisions. This Settlement Agreement shall be interpreted according to its intended meaning. The headings in this Settlement Agreement are inserted for convenience only and shall not be deemed a part of this Settlement Agreement for construction or interpretation. Time is of the essence as to all dates and matters related to this Settlement Agreement.

8. **Confidentiality.** The Parties are entitled to confirm the fact that the Dispute and Proceedings have been resolved but may not otherwise disclose any details of this Settlement Agreement. New Prague will approve the Settlement and handle the Settlement Agreement as required by and in accordance with the Minnesota Government Data Practices Act, Minn. Stat. § 13.01. et seq. The Parties agree that they will not disclose any details of this Settlement Agreement, outside of the requirements outlined in the Minnesota Government Data Practices Act. In addition, New Prague has no plans to publicize this Settlement Agreement or its content beyond listing approval on the City Council meeting agenda. Each Party agrees not to, directly or indirectly, make or cause to be made, any disparaging, derogatory or otherwise uncomplimentary or damaging statements or comments about the other Party or the Settlement Agreement to any person or entity provided that: 1) New Prague is allowed pursuant to this paragraph to approve the Settlement and handle any constituent comment or request in accordance with the Minnesota Government Data Practices Act, Minn. Stat. § 13.01, et seq.; and 2) a response to a constituent comment or request is not considered a violation of this paragraph if it is limited to facts only, with no conclusive statement relative to disputed facts between the Parties.

9. **Successors and Assigns.** This Settlement Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties hereto.

10. **Merger and Integration.** The Parties hereto warrant that this Settlement Agreement is intended by the Parties to represent the final expression of their agreement and to be a complete and exclusive statement of the terms thereof. This Settlement Agreement supersedes, extinguishes, and is in lieu of any and all other agreements, negotiations, understandings and representations which may have been made or entered into by and between the Parties and its terms are contractual and not merely a recital. Any amendment or modification to this Settlement Agreement must be in writing and must be executed by all Parties hereto subsequent to the date of original execution of this Settlement Agreement.

11. **Severability.** Each clause and provision of this Settlement Agreement is severable. If any clause or provision of this Settlement Agreement is held invalid or unenforceable by any court of competent jurisdiction, all other clauses or provisions of this Settlement Agreement will remain in full force and effect in such jurisdiction and will not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision in this Settlement Agreement

in any jurisdiction. If any clause or provision contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Settlement Agreement, such clause or provision will be restricted in applicability and reformed to the minimum extent required for such clause or provision to be enforceable, or the Parties will amend or otherwise modify this Settlement Agreement to replace such clause or provision with a valid and enforceable clause or provision giving effect to the intent of the Parties.

12. **Execution.** This Settlement Agreement may be executed by fax or e-mail .pdf and/or in counterparts and, if so executed, each fax, email .pdf and/or counterpart shall have the full force and effect of an original.

IN WITNESS WHEREOF, Honeywell and New Prague have executed this Settlement Agreement to be effective as of the Effective Date.

DATED: _____

Morning Pride Manufacturing L.L.C.

By: _____

Name: _____

Title: _____

DATED: _____

City of New Prague

By: _____

Name: Duane J. Jirik

Title: Mayor

By: _____

Name: Joshua Tetzlaff

Title: City Administrator