

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is between Harry C. Neel (“Neel”), Michael Jenkins (“Jenkins”), and the Estate of Lee Cavanaugh (“Cavanaugh”) (collectively “Plaintiffs”), and Stonycreek Valley Development Corporation (“Stonycreek”) (each of Stonycreek, Neel, Jenkins and Cavanaugh are referred to herein as a “Party” and collectively, the “Parties”):

### WITNESSETH:

WHEREAS, Plaintiffs filed a Complaint and Amended Complaint and exhibits thereto (which exhibits include a letter dated March 20, 2019 and a letter dated April 5, 2019) in the Court of Common Pleas of Somerset County, PA, at No. 275 Civil 2019 against the defendants Stonycreek Valley Development Corporation (“Stonycreek”) and Daniel Dively (“Dively”) (collectively referred to as the “Lawsuit”); and

WHEREAS, the defendants have denied any wrongdoing alleged by Plaintiffs in the Lawsuit;

WHEREAS, the Parties have engaged in settlement negotiations and have agreed to settle and resolve all disputes, differences, and claims related to and arising out of the Lawsuit, which exist or may exist, whether known or unknown, whether asserted or unasserted, and whether foreseen or unforeseen.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and other good and valuable consideration passing between and among the Parties, the receipt and sufficiency of which are acknowledged, it is agreed:

1. Settlement Terms. Within fourteen (14) days of (i) the full execution of this Settlement Agreement and Release; (ii) Cincinnati’s receipt and acceptance of completed W-9

forms for each Plaintiff conveyed to Cincinnati's counsel, Victor C. Peters, Peters & Nye LLP, 14 Executive Court, Suite 2, South Barrington, Illinois, 60010, [victorpeters@petersnyel.com](mailto:victorpeters@petersnyel.com); and (iii) the receipt by Stonycreek's counsel of the Plaintiffs' proposed praecipe to dismiss the Lawsuit and all defendants with prejudice which proposed order is in a form acceptable to Stonycreek. Cincinnati Insurance Company, on behalf of Stonycreek, will issue a check for Ninety Thousand Dollars (\$90,000) payable to Metz Lewis IOLTA account which settlement check will be transmitted to: Brian T. Must, Metz Lewis Brodman Must O'Keefe LLC, 535 Smithfield Street, Suite 800, 444 Liberty Avenue, Suite 2100 Pittsburgh, Pennsylvania 15222. Plaintiffs will file the praecipe to dismiss the Lawsuit and all defendants with prejudice which is in a form acceptable to Stonycreek within five (5) days of attorney Brian T. Must's receipt of the settlement check.

2. General Release. Each Party for itself and its successors, heirs, estates, assigns, shareholders, directors, officers, employees, parents, subsidiaries, affiliates, investors, agents, servants, partners, members, in consideration for the releases and other good and valuable consideration referenced herein, the receipt and sufficiency of which is hereby acknowledged, hereby remises, releases, relinquishes, discharges, and otherwise forgives the other Parties and each of their respective subsidiaries, predecessors-in-interest, parents affiliates, successors, heirs, estates, assigns, shareholders, directors, officers, employees, agents, independent contractors, servants, partners, members, insurance companies, insurers, attorneys, and legal representatives from any and all past, present, potential, or future actions, causes of action, claims, demands, liabilities, suits, controversies, proceedings, expenses and damages, of any kind and of any nature, whether known or unknown, whether foreseen or unforeseen, and from all other rights, demands, damages, and liabilities of any kind or nature (including without limitation all liabilities for costs, charges, prejudgment interest, losses, expenses, and attorney's fees) which they had, now have, or

may ever have, from the beginning of the world to the end of time, whether now existing or hereafter arising, related to, or in consequence of the Lawsuit and the claims alleged in the Lawsuit, with the sole exception being the right to enforce this Agreement. All released parties are either Parties or intended third party beneficiaries of the Agreement, and all released parties shall have the right to enforce the provisions set forth in this paragraph of the Agreement. The Parties warrant and represent that they each are owners of any and all claims that exist within the intended scope of this paragraph of the Agreement as of the execution of this Agreement and that they have not assigned or transferred their claims to any third party.

3. Covenant Not to Sue. The Parties agree to a covenant not to sue, file, or assert any claim against each other in the future related to the Lawsuit, with the sole exception of the right to enforce this Agreement against the Parties thereto.

4. Representation by Counsel. Each Party to this Agreement represents that (1) this Agreement has been read and reviewed, and (2) such Party has had (a) the benefit of the advice of legal counsel of such Party's choice regarding this Agreement, or (b) had the opportunity to seek such advice, and that each Party has executed this Agreement as such Party's own free act and deed for the uses and purposes set forth herein.

5. Attorney's Fees and Costs. The Parties will bear their own attorney's fees and costs incurred in connection with the preparation of this Agreement and all claims made by Plaintiffs.

6. Non-Admission of Liability. This Agreement is a settlement of disputed claims and is entered into to avoid the expense and uncertainties of litigation. This Agreement will in no event be construed as, or be considered, evidence of an admission or concession by a Party or any other person, association, or corporation that is or might be claimed to be jointly and/or severally liable for any liability or wrongdoing . This Agreement and its provisions will not be offered or received

in evidence in any action or proceeding as an admission or concession of liability or wrongdoing of any nature by any Party.

7. Execution in Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be considered an original. A Party may enter into this Agreement by executing any counterpart, except the Agreement will not take effect until executed by the Parties.

8. Authority. The Parties represent to one another that they have full authority to enter into this Agreement and carry out their obligations.

9. Governing Law. This Agreement will be governed by and construed under the laws of the Commonwealth of Pennsylvania.

10. Integration Clause. The Parties agree that these terms are the entire agreement between the Parties and that this Agreement may not be changed except by a writing executed by all Parties.

**[SIGNATURE PAGE TO FOLLOW IN NEXT PAGE]**

IN WITNESS WHEREOF, the Parties to this Agreement have caused this Agreement to be  
duly executed.

Date: 2/24/24

Harry Neel  
Harry Neel

ESTATE OF LEE CAVANAUGH

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Jaci Scott

Title: Executrix of Estate

Date: 2-19-24

Michael Jenkins  
Michael Jenkins

THE STONYCREEK VALLEY  
DEVELOPMENT CORPORATION

Date: 2/19/2024

By: Brand A. Marshall

Name: Brand A. Marshall

Title: President

IN WITNESS WHEREOF, the Parties to this Agreement have caused this Agreement to be  
duly executed.

Date: \_\_\_\_\_

Harry Neel

Date: 2/19/2024

ESTATE OF LEE CAVANAUGH

By: Jaci Scott

Name: Jaci Scott

Title: Executrix of Estate

Date: \_\_\_\_\_

Michael Jenkins

Date: 2/19/2024

THE STONYCREEK VALLEY  
DEVELOPMENT CORPORATION

By: Brad A. Meneilly

Name: Brad A. Meneilly

Title: President