

## SETTLEMENT AND MUTUAL RELEASE AGREEMENT

This Settlement and Mutual Release Agreement (the “**Agreement**”) is made by and between Realty Trust Services, LLC, an Ohio limited liability partnership (“**RTS**”), with its principal place of business at 29550 Detroit Road, Suite 102, Westlake, Ohio 44145, and Frances E. Talley, an individual (“**Ms. Talley**”) with her mailing address at 19600 Ridgewood Avenue, Warrensville Hts., Ohio 44122. RTS and Ms. Talley are referred to in this Agreement collectively as the “**Parties**” and individually as a “**Party**”.

### RECITALS

WHEREAS, on August 23, 2019 RTS filed a Complaint against Ms. Talley in the Cleveland Heights Municipal Court captioned *Realty Trust Services, LLC v. Frances E. Talley*, Case No. CVG1901225 (the “**Litigation**”);

WHEREAS, on September 27, 2019, Ms. Talley filed an Answer and Counterclaim in the Litigation;

WHEREAS, on October 15, 2019, RTS filed a Reply to the Counterclaim in the Litigation;

WHEREAS, on December 2, 2019, Ms. Talley sought leave to file an Amended Answer and Counterclaim in the Litigation;

WHEREAS, on March 13, 2020, the Parties participated in a bench trial before the Magistrate in the Cleveland Heights Municipal Court; and

WHEREAS, the Parties have reached an agreement to resolve all of their claims in the Litigation between them.

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1.     **Payment.** RTS shall cause One Thousand and 00/100 Dollars (\$1,000.00) to be paid to Ms. Talley and her counsel, Jeffrey Froude (the “**Payment**”) upon receiving a copy of this Agreement executed by Ms. Talley.

2.     **Dismissal of the Litigation.** Within ten (10) days after the Payment, the Parties shall jointly file a notice of dismissal of their respective claims in the Litigation with prejudice, each party to bear their own costs and attorneys’ fees.

3. **No Admission of Liability.** The Parties covenant and agree that this Agreement is not intended to be, and shall not be construed as, an admission of liability or wrongdoing by any Party, liability and wrongdoing being expressly denied.

4. **RTS's Release of Ms. Talley** RTS and its employees, officers, members, owners, affiliates, partners, predecessors, successors, parents, heirs, administrators, beneficiaries, assigns, agents, and attorneys hereby release, acquit, and forever discharge Ms. Talley and each of her agents and former agents, attorneys, assigns, and successors and any and all assets and property of the same, from any and all charges, complaints, claims, liabilities, controversies, damages, actions, causes of action, suits, rights, liens, security interests, demands, costs, lawsuits, debts, interest, including all pre-settlement and post-settlement interest, fees, and expenses of any nature whatsoever, known or unknown, suspected or unsuspected, which have arisen since the beginning of time through the date this Agreement is fully executed, arising out of related to any dealings between RTS and Ms. Talley.

5. **Release of RTS.** Ms. Talley and her successors, heirs, administrators, beneficiaries, assigns, agents, and attorneys hereby release, acquit, and forever discharge RTS and its current and former employees, agents and former agents, attorneys, directors, officers, shareholders, assigns, parents, subsidiaries, affiliates, predecessors and successors and any and all assets and property of the same, from any and all charges, complaints, claims, liabilities, controversies, damages, actions, causes of action, suits, rights, liens, security interest, demands, costs, lawsuits, debts, interest, including all pre-settlement and post-settlement interest, fees, and expenses of any nature whatsoever, known or unknown, suspected or unsuspected, which have arisen since the beginning of time through the date this Agreement is fully executed, arising out of related to any dealings between RTS and Ms. Talley.

6. **Confidentiality.** Each Party agrees to keep this Agreement and its terms confidential, provided, however, that any Party may disclose (a) any terms which are required to be disclosed to governmental taxing authorities and their attorneys, bankers, accountants, and tax advisors; (b) any terms which are required by a court of competent jurisdiction, but then only to the extent necessary to comply with the court order; and (c) any terms which are otherwise required by law to be disclosed.

7. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding among the Parties hereto as to the matters set forth herein and supersede and revoke all prior agreements and understandings, oral and written, between the Parties hereto or otherwise with respect to the subject matter hereof. No change, amendment, termination or attempted waiver of any of the provisions hereof shall be binding upon any Party unless set forth in an instrument in writing signed by the Party to be bound or its respective successors in interest. In entering into this Agreement, the Parties have not relied upon any promise or representation not specifically set forth in this Agreement.

8. **Severability.** The provisions of this Agreement are severable, and the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions.

9. **Waiver of Presumption.** For purposes of any action arising out of the application, interpretation, or alleged breach of this Agreement brought by any of the Parties, all Parties waive any statutory or common law principle, and any judicial interpretation of this Agreement, that would create a presumption against one of the Parties as a result of its having drafted any provision of this Agreement. Counsel for the Parties have reviewed and revised this Agreement, and there shall not be applied any rule construing ambiguities against the drafting Party.

10. **Governing Law.** This Agreement shall be construed under and in accordance with the laws of the State of Ohio without regard to its conflict of laws provisions.

11. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, assigns, predecessors, successors-in-interest and assigns of each of the parties.

12. **Acknowledgement of Review and Opportunity to Consult Counsel.** All parties represent and acknowledge that they have read this Agreement and have been advised by their attorneys as to its legal effect and that they understand that by executing this Agreement, they are foregoing the right to have a court or jury determine questions of liability and damages as to any and all claims released herein.

13. **Authority to Execute Agreement.** The undersigned represent and affirm that they have the authority to execute this Agreement and to bind their respective Parties.

14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

15. **Facsimile and Electronic Mail Acceptable.** Any signature page to this Agreement transmitted by facsimile machine or electronic mail shall be treated in all manner and respects as an original agreement and the signature of any Party to this Agreement transmitted by facsimile machine or electronic mail shall for all purposes be considered an original signature.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, consisting of four pages, including signature pages, on the day and year written below, intending to be legally bound.

REALTY TRUST SERVICES, LLC

 (As Agent)

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

Date: 8/26/2020

Title: Agent  
\_\_\_\_\_

FRANCES E. TALLEY

\_\_\_\_\_

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

**THE BELOW ARE SIGNATORIES TO THIS AGREEMENT PURSUANT TO THEIR  
RELEASE PROVIDED IN PARAGRAPH 5 AND THE CONFIDENTIALITY  
PROVISION CONTAINED IN PARAGRAPH 6**

REALTY TRUST SERVICES, LLC

By:  (As Agent)

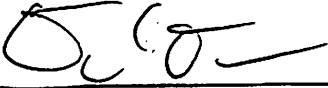
Date: 8/26/2020

Title: Agent  
\_\_\_\_\_

FRANCES E. TALLEY

\_\_\_\_\_

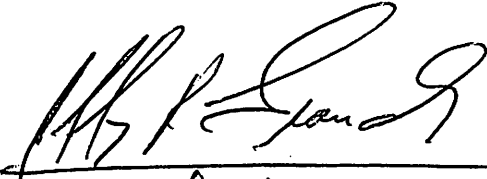
Date: \_\_\_\_\_



Attorney for T

8/26/2020

Date



Attorney for A

8/26/2020

Date

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

LIEBERMAN, DVORIN & DOWD, LLC  
Attorneys & Counselors at Law  
30195 Chagrin Boulevard, Suite 300  
Pepper Pike, OH 44124-5703

KEYBANK, N.A.  
6-103/410

8572

8/26/2020

PAY TO THE  
ORDER OF

Jeffrey Froude, Army

\$ 1,000.00

One Thousand and 00/100

DOLLARS

VOID AFTER 180 DAYS

MEMO

Settlement in Full Frances Talley



*[Handwritten Signature]*

AUTHORIZED SIGNATURE

⑈008572⑈ ⑆041001039⑆ 350301020797⑈

LIEBERMAN, DVORIN & DOWD, LLC / Attorneys & Counselors at Law

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LIEBERMAN, DVORIN & DOWD, LLC / Attorneys & Counselors at Law

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