

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into on the 4th day of August 2016, by and between the City of Charlotte (“Plaintiff”), and In Mold Solutions, LLC, and Fifth Third Bank (together the “Defendants”) (collectively, Plaintiff and Defendants shall be known as “Parties”).

WHEREAS, Plaintiff filed suit against In Mold Solutions, LLC, Fifth Third Bank and the United States Small Business Administration, in Eaton County Circuit Court, Case No. 16-266-CH (“Lawsuit”); and

WHEREAS, Plaintiff and Defendants wish to resolve this matter pursuant to the terms set forth herein below; and

WHEREAS, Plaintiff and the Defendants have now agreed to settle fully and finally any and all claims and differences between them, including, but not limited to, all the known or unknown claims which have accrued up to and through the date of this Agreement that have been asserted, or could have been asserted, by and between Plaintiff and Defendants in the Lawsuit, however, this Agreement is not intended to settle any claims or liabilities between In Mold Solutions, LLC and Fifth Third Bank;

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements and other undertakings as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually covenant and agree as follows:

1. The Plaintiff shall file a voluntary dismissal of the Lawsuit as to the United States Small Business Administration, attached as **Exhibit A**.

2. In Mold Solutions, LLC shall pay to Plaintiff the sum of \$41,257.93 ("Payment"), in full satisfaction of all of the Plaintiff's causes of action and claims for damages including costs, interest, penalties, and attorney fees, if any, related to the Lawsuit.

3. Upon receipt of this Agreement executed by all Parties and Payment, counsel for the Parties shall file a Stipulation to Dismiss with prejudice and without costs, a copy of which is attached as **Exhibit B**.

4. In Mold Solutions, LLC and Fifth Third Bank hereby release and forever discharge the Plaintiff from any and all claims, judgments, debts, causes of action, grievances, demands, suits and proceedings of any kind at law or in equity, whether known or unknown, which they have ever had, now have, or may have in the future, arising out of or in connection with those matters asserted in the Lawsuit.

5. The Plaintiff hereby releases and forever discharges Defendants from any and all claims, judgments, debts, causes of action, grievances, demands, suits and proceedings of any kind at law or in equity, whether known or unknown, which they have ever had, now have, or may have in the future, arising out of or in connection with those matters asserted in the Lawsuit.

6. This Agreement is conditioned upon the payment of the amount as set forth in this Agreement. Failure to pay the amount set forth in this Agreement renders this Agreement null and void.

7. The Parties acknowledge that this Agreement has been negotiated by the Parties and their counsel, and that in executing this Agreement, they have not relied upon any representation or statement not contained herein, with regard to the subject matter, basis or effect of the Agreement. This Agreement sets forth the entire agreement between the Parties.

8. The Parties have been given a reasonable period of time to review this Agreement

prior to the execution of this Agreement.

9. At the time of considering and executing this Agreement, the Parties are competent to affect a knowing and voluntary general and unlimited release of all claims, as set forth above, and to enter into this Agreement.

10. The provisions of this Agreement are severable, and if any provision of it is found unenforceable, the other provisions shall remain fully valid and enforceable.

11. This Agreement shall be interpreted in accordance with the laws of the State of Michigan.

THE UNDERSIGNED HEREBY DECLARE THAT THEY HAVE READ THE TERMS OF THIS AGREEMENT AND THAT THEY FULLY UNDERSTAND AND VOLUNTARILY ACCEPT AND SIGN THIS AGREEMENT AS A FULL AND FINAL COMPROMISE, ADJUSTMENT, AND SETTLEMENT OF ALL CLAIMS DESCRIBED HEREIN.

CITY OF CHARLOTTE

IN MOLD SOLUTIONS, LLC

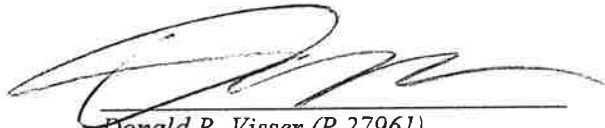
By: Gregg Guetschow, City Manager

By: 
Richard Mellema
Managing Partner
FIFTH THIRD BANK

By: _____

Approved as to form and content:

*Thomas M. Hitch (P 25558)
Attorney for the City of Charlotte*



*Donald R. Visser (P 27961)
Attorney for In Mold Solutions, LLC*

*Michael E. Moore (P 57315)
Attorney for Fifth Third Bank*

EXHIBIT A

Approved, SCAO

STATE OF MICHIGAN JUDICIAL DISTRICT JUDICIAL CIRCUIT COUNTY PROBATE 56th	DISMISSAL	CASE NO. 16-266-CH
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Court address Court telephone no.
 1045 Independence Blvd, Charlotte, MI 48813 517/543-4335

Plaintiff's name(s) and address(es)
 City of Charlotte

Plaintiff's attorney, bar no., address, and telephone no.
 Thomas M. Hitch (P 25558)
 601 Abbot Road
 East Lansing, MI 48823
 517/351-0280

v

Defendant's name(s) and address(es)
 United States Small Business Administration
 c/o Commercial Loan Servicing Center
 2719 North Air Fresno Drive, Suite 107
 Fresno, CA 93727

Defendant's attorney, bar no., address, and telephone no.

NOTICE OF DISMISSAL BY PLAINTIFF

- with
 without prejudice as to:
- Plaintiff/Attorney for plaintiff files this notice of dismissal of this case
 - all defendants
 - the following defendant(s): United States Small Business Administration
 - I certify, under penalty of contempt, that:
 - This notice is the first dismissal filed by plaintiff based upon or including the same claim against the defendant.
 - All costs of filing and service have been paid.
 - No answer or motion has been served upon plaintiff by defendant as of the date of this notice.
 - A copy of this notice has been provided to the appearing defendant/attorney by mail personal service.

July 6, 2016 _____
Plaintiff/Attorney signature
 Date

STIPULATION TO DISMISS

- with
 without prejudice as to:
- all parties.
 - the following parties: _____

 Date _____
Plaintiff/Attorney signature

 Date _____
Defendant/Attorney signature

ORDER TO DISMISS

with
 without prejudice. Conditions, if any: Dismissed only as to

United States Small Business Administration

This order resolves the last pending claim and closes the case.

 Date _____
Judge _____
Bar no.

EXHIBIT B

STATE OF MICHIGAN
EATON COUNTY CIRCUIT COURT

CITY OF CHARLOTTE, a Michigan
municipal corporation,

Plaintiff,

Case No. 16-266-CH

v

Hon. John D. Maurer

IN MOLD SOLUTIONS, LLC, a Michigan
limited liability company, and FIFTH
THIRD BANK, an Ohio banking corporation,

**STIPULATION AND ORDER
TO DISMISS**

Defendants.

Thomas M. Hitch (P 25558)
McGINTY, HITCH, HOUSEFIELD,
PERSON, YEADON & ANDERSON, P.C.
Attorneys for Plaintiff
601 Abbot Road
East Lansing, MI 48823
517/351-0280

Donald R. Visser (P 27961)
VISSER & ASSOCIATES, PLLC
Attorneys for In Mold Solutions, LLC
2480 44th Street, SE, Suite 150
Kentwood, MI 49512
616/531-9860

Michael E. Moore (P 57315)
PLUNKETT COONEY
Attorneys for Defendant Fifth Third Bank
333 Bridge, NW, Suite 530
Grand Rapids, MI 49504
616/752-4600

STIPULATION AND ORDER TO DISMISS

NOW COME the parties, by and through their respective counsel, and hereby stipulate and agree that this matter shall be dismissed with prejudice and without costs pursuant to the terms and conditions as set forth in the Settlement Agreement dated August 4, 2016.

Thomas M. Hitch (P 25558)
Attorney for Plaintiff

DATED: _____

Donald R. Visser (P 27961)
Attorney for In Mold Solutions, LLC

DATED: _____

Michael E. Moore (P 57315)
Attorney for Fifth Third Bank

DATED: _____

ORDER

At a session of said Court, held in the Circuit Courtrooms, Eaton County, Michigan, on _____, 2016.

PRESENT: HON. JOHN D. MAURER

This matter having come before this Court on the stipulation of dismissal with prejudice and without costs, and this Court being otherwise fully advised in the premises;

NOW, THEREFORE,

IT IS HEREBY ORDERED AND ADJUDGED that this matter shall be, and is hereby dismissed, with prejudice and without costs to any party; and

IT IS FURTHER ORDERED AND ADJUDGED that this order resolves the last pending claim and closes this case.

Hon. John D. Maurer

COUNTERSIGNED:

Deputy Clerk