

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is entered into effective as of the last date stated below by and between AAE Holdings, Inc. d/b/a All American Entertainment ("AAE Holdings") and Muskogee County Board of County Commissioners d/b/a Muskogee County Health Department ("MCHD"), being collectively referred to herein as "the Parties."

WHEREAS, AAE Holdings is a North Carolina corporation with an office in Durham County, North Carolina;

WHEREAS, MCHD is an Oklahoma government entity;

WHEREAS, MCHD retained AAE Holdings to provide certain entertainment services;

WHEREAS, MCHD remitted payment to AAE Holdings for the services provided, but said payment was criminally intercepted and was in fact received by an as yet unknown third party before being received by AAE Holdings;

WHEREAS, disputes arose between the Parties regarding the Parties obligations and/or responsibilities regarding any further payment;

WHEREAS, as a result of said disputes, AAE Holdings filed a lawsuit against MCHD captioned AAE Holdings, Inc. d/b/a All American Entertainment v. Muskogee County Health Department, 23 CVS 3730 ("the Lawsuit") currently pending in Wake County Superior Court;

WHEREAS, the Parties have now resolved, compromised, and settled their differences and have agreed to execute this Agreement in resolution of their differences and in settlement of the disputes between them as more fully set forth below.

NOW, THEREFORE, in consideration of the mutual promises, agreements, covenants, warranties and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to settle all matters between them and to bind themselves as follows:

1. Payment by MCHD. MCHD agrees to pay to AAE Holdings the amount of \$46,000.00 ("the Settlement Sum") contemporaneously with the execution of this Agreement. Payment shall be made directly to AAE Holdings via ACH or wire transfer (written instructions will be provided by AAE Holdings).

2. Dismissal by AAE Holdings of all Claims Asserted in the Lawsuit. Upon AAE Holdings receiving the Settlement Sum referenced above, and upon full execution of this Agreement by all Parties, AAE Holdings shall file a voluntary dismissal with prejudice of all claims asserted in the Lawsuit within 5 business days.

3. **Release of Claims.** In consideration of the payment of the Settlement Sum and all the other promises contained herein, AAE Holdings, and its affiliates, subsidiaries, predecessors, successors, officers, directors, agents, assigns, servants, employees, attorneys, partners, insurers, associates, heirs, representatives, and assigns does hereby forever release, remise, acquit and discharge MCHD and Muskogee County, together with their affiliates, subsidiaries, predecessors, successors, officers, directors, agents, assigns, servants, employees, attorneys, partners, insurers, associates, representatives, and assigns from and against any and all claims, causes of action, demands, actions, losses, costs, fees (including attorneys' fees), liabilities, damages and expenses of any kind or description whatsoever, whether arising out of contract, tort, statute, regulation, rule, ordinance or otherwise, in law or in equity, known or unknown, which it either now has, or has had from the beginning of time to the date of the final execution of this Agreement arising out of or in any way related to any of the facts or circumstances set forth in the Lawsuit.

In consideration of the dismissal of the Lawsuit and all the other promises contained herein, MCHD, and its affiliates, subsidiaries, predecessors, successors, officers, directors, agents, assigns, servants, employees, attorneys, partners, insurers, associates, heirs, representatives, and assigns does hereby forever release, remise, acquit and discharge AAE Holdings, together with their affiliates, subsidiaries, predecessors, successors, officers, directors, agents, assigns, servants, employees, attorneys, partners, insurers, associates, representatives, and assigns from and against any and all claims, causes of action, demands, actions, losses, costs, fees (including attorneys' fees), liabilities, damages and expenses of any kind or description whatsoever, whether arising out of contract, tort, statute, regulation, rule, ordinance or otherwise, in law or in equity, known or unknown, which it either now has, or has had from the beginning of time to the date of the final execution of this Agreement arising out of or in any way related to any of the facts or circumstances set forth in the Lawsuit.

4. **Governing Law and Interpretation.** This Agreement shall be governed and interpreted in accordance with the laws of the state of North Carolina. In the event of a breach of any provision of this Agreement, either party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach.

5. **Costs.** Each Party shall bear their own costs and attorneys' fees incurred in connection with the dispute.

6. **Amendment.** This Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Agreement.

7. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties and fully supersedes any prior agreements or understandings between the Parties. This Agreement shall inure to the benefit of and be binding upon each of the Parties and each of their former and present agents, employees, successors, assigns, heirs, beneficiaries and personal representatives. The Parties acknowledge that they have not relied on any

representations, promises, or agreements of any kind made to them in connection with their decision to accept this Agreement, except for those set forth in this Agreement.

8. Representations and Voluntary Action. The Parties represent, warrant and agree that they have thoroughly read and understood the terms of this Agreement, that they are executing this Agreement freely and voluntarily, upon their best judgment and solely for the considerations described herein, and that all action necessary to execute this Agreement has been taken. The Parties further represent that all of the signatories below have complete and full authority to execute this Agreement. By signing hereunder, the Parties acknowledge that they have read this Agreement and agree with its terms.

9. Mutual Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. For the purposes of this Agreement, a facsimile or electronic signature shall be deemed an original signature.

IN WITNESS WHEREOF, the Parties have executed this SETTLEMENT AGREEMENT AND RELEASE effective the date and year last written below:

(SIGNATURE PAGE FOLLOWS)

AAE HOLDINGS, INC., d/b/a ALL AMERICAN ENTERTAINMENT

By: _____ (SEAL) _____

(Date)

(print name)

(print title)

MUSKOGEE COUNTY BOARD OF COUNTY COMMISSIONERS b/d/a
MUSKOGEE COUNTY HEALTH DEPARTMENT

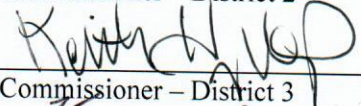


Commissioner – District 1

5/15/2023

Date

Commissioner – District 2



Commissioner – District 3



County Clerk

 5/15/23