

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made as of July 14, 2023, by and between United Bank, successor in interest to Essex Bank ("Bank"), the County of Louisa, Virginia ("Louisa") and the Louisa County Board of Supervisors (the "Board of Supervisors," and together with Louisa, the "County"), each being known hereafter as a "Party" to this Agreement and collectively as "Parties" hereto.

W I T N E S S E T H

WHEREAS, Bank of Goochland issued two Irrevocable Letters of Credit for the benefit of the County consisting of: (i) Irrevocable Letter of Credit No. 1141905 in the sum not exceeding \$78,125.00 (the "\$78,125.00 Letter of Credit"); and Irrevocable Letter of Credit No. 1141939 in the sum not exceeding \$9,657.00 (The "\$9,657.00 Letter of Credit," and together with the \$78,125.00 Letter of Credit, the "Letters of Credit");

WHEREAS, Essex Bank is successor in interest to Bank of Goochland and the Bank is successor in interest to Essex Bank;

WHEREAS, in connection with the Letters of Credit the County has filed a suit against the Bank in the Circuit Court of Louisa County, Virginia styled (the "Suit"): *Louisa County Board of Supervisors v. United Bank*, Case No. CL23000191-00.

WHEREAS, to the extent provided for in this Agreement, the Parties have reached an agreement as provided for herein to settle all claims and disputes between and among the Parties regarding the Letters of Credit and the Suit;

NOW, THEREFORE, for and in consideration of the referenced promises, and the agreements, covenants, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are included in this Agreement as if set forth verbatim herein.

2. Demand for Payment Under Letters of Credit and Satisfaction Thereof. The County is hereby deemed to have made demand for payment of the Letters of Credit in the respective amounts of \$78,125.00 and \$9,657.00, for a total of \$87,782.00, and the Bank agrees to satisfy such demand by paying to the County \$87,782.00 (the "\$87,782.00 Payment"). Upon the County's receipt of the \$87,782 Payment, the Bank's obligations under the Letters of Credit shall be satisfied in full and the County will deliver the originals of the Letters of Credit to the Bank.

3. Dismissal of Suit. The County will dismiss the Suit with prejudice within 5 days after the County receives the \$87,782.00 Payment and the Parties agree that all matters related to the Suit are settled by this Agreement and that the Bank will not be in default for failing to file a

response if the Suit is not dismissed with prejudice before the time that the Bank must file a response under the Rules of Virginia Supreme Court.

4. Releases.

a. Release of Bank. Other than any obligations created by this Agreement, the County, on behalf of itself, its successors and assigns and their agents, employees, members, attorneys, supervisors, administrators, servants and other representatives (the “County Releasing Parties”), hereby waive all existing claims or causes against the Bank and its successors and assigns and their agents, owners, employees, members, officers, directors, attorneys, servants, insurers and other representatives (the “Bank Parties”) and further, release, discharge, and covenant not to sue the Bank Parties with respect to any claims or causes of action which the County Releasing Parties may have or claim to have against the Bank Parties with respect to or arising from or connected in any manner with the Suit, any matters contained or related to the Suit, the Letters of Credit and any documents, agreements or transactions of any kind or nature related to the Letters of Credit.

b. Release of County. Other than any obligations created by this Agreement, the Bank, on behalf of itself, its successors and assigns and their agents, employees, members, officers, directors, attorneys, servants and other representatives (the “Bank Releasing Parties”), hereby waive all existing claims or causes of action against the County and its successors and assigns and its agents, employees, members, attorneys, supervisors, administrators, servants and other representatives (the “County Parties”) and further, release, discharge, and covenant not to sue the County Parties with respect to any claims or causes of action which the Bank Releasing Parties may have or claim to have against the County Parties with respect to or arising from or connected in any manner with the Suit, any matters contained or related to the Suit, the Letters of Credit and any documents, agreements or transactions of any kind or nature related to the Letters of Credit.

5. Additional Representations and Covenants of the Parties.

a. In connection with the review and execution of this Agreement, each of the Parties has had an opportunity to discuss the terms of this Agreement with counsel. Each of the Parties certifies that it has read and understands the contents of this Agreement and has voluntarily entered into this Agreement and the covenants and releases contained herein.

b. The Parties shall bear their own attorney’s fees, costs, and expenses in connection with the matters set forth in the Agreement. If the Parties litigate any provision of this Agreement or the subject matter hereof, the unsuccessful litigant shall pay to the prevailing litigant all costs and expenses, including reasonable attorneys’ fees, expenses and court costs, incurred by the litigant that prevails at trial, on any appeal or otherwise.

6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

7. Severability. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, it shall be deemed severable from, and in no way shall affect the validity or enforceability of, the remaining provisions of this Agreement. If a court or governmental authority determines that part or all of this Agreement is not valid or enforceable, the Parties agree and

request that the Agreement shall be deemed reformed to the least degree possible to bring it into compliance with prevailing law or regulation.

8. Further Assurances. From and after the date of this Agreement, the Parties hereto shall execute and deliver or cause to be executed and delivered, such further instruments and take such other actions as may be reasonably required to carry out this Agreement.

9. Complete Agreement. This Agreement contains the entire understanding and agreement among the Parties and supersedes all prior oral or written agreements between the Parties with respect to the subject matter contained herein and the entire relationship between the Parties, and any representation not contained herein shall not be valid or binding. Neither this Agreement nor any provision hereof may be waived, modified, amended, changed, discharged, or terminated, except by an agreement in writing signed by the Party against whom enforcement of any such waiver, modification, change, amendment, discharge, or termination is sought.

10. Binding Nature. This Agreement shall be binding upon and shall inure to the benefit of each of the Parties hereto and their respective heirs, personal representatives, successors, and assigns.

11. No Admission. The contents of this Agreement and any payment to be made pursuant to such do not represent any admission of wrongdoing on the part of either Party hereto. Rather, this Agreement and the obligations undertaken hereunder represent the settlement and compromise of disputed claims between and amongst the Parties.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original. The Parties further agree that a copy of a signature or a signature transmitted electronically or by facsimile may be treated and given the same legal effect as the original.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement under seal as of the date first written above.

UNITED BANK

By: _____ (SEAL)
Michael C. Mauney

Its: Senior Vice President

[ADDITIONAL SIGNATURE PAGE FOLLOWS]

COUNTY OF LOUISA VIRGINIA

By: _____(SEAL)

Name: _____

Its: _____

LOUISA COUNTY BOARD OF SUPERVISORS

By: _____(SEAL)

Name: _____

Its: _____