

Settlement Agreement and Release

This Settlement Agreement and Release (this "Release") is made as of March 14, 2022 (the "Effective Date") by Mission Rock Residential, LLC, a Delaware limited liability company for itself and any owner of the real property (collectively "Landlord") and Scott H [REDACTED], an individual ("Resident").

Recitals:

- A) Landlord and Resident are parties to that certain Lease Agreement dated effective 09/19/2020 (the "Lease") for the apartment with an address of [REDACTED], Denver, CO 80220 (the "Apartment").
- B) Disputes have arisen between Landlord and Resident regarding the Apartment, the surrounding premises, and the business practices of Landlord (the "Dispute").
- C) Landlord and Resident desire to resolve through settlement all claims of Resident without either admitting any liability or wrongdoing.

Therefore, in consideration of the mutual promises and covenants below, and after receiving all desired legal advice, Landlord and Resident agree as follows:

Agreement and Release:

In exchange for early termination of the Lease and Landlord's waiver of early termination fees and penalties in connection therewith, Resident, for Resident and all occupants of the Apartment, including any minor children, as well as all successors in interest, agents or assigns (collectively the "Releasing Parties"), hereby releases and forever discharges Landlord, as well as all officers, directors, shareholders, members, managers, employees, predecessors or successors in interest, affiliated companies, agents, and assigns (collectively the "Released Parties"), from any and all claims, liabilities, damages, judgments, levies, executions and costs of any kind, causes of action, known or unknown, including but not limited to claims associated with the Dispute, the Lease, the condition of the Apartment, damage to personal property or any personal injury associated with the condition of the Apartment or common areas.

Resident further agrees that from and after the Effective Date, he shall not to apply to lease an apartment at any property that is managed by Landlord, and shall not contact the tenants, employees, property management staff, or any other person affiliated with the Released Parties.

Landlord agrees that Resident may occupy the Apartment up until and including April 5, 2022

(the "Move Out Date"). Resident agrees to vacate the Apartment on or before midnight on the Move Out Date. Resident agrees to comply with all Lease provisions, through the date the Resident vacates the Apartment. Resident expressly acknowledges and agrees that if Resident has not vacated the Apartment on or before the Move Out Date, Resident becomes a trespasser and that Landlord shall be entitled to pursue a judgment for possession. Resident further agrees and acknowledges that any acceptance of rent by Landlord does not constitute a waiver by Landlord of this Agreement or constitute a waiver of Landlord's right to evict Resident in the event Resident fails to vacate the Apartment on or before the Move Out Date.

Releasing Parties shall keep the terms of this Release strictly confidential including the substance of negotiations and the conditions of settlement, and the terms of this Agreement, and shall not discuss or divulge this Agreement or the circumstances thereto, either orally or in writing, including statements on the Internet. Furthermore, the Releasing Parties agree not to make any disparaging or derogatory statements of any kind, either written or oral, concerning any other party to this Agreement as it relates to the Dispute or the Lease, on the Internet or otherwise. The Parties agree that this confidentiality provision is an essential term of the Agreement. The Releasing Parties expressly agree that any breach of this provision would be a material breach of this Agreement. Any violation of this provision caused by Releasing Parties or their agent(s) would cause harm to Landlord in amount difficult to calculate and Resident agrees that Resident must repay the concession/compensation that Landlord provided to Resident in accordance with this Agreement as liquidated damages in addition to Landlord's actual damages should Resident breach this provision or otherwise defaults on the Lease.

Upon execution of this Agreement, the parties will execute an Agreement for Mutual Rescission of Lease substantially in the form attached hereto as Exhibit A.

IN WITNESS WHEREOF, the Parties hereto have executed this Release of Claims effective the date and year first above written.

Read, Understood and Accepted:

For Landlord: Mission Rock Residential, LLC

By: _____

Date: _____

Name: _____

Its: _____