

SETTLEMENT AND MUTUAL RELEASE AGREEMENT

This Settlement and Mutual Release Agreement (this “**Agreement**”) is made this 20th day of March, 2019 (the “**Effective Date**”), by and between Julie Stern Roys, (“**Roys**”), on the one hand, and Harvest Bible Chapel (“**HBC**”) through James S. MacDonald (“**MacDonald**”) individually and as former Senior Pastor, James Scott Milholland (“**Milholland**”) as former COO of Harvest Bible Chapel, Ronald Duitman (“**Duitsman**”) as the former Elder Board Chairman of Harvest Bible Chapel, and William Sperling (“**Sperling**”) as Elder Board Member of Harvest Bible Chapel, on the other hand. HBC, MacDonald, Milholland, Duitsman, and Sperling are sometimes individually referred to as a “**HBC Party**” and sometimes collectively referred to as the “**HBC Parties.**” Roys and the HBC Parties are sometimes individually referred to as a “**Party**” and sometimes collectively referred to as the “**Parties.**”

RECITALS

WHEREAS, the HBC Parties brought a legal action against Roys and other individuals styled as *Harvest Bible Chapel, et al. v. Ryan Michael Mahoney, et al.*, Case No. 2018 L 011219, pending in the Circuit Court of Cook County (the “**Litigation**”);

WHEREAS, on January 17, 2019, the HBC Parties dismissed the Litigation without prejudice after Roys filed a motion to dismiss and the HBC Parties were served with discovery;

WHEREAS, Roys filed an Illinois Supreme Court Rule 137 motion for monetary sanctions against the HBC Parties in the Litigation, and, in addition, filed a malicious prosecution lawsuit against the HBC Parties as well as a defamation claim against HBC and MacDonald; and

WHEREAS, the Parties now desire to compromise and fully settle any and all claims and disputes between them.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth in this Agreement, the Parties hereby agree as follows:

AGREEMENT

1. **INCORPORATION OF RECITALS.** The Recitals set forth above are incorporated into this Agreement as if fully restated herein.

2. **SETTLEMENT PAYMENT.** HBC shall make a lump sum payment (the “**Settlement Payment**”) to Roys in the total amount of fifty thousand U.S. dollars (\$50,000.00) by March 22, 2019. The Settlement Payment shall be the form of a check made payable to “Julie Stern Roys and Rathje Woodward LLC.”

3. **RELEASES.**

- (a) The “**Roys Releasees**” shall mean Roys and each of her heirs, dependents, executors, attorneys, and agents.
- (b) The “**HBC Parties Releasees**” shall mean (i) MacDonald, Milholland, Duitsman, and Sperling and each of their heirs, dependents, executors,