

SETTLEMENT AGREEMENT ADDENDUM

This Settlement Agreement Addendum (“Addendum”) is made and entered into by and between the State of Indiana, *ex rel.* Todd Rokita, Attorney General (the “OAG”); the Utica Township Volunteer Fire Fighters Association d/b/a New Chapel EMS and the Utica Township Fire Department, Inc. d/b/a New Chapel Fire & EMS (collectively, the “New Chapel Entities”); and the Utica Township Fire Protection District (the “District”) (collectively hereinafter referred to as the “Addendum Parties”).

RECITALS

WHEREAS, the Addendum Parties, along with others, entered into that certain Mediation Agreement dated on or about August 27, 2025.

WHEREAS, since the execution of the Mediation Agreement, certain developments have occurred which changed the premises of the Mediation Agreement, and the Addendum Parties have had numerous discussions that have changed their respective positions from those stated in the Mediation Agreement in manners that alter their rights under the Mediation Agreement.

WHEREAS, the Addendum Parties wish to formalize those changed positions and rights to give them full legal effect.

WHEREAS, the Addendum Parties desire for this Addendum to be reviewed and approved by all appropriate state and federal courts to give this Addendum and the Mediation Agreement full legal force and effect as soon as practicable.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Mediation Agreement and this Addendum, the parties agree as follows:

TERMS

- 1. Monetary Consideration.** In exchange for the respective terms of this Addendum, the Addendum Parties agree to the following monetary terms:

- a. The District shall reduce its payment received under paragraph 2 of the “Monetary Terms” section of the Mediation Agreement from \$750,000.00 to \$650,000.00. This payment shall be made pursuant to the terms of the Agreed Entry Resolving Objection of Utica Township Fire Protection District to Debtors’ Motion for an Order Authorizing the Private Sale of Certain Motor Vehicles to John Jones Salem Dealerships, Inc., Free and Clear of All Liens, Claims, Interest, and Encumbrances.
- b. The OAG shall increase its payment received on behalf of the State Board of Accounts under paragraph 1 of the “Monetary Terms” section of the Mediation Agreement from \$168,821.58 to \$289,681.10. The amount payable to the SBOA may be paid out of either the Clark or Washington County escrow accounts and shall be paid prior to any other amounts paid out of said accounts to any Addendum Parties.
- c. The following additional term shall be added as “Monetary Term” for purposes of the Settlement Agreement: The OAG shall obtain the presiding court’s approval of the settlement agreements it has reached with Kevin Wilkerson in Cause No. 10C01-2405-PL-000037 and thereafter shall assign all rights and interests thereunder to the New Chapel Entities.

2. **Non-Monetary Consideration.** In exchange for the respective terms of this Addendum, the Addendum Parties agree to the following non-monetary terms:
 - a. The District shall withdraw its objections to the motions to sell automobiles in the New Chapel Entities’ bankruptcy cases currently pending before the U.S. District Court for the Southern District of Indiana in Case Nos. 25-90840-AKM-11 and 25-90841-AKM-11.
 - b. The District shall withdraw any pending objections to the bankruptcy plans filed in the New Chapel Entities’ bankruptcy cases currently pending before the U.S. District Court for the Southern District of Indiana in Case Nos. 25-90840-AKM-11 and 25-90841-AKM-11.
 - c. The District shall refrain from making any further objections to any actions by the New Chapel Entities in their bankruptcy cases currently pending before the U.S. District Court for the Southern District of Indiana in Case Nos. 25-90840-AKM-11 and 25-90841-AKM-11
 - d. Transfer of the personalty from New Chapel Entities to the District as described in the Mediation Agreement shall occur within five (5) business days of the approval of the Mediation Agreement and this Addendum by all necessary state and federal courts (as set forth below).
3. **All Other Mediation Terms Remain.** All other terms in the Mediation Agreement not expressly modified by this Addendum shall remain in full force and effect.
4. **Contingent Upon Court Approval.** Approval of the courts having jurisdiction over the Washington County escrow account and the Clark County escrow account (as those terms are used in the Mediation Agreement) and of the U.S. Bankruptcy Court for the Southern District of Indiana in the bankruptcy proceedings filed by New Chapel Entities shall be conditions precedent to the Mediation Agreement and this Addendum.

5. **Denial of Liability.** This Addendum, its negotiation, and its performance are not intended to be, nor shall it be in any way construed as an admission of liability by the Addendum Parties as to any of the Addendum Parties or any other person. Nothing in this Addendum or any acts for admission related hereto is, or shall by, considered an admission, concession, acknowledgment, interpretation or construction of any alleged liability. Rather, the Addendum has been entered into without any concession of liability or non-liability whatsoever and has no precedential or evidentiary value except in any action to enforce this Addendum.
6. **Voluntary Agreement with Advice of Counsel.** The Addendum Parties acknowledge they entered into this Addendum freely and voluntarily, having had the opportunity to consult with counsel, and the Addendum Parties appreciate and understand the terms contained in this Agreement and are fully satisfied with the settlement set forth herein.
7. **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of Indiana.
8. **Entire Agreement.** The Mediation Agreement and this Addendum constitute the entire, complete, and integrated agreement made between the Addendum Parties. This Addendum is not subject to any conditions not expressly provided for herein, and there are no prior or contemporaneous written or oral agreements by the Addendum Parties which can in any way modify, alter, waive, or estop the express terms of this Addendum. This Addendum may not be modified, altered, amended, waived, or changed in any way except in the manner assigned by the Addendum Parties.
9. **Severability.** Should any one or more of the terms or conditions of this Addendum be held to be void, invalid, illegal or unenforceable in any respect the same shall not affect any other term or condition of this Addendum such that the remainder hereof shall be effective as though such term or condition had never been contained herein.
10. **Attorneys' Fees.** It is further specifically understood and agreed that each of the Addendum Parties shall be responsible for their respective attorneys' fees.
11. **Competency and Authority to Execute Agreement.** Each Addendum Party warrants that no promise or inducement has been offered except as stated herein; that this Addendum is executed without reliance upon any statement or representation made by any other Addendum Party to this Addendum or their representatives concerning the nature and extent of the damages alleged by any other Addendum Party and the liability thereof; and that the person signing on behalf of each Addendum Party is of legal age, legally competent to execute this Agreement, and authorized to sign on behalf of said Addendum Party.
12. **Execution in Counterparts.** This Addendum may be executed in any number of counterparts via regular mail, electronic mail, facsimile, or any other means, each of which when so executed shall be deemed to be one and the same instrument.

- 13. Inured Benefit.** This Agreement shall be binding upon and inure to the benefit of the Addendum Parties' respective successors, heirs, assigns, insurers, employees, agents, shareholders, officers, directors, and attorneys to the extent permitted by law.
- 14. Further Assurances.** In the event other documents are required to fully effectuate the terms, conditions, and obligations described herein, then in that event, the Addendum Parties shall make, execute, and deliver or cause to be made, executed, and delivered any and all such documents or instruments necessary or desirable to complete or perfect the terms, conditions, or obligations herein. The Addendum Parties shall cooperate in good faith regarding the matter set forth in this Addendum.

(REMAINING SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.)

SIGNATURE PAGE – NEW CHAPEL ENTITIES

I hereby certify that I have read all of this Settlement Agreement Addendum and fully understand the same, and in witness whereof, I have executed this Release this 22nd day of December, 2025.

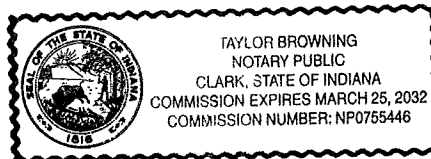

UTICA TOWNSHIP VOLUNTEER
FIRE FIGHTERS ASSOCIATION
(Signature)

Matthew Owen, C.E.O.
Printed Name and Title


UTICA TOWNSHIP FIRE
DEPARTMENT, INC.
(Signature)

Matthew Owen, C.E.O.
Printed Name and Title

STATE OF INDIANA]
COUNTY OF Clark] :SS



BEFORE ME, the undersigned Notary Public, in and for said county and state, personally appeared Matthew Owen, who acknowledged execution of the foregoing Settlement Agreement Addendum.

WITNESS my hand and Notarial Seal this 22nd day of December, 2025.


Notary Public (Signature)

Taylor Browning
Notary Public (Printed)

My Commission Expires: March 25, 2032

My County of Residence is: Clark

SIGNATURE PAGE – DISTRICT

I hereby certify that I have read all of this Settlement Agreement Addendum and fully understand the same, and in witness whereof, I have executed this Release this 15 day of December, 2025.



[Signature]
UTICA TOWNSHIP FIRE
PROTECTION DISTRICT
(Signature)
Henry Khuri, President
Printed Name and Title

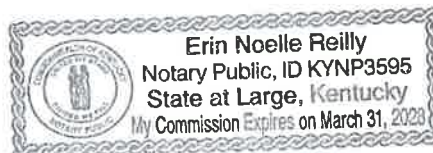
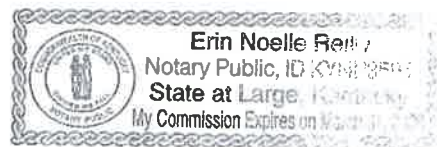
STATE OF KENTUCKY]
COUNTY OF JEFFERSON]

BEFORE ME, the undersigned Notary Public, in and for said county and state, personally appeared REILLY KHURI, who acknowledged execution of the foregoing Settlement Agreement Addendum.

WITNESS my hand and Notarial Seal this 15 day of DECEMBER, 2025.

[Signature]
Notary Public (Signature)
Erin Noelle Reilly
Notary Public (Printed)

My Commission Expires: 3/31/2028
My County of Residence is: Jefferson



SIGNATURE PAGE – OAG

I hereby certify that I have read all of this Settlement Agreement Addendum and fully understand the same, and in witness whereof, I have executed this Release this 22nd day of December, 2025.

[Signature]

STATE OF INDIANA, *EX REL.* TODD
ROKITA, ATTORNEY GENERAL
(Signature)

Heather M. Crockett, Section Chief
Printed Name and Title

STATE OF INDIANA]
COUNTY OF Marion] :ss

BEFORE ME, the undersigned Notary Public, in and for said county and state, personally appeared Heather M. Crockett who acknowledged execution of the foregoing Settlement Agreement Addendum.

WITNESS my hand and Notarial Seal this 22nd day of December, 2025.

[Signature]

Notary Public (Signature)

Candice Kelso

Notary Public (Printed)

My Commission Expires: 11/12/2028

My County of Residence is: marion

