SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is entered into by and between the City of Grand Junction, Colorado, a Colorado home rule municipality ("City"), Mike Tollin, an individual ("Tollin"), and Tollin Productions, Inc., a California corporation ("TPI"). Tollin and TPI are referred to collectively as the "Tollin Parties." The City and the Tollin Parties are each referred to as a "Party" and collectively as the "Parties." This Agreement is effective on the Effective Date defined in Section 23.

RECITALS

A. On or about November 15, 2011, the City and GJR, LLC, a Colorado limited liability company, entered into a Minor League Baseball Lease Agreement for the lease of the baseball stadium known as Suplizio Field and related grounds and facilities, which agreement was amended by a First Amendment effective June 30, 2012 (as amended, the "Lease"). In connection with the Lease, the City and GJR, LLC also entered into a Management Services Agreement dated as of October 2011 governing the sale of alcoholic beverages at the leased premises (the "Management Agreement").

B. The Pioneer Baseball League team that played its home games at Suplizio Field under the Lease, formerly known as the Grand Junction Rockies, was renamed the Grand Junction Jackalopes (the "Club").

C. Tollin, through TPI, acquired control of the Club, and controlled the Club when the Club ceased its operations in Grand Junction. In 2025, the Club gave the City written notice of termination of the Lease.

D. By letter dated October 20, 2025, the City notified TPI that the following amounts due to the City remained unpaid (collectively, the "Outstanding Debt"):

Item	Amount
Home game fees, June 2025	$12,600.00
Home game fees, July 2025	$13,920.00
Home game fees, August 2025	$10,500.00
Fireworks, July 4, 2025	$5,000.00
Alcohol reimbursement, 2025	$36,168.36
Alcohol reimbursement, 2025	$9,593.84
Invoice No. 102632	$3,542.63
Total	**$91,324.83**

The Outstanding Debt remains unpaid notwithstanding the City's collection efforts.

E. The Tollin Parties represent that, after the Club ceased operations in Grand Junction, TPI sold the Club to another entity (the "Purchaser"), that the Purchaser assumed the obligation to pay the Outstanding Debt, and that the Purchaser has not paid the Outstanding Debt.

F. The Tollin Parties have offered to pay the City Fifty Thousand Dollars ($50,000.00) in full settlement of the Outstanding Debt, and the City has agreed to accept that sum on the terms and conditions of this Agreement to avoid the expense, delay, and uncertainty of further collection efforts and litigation.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the mutual promises and releases in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Recitals.** The Recitals are incorporated into and made a part of this Agreement.

2. **Settlement Payment.** The Tollin Parties shall pay the City the sum of FIFTY THOUSAND DOLLARS ($50,000.00) (the "Settlement Payment") on the following terms:

(a) The Settlement Payment is due in a single lump sum within ten (10) business days after the Effective Date.

(b) The Settlement Payment shall be made in good funds available for immediate withdrawal, either (i) by wire transfer or ACH transfer under written instructions issued by the City's Finance Department, or (ii) by cashier's check payable to "City of Grand Junction" and delivered to the City of Grand Junction, Attn: Finance Department, 250 North 5th Street, Grand Junction, Colorado 81501.

(c) Before initiating any wire or ACH transfer, the Tollin Parties shall confirm the payment instructions by telephone with the City's Finance Department at a telephone number independently obtained from the City's official website. The City shall have no responsibility for any payment misdirected under instructions not issued by the City, and no such payment shall satisfy any obligation under this Agreement.

(d) Tollin and TPI are jointly and severally liable for the Settlement Payment. Time is of the essence as to the Settlement Payment.

3. **Accord and Satisfaction.** Upon the City's receipt of the Settlement Payment in good funds, the City accepts the Settlement Payment in full and final satisfaction of the Outstanding Debt, and this Agreement shall constitute a full accord and satisfaction of the Outstanding Debt.

4. **Default.** If the Settlement Payment is not received by the City in full and in good funds when due, or if any portion of the Settlement Payment is dishonored, reversed, or recovered from the City for any reason, including as a preferential or fraudulent transfer in any bankruptcy or insolvency proceeding, and the Tollin Parties fail to cure the default within five (5) business

days after the City gives written notice of the default, which notice may be given by email, then the City may, at its sole election, either (a) enforce this Agreement and recover the unpaid balance of the Settlement Payment, or (b) declare the City's release in Section 5 void and of no effect and pursue collection of the full Outstanding Debt, together with interest, costs, and attorney fees as allowed by law and by the Lease and the Management Agreement, against any person or entity liable for it, with credit for any portion of the Settlement Payment actually received and retained by the City. The release by the Tollin Parties in Section 7 shall remain in full force and effect regardless of the City's election.

5. **Release by the City.** Effective upon the City's receipt of the Settlement Payment in good funds, and except as provided in Section 6, the City, for itself and its successors and assigns, releases and forever discharges the Tollin Parties, and their respective past and present owners, members, managers, officers, directors, employees, agents, attorneys, successors, and assigns (collectively, the "Released Parties") from any and all claims, demands, debts, accounts, sums of money, and causes of action for the payment of money, whether known or unknown, arising out of or relating to the Outstanding Debt, the Lease, or the Management Agreement and accrued through the Effective Date, including without limitation all home game and field usage fees, spectator fees, fireworks charges, alcohol reimbursements, invoiced charges, interest, late fees, and collection costs (collectively, the "City Released Claims").

6. **Matters Not Released by the City.** The City Released Claims do not include, and the City does not release:

(a) Any obligation under this Agreement;

(b) Any obligation to defend, indemnify, or hold harmless the City under Section 12 of the Lease, or under any comparable provision of the Management Agreement, with respect to any claim asserted by a third party, and any right of the City as an additional insured or loss payee under any insurance policy required by Section 14 of the Lease or by the Management Agreement;

(c) Any sales tax, use tax, or other tax, and any license or permit fee, imposed under the Grand Junction Home Rule Charter, the Grand Junction Municipal Code, or state law, together with the City's authority to administer and collect the same; or

(d) Any claim that the City may have and lawfully bring as an exercise of its police powers under the Charter, laws, rules, regulations, and ordinances of the City and any other law over which it has jurisdiction.

7. **Release by the Tollin Parties.** Effective on the Effective Date, the Tollin Parties, for themselves and their respective owners, members, managers, officers, agents, successors, and assigns, release and forever discharge the City and its elected and appointed officials, officers, employees, agents, attorneys, insurers, successors, and assigns from any and all claims, counterclaims, demands, liabilities, damages, and causes of action of any kind, whether in contract, tort, or equity, and whether known or unknown, arising out of or relating to the Lease, the Management Agreement, the Club's use or occupancy of Suplizio Field, the termination of the Lease, the City's efforts to collect the Outstanding Debt, or the City's retention, removal, or disposal of any personal property under Section 8.

8. **Personal Property Remaining at Suplizio Field.** The Tollin Parties acknowledge that any personal property of the Club or the Tollin Parties remaining at Suplizio Field or any other City property, including without limitation the beer cooler and other items identified in the City's letter of October 20, 2025, has been abandoned. The City may retain, use, sell, or dispose of any such property in its discretion and may retain any proceeds. The Tollin Parties waive any claim to such property or its proceeds.

9. **Collection Activity.** Within ten (10) business days after the City's receipt of the Settlement Payment in good funds, the City shall notify any collection agency to which the City has referred the Outstanding Debt that the account has been resolved, and shall direct the agency to cease collection activity and, if the agency has reported the account to any consumer or commercial credit reporting agency, to update the report to reflect that the account has been settled.

10. **Claims Against the Purchaser.** Nothing in this Agreement releases or impairs any claim that the Tollin Parties may have against the Purchaser, including any claim for reimbursement of the Settlement Payment under any agreement between TPI and the Purchaser. The City is not a party to any such agreement, makes no representation regarding any such claim, does not assign any claim to the Tollin Parties, and shall have no obligation to participate in or assist with the pursuit of any such claim.

11. **No Admission of Liability.** This Agreement is a compromise and settlement. Neither this Agreement nor any act taken under it shall be construed as an admission of liability or wrongdoing by any Party, except that the Tollin Parties acknowledge that the Outstanding Debt was invoiced to the Club and has not been paid.

12. **Representations and Warranties of the Tollin Parties.** The Tollin Parties represent and warrant that: (a) TPI is duly organized, validly existing, and in good standing under the laws of the state of its organization; (b) each of the Tollin Parties has full power and authority to enter into and perform this Agreement, and the individual signing on behalf of TPI is authorized to bind it; (c) neither of the Tollin Parties is the subject of any pending bankruptcy or insolvency proceeding, and neither is insolvent or will be rendered insolvent by making the Settlement Payment; and (d) the representations in Recitals C and E are true and correct to the best of their knowledge.

13. **No Assignment of Released Claims.** Each Party represents and warrants that it has not assigned, pledged, or otherwise transferred to any person or entity any claim released by it in this Agreement, or any part or portion of any such claim.

14. **Advice of Counsel; Voluntary Agreement.** Each Party acknowledges that it has read this Agreement, understands it, has had the opportunity to consult with counsel of its choosing regarding its terms and consequences, and enters into it knowingly, voluntarily, and without coercion or undue influence.

15. **Nonreliance.** Each Party assumes the risk that the facts or law may be different from what it now knows or believes, and agrees that this Agreement shall remain effective and enforceable according to its terms notwithstanding any such difference. No Party has relied on any promise, representation, or warranty not expressly stated in this Agreement.

16. **Governing Law; Venue.** This Agreement shall be governed by and construed under the laws of the State of Colorado. Exclusive venue for any action arising out of or relating to this Agreement shall be the District Court for Mesa County, Colorado, and the Tollin Parties consent to the personal jurisdiction of that court and waive any objection to venue there. The negotiation and arbitration provisions of Section 22(j) of the Lease shall not apply to any dispute arising out of or relating to this Agreement.

17. **Attorney Fees.** Each Party shall bear its own attorney fees and costs incurred in connection with the Outstanding Debt and the negotiation of this Agreement. In any action to enforce this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney fees, including the reasonable value of services of in-house counsel, and costs, in addition to any other relief to which it may be entitled.

18. **Governmental Immunity.** Nothing in this Agreement shall be construed as a waiver, in whole or in part, of any immunity, limitation on liability, or other protection afforded to the City or its officials, officers, and employees by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.. as amended

19. **Public Records.** The Tollin Parties acknowledge that the City is subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et seq., and that this Agreement and records related to it may be subject to public disclosure under that Act.

20. **Entire Agreement; Amendment.** This Agreement is the entire agreement of the Parties concerning its subject matter and supersedes all prior negotiations, understandings, and agreements, whether written or oral, concerning that subject matter. This Agreement may be amended or modified only by a written instrument signed by all Parties.

21. **Severability.** If any provision of this Agreement is held invalid or unenforceable, that provision shall be severed and the remaining provisions shall remain in full force and effect, to the extent the severance is reasonably consistent with the intent of the Parties.

22. **Interpretation.** This Agreement is the product of negotiation between the Parties and shall be interpreted according to its plain meaning, without regard to any rule of construction requiring that ambiguities be construed against the drafting party. Section headings are for convenience only and do not affect the interpretation of this Agreement.

23. **Counterparts; Electronic Signatures; Effective Date.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one instrument. Signatures delivered by email in portable document format (PDF) or by electronic signature service shall have the same effect as original signatures. The Tollin Parties shall sign this Agreement first. The "Effective Date" is the date on which the City Manager signs this Agreement after it has been signed by both of the Tollin Parties.

24. **Successors and Assigns; Third-Party Beneficiaries.** This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns. The Released Parties who are not Parties are intended third-party beneficiaries of Section 5 only. Otherwise, nothing in this Agreement confers any right or benefit on any person or entity that is not a Party.

25. **City Authority.** The City Manager is authorized to execute this Agreement on behalf of the City.

26. **Notices.** Any notice under this Agreement shall be in writing and delivered by hand, by nationally recognized overnight courier, or by email with a copy by first-class mail, addressed as follows, or to such other address as a Party designates by notice:

To the City:

City of Grand Junction
Attn: City Manager
250 North 5th Street
Grand Junction, Colorado 81501

With a copy to:

City of Grand Junction
Attn: City Attorney
250 North 5th Street
Grand Junction, Colorado 81501

To the Tollin Parties:

Mike Tollin
Tollin Productions, Inc.
Email: miket@msmco.com

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below, effective on the Effective Date.

MIKE TOLLIN, individually

Date: 10/22/26

Mike Tollin

TOLLIN PRODUCTIONS, INC.,
a California corporation

By: Date: 10/22/26

Mike Tollin

CITY OF GRAND JUNCTION, COLORADO,
a Colorado home rule municipality

By: Date: 10.23.26

Michael P. Bennett
City Manager