

## **SETTLEMENT, RELEASE AND TERMINATION AGREEMENT**

This Settlement, Release and Termination Agreement (“Agreement”) is made by and among UH 2100 San Antonio, L.L.C., dba University House Austin (“UHA”), Rylan A. Maksoud (“Resident”) and [name redacted] (“Guarantor”).

WHEREAS, UHA and Resident are parties to that certain Housing Agreement dated September 24, 2017 (the “Housing Agreement”), with respect to property known as University House - Austin, located in Austin, TX (the “Property”), which is owned and operated by UHA;

WHEREAS, by this Agreement, Resident, Guarantor and UHA intend to resolve and settle all claims and consumer complaints related to the Property and to the Housing Agreement;

WHEREAS, no party hereto and none of UHA’s owners, members, agents, managers, employees, contractors and affiliates (collectively, the “Released Parties”) makes any admission of liability, wrongdoing, breach or other responsibility; and

WHEREAS this Agreement is entered into for purposes of compromise and settlement only.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. The parties agree to terminate the Housing Agreement effective immediately and to waive any claim for payment or damages other than the payment set forth in paragraph 2 of this Agreement, all subject to the full and faithful performance by Resident and Guarantor of all other terms and conditions of this Agreement.

2. Within three (3) business days after the later of (a) the parties’ full execution and delivery of this Agreement and (b) Resident’s disabling of the website known as “austinuniversityhouse.com”, UHA agrees to pay to Resident the settlement amount of Two Thousand Eight Hundred Eighty and No/100 Dollars (\$2,880.00) (the “Settlement Amount”).

3. Resident and Guarantor each agree to withdraw as resolved all claims and complaints made in connection with UHA and/or the Property to any agency, governmental body, consumer protection organization, website, media or other forum, and agree further not to make any such claims or complaints

or otherwise to disparage the Property, UHA or its affiliates in the future. Without limiting the generality of the foregoing, Resident agrees (a) to disable immediately and to discontinue permanently the website known as "austinuniversityhouse.com" and any similar or comparable website or media platform and (b) not to create or engage or participate in any similar websites or social media groups, platforms or postings in the future.

4. Resident, on behalf of himself and all persons claiming through him, including without limitation any guarantor of Resident's obligations under the Housing Agreement, hereby releases and forever discharges any claim, action, or cause of action at law or in equity which he had, now has, or hereafter may have against any of the Released Parties arising in any way in connection with the Property or the Housing Agreement.

5. The parties acknowledge and stipulate that the compromise and settlement reflected in this Agreement has been arrived at after bargaining and negotiation and that this Agreement represents a fair, final and mutually agreeable compromise. Each party further acknowledges that it is the intention of each party to fully, finally and forever settle all matters related to the Property and/or the Housing Agreement, notwithstanding the discovery or existence of any additional facts.

6. All parties acknowledge that they are entering into this Agreement of their own free will and without reliance upon any representations by any other party.

7. This Agreement and any accompanying documentation may be executed in counterparts, and each counterpart shall be and constitute a part of this Agreement. Additionally, for purposes of the execution and delivery of this Agreement, facsimiles and photocopies shall be deemed to have the same force and effect as originals.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

*[Signatures appear on the following page.]*

IN WITNESS WHEREOF, the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect when (i) it is executed and delivered by all of the undersigned, (ii) UHA has made payment of the Settlement Amount specified above, and (iii) Resident has disabled and discontinued the website known as “austinuniversityhouse.com.”

**UH 2100 San Antonio, L.L.C.**

\_\_\_\_\_  
**Rylan A. Maksoud**

By: \_\_\_\_\_  
Authorized agent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
**[name redacted]**

Date: \_\_\_\_\_