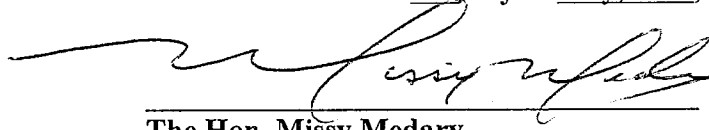


SO ORDERED this 24th day of May, 2016,

A handwritten signature in black ink, appearing to read "Missy Medary", written over a horizontal line.

The Hon. Missy Medary,
Judge, 347th Judicial District

SETTLEMENT AGREEMENT AND GENERAL RELEASE

Patrick Greene ("Greene") and Pastor Rick Milby of Abundant Life Fellowship, ("Milby") (hereafter "the Parties") voluntarily agree to completely settle and resolve all claims Greene may have against Milby, and Milby's request for sanctions against Greene, as of the time the parties execute this Settlement Agreement and General Release (the "Agreement"), in accordance with the terms of this Agreement, including, but not limited to, all issues related to or arising out of Pastor Milby's efforts to erect a cross on behalf of Abundant Life Fellowship, the groundbreaking for said cross, and any statements in Pastor Milby's sermons, as follows:

WHEREAS, Greene filed a *pro se* lawsuit objecting to Milby's sermons, Milby's invitation to citizens involved with government to participate in a groundbreaking, and Milby's sermons (hereinafter the "Litigation"), claiming that these somehow violated the Texas Constitution;

WHEREAS, Milby responded to the suit Greene filed by requesting the Court enter an order providing sanctions against Greene for filing meritless and vexatious litigation against a pastor for engaging in protected First Amendment speech, pursuant to the Texas Citizens Participation Act ("TCPA");

WHEREAS, the Parties want to avoid further controversy, litigation, costs, legal fees and inconvenience;

NOW, THEREFORE, for and in consideration of the provisions, covenants and mutual promises contained herein, the Parties hereby agree as follows:

1. Finding of Meritless and Vexatious Litigation. With approval of the court, the Parties hereby agree that Greene's claims against Milby in the 347th District Court, Case No. 2016DCV-1084-H are vexatious and without merit, and hereby consent to the Court finding that Greene's claims against Milby were vexatious and without merit. The Parties hereby agree, and consent to the Court finding, that Greene's claims are vexatious, within the meaning described in Tex. Civ. Prac. & Rem. Code § 11.001 *et seq.* The Parties further agree, and consent to the Court finding, that Greene's claims against Milby violate the Texas Citizens Participation Act, Tex. Civ. Prac. & Rem. Code § 27.001, *et seq.* Specifically, the parties hereby agree, and consent to the Court finding, that Greene's claims against Milby were based upon Milby's exercise of his right of free speech, right to petition, and right of association, and that the claims asserted against Milby are baseless and without merit.

2. Release. To the greatest extent permitted by law, Greene agrees to release Milby, Abundant Life Fellowship, its leadership, its staff, its parishioners, and any organizations working with or on behalf of Abundant Life Fellowship, regarding all claims he has or might have as of the time of execution of this Agreement, whether known or unknown. By way of explanation, but not limiting its completeness, Greene hereby fully, finally and unconditionally settles, releases, compromises, waives and forever discharges Milby and the persons and entities listed above from and for any and all claims, liabilities, suits, discrimination or other charges, personal injuries, demands, debts, liens, damages, costs, grievances, injuries, actions or rights of action of any nature whatsoever, known or unknown, liquidated or unliquidated, absolute or

contingent, in law or in equity, which was or could have been filed with any federal, state, local or private court, agency, arbitrator or any other entity, based directly or indirectly upon Milby's efforts to erect a cross, speak about public affairs, give sermons, or invite others to join him in any of those endeavors, occurring and/or accruing prior to the execution, by Greene, of this Agreement.

a. Without limiting the foregoing terms, this Agreement specifically includes all claims of Greene that Milby violated the Texas Constitution during when speaking about religion, government, or erecting a cross, or that Milby otherwise somehow violated the Establishment Clause of the First Amendment to the Constitution of the United States, Texas Constitution, or applicable law. The release also includes any tort, and any and all claims Greene may have arising from any federal, state or local constitution, statute, regulation, rule, ordinance, order, public policy, contract or common law.

b. This Agreement includes and extinguishes all claims Milby may have for equitable and legal relief, attorneys' fees and costs. More particularly, Milby acknowledges that this Agreement is intended to be a resolution of disputed claims, including Milby's claim for sanctions, costs, and fees in Case No. 2016DCV-1084-H in the 347th District Court in Nueces County, Texas. Moreover, Milby specifically intends and agrees that this Agreement fully satisfies any claims for attorney's fees and costs, and hereby waives, compromises, releases and discharges any such claims and liens.

c. This Agreement includes and extinguishes all claims Greene may have for equitable and legal relief, attorneys' fees and costs. More particularly, Greene acknowledges that this Agreement is intended to be a resolution of disputed claims. Moreover, Greene specifically intends and agrees that this Agreement fully contemplates claims for attorneys' fees and costs, and hereby waives, compromises, releases and discharges any such claims and liens.

d. Greene agrees that this release includes all claims and potential claims against Milby and Abundant Life Fellowship, its leadership, its staff, its parishioners, and any organizations working with or on behalf of Abundant Life Fellowship, any affiliated companies, including their parents, subsidiaries, divisions, partners, joint venturers, sister corporations, and as intended third-party beneficiaries, their predecessors, successors, heirs and assigns, and their past, present and future owners, directors, officers, members, agents, attorneys, employees, representatives, trustees, administrators, fiduciaries and insurers, jointly and severally, in their individual, fiduciary and corporate capacities (collectively referred to as the "Released Parties").

3. Covenant Not to Sue and Agreed Findings. Greene promises and covenants that he will not file any lawsuit against Milby or the Released Parties based upon any claim covered under the foregoing release. This covenant not to sue includes but is not limited to a lawsuit based on Greene's petition filed in the 347th District Court, Case No. 2016DCV-1084-H, which have been dismissed. Greene further waives any right to any form of recovery, compensation or other remedy in any action brought by him or on his behalf. Nothing in this release restricts Greene's right to enforce this Agreement and the promises set forth herein.

a. Furthermore, in consideration of this agreement, Greene promises and covenants that he will neither threaten nor file any litigation that is vexatious, as

that term is described in Texas Civil Practice & Remedies Code § 11.001, *et seq.*

b. Greene hereby acknowledges, and the Parties consent to the Court finding, that Greene may file no more litigation that is vexatious, as that term is described in Texas Civil Practice & Remedies Code § 11.001, *et seq.*

c. Greene hereby acknowledges, and the Parties consent to the Court finding, that Greene may be declared a vexatious litigant should he file more lawsuits as described in this Agreement, as that term is described in Texas Civil Practice & Remedies Code § 11.001, *et seq.* Greene further acknowledges that nothing in this provision limits this Court or any other court from declaring Greene a vexatious litigant already, based upon prior suits Greene has already threatened or filed, including but not limited to those described in Milby's Motion to Dismiss and Motion for Sanctions.

d. Greene hereby acknowledges, and the Parties consent to the Court finding, that the Texas civil court system exists to safeguard the constitutional rights of persons to speak freely, associate freely, and otherwise participate in government to the maximum extent permitted while protecting the rights of a person to file meritorious lawsuits for demonstrable injury.

e. Greene hereby acknowledges, and the Parties consent to the Court finding, that the Texas civil court system is an improper forum to bring complaints about a pastor's speech, or speech of a religious individual generally, and the free exercise of a pastor's religion, or that of a religious individual generally, even if the religious individual or pastor happens to speak about public affairs or be involved in some way with the administration of government.

f. Greene hereby acknowledges, and the Parties consent to the Court finding, that pursuing threats of litigation and filing lawsuits against individuals, including religious individuals, requires those individuals to expend time and resources in the civil court system, including retaining counsel and the preparation of a legal defense.

g. Greene hereby acknowledges that Greene understands he may freely advocate his own beliefs – but that he must undertake caution when filing litigation that will burden both the individuals he raises claims against as well as the justice system itself.

h. Greene hereby acknowledges that nothing in this Agreement limits Greene's ability to file meritorious lawsuits for demonstrable injury, consistent with the Texas Citizens Participation Act and the Texas Civil Practice & Remedies Code § 11.001, *et seq.*

i. Greene hereby acknowledges, and the Parties consent to the Court finding, that Greene may not abuse the Texas civil court system by filing actions based upon the rights of free speech, rights of petition, or rights of association of others.

j. Greene hereby acknowledges, and the Parties consent to the Court finding, that Greene will neither threaten nor file any litigation based upon the rights of free speech, rights of petition, or rights of association of others. Greene hereby promises and covenants the same.

k. Greene hereby acknowledges, promises, and covenants, and the Parties consent to the Court finding, that Greene may no longer file claims against individuals based upon Section 67 of the Texas Constitution, which pertains to appropriations rather than limits upon speech or free exercise of religion by pastors or other individuals.

l. Greene hereby acknowledges, promises, and covenants, and the Parties consent to the Court finding, that Greene may no longer file Establishment Clause claims against persons involved in government, including but not limited to religious individuals or individuals who permit religious expression of any kind, unless Greene has a meritorious lawsuits for demonstrable injury as defined in the Texas Citizens Participation Act.

4. Nonassignment. Greene expressly promises Milby that he has not assigned or transferred, or purported to assign or transfer, and will not assign or otherwise transfer: (a) any claims, or portions of claims, against Milby or the Released Parties; and (b) any rights that he has or may have had to assert claims on his behalf or on behalf of others against the Milby or the Released Parties.

5. No Pending Actions / Dismissal. Greene represents and warrants that he does not have any legal actions or claims against Milby or the Released Parties pending before any court, agency or other person/entity, and acknowledges that this representation and warranty is a material term of this Agreement. Greene further agrees that if any such claims are pending, he and his attorneys will dismiss, with prejudice, all such claims, and that this dismissal is a condition precedent to Milby's obligations under this Agreement, including the release of Milby's claim for sanctions.

6. Confidentiality and Related Terms.

a. Except as otherwise required by law, Greene agrees that the terms and existence of this Agreement shall be public, and presented to the Court for approval.

b. Greene acknowledges and agrees that Milby is not restricted in any manner from speaking publicly as to the terms of this agreement and that Milby and the Released Parties are not in any way restricted from denying any wrongdoing or otherwise discussing the Litigation publically or responding to media inquiries.

7. Breach. Greene acknowledges and agrees that Milby is entitled to attorneys' fees and costs as a result of Greene's baseless lawsuit against Milby's exercise of free speech, religion, association, and participation in government. By the terms of this agreement, Milby has relinquished any claim to attorneys' fees, costs, or other appropriate sanctions against Greene for such vexatious and meritless litigation as acknowledge in paragraph 2(b) of this agreement. In the

event Greene were to breach the terms of this agreement as wholly set forth herein, the parties specifically agree to the following:

a. The terms of this subsection are a mutually stipulated remedy in the event of a breach and that a breach of this settlement agreement will support a cause of action for breach of contract and will entitle Milby to recover damages flowing from such breach specifically, including, but not limited to, the recovery of attorneys' fees and costs released by Milby pursuant to paragraph 2(b) of this agreement.

b. The terms of this subsection are a substantial and material provision of this settlement agreement.

c. Further, the stipulated damages provided by this subsection are a specific inducement for Greene and Milby to enter in to the terms of the settlement agreement.

d. It is expressly agreed that the non-exclusive damages set forth in this paragraph in the event of a breach are not a penalty but are fair and reasonable in light of the difficulty of proving prejudice to Milby in the event of such a breach.

e. The stipulated damages set forth herein are intended to compensate Milby for being made subject to vexatious and meritless litigation for the exercise of his speech, religion, association, and participation in government and the parties specifically agree the same shall not be construed to be a penalty upon Greene.

8. Indemnification. Greene agrees to indemnify and hold Milby and each of the Released Parties harmless from and against any and all loss, cost, damage or expense, including, without limitation, attorneys' fees, incurred by Milby or the Released Parties, or any of them, arising out of any breach of this Agreement by Greene, the fact that any representation made herein by Greene was false when made, or Milby's successful enforcement of this Agreement against Greene.

9. Neutral Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties, regardless of who drafted the Agreement.

10. Complete Agreement. This Agreement sets forth all of the terms and conditions of the agreement between the Parties concerning the subject matter hereof and any prior oral communications are superseded by this Agreement. The Parties understand and agree that all of the terms and promises of this Agreement, other than the "Whereas" clauses which are informational, are contractual and not a mere recital.

11. Effect on Previous Agreements. This Agreement supersedes any and all prior agreements, understandings and communications between the Parties.

12. Amendment. This Agreement may be amended only by a written document signed by Greene and Milby.

13. Severability. In the event that any of the provisions of this Agreement are found by a judicial or other tribunal to be unenforceable, the remaining provisions of this Agreement will, at Milby's discretion, remain enforceable.

14. Nonadmission. This Agreement is being entered into solely for the purpose of settling disputed claims, and shall not be construed as: (a) an admission by Milby or the Released Parties of any (i) liability or wrongdoing to Greene, (ii) breach of any agreement, or (iii) violation of a statute, law or regulation; or (b) a waiver of any defenses as to those matters within the scope of this Agreement. Milby specifically denies any liability or wrongdoing. Moreover, Milby affirmative represents that he acted lawfully at all relevant times.

15. Time To Consider Agreement. Greene understands that he has been given due time to consider and sign this Agreement (the "consideration period"), prior to the May 24, 2016 hearing, and Greene acknowledges and agrees that this consideration period has been reasonable and adequate. Greene will have seven (7) days from the date he signs this Agreement to revoke it if he so desires. This Agreement shall not become effective or enforceable until this seven (7) day revocation period has expired, without revocation, provided the Parties have also continued to meet all of the conditions in this Agreement. If Greene has not communicated his acceptance of this offer to Milby before the expiration of this consideration period, this offer automatically expires at that time, and Milby is not required to take any further action to rescind or otherwise withdraw the terms of this Agreement.

16. Right to Counsel. Greene acknowledges that he was informed that he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Greene acknowledges that he has had an opportunity to and did negotiate over the terms of this Agreement.

17. Acknowledgment. Greene declares that he has completely read this Agreement and acknowledges that it is written in a manner calculated for Greene to understand. Greene states that he does fully understand its terms and contents, including the rights and obligations hereunder, and freely, voluntarily and without coercion enters into this Agreement. Further, Greene agrees and acknowledges that he has had the full opportunity to investigate all matters pertaining to his claims and that the waiver and release of all rights or claims he may have under any local, state or federal law is knowing and voluntary.

PATRICK GREENE

PASTOR RICK MILBY

Patrick Greene

Date: 5/23/2016

Date: _____

APPROVED BY THE HON. MISSY MEDARY, 347TH JUDICIAL DISTRICT:

13. Severability. In the event that any of the provisions of this Agreement are found by a judicial or other tribunal to be unenforceable, the remaining provisions of this Agreement will, at Milby's discretion, remain enforceable.

14. Nonadmission. This Agreement is being entered into solely for the purpose of settling disputed claims, and shall not be construed as: (a) an admission by Milby or the Released Parties of any (i) liability or wrongdoing to Greene, (ii) breach of any agreement, or (iii) violation of a statute, law or regulation; or (b) a waiver of any defenses as to those matters within the scope of this Agreement. Milby specifically denies any liability or wrongdoing. Moreover, Milby affirmative represents that he acted lawfully at all relevant times.

15. Time To Consider Agreement. Greene understands that he has been given due time to consider and sign this Agreement (the "consideration period"), prior to the May 24, 2016 hearing, and Greene acknowledges and agrees that this consideration period has been reasonable and adequate. Greene will have seven (7) days from the date he signs this Agreement to revoke it if he so desires. This Agreement shall not become effective or enforceable until this seven (7) day revocation period has expired, without revocation, provided the Parties have also continued to meet all of the conditions in this Agreement. If Greene has not communicated his acceptance of this offer to Milby before the expiration of this consideration period, this offer automatically expires at that time, and Milby is not required to take any further action to rescind or otherwise withdraw the terms of this Agreement.

16. Right to Counsel. Greene acknowledges that he was informed that he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Greene acknowledges that he has had an opportunity to and did negotiate over the terms of this Agreement.

17. Acknowledgment. Greene declares that he has completely read this Agreement and acknowledges that it is written in a manner calculated for Greene to understand. Greene states that he does fully understand its terms and contents, including the rights and obligations hereunder, and freely, voluntarily and without coercion enters into this Agreement. Further, Greene agrees and acknowledges that he has had the full opportunity to investigate all matters pertaining to his claims and that the waiver and release of all rights or claims he may have under any local, state or federal law is knowing and voluntary.

PATRICK GREENE

PASTOR RICK MILBY

Date: May 24, 2016

Date: 5/23/16

APPROVED BY THE HON. MISSY MEDARY, 347TH JUDICIAL DISTRICT:

Missy Medary

Date: 5-24-16

STATE OF TEXAS
COUNTY OF NUECES
The above and foregoing is a true and correct copy as the same appears on file and/or recorded in the appropriate records of Nueces County, Texas.

MAY 24 2016

Thereby certified on _____



ANNE LORENTZEN
NUECES COUNTY DISTRICT CLERK
CLERK OF THE DISTRICT AND COUNTY COURTS AT LAW