

# Exhibit A

## RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (“Agreement”) is made and entered into by International Automated Systems, Inc., RaPower-3, LLC, Neldon Johnson, and Glenda Johnson (collectively the “Plaintiffs”) and Millard County, Richard Waddingham, Daron P. Smith, and Sheryl L. Dekker (collectively the “Defendants”), collectively referred to as the Parties.

### RECITALS

- A. The Plaintiffs have filed two cases against the Defendants in the Fourth Judicial District Court, Millard County, Fillmore Department: (1) Case No. 140700016, captioned *International Automated Systems, Inc., RaPower-3, LLC, Neldon Johnson, and Glenda Johnson v. Millard County, Richard Waddingham, Daron P. Smith, and Sheryl L. Dekker*; and (2) Case No. 150700037, captioned *International Automated Systems, Inc., RaPower-3, LLC, Neldon Johnson, and Glenda Johnson v. Millard County, Richard Waddingham, Daron P. Smith, and Sheryl L. Dekker* (the “cases”).
- B. In the cases, the Plaintiffs made claims, including, but not limited to, Defamation, Tortious Interference, Intentional Infliction of Emotional Distress, False Light, and Violation of Federal Civil Rights against the Defendants.
- C. The Parties have agreed to settle these claims.

### SETTLEMENT TERMS

Through negotiations, the Parties reached an agreement whereby the Plaintiffs agreed to release and dismiss all claims against the Defendants with prejudice, including, but not limited to, claims which were made or could have been made in the cases and claims or claims that could be made in the future, with the Parties “walking away” and each bearing their own attorneys fees and costs. The Parties also agreed to execute this more formal Agreement.

### MUTUAL RELEASE OF CLAIMS

In consideration of the promises made in this Agreement, the Plaintiffs and their principals, agents, employees, heirs, attorneys, and assigns agree to release the Defendants and their principals, agents, employees, attorneys, elected and non-elected officers and officials, and assigns from all damages, liabilities, claims, demands, causes of action, or lawsuits of any kind as of the date of this document arising from the cases. The Plaintiffs’ release of claims applies to any above-named claims against the Defendants, whether currently known or unknown, including but not limited to, all general, special, and punitive damages, exemplary damages, interest, attorneys’ fees, costs, and injuries of any kind and nature arising from the circumstances and facts of the cases.

### GENERAL RELEASE

The Plaintiffs acknowledge and agree that the Release contained herein is a general release and that the Plaintiffs assume the risk of all claims for damages which might exist as of the date of this document, or which might become known in the future, but which the Plaintiffs do not now know of or suspect to exist, and which if known could materially affect the Plaintiffs' decision to enter this Agreement. The Plaintiffs also acknowledge, declare, represent, and agree that they accept the considerations set forth herein as a complete compromise of matters involving disputed issues of fact and law and that the Plaintiffs fully assume the risk that the facts or law may be other than as they believe them to be.

### FULL SATISFACTION

This Agreement is intended to be made in full satisfaction and discharge of all claims known and unknown between the Parties arising out of the circumstances and facts from the cases. The Parties agree to execute any supplementary documents that may be necessary to give full force and effect to the basic terms and intent of this Agreement.

### NO ADMISSION OF LIABILITY

The Parties have entered this Agreement to compromise and settle the claims and issues between them. There is no admission of liability by the Defendants, and liability is expressly denied.

### ADDITIONAL CONSIDERATION

The Plaintiffs agree as part of the consideration for this agreement to remove from the RaPower-3, LLC, website a letter dated February 12, 2014, on Millard County letterhead identified as "Installation Permit."

### INDEMNIFICATION

The Plaintiffs agree to indemnify and hold harmless the Defendants and agree to be responsible for the payment of their own attorney fees and costs associated with this claim.

### SEVERABILITY

The provisions of this Agreement are severable, and if any part of it is found to be unlawful or unenforceable, the other provisions of this Agreement shall remain fully valid and enforceable to the maximum extent consistent with applicable Utah law.

ENTIRE AGREEMENT

The Parties acknowledge, declare, represent, and agree that this Agreement supersedes all prior negotiations, understandings, promises, inducements, or agreements, no matter what form, concerning the subject matter of the Agreement; that this Agreement is the entire Agreement between the Parties; that this Agreement succeeds and extinguishes all prior written and oral negotiations, understandings, or agreements; and that the terms of this Agreement are contractual.

JOINT PARTICIPATION IN PREPARATION OF AGREEMENT

Each of the Parties has had the opportunity to review this Agreement with legal counsel and, through counsel, has had the opportunity to comment upon and modify this Agreement. The Plaintiffs further acknowledge and accept the advice of their own legal counsel in the compromise and settlement of this matter, that this Agreement is a full, complete, unconditional, and final release of the Defendants for any matter or thing done or omitted by the Parties because of or in any way related to the Accident.

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ, AND HAVE A FULL UNDERSTANDING OF, THIS AGREEMENT AND ALL ITS TERMS, AND THAT THEY SIGN THE AGREEMENT OF THEIR OWN FREE WILL WITH THE INTENTION TO BE LEGALLY BOUND BY IT.

This Agreement consists of 5 pages, including signature pages.

DATED \_\_\_\_\_, 2018.

\_\_\_\_\_  
INTERNATIONAL AUTOMATED SERVICES, INC.

BY: \_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(TITLE)

STATE OF UTAH                    )  
  :SS  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2018, \_\_\_\_\_ personally appeared before me as the signer of the foregoing instrument on behalf of INTERNATIONAL AUTOMATED SYSTEMS, INC., who duly acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

DATED \_\_\_\_\_, 2018.

\_\_\_\_\_  
RAPOWER-3, LLC

BY: \_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(TITLE)

STATE OF UTAH            )  
  :SS  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2018, \_\_\_\_\_ personally appeared before me as the signer of the foregoing instrument on behalf of RAPOWER-3, LLC, who duly acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

DATED \_\_\_\_\_, 2018.

\_\_\_\_\_  
NELDON JOHNSON

STATE OF UTAH            )  
  :SS  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2018, NELDON JOHNSON personally appeared before me as the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

DATED \_\_\_\_\_, 2018.

\_\_\_\_\_  
GLENDA JOHNSON

STATE OF UTAH            )  
  :SS  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2018, GLENDA JOHNSON personally appeared before me as the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

Approved as to form and content by:

NELSON, SNUFFER, DAHLE & POULSEN

DATED \_\_\_\_\_, 2018.

\_\_\_\_\_  
DENVER C. SNUFFER  
STEVEN R. PAUL  
DANIEL B. GARRIOTT  
JOSHUA D. EGAN  
*Attorneys for Plaintiffs*