## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into as of this 13 day of April, 2007, by and between Brad Geuke ("Geuke"), ControlTec, LLC, a Colorado limited liability company ("ControlTec") and Energex Enterprises, Inc., a Colorado corporation ("Energex")(collectively, "Geuke Parties") and Anthony Doors, Inc. and Anthony, Inc. ("Anthony"). The Geuke Parties and Anthony are collectively referred to herein as "Parties."

### RECITALS

1. On or about March 17, 2004 Geuke, Energex and Anthony entered into a Co-Development Agreement.

2. Energex assigned its rights under the Co-Development Agreement to ControlTec in April, 2004.

3. Anthony terminated the Co-Development Agreement by notice dated January 26, 2006.

4. The Geuke Parties disputed that the termination was proper and commenced a lawsuit in the United States District Court for the District of Colorado, Case No. 06-CV-00295-MSK ("Lawsuit"). The lawsuit was then stayed by Order dated May 31, 2006 to permit the parties to arbitrate their dispute in accordance with the arbitration clause contained in the Co-Development Agreement.

5. The Geuke Parties commenced arbitration ("Arbitration") on or about May 5, 2006 before a panel of private arbitrators and the arbitration trial is scheduled to begin on April 23, 2007.

6. The Geuke Parties and Anthony now desire to fully, completely and irrevocably resolve all present and past disputes between them and the purpose of this Settlement Agreement and Release is to memorialize the settlement that has been reached.

### AGREEMENT

In consideration of the mutual promises, covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, the Parties, intending to be legally bound, agree as follows:

[redacted]



Exhibit 1050
Anthony v. ControlTec
IPR2025-00559

[redacted]

5. Comprehensive Release by Geuke Parties. Except for any breach of this Agreement, the Geuke Parties, for themselves and their officers, directors, shareholders, members, managers, employees, representatives, agents, parents, affiliates, subsidiaries, heirs, successors and assigns, hereby release and forever discharge Anthony and its successors, parents, affiliates, subsidiaries, present and former officers, directors, employees, agents, representatives, attorneys, successors and assigns, from any and all claims, demands, actions, contracts, agreements, causes of action, suits, promises, damages and other liabilities of any nature whatsoever, whether known or unknown, and whether now existing or arising in the future, that they may now or ever have had against the released parties, including, but not limited to, (a) any claims in any way related to or connected with the subject matter of the Lawsuit or the Arbitration and (b) any claims in any way relating to or arising out of the Co-Development Agreement.

   The Geuke Parties acknowledge that they are aware that they may later discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of this Agreement, but it is their intention to fully and finally forever settle and release any and all matters, disputes and differences, known or unknown, suspected and unsuspected, which now exist, may later exist or may previously have existed between any of the Geuke Parties and Anthony, and that in furtherance of this intention, the releases given in this Agreement shall be and remain in effect as full and complete general releases notwithstanding discovery or existence of any such additional or different facts.

6. Comprehensive Release by Anthony. Except for any breach of this Agreement, Anthony, for itself and its employees, representatives, agents, parents, affiliates, subsidiaries, successors and assigns does hereby release and forever discharge the Geuke Parties and their affiliates, subsidiaries, present and former officers, directors, shareholders, members, managers, employees, agents, representatives, attorneys, successors and assigns, from any and all claims, demands, actions, contracts, agreements, causes of action, suits, promises, damages and other liabilities of any nature whatsoever, whether known or unknown, now existing or arising in the future, that they may now or ever have had against them, including, but not limited to, (a) any claims in any way related to or connected with the subject matter of the Lawsuit or the Arbitration and (b) any claims in

any way relating to or arising out of the Co-Development Agreement.

Anthony acknowledges that they are aware that they may later discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of this Agreement, but it is their intention to fully and finally forever settle and release any and all matters, disputes and differences, known or unknown, suspected and unsuspected, which now exist, may later exist or may previously have existed between Anthony and the Geuke Parties, and that in furtherance of this intention, the releases given in the Agreement shall be and remain in effect as full and complete general releases notwithstanding discovery or existence of any such additional or different facts.

[redacted]

[redacted]

[redacted]

Anthony Doors, Inc.

By:
Its: Jeffrey R. Clark
President & CEO

Anthony, Inc.

By:
Its: Jeffrey R. Clark
President & CEO

Brad Geuke

ControlTec, LLC

By:
Its:

Energex Enterprises, Inc.

By:
Its:

Anthony Doors, Inc.

By:
Its:

Anthony, Inc.

By:
Its:

Brad Geuke

ControlTec, LLC

By:
Its: Mgr.

Energex Enterprises, Inc.

By:
Its: Pres.

**IN THE UNITED STATES DISTRICT COURT**
**FOR THE DISTRICT OF COLORADO**
**Honorable Marcia S. Kreiger**

Civil Action No. **06-cv-00295-MSK**

CONTROLTEC, LLC,
ENERGEX ENTERPRISES, INC.

Plaintiffs,

v.

ANTHONY DOORS, INC. d/b/a
ANTHONY INTERNATIONAL,
ANTHONY DOORS, ANTHONY, INC.
a/k/a ANTHONY MANUFACTURING
CO., INC.,

Defendant.

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## JOINT STIPULATION TO DISMISS WITH PREJUDICE

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The parties, by and through their respective undersigned attorneys, hereby jointly move the Court to dismiss this case with prejudice and state as follows:

1. Plaintiffs commenced this case by Complaint filed February 21, 2006.
2. Anthony filed its answer on March 21, 2006.
3. By Minute Order dated May 31, 2006, Magistrate Judge Hegarty approved the parties' stipulation to abate the case, pending binding arbitration.
4. The arbitration proceeding is pending.
5. The parties have settled their dispute and one of the terms of the settlement requires the parties to move the Court to dismiss this case with prejudice, with each party to pay its own costs and attorney's fees.

WHEREFORE, the parties stipulate to dismissal of this case with prejudice, each party to pay its own costs and attorney's fees and move the Court for an order consistent with their stipulation.

Dated this ___ day of April, 2007.

APPEL & LUCAS, P.C.

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