

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Agreement") is entered into by and between Kay Jay Services, Inc. ("K J Services"), and the City of Kirksville, Missouri ("City").

Recitals

WHEREAS, The Parties desire to settle, resolve, and release all disputes or potential disputes or causes of action which either party has or could have asserted against the other party;

NOW THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

NO ADMISSION OF WRONGDOING

1. It is understood and expressly agreed that this Agreement does not constitute, and shall not be construed to constitute, an admission by either party, or by any of its present or future employees, representatives, officers, directors, or council members (collectively, the "Released Parties") of any wrongdoing or liability whatsoever. It is expressly understood and agreed that this Agreement is made solely for the purposes of avoiding the delay and expense of protracted litigation.

CONSIDERATION

2. In consideration of the covenants and release in this Agreement, City agrees to pay K J Services the amount of Twenty One Thousand Dollars and zero cents (\$21,000.00). In consideration of the covenants and release in this Agreement, and the aforesaid payment, City shall be entitled to keep any merchandise previously delivered at any time by K J Services to the City, and City shall be deemed to be the owner thereof. The Parties agree that consideration exists and is sufficient to constitute a binding settlement agreement.

RELEASE

3. K J Services, on behalf of itself and on behalf of any of its affiliates, subsidiaries, related parties, parent entities, predecessors, successors and assigns, employees, directors, and shareholders, hereby fully, finally and forever releases and discharges City and any of the other Released Parties from any and all claims, causes of action, lawsuits, liabilities, debts, damages, and demands of any nature whatsoever, in law or in equity, both known and unknown, asserted or not asserted, foreseen or unforeseen, which K J Services ever had or may presently have against City or any of the

other Released Parties from the beginning of time up to and including the date of this Agreement under any sale, contract, agreement, federal, state or local statute, regulation, ordinance, order or common law doctrine or rule.

4. City hereby fully, finally and forever releases and discharges K J Services and any of the other Released Parties from any and all claims, causes of action, lawsuits, liabilities, debts, damages, and demands of any nature whatsoever, in law or in equity, both known and unknown, asserted or not asserted, foreseen or unforeseen, which City ever had or may presently have against K J Services from the beginning of time up to and including the date of this Agreement under any sale, contract, agreement, federal, state or local statute, regulation, ordinance, order or common law doctrine or rule.

MISCELLANEOUS PROVISIONS

5. **Governing Law.** This Agreement shall be construed under the laws of the State of Missouri.

6. **Amendment.** No change, amendment or modification of this Agreement shall be valid or binding upon the Parties unless in writing and duly executed by the Parties.

7. **Captions.** The captions in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope of intent of this Agreement.

8. **Joint Effort.** Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other.

9. **No Assignment.** This Agreement is not assignable in whole or in part by the Parties, without the prior written consent of either Party, which may not be unreasonably withheld.

10. **Merger.** This Agreement contains the entire understanding of the Parties and replaces and supersedes all previous contracts and agreements, written or oral, relating to this Agreement or the subject matter of this Agreement. There are no other oral understandings, terms or conditions, and neither Party has relied upon any representation, express or implied, not contained in this Agreement.

11. **Severability.** Any provision or portion of this Agreement that is declared invalid will not affect the validity of any other provision or portion of a provision of this Agreement.

12. **Successors and Assigns.** This Agreement, and all obligations hereunder, shall be binding upon and shall inure to the benefit of the Parties hereto, and their

respective legal representatives, predecessors, successors and/or assigns. Nothing in this Agreement, whether expressed or implied, is intended to confer upon any person other than the Parties hereto and their respective representatives, successors and assigns, any rights or remedies under or by reason of this Agreement.

13. **Execution and Enforceability.** This Agreement may be signed in counterparts which, when taken together, shall be deemed as one and the same document. A facsimile signature or via email attachment in pdf format shall be conclusive evidence of each party's agreement hereto. Each party warrants and represents to the other that (a) its execution of this Agreement has been duly authorized by all necessary corporate action of such party, and (b) it has all requisite legal rights necessary to grant the other party all releases and covenants not to assert or sue granted to the other party as set forth above.

IN WITNESS WHEREOF, and in agreement herewith, each of the parties have executed this Agreement to be effective as of the day and year first stated above.

Kay Jay Services, Inc.

City of Kirksville, Missouri

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____