

**MUTUAL RELEASE
AND SETTLEMENT AGREEMENT**

The parties to this Mutual Release are OTIS ELEVATOR COMPANY ("OTIS") and TOM GREEN COUNTY, 113 W. Beauregard, San Angelo, Tom Green County, TX 76901 ("COUNTY") (together, the "Parties").

WHEREAS, OTIS and COUNTY are presently involved in a dispute concerning the extent and scope of OTIS' elevator maintenance contract at the Court Street Annex, 124 W. Beauregard, San Angelo, TX 76901, in particular concerning which Party was responsible for the purchase and installation of a new controller (the "Dispute");

WHEREAS, the Parties desire amicably and equitably to settle the matter pertaining to the Dispute against one another.

NOW, therefore, for good and valuable consideration of a price reduction of Eleven Thousand One Hundred Twenty-five Dollars (\$11,125.00) on a proposal to install a new controller for the elevator at the Court Street Annex for a total sum of Eleven Thousand One Hundred Twenty-five Dollars (\$11,125.00) (the "Proposal"), the Parties hereto agree that:

1. The recitals hereinabove stated are a part of this Mutual Release.
2. COUNTY accepts OTIS' reduced price for the Proposal and completion of the work thereunder, along with all covenants and promises herein, as full and final settlement of the claim it may have arising out of the Dispute.
3. OTIS accepts COUNTY's acceptance and payment for the Proposal at the reduced price, along with all covenants and promises herein, as full and final settlement of the claim it may have arising out of the Dispute.
4. In exchange for all of the above, the Parties do hereby jointly and severally, on behalf of themselves, their officers, directors, employees, agents, representatives, predecessors, successors or assigns, mutually release and discharge each other absolutely and forever, of and from any and all known existing or unknown actions, claims and demands arising out of the Dispute.
5. COUNTY shall mail OTIS a check for Five Thousand Five Hundred Sixty-two Dollars and Fifty Cents (\$5,562.50) within two days of the date this Agreement is executed by the COUNTY's authorized representative. OTIS will on this same date order fabrication of the new controller and provide to COUNTY evidence of the placement of the order of the controller.
6. OTIS has requested expedited service from the manufacturer and expects to receive the materials and be able to begin installation approximately one month from the date the order is placed.
7. COUNTY shall pay OTIS a check for Four Thousand Four Hundred Fifty Dollars (\$4,450.00) on the same day that OTIS commences with the installation of the new controller. OTIS shall complete the proper installation of the new controller within ten days.

8. COUNTY shall pay OTIS a final check of One Thousand One Hundred Twelve Dollars and Fifty Cents (\$1,112.50) upon the elevator unit return to service and approval by the relevant state or local elevator authority (if required by such authority).

9. The undersigned persons represent and certify that they are duly authorized to execute this Mutual Release.

10. Except as otherwise provided, this Mutual Release contains the entire agreement between the parties and no representations or promises, other than those contained or referred to herein, have been made by any party to any other party to secure the execution of this Mutual Release, either before or after the dispute arose.

11. This Mutual Release may be executed in multiple counterparts, all of which when combined constitute one original document.

12. This Mutual Release shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the undersigned have duly executed this Mutual Release on the dates set forth below.

OTIS ELEVATOR COMPANY

By: Bryan K. Pollard
Bryan K. Pollard
Associate Counsel, Commercial

Date: September 26, 2011



TOM GREEN COUNTY

By: Michael D. Brown
Michael D. Brown
Printed Name/Title

Date: 9-27-11