

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is made, dated, and effective as of the _____ day of _____, 2024 (the "Effective Date") by and between Fort Bend County, Texas (the "County") and MP Technologies LLC ("MPT").

WHEREAS, on November 14, 2023, a building owned by the County located at 12919 Dairy Ashford, Sugar Land, Texas 77478 (the "Property") was damaged by MPT (the "Incident");

WHEREAS, the County and MPT have agreed on terms for a settlement of the Incident and, in conjunction therewith, enter into this Agreement.

NOW THEREFORE, KNOW ALL BY THESE PRESENTS that in consideration of the foregoing recitals, the mutual promises, covenants, and releases contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

TERMS

The execution of this Agreement is conditioned strictly upon the following:

1. **Recitals:** MPT warrants and represents that the recitals set forth above are accurate and they are incorporated herein by reference.
2. **Payment:** In consideration for the recitals and releases set forth herein, MPT shall pay the County a total sum of TWO THOUSAND TWO HUNDRED AND THIRTY DOLLARS AND SEVENTY CENTS (\$2,230.70), the receipt and sufficiency of which is hereby acknowledged.
3. **Release:** The County hereby releases, acquits, and forever discharges MPT for any claim, action, suit, demand, and/or cause of action arising out of, or resulting from, the Incident.
4. **Entire Agreement:** This Agreement constitutes the entire agreement between MPT and the County, and supersedes all prior agreements, discussions, understandings, representations, and statements, oral or written, with respect to the Incident and this Agreement.
5. **Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without reference to its conflict of law principles.
6. **Authority to Execute:** Each of the undersigned signatories represents that they have full authority to execute this Agreement on behalf of the party for which such individual is signing, that all necessary authorizations or approvals have been granted, and that no further approval or consent of any other person or entity is required to sign this Agreement and thereby bind the party on whose behalf the Agreement is being executed.

7. **Execution in Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

[Remainder of Page Left Intentionally Blank; Signature Page and Declarations Follow]

In witness whereof, this Agreement is executed by the parties on the dates set forth below but effective as of the Effective Date.

MP Technologies LLC

By: Sandra Rawls
Sandra Rawls
Loss Control Manager

Date: 3-7-24

STATE OF TEXAS

COUNTY OF Harris

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Before me, the undersigned Notary Public, on this 7 day of March 2024, 2023, personally appeared Sandra Rawls, Loss Control Manager of MP Technologies LLC, to me known to be the identical person who executed the within forgoing instrument and acknowledged to me that he executed the same in such capacity and as the free and voluntary act and deed of MP Technologies LLC for the uses and purposes set forth herein.

Witness my hand and official seal

Rita Zuniga

Notary Public in and for the State of Tennessee

My commission expires: 8-14-2025



ACKNOWLEDGED AND AGREED:

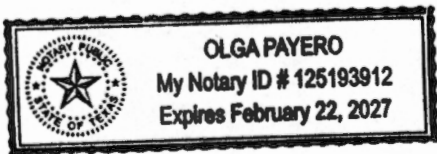
By: KP George
KP George
Fort Bend County Judge

Date: 3-26-2024

STATE OF TEXAS §
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COUNTY OF FORT BEND §

This instrument was acknowledged before me, on this 26 day of March,
2024 by KP George, the Fort Bend County Judge.

Witness my hand and official seal



Olga Payero
Notary Public in and for the State of Texas
My commission expires: 2-22-2027