

MUTUAL RELEASE

Conditioned on payment of the final contract amount of TWO HUNDRED FIFTY TWO THOUSAND SEVEN HUNDRED THIRTY FOUR DOLLARS AND FOUR CENTS (\$252,734.04), including a final payment of NINETY-SEVEN THOUSAND NINE HUNDRED FIFTY-SEVEN DOLLARS AND FORTY-FOUR CENTS (\$97,957.44), from Lexington-Fayette Urban County Government ("LFUCG"), Free Contracting, Inc. ("Free Contracting") and LFUCG do hereby mutually release and forever discharge each other from any and all claims, demands, damages, actions, causes of action, obligations, rights, expenses, costs, compensation, or suits at law or in equity they now or may hereafter have against the other whatsoever, related to the Contract for the Blue Sky Treatment Plant Demolition and Lagoon Dewatering project, LFUCG Contract No. 301-2014 (authorized by Resolution No. 616-2014 and hereinafter the "Contract"), and hereby release, acquit and forever discharge each other and their respective officials, agents, employees, successors and assigns, and all other persons, firms, or corporations connected therewith, of and from any and all claims, demands, damages, actions, causes of action, obligations, rights, expenses, costs, compensation, or suits at law or in equity, of whatever kind or nature whatsoever which they now have or which may hereafter accrue to either of them on account of, or in any way growing out of any claims based on performance of the above Contract.

It is further understood and agreed by the parties that LFUCG and Free Contracting have agreed to a cancellation of the Contract for convenience pursuant to

paragraph 14.2.11 of the Contract General Conditions and that this Mutual Release, when effective, completely and forever settles all matters in dispute between Free Contracting and LFUCG which have been, are, or could have been alleged in relation to the Contract, including any claim that is or could be made by LFUCG against Performance Bond No. 0482787 and the Performance Bond surety, Ohio Farmers Insurance Company.

It is also understood and agreed that this Mutual Release, when effective, shall be binding on the parties and on all of their successors, officers, directors, employees, assigns, heirs, executors, administrators, agents, sureties, insurers and legal representatives, in relation to the above Contract and Performance Bond.

It is further understood and agreed that Free Contracting is responsible for the negotiation, compromise, and satisfaction of any and all liens or claims of any type by third parties relating to or arising out of performance of the above Contract, and Free Contracting warrants and represents to LFUCG that there are no such claims pending or known, but Free Contracting understands and agrees that the indemnification and hold harmless provisions of the Contract (Part V, Special Conditions, Section 2, Risk Management Provisions – Insurance and Indemnification, SC-3) shall remain in force and effect as provided therein, notwithstanding this release.

This Mutual Release represents the entire agreement of the parties with regard to the matters set forth herein. All prior representations are merged into this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hand this 11th day of February, 2016.

FREE CONTRACTING, INC.
BY: [Signature]
Rhonda W. Fister, P.E., President

STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

Subscribed and sworn to before me by Rhonda W. Fister, P.E., President of Free Contracting, Inc., on this the 11th day of February, 2016.

My Commission Expires: 8-13-19

Amy Frebis
NOTARY PUBLIC, STATE AT LARGE,
KENTUCKY

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: _____
Jim Gray, Mayor

STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

Subscribed and sworn to before me by Jim Gray, Mayor, Lexington-Fayette Urban County Government, on this the _____ day of February, 2016.

My Commission Expires:

NOTARY PUBLIC, STATE AT LARGE,
KENTUCKY