

MUTUAL RELEASE AGREEMENT

This Mutual Release Agreement is made by and among Lexington-Fayette Urban County Government (“LFUCG”), Gershman, Brickner & Bratton, Inc. (“GBB”), Routeware, Inc. (“Routeware”), and C2Logix, Inc. (“C2Logix”) on this the ____ day of _____, 2012.

WHEREAS, LFUCG entered into a contract with GBB, dated November 20, 2008, for consultation and provision of services for a project identified as Materials Recovery Facility (MRF) Master Plan Project, (“the MRF Project”); and

WHEREAS, LFUCG entered into a separate contract with GBB, dated September 3, 2009, for consultation and provision of services for a project identified as Waste Management Routing Project (“the Routing Project”); and

WHEREAS, GBB has asserted a claim for additional payment for additional work performed by GBB pursuant to the MRF Project contract which claim has been disputed by LFUCG; and

WHEREAS, Routeware and C2Logix were subcontractors of GBB on the Routing Project; and

WHEREAS, LFUCG advised GBB by letter dated September 12, 2011, that it was ending the relationship between LFUCG and GBB under the Routing Project contract and LFUCG has since paid Routeware and C2Logix directly after LFUCG’s contractual relationship with GBB was ended; and

WHEREAS, GBB has asserted a claim for additional payment under the Routing Project contract despite LFUCG’s termination of that agreement; and

WHEREAS, Routeware and C2Logix have been fully compensated, either by GBB or LFUCG, for all work performed pursuant to the Routing Project; and

WHEREAS, LFUCG and GBB wish to resolve any and all claims that they each may have against one another in connection with the both the contract for the MRF Project and the contract for the Routing Project (“the Contracts”) and assure that all subcontractors have been paid; and

WHEREAS, LFUCG, GBB, Routeware, and C2Logix also wish to resolve any and all claims they may have against any of the other parties to this Mutual Release Agreement relating to the Routing Project;

NOW THEREFORE, LFUCG, GBB, Routeware, and C2Logix agree as follows:

1. In consideration of the payment of Forty-Five Thousand Dollars (\$45,000) by LFUCG to GBB, GBB hereby completely releases and forever discharges LFUCG,

its successors and assigns, from any and all claims, demands, actions, causes or action, damages and costs whatsoever that it may have presently or in the future have against LFUCG in connection with the Contracts, including any claim that it may have to any contract funds held by LFUCG in connection with the Contracts;

2. Further, in consideration of the acknowledgement by Routeware and C2Logix that they have been completely paid in full for all work performed under the Routing Project Contract and their duly authorized execution of this Mutual Release Agreement, GBB hereby completely releases and forever discharges Routeware and C2Logix, their successors and assigns, from any and all claims, demands, actions, causes or action, damages and costs whatsoever that it may have presently or in the future have against Routeware or C2Logix in connection with the Contracts;
3. LFUCG, Routeware and C2Logix hereby completely release and forever discharge GBB from any and all claims, demands, actions, causes or action, damages and costs whatsoever that they may have presently or in the future have against GBB under the Contracts;
4. Nothing in this Mutual Release Agreement shall constitute or act as an admission of liability by any of the undersigned parties; and
5. This Mutual Release Agreement may be executed in counterparts and all counterparts shall be deemed to constitute a single agreement. The electronic transmittal hereof bearing any person's signature shall have the same force and effect as the physical delivery to the same recipient of such person's original signature.

Signed and agreed by and among Lexington-Fayette Urban County Government, Gershman, Brickner & Bratton, Inc., Routeware, Inc., and C2Logix, Inc. as of the last date written below.

Lexington-Fayette Urban County Government (LFUCG)

By: _____

Title: _____

Date: _____

Gershman, Brickner & Bratton, Inc. (GBB)

By: _____

Title: _____

Date: _____

Routeware, Inc. (Routeware)

By: _____

Title: _____

Date: _____

C2Logix, Inc. (C2Logix)

By: _____

Title: _____

Date: _____

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