

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

Introduction. SHELBY COUNTY DIVE RESCUE TEAM, A DIVISION OF SHELBY COUNTY, its officers, directors, agents, employees, and benefactors (hereinafter "Shelby County"), and GREAT LAKE COACH SALES CO., its officers, directors, agents, and employees (hereinafter "GLC"), wish to resolve all matters in controversy between them pertaining to the sale by GLC to Shelby County of a 2011 Ford-Econoline E450, Vehicle Id No. 1FDXE4FSXBDA17069 (hereinafter "Ford E450"), which controversy is the subject of a lawsuit pending in the United States District Court for the Western District of Michigan, *Shelby County Dive Rescue Team, a Division of Shelby County, Illinois v. Great Lakes Coach Sales Co.*, Case No. 1:11-cv-00622-PLM.

1. Terms of Settlement.

- a. Shelby County represents that the Ford E450 has never been used by it and/or by any others, and is in the condition identical to the condition when Shelby County took delivery of the Ford E450. It understands that this representation is an express condition of this Agreement.
- b. Shelby County will make available to GLC and/or its designated agent the Ford E450 for inspection in order to allow GLC to ensure that the Ford E450 is in the condition identical to the condition when Shelby County took delivery of the vehicle. This inspection will take place within seven (7) days of the execution of this Agreement. GLC shall have the exclusive right to determine whether the Ford E450 is in the condition identical to the condition when Shelby County took delivery of the vehicle; and if it determines that the vehicle does not meet this required condition, the remainder of this Settlement Agreement may be determined as null and void on the exclusive prerogative of GLC. GLC shall immediately provide to Shelby County in writing its determination under this sub-paragraph upon completion of its inspection.
- c. The title to the Ford E450 shall be transferred to the joint ownership of GLC and Turtle Top Inc. (hereinafter "Turtle Top"). This shall be accomplished as soon as practicable following GLC's inspection and conclusion about the condition of the vehicle pursuant to the preceding sub-paragraph.
- d. Upon receiving the transferred title for the Ford E450, GLC and/or its agent shall take possession of the Ford E450 as soon as practicable.

- e. **Shelby County** shall place an order with Turtle Top for a Freightliner M2 106 (hereinafter, the "Freightliner") as revealed in the accompanying Proposal (Exhibit A). The delivery of the order shall be accompanied by a check made payable to Turtle Top in the amount of \$50,949.00. **Shelby County** shall have no further costs associated with the purchase of the Freightliner, unless a change order is required by **Shelby County**; and in such case, **Shelby County** understands that it will be dealing exclusively with Turtle Top pertaining to any change orders.
 - f. **Shelby County** shall take possession of the Freightliner when advised by Turtle Top that the vehicle is completed and ready for delivery. Delivery shall be accomplished by **Shelby County** at Turtle Top's factory.
2. Mutual Release. For good and valuable consideration as recited in this Agreement, **Shelby County**, its officers, directors, agents, employees, and benefactors hereby release and forever discharge GLC, its officers, directors, agents, and employees from any and all claims, demands causes of action of any kind, whether asserted or unasserted, for any and all time up to the execution of this Agreement. Additionally, GLC, its officers, directors, agents, employees, and benefactors hereby release and forever discharge **Shelby County**, its officers, directors, agents, employees and benefactors from any and all claims, demands, causes of action of any kind, whether asserted or unasserted, for any and all time up to the execution of this Agreement. Claims released include, but are not limited to, those asserted or that could be asserted in the lawsuit in the United States District Court for the Western District of Michigan, *Shelby County Dive Rescue Team, a Division of Shelby County, Illinois v. Great Lakes Coach Sales Co., Case No. 1:11-cv-00622-PLM*. Nothing in this section shall be construed as Shelby County releasing any claims arising out of the build and delivery of the Freightliner by Turtle Top as referenced in Paragraph 1e above.
3. Indemnification. In the event that any Released Claims are asserted in the future by The Howard G. Buffett Foundation, **Shelby County** shall fully indemnify Releasees, including any recoveries, and its costs of defending such claims including attorney fees incurred in the defense of such claims.
4. Dismissal of Lawsuit. Immediately upon receiving GLC's written confirmation of the condition requirements for the Ford E450 under Paragraph 1b, and execution of a binding agreement between Turtle Top and **Shelby County** for the build and delivery of the Freightliner referenced in Paragraph 1e above, **Shelby County** shall dismiss its lawsuit in the United States District Court for the Western District of Michigan, *Shelby County Dive Rescue Team, a Division of Shelby County, Illinois v. Great Lakes Coach Sales Co., Case No. 1:11-cv-00622-PLM*, and take all precedent actions necessary to accomplish the dismissal, including setting aside the default. The dismissal shall be with prejudice and without costs to any party.
5. Agreement Interpretation and Forum. This Agreement shall be interpreted according to the laws of the State of Michigan. Any dispute pertaining to this Agreement shall be exclusively resolved in the United States District Court for the Western District of Michigan, unless the parties agree otherwise in writing.

6. Notices. Any notices required under this Agreement shall be delivered via regular mail to the following:

Shelby County: Jeffrey G. Muth
Barnes & Thornburg, LLP
171 Monroe Ave., NW, Suite 1000
Grand Rapids, MI 49503

GLC: Ross E. Chapman
Beck & Chapman, P.C.
350 E. Michigan Ave., Suite 435
Kalamazoo, MI 49007

7. Entire Agreement. This is the entire Agreement between the parties. No changes are effective except on mutual agreement, and in writing signed by both parties.

SHELBY COUNTY DIVE RESCUE TEAM

By: See RE

Its: COMMANDER

Dated: 11-30-2011

SHELBY COUNTY

By: [Signature]

Its: Chair of County Board of Shelby, DC

Dated: 12-1-2011

GREAT LAKES COACH SALES CO.

By: Gail G. Faithwaite

Its: President

Dated: 11/29/11