

RELEASE AND SETTLEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

WHEREAS, the Hidalgo County H.I.D.T.A. Task Force (“Releasor”) and Keith Weaver III d/b/a Ivan’s Automotive, (“Releasee”) are currently involved in a dispute involving the theft of a HIDTA motor vehicle (2005 Blue Chrysler 300; Vin#2C3AA53G95H574210) on April 17, 2011, from Releasee’s place of business (2245 S. Closner Blvd., Edinburg, Texas). As the parties do not wish to litigate these matters in a court of law, both have agreed to resolve this situation by agreement.

NOW THEREFORE, in consideration for payment of SIX THOUSAND DOLLARS (\$6,000.00) to be paid in 12 monthly payments of \$500.00 each pursuant to the promissory note attached hereto as Exhibit “A”, RELEASOR hereby agrees to acquit and forever discharge RELEASEE and his representatives, successors, insurers and assigns, and all other persons, firms or corporations who might be liable from any and all claims, demands, charges, costs of court including but not limited to attorney fees, and causes of action of whatsoever nature, whether civil or criminal, or any other legal theory arising out of the theft of the above-referenced vehicle. Further, RELEASOR agrees to transfer any and all rights, title, interests and claims it may have in the vehicle to RELEASEE upon full and final payment of the settlement amount by RELEASEE to RELEASOR.

The aforementioned consideration is accepted by the RELEASOR in full satisfaction of all damages or claims owed to RELEASOR by RELEASEE. It is further understood that this is a compromise and settlement of all matters contained in the aforementioned paragraph and a mutual release of any and all claims between RELEASOR AND RELEASEE.

If is further understood and agreed that there are no promises of any additional payments or of any further benefits to be received by the RELEASOR from RELEASEE, or by RELEASEE from RELEASOR other than the consideration recited in this release.

RELEASOR and RELEASEE are legally competent to execute this release and agreement and are all above the age of eighteen (18) years, that no promise or agreement which is not expressed has been made to either party in executing this release, and that neither party is relying upon any statement or representation of any agent of the parties being released. The parties are relying on their own judgment and have the authority to do so. Both parties have read and understand the entire contents of this release, as well as the legal consequences of this release, and both parties understand that this release shall operate as a full and complete and final release and settlement of any and all claims referred to above with respect to the theft of the subject vehicle currently owned by RELEASOR.

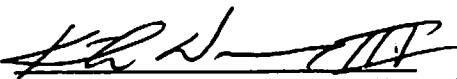
WHEREAS, it is acknowledged, agreed and understood that I have read this full release and that it is a complete, written statement of the terms and conditions of the release.

Signed this the ____ day of _____, 2011.

By:

Valde Guerra
Authorized Representative for
The County of Hidalgo by and through the
Hidalgo County HIDTA Task Force
RELEASOR

By:



Keith Weaver III, Individually and as
Authorized Representative of
Ivan's Automotive
RELEASEE

PROMISSORY NOTE

Principal amount: \$ 6,000.00

Date: June 27, 2011

FOR VALUE RECEIVED, the undersigned hereby promises to pay to the order of County of Hidalgo, the sum of Six Thousand Dollars (\$6,000.00), together with interest thereon at the rate of zero percent (0.0%) per annum on the unpaid balance. Said sum shall be paid in the manner following:

\$500.00 per month, beginning on July 1, 2011 and continuing monthly for the next eleven (11) months or until paid in full, with each subsequent payment being due on the 1st day of the following month.

All payments shall be applied to principal. This note may be prepaid, at any time, in whole or in part, without penalty.

This note shall at the option of any holder thereof be immediately due and payable upon the occurrence of any of the following:

- 1) Failure to make any payment due hereunder within 10 days of its due date.
- 2) Breach of any condition of any security interest, mortgage, loan agreement, pledge agreement or guarantee granted as collateral security for this note.
- 3) Breach of any condition of any loan agreement, security agreement or mortgage, if any, having a priority over any loan agreement, security agreement or mortgage on collateral granted, in whole or in part, as collateral security for this note.
- 4) Upon the death, incapacity, dissolution or liquidation of any of the undersigned, or any endorser, guarantor to surety hereto.
- 5) Upon the filing by any of the undersigned of an assignment for the benefit of creditors, bankruptcy or other form of insolvency, or by suffering an involuntary petition in bankruptcy or receivership not vacated within thirty (30) days.

In the event this note shall be in default and placed for collection, then the undersigned agree to pay all reasonable attorney fees and costs of collection. Payments not made within five (5) days of due date shall be subject to a late charge of 5 % of said payment. All payments hereunder shall be made to such address as may from time to time be designated by any holder.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound until this note shall be fully paid; and, waive demand, presentment and protest and all notices hereto; and, further agree to remain bound, notwithstanding any extension, modification, waiver, or other indulgence or discharge or release

of any obligor hereunder or exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change in terms, hereunder granted by an holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgement of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State of Texas.

Signed this the ___ day of June, 2011.



Keith Weaver III, Individually and as
Authorized Representative of
Ivan's Automotive

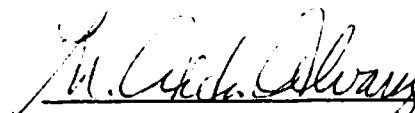
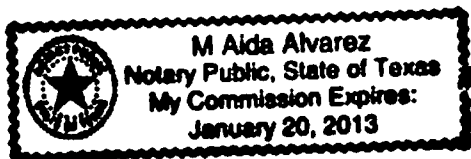
ACKNOWLEDGEMENT

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Before me, the undersigned Notary Public, on this day personally appeared Keith Weaver III, a person known to me, who stated that he was the owner of Ivan's Automotive, had the requisite authority to act on behalf of Ivan's Automotive, with regard to this Promissory Note and who subscribed to the attached Promissory Note and acknowledged to me that he executed it for the purposes and consideration expressed therein.

GIVEN under my hand and seal of office on the 26th day of June, 2011.



Notary Public in and for
the State of Texas