

## RELEASE AND SETTLEMENT AGREEMENT

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

WHEREAS, the County of Hidalgo (“Releasor”) and Terry L. Hooper (“Releasee”), hereinafter collectively referred to as “Parties”, are currently involved in a dispute regarding an auto-collision, and as the parties did 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 ONE THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS AND EIGHTY-THREE CENTS (\$1,288.83) to be paid in TEN (10) monthly installments pursuant to the promissory note attached hereto as Exhibit “A”, RELEASOR hereby agrees to acquit and forever discharge RELEASEE and her 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, or any other legal theory arising out of the above-referenced dispute, from any and all liability damages of any kind known or unknown, whether in contract or in tort, property damages and any other damages which have accrued or may ever accrue to RELEASOR and her successors or assigns, for or on account of the facts and subject matter referred to herein, upon full 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.

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, her agents, successors, assigns and/or affiliates other than the consideration recited in this release.

RELEASOR and RELEASEE are legally competent to execute this Release and Settlement Agreement and are all above the age of eighteen (18) years, that no promise or agreement not expressed herein 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 auto-collision in dispute.

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 22<sup>nd</sup> day of July, 2013.

By: [Signature]  
Valde Guerra, Executive Officer  
Authorized Representative  
County of Hidalgo  
RELEASOR

By: [Signature]  
Terry L. Hooper  
RELEASEE

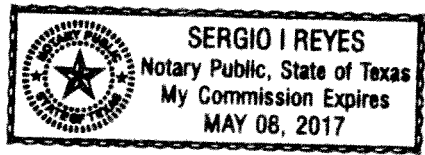
STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared Terry L. Hooper known to me to be the person whose name is subscribed to the foregoing Release and Settlement Agreement, and acknowledged to me that she is the person whose name is subscribed to said instrument and acknowledged to me that she has executed same in the capabilities and for the purposes and consideration therein expressed.

SWORN AND SUBSCRIBED TO BEFORE ME by the said, Terry L. Hooper, on this the 22<sup>nd</sup> day of July, 2013.

[Signature]  
Notary Public in and for  
The State of Texas



My Commission Expires:

5-8-17

APPROVED AS TO FORM:

Office of Hidalgo County Criminal District Attorney  
Rene Guerra

By: [Signature]  
Michael L. Garza  
Assistant District Attorney

# **EXHIBIT “A”**

## **Promissory Note**

## PROMISSORY NOTE

Principal amount: \$ 1,288.83

Date: 7-22, 2013

FOR VALUE RECEIVED, the undersigned hereby promises to pay to the order of County of Hidalgo, the sum of One Thousand Two Hundred Eighty-eight Dollars and Eighty-three Cents (\$1,288.83), 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:

\$129.00 per month, beginning on September 1, 2013, and continuing monthly for nine (9) months with a final payment of \$127.83 on the tenth (10<sup>th</sup>) month, or until paid in full, with each subsequent payment being due on the 1<sup>st</sup> day of the following month. Payments shall be made to the order of County of Hidalgo, Texas and remitted to following address:

County of Hidalgo, Texas  
Attn: Valde Guerra, Executive Officer  
2818 S. Bus. Hwy. 281  
Edinburg, TX 78539

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

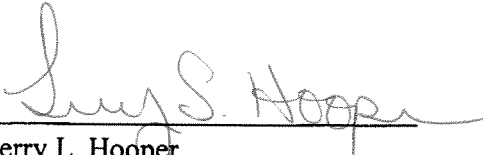
This note shall at the option of any holder thereof be immediately due and payable upon the occurrence of any of the following:

- 1) Failure to make any payment due hereunder within 5 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 any 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 22<sup>nd</sup> day of July, 2013.

  
Terry L. Hooper


**ACKNOWLEDGEMENT**

STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared Terry L. Hooper, known to me to be the person whose name is subscribed to the foregoing Promissory Note, and acknowledged to me that she is the person whose name is subscribed to said instrument and acknowledged to me that she has executed same in the capabilities and for the purposes and consideration therein expressed.

SWORN AND SUBSCRIBED TO BEFORE ME by the said, Terry L. Hooper, on this the 22<sup>nd</sup> day of July, 2013.

  
Notary Public in and for  
The State of Texas

My Commission Expires:

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