

EM SUBMISSION NO.: EME 3542014

PRESENTED: 7-9-14

ADOPTED: 7-11-14

BY THE EMERGENCY MANAGER:

RESOLUTION APPROVING THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE BETWEEN ZYGOT OPERATIONS, LTD. AND THE CITY OF FLINT

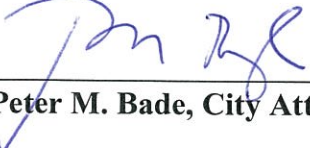
The City of Flint filed a lawsuit against Zygot Operations, Ltd., entitled *City of Flint v. Zygot Operations, Ltd.*, Case No. 12-099296-CK, for failure to pay personal property taxes; and

The City of Flint and Zygot Operations, Ltd. have entered into a Settlement Agreement and Mutual Release, attached hereto and made a part hereof, relative to the unpaid personal property taxes; and

Pursuant to Sections 2 through 7 of the Settlement Agreement and Mutual Release, Zygot Operations, Ltd. agrees to pay to the City of Flint the total settlement amount of \$42,562.87 in full satisfaction of the unpaid personal property taxes in accordance with the structured installment payment plan outlined in the attached Settlement Agreement and Mutual Release.

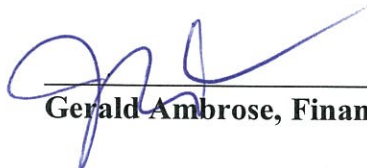
IT IS RESOLVED that the Emergency Manager hereby approves the Settlement Agreement and Mutual Release between the City of Flint and Zygot Operations, Ltd., which is attached hereto and made a part hereof.

APPROVED AS TO FORM:



Peter M. Bade, City Attorney

APPROVED AS TO FINANCE:

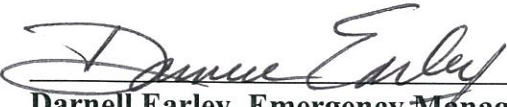


Gerald Ambrose, Finance Director

EM DISPOSITION:

ENACT X FAIL _____

DATED 7-11-14



Darnell Earley, Emergency Manager

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is voluntarily made by and between the City of Flint, its successors or assigns ("the City") and Zygot Operations, Ltd., its successors or assigns ("Zygot").

Preamble

The City filed a lawsuit against Zygot entitled *City of Flint v. Zygot Operations, Ltd.*, Case No. 12-099296-CK, in the 7th Circuit Court in Genesee County. The City asserted claims against Zygot for failure to pay personal property taxes.

The parties desire to settle the claims in its entirety upon the following terms and conditions.

Therefore, for good and valuable consideration the parties agree as follows:

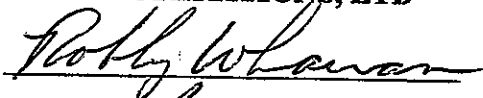
1. The City assessed Zygot for the tax years of 2004-2013 in the amount of 133,778.95 including all penalties and interest for parcel number P-24356-6.
2. For settlement purposes, the City agreed to reassess the personal property after an agreed upon inspection at \$42,562.87 including all penalties and interest.
3. As a result, Zygot is in arrears to the City for personal property taxes in the amount of \$42,562.87 for years 2004-2013 for parcel number P-24356-6.
4. Zygot will pay off the total arrears in the amount of \$42,562.87 as follows:
 - a. For tax years 2012 and 2013, \$5,400 will be paid within 60 days of the date this Agreement is signed and executed.
 - b. For tax years 2004-2011, equal monthly installment payments of \$1,550 per month beginning the following month of the payment made in subparagraph (a) above and will continue until paid in full.
5. All installments must be paid by company check or cashier's check and written to "Treasurer, City of Flint."
6. All installments must be mailed/delivered to: **Law Office of I'Lanta M. Robbins, PLC, 1133 E. Bristol Road, Burton, MI 48529.**
7. Each installment is due and owing by the 1st day of every month until the full amount of the debt is paid.
8. Zygot also agrees to pay current personal property taxes as they become due and to remain current on its taxes by making payments on due dates directly to the City of Flint.
9. Should Zygot fail to make an installment payment as scheduled the City may declare the outstanding debt to be immediately due and payable in full. Upon such

declaration, the outstanding debt shall become a judgment and payable without presentment, demand, protest, all of which are hereby expressly waived by Zygot, and the City shall file an affidavit of noncompliance with the court and shall be allowed to immediately enter a consent judgment for the amount due. The City shall be entitled to costs and attorneys associated incurred collection of the judgment.

10. The City further agrees and understands that this Agreement is a full and final release for any and all claims that the City has or may have against Zygot, its, officers, agents, employees, divisions, departments, volunteers, boards, and board members, involving the above referenced lawsuit arising out of Circuit Court Case No. 12-099296-CK, and that the City may never again commence any action or cause of action against Zygot, its elected officers, officers, agents, employees, divisions, departments, volunteers, boards, board members, commissions, commission members, multiple member bodies and multiple member body members, either individually or jointly and severally, relating to Circuit Court Case No. 12-099296-CK.
11. The City further agrees that this Agreement is given voluntarily and is not based on any representations or statements of any kind made by Zygot, its elected officers, officers, agents, employees, divisions, departments, volunteers, boards, board members, commissions, commission members, multiple member bodies and multiple member body members, as to the merits, legal liability or value of my claims or any other matter relating thereto.
12. Nothing in this document is construed to be an admission of liability by either party.
13. This document contains the entire Agreement between the parties and shall not be modified orally.
14. The parties will enter into a stipulation to dismiss the complaint in its entirety with prejudice and without costs and attorney fees.

IN WITNESS WHEREOF, the parties have executed this document this 19th
day of June, 2014.

ZYGOT OPERATIONS, LTD

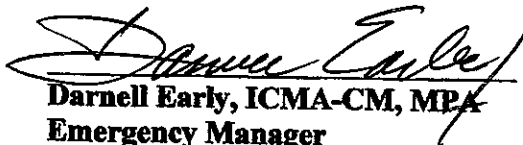


By Its General Mgr.


STEVEN MOULTEN


Attorney for Zygot

CITY OF FLINT, a Michigan Municipal Corp.:


Darnell Early, ICMA-CM, MPA
Emergency Manager

APPROVED AS TO FORM:


Peter M. Bade, City Attorney

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