

**ACKNOWLEDGMENT OF PAYMENT
AND RELEASE OF CLAIMS**

WHEREAS, the Division of Legislative Audit completed an Independent Auditor's Report dated November 12, 2013, which identified \$10,973.00 in funds that, according to the report, former Lt. Governor Mark Darr is obligated to return to the State of Arkansas;

WHEREAS, the Attorney General is authorized and empowered to recover the funds under Ark. Code Ann. § 25-16-709;

WHEREAS, the Attorney General and Mr. Darr desire to resolve this matter.

NOW, THEREFORE, the parties agree to resolve this matter on the following terms:

1. ACTION TO BE TAKEN BY DARR. Mr. Darr will pay a total of \$10,973.00 on or before September 4, 2014, by a check made payable to the "Office of the Attorney General."
2. RELEASE AND WAIVER. In exchange for the payment received from Mr. Darr pursuant to paragraph 1, the Attorney General waives, releases, relinquishes and forever discharges Mr. Darr from all claims or causes of action related to the Division of Legislative Audit's Independent Auditor's Report dated November 12, 2013.
3. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties. The parties have not relied upon any promise or statement, oral or written, which is not set forth in this Agreement.
4. MODIFICATION. The parties agree that this Agreement may not be modified, amended, or altered except by a written agreement executed by all parties.
5. VOLUNTARY AGREEMENT. The parties acknowledge that each has read this Agreement, that each has had the opportunity to consult with legal counsel of their choosing concerning the

advisability, meaning and effect of this Agreement, and that each has signed this Agreement voluntarily and without duress.


6. ACKNOWLEDGEMENT. The parties acknowledge that this document was agreed upon by both sides; the terms of which will not be construed against either side as the drafter.

7. NO ADMISSION OF LIABILITY. The parties acknowledge that this Agreement is not an admission of liability or wrongdoing on the part of Mr. Darr. The parties agree that this Agreement is not admissible in any court or administrative body except as necessary to enforce its terms or as otherwise required by law.

8. CHOICE OF LAW. This Agreement shall be governed by and construed in accordance with the substantive law of the State of Arkansas.

9. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties and each of their respective heirs, descendants, successors and assigns.

10. COUNTERPARTS. This Agreement may be executed in counterparts and the counterparts taken together, will have binding effect.

By: 
Brad Phelps
Chief Deputy Attorney General

Date: 9/4/14

By: 
Mark Darr

Date: 9/4/14.