



2. Effective upon the City's payment of the Settlement Payment to ADP, and without the need for further documentation of any kind, the Parties waive and release each other, their affiliates, predecessors, officers, attorneys, representatives, successor and assigns, from any and all Claims and Causes of Action (each as defined in the Plan), including the ADP Claims, whether such Claims or Causes of Action arose before, on or after the Effective Date, and whether arising in law or equity, that either Party has, had or may have now or in the future, whether asserted or not, arising from or in any way related to the Services Contract (Contract No. 28772341) that was approved by the Detroit City Council on November 20, 2012 (together with all exhibits and supplements thereto).

3. Other than the right to receive the Settlement Payment in accordance with Section 1 above, ADP shall have no other Claims or Causes of Action against the City or its property or any right to any distribution under the Plan.

4. The City's claims agent is authorized to update the claims register accordingly.

**Signed on August 10, 2015**

/s/ Thomas J. Tucker  
**Thomas J. Tucker**  
**United States Bankruptcy Judge**