

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter "Agreement"), made as of this day of December, 2010, by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA (hereinafter referred to as "SBBC"), DI POMPEO CONSTRUCTION CORP. (hereinafter referred to as "DI POMPEO") and ARCHITECTURE, INC. (hereinafter referred to as "A/E"). SBBC, DI POMPEO and the A/E shall hereinafter collectively be referred to as the "Parties" unless otherwise referenced herein:

WITNESSETH:

WHEREAS, the Parties to this Agreement have heretofore had existing between them certain differences arising out of an Agreement dated March 15, 2005, entered into between SBBC and DI POMPEO (hereinafter referred to as "Contract") for the construction of a Cafeteria and Classrooms, Project No. 0811-21-01, (hereinafter referred to as "Project" unless otherwise referenced herein) to be constructed pursuant to the design documents prepared by the A/E.; and

WHEREAS, the Contract required DI POMPEO to achieve Substantial Completion of the Project on or before July 16, 2006; and

WHEREAS, DI POMPEO alleged that it was significantly delayed in the progress and completion of the Project for a number of reasons, including but not limited to issuance of defective and incomplete design drawings, improper designs, delays in connection with submittals, untimely approvals from other governmental agencies, alleged improper and untimely inspections of DI POMPEO's work, alleged failure of the SBBC to approve various change orders, grant appropriate time extensions, and timely pay DI POMPEO, all of which allegedly constituted active interference by the SBBC.

As a result of the foregoing, DIPOMPEO claimed its progress in completing the Project was impacted and resulted in additional alleged costs sustained by DI POMPEO, including but not limited increased and excess costs of labor and materials due to impacts in the Contract work and defective design documents, costs, interest and attorney's fees; and

WHEREAS, as a result of the alleged impacts and alleged improper actions by SBBC and A/E referenced above, DI POMPEO submitted claims for additional days and monies from the SBBC in DI POMPEO's Change Order Item #109R dated January 17th, 2007, and thereafter, filed a Complaint against SBBC on or about August 5, 2010, entitled DI POMPEO CONSTRUCTION CORP. v. School Board of Broward County, Florida, in the Circuit Court of the 17th Judicial Circuit, in and For Broward County, Florida, assigned Case No. 10-31869 CACE 02. (hereinafter collectively referred to as Count I of the "Lawsuit," unless otherwise stated); and

WHEREAS, the Parties attended Mediation before John S. Freud, Esq., Florida Circuit Certified Mediator; and

WHEREAS, this Agreement, subject to the provisions below, resolves Count I of the Lawsuit between the Parties and their respective employees, agents, partners, subcontractors, consultants, officers, directors, servants, executors, heirs, administrators, successors and assigns, relative to the Project; including those claims, causes of action and action that arose or could have arose due to any and all events associated with Count I of the Lawsuit and those other matters referenced in this Agreement; and

WHEREAS, nothing in this Agreement is intended to nor shall act as a release, waiver, limitation, compromise or discharge of liability of responsibility of DI POMPEO, or any other design professionals, architects, engineers or consultants retained by DI POMPEO for the Project for construction defects; and

WHEREAS, the Parties have arrived at an amicable settlement of Count I of the Lawsuit subject to the provisions of this Agreement; and

WHEREAS, the Parties to this Agreement enter into this Agreement, under which the SBBC and the A/E agree to pay certain settlement sums to DI POMPEO in full and complete settlement of Count I of the Lawsuit;

WHEREAS, the Parties to this Agreement do not admit any wrongdoing or liability, but have determined to settle and compromise the Lawsuit to avoid the financial expense and burden and uncertainties associated with protracted and complex litigation; and

WHEREAS, the Parties desire to reduce this, their agreement of settlement, to writing so that it may be binding upon the parties, their successors and assigns; and

WHEREAS, with regard to resolution of Count I of the Lawsuit as outlined in this Agreement, the Parties agree to bear their own costs, including expert and attorney's fees.

NOW, THEREFORE, in consideration of the foregoing representations of the mutual covenants, promises and considerations hereinafter set forth with the intent to be legally bound, it is agreed by and between the Parties as follows:

1. Incorporation of Recitals: The above Recitals are hereby incorporated into this Agreement as if fully set forth herein.

2. Matters Settled: This Agreement settles all of the claims and causes of action of any nature whatsoever that DI POMPEO had, has or will have in the future against SBBC and A/E relating to the Project, as well as for all labor and material supplied to the Project by DI POMPEO, including but not limited to those claims, causes of action, actions and damages which were or could have been asserted in Count I of the Lawsuit that arose with respect to the

Project and/or any and all events and causes that impacted or could have impacted DI POMPEO in the performance of its Work at the Project.

3. Matters Not Settled: This Agreement does not settle, limit, waive, release or compromise any claims and/or causes of action of the SBBC against DI POMPEO and/or its subconsultants, subcontractors, materialmen, or suppliers arising out of, regarding or relating to any of DiPompeo's work of the Project, including but not limited to any claims and/or causes of action of the SBBC against DI POMPEO and DI POMPEO's subconsultants and subcontractors for: (a) defects with respect to labor and materials provided to the Project, (b) obligations to provide Project Records to the SBBC if not already provided by DI POMPEO to SBBC pursuant to the Contract Documents, (c) rights of indemnification, (d) claims against the Payment and Performance Bonds for the Project for defects, and (e) any claim for personal injury. Further, this Agreement does not waive, release or compromise any cause of action, or claim of the SBBC against A/E for any claims for personal injury arising out of or related to A/E's providing of professional services to the SBBC regarding the Project, including but not limited to A/E's obligation to indemnify the SBBC for all losses sustained by the SBBC as more specifically described in Article 8 of the Professional Services Agreement for Open End Design Criteria Services between the SBBC and A/E dated June 19, 2001. Furthermore, this Agreement does not settle, waive, compromise, limit or release any defenses available to DI POMPEO with reference to all claims and/or causes of action of the SBBC that have not been settled as described in this Paragraph.

4. Payment of Settlement Sums: In full and complete settlement of Count I of the Lawsuit only, and subject to Board approval of the Settlement Agreement, DI POMPEO has agreed to accept the total sum of One Hundred Fifty Thousand (\$150,000.00) Dollars in full and final settlement of Count I of the Lawsuit. The SBBC will pay DI POMPEO the sum of One Hundred Ten Thousand (\$110,000.00), and the A/E will pay DI POMPEO the sum of

Forty Thousand (\$40,000.00) Dollars. All Settlement Sums, including the funds from A/E shall be paid by the SBBC and A/E to DI POMPEO within twenty (20) days of approval of this Settlement Agreement as described in Paragraph 5.

5. Approval of Agreement: Approval of this Agreement by the SBBC at a duly called Board Meetings shall serve as a condition precedent to payment of the Settlement Sums, as well as the obligation of DI POMPEO to transmit to counsel for the SBBC a fully executed Release in the form labeled and attached hereto as Exhibit "A", an executed Stipulation of Voluntary Dismissal with Prejudice of Count I of the Lawsuit, and all Contract required close-out documents if not previously provided on or before the twentieth (20th) consecutive calendar day from approval of this Agreement by the SBBC at a duly called Board Meeting and delivery of the aforementioned documents to counsel for the SBBC, whichever event occurs last. Further, SBBC agrees to execute a Release in favor of A/E in the form labeled and attached hereto as Exhibit "B", and A/E agrees to execute a Release in favor of the SBBC and DI POMPEO in the form label and attached hereto as Exhibit "C".

To the extent that any conditions precedent as described above have not been satisfied, after providing seven (7) days notice in writing to DiPompeo, all documents (including the Releases executed by DI POMPEO, A/E and the SBBC) shall be returned to DI POMPEO, the A/E and DI POMPEO respectively, and this Agreement shall be declared null and void.

6. Assignment of Claims: DI POMPEO hereby warrants and represents to the SBBC that as an inducement to the SBBC to pay DI POMPEO the Settlement Sums referenced in this Agreement, that it has not and shall not assign or transfer any of its right, title and/or interest to any claim, cause of action or action that it has or may have in the future relating to the Project, to any person or entity relative to the Project.

7. Entire Agreement: This written Agreement, including Exhibits "A", "B" and "C" attached hereto, constitutes the entire agreement between the Parties and may not be amended or modified except in writing by each of the Parties.

8. Construction: This Agreement is the joint product of the respective Parties and may not be more strictly construed against any party.

9. Counterparts: This Agreement may be executed in counterparts with each copy being deemed an original.

10. Notices: Notices, to the extent they are referenced in this Agreement, shall be to the following persons on behalf of the Parties by certified mail, return receipt requested:

As to SBBC: STEVEN B. LESSER, ESQ.
Becker & Poliakoff, P.A.
3111 Stirling Road
Post Office Box 9057
Fort Lauderdale, FL 33310-9057

As to DI POMPEO: THOMAS SHAHADY, ESQ.
Yoss LLP
350 E. Las Olas Boulevard, Suite 1700
Fort Lauderdale, FL 33301

As to A/E: JOSEPH W. DOWNS, III, ESQ.
Daniels Kashtan Downs Robertson & McGirney
3300 Ponce De Leon Boulevard
Coral Gables, FL 33134

11. Authority Provision: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties, by their duly authorized agents, have signed and sealed this Agreement the day and year first above written.

(Corporate Seal)

THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

By: _____
Benjamin J. Williams, Chair

Approved As To Form and Legal Content

ATTEST:

By: _____
School Board Attorney

JAMES F. NOTTER
Superintendent of Schools

DI POMPEO CONSTRUCTION CORP.
By: _____

Witness

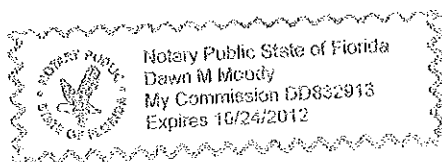
Witness
Maria Vaccaro

STATE OF FLORIDA :

COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 11th day of January, 2011, by John Di Pompeo Jr. of DI POMPEO CONSTRUCTION CORP., a Florida corporation, on behalf of the corporation. He/She took an oath, and is personally known to me or has produced n/a as identification and acknowledged before me that he/she executed the same freely and voluntarily for the purposes therein expressed.

My Commission Expires:



NOTARY PUBLIC, STATE OF FLORIDA

Printed Name of Notary Public

ARCHITECTURE, INC.

By: _____

Witness

Witness

STATE OF FLORIDA :

COUNTY OF LEE BROWARD :

The foregoing instrument was acknowledged before me this 9 day of DECEMBER

^{YES} 2017 by THEODORE P. SOTRONG of ARCHITECTURE, INC., a

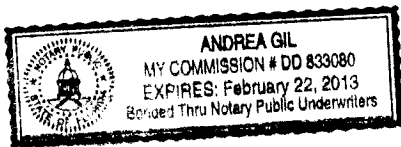
^{YES} VIRGINIA ~~Florida~~ corporation, on behalf of the corporation. He/She took an oath, and is personally known

to me or has produced _____ as

identification and acknowledged before me that he/she executed the same freely and voluntarily

for the purposes therein expressed.

My Commission Expires:



Andrea Gil
NOTARY PUBLIC, STATE OF FLORIDA
ANDREA GIL
Printed Name of Notary Public

EXHIBIT "A"

RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That DIPOMPEO CONSTRUCTION CORPORATION, its officers, agents, servants, successors, heirs, administrators, executors, successors, and assigns (hereinafter referred to as "DIPOMPEO"), for and in consideration of the mutual covenants and promises as set forth in the Settlement Agreement ("Settlement Agreement"), hereby remises, releases, acquits, satisfies and forever discharges THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, and any of its employees, agents, officers, directors, servants, executors, heirs, administrators, successors, assigns, design professionals, architects, engineers, attorneys and consultants, subcontractors, materialmen and suppliers (hereinafter collectively referred to as "SBBC"), ARCHITECTURE, INC., and any of its employees, agents, officers, directors, servants, executors, heirs, administrators, successors, assigns, design professionals, architects, engineers, attorneys and consultants, subcontractors, materialmen and suppliers (hereinafter referred to as "ARCHITECTURE") and JLRD, INC., any of its employees, agents, officers, directors, servants, executors, heirs, administrators, successors, assigns, design professionals, architects, engineers, attorneys and consultants, subcontractors, materialmen and suppliers (hereinafter referred to as "JLRD") from the matters referenced in the Settlement Agreement, as well as from any and all manner of action and actions, claims, liabilities, losses, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, warranties (including express, implied, contractual and statutory), claims and demands whatsoever, in law or in equity, which DIPOMPEO can, shall, or may have in the future, or did have against the SBBC, ARCHITECTURE, or JLRD emanating or relating, directly or indirectly, from the parties' relationship relating to the performance of labor, furnishing of

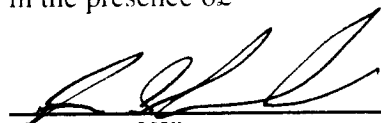
material and other Work performed by DIPOMPEO at Broadview Elementary School. Project No: 0811-21-01, including but not limited to the matters alleged in Count I of the Lawsuit initiated by DIPOMPEO styled DiPompeo Construction Corp. v. The School Board of Broward County, Florida, Broward County Case Number 10-31869 CACE 02, as well as any and all events and causes that delayed or could have delayed DIPOMPEO in its Work at the Project in any way as of the date that the Settlement Agreement has been approved by the SBBC. In the event that any portion or provision of this Release is finally adjudged to be invalid or unenforceable for any reason, such portion or provision shall be deemed excised, and such recision shall have no effect upon the remaining portions and provisions of this Release.

It is further stated that the undersigned has read the foregoing Release and knows the content and signs it as a free act.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11th day of

January, 2011

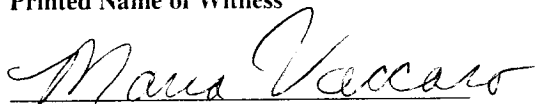
Signed, sealed and delivered
in the presence of



Signature of Witness

Ton Shambo

Printed Name of Witness



Signature of Witness

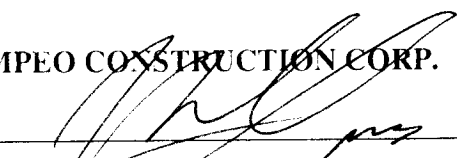
Maria Vaccaro

Printed Name of Witness

DIPOMPEO CONSTRUCTION CORP.

By _____

Printed Name _____


John DiPompeo Jr.

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14th day _____
of January, 2011 by John DiPompeo Jr., as authorized agent
and on behalf of DIPOMPEO CONSTRUCTION CORP., who is personally known to me or
who has produced N/A as
identification and who did take an oath.

Dawn M. Moody
NOTARY PUBLIC, STATE OF FLORIDA
Dawn M. Moody
Printed Name of Notary Public

My commission expires:

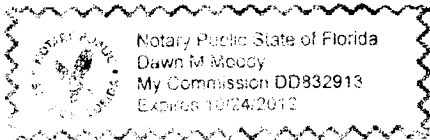


EXHIBIT "B"

RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, its officers, agents, servants, successors, heirs, administrators, executors, successors, and assigns (hereinafter referred to as "SBBC"), for and in consideration of the mutual covenants and promises as set forth in the Settlement Agreement ("Settlement Agreement"), hereby remises, releases, acquits, satisfies and forever discharges ARCHITECTURE, INC., and any of its employees, agents, officers, directors, servants, executors, heirs, administrators, successors, assigns, design professionals, architects, engineers, attorneys and consultants, subcontractors, materialmen and suppliers (hereinafter referred to as "ARCHITECTURE") and JLRD, and any of its employees, agents, officers, directors, servants, executors, heirs, administrators, successors, assigns, design professionals, architects, engineers, attorneys and consultants, subcontractors, materialmen and suppliers (hereinafter referred to as "JLRD") and from the matters referenced in the Settlement Agreement, as well as from any and all manner of action and actions, claims, liabilities, losses, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which SBBC can, shall, or may have in the future, or did have against ARCHITECTURE, emanating or relating, directly or indirectly, from the parties' relationship relating to the performance of services by ARCHITECTURE at Broadview Elementary School, Project No: 0811-21-01, including but not limited to the matters alleged in Count I of the Lawsuit initiated by DiPompeo Construction Corp. styled DiPompeo Construction Corp. v. The School Board of Broward County Florida, Broward County Case Number 10-31869 CACE 02, however this release specifically excludes any claims the SBBC has, or may have, against ARCHITECTURE and JLRD for latent defects, personal

injury or any contractual obligation of ARCHITECTURE to indemnify the SBBC. In the event that any portion or provision of this Release is finally adjudged to be invalid or unenforceable for any reason, such portion or provision shall be deemed excised, and such recision shall have no effect upon the remaining portions and provisions of this Release.

It is further stated that the undersigned has read the foregoing Release and knows the content and signs it as a free act.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2011.

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Benjamin J. Williams, Chair

James F. Notter, Superintendent of Schools

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2011 by _____, as authorized agent and on behalf of THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, who is personally known to me or has produced _____ as identification and who did take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

My commission expires:

Printed Name of Notary Public

EXHIBIT "C"

RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That ARCHITECTURE, INC., its officers, agents, servants, successors, heirs, administrators, executors, successors, and assigns (hereinafter referred to as "ARCHITECTURE") and JLRD, INC., its officers, agents, servants, successors, heirs, administrators, executors, successors, and assigns for and in consideration of the mutual covenants and promises as set forth in the Settlement Agreement ("Settlement Agreement"), hereby remises, releases, acquits, satisfies and forever discharges THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, and DIPOMPEO CONSTRUCTION CORP., and any of their employees, agents, officers, directors, servants, executors, heirs, administrators, successors, assigns, design professionals, architects, engineers, attorneys and consultants, subcontractors, materialmen and suppliers (hereinafter referred to as "SBBC" and DIPOMPEO) from the matters referenced in the above-referenced Settlement Agreement, as well as from any and all manner of action and actions, claims, liabilities, losses, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, warranties (including express, implied, contractual and statutory), claims and demands whatsoever, in law or in equity, which ARCHITECTURE can, shall, or may have in the future, or did have against the SBBC and DIPOMPEO, emanating or relating, directly or indirectly, from the parties' relationship relating to the performance of labor, furnishing material and other Work performed by ARCHITECTURE at Broadview Elementary School, Project No: 0811-21-01, including but not limited to the matters alleged in Count I of the Lawsuit initiated by DIPOMPEO styled DiPompeo Construction Corp. v. The School Board of Broward County, Florida, Broward County Case Number 10-31869 CACE 02 as well as any and all events and causes that delayed or could have delayed DIPOMPEO in its Work at the Project in any way as of

the date that the Settlement Agreement has been approved by the SBBC. In the event that any portion or provision of this Release is finally adjudged to be invalid or unenforceable for any reason, such portion or provision shall be deemed excised, and such recision shall have no effect upon the remaining portions and provisions of this Release.

It is further stated that the undersigned has read the foregoing Release and knows the content and signs it as a free act.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 9 day of

DECEMBER, 2010

Signed, sealed and delivered
in the presence of

[Signature]
Signature of Witness

CHRISTOPHER RESSLER
Printed Name of Witness

ARCHITECTURE, INC.
By [Signature]

Printed Name Theodore Sottong

[Signature]
Signature of Witness

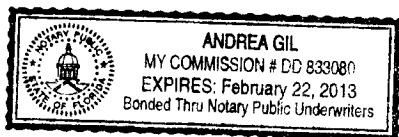
JOSEPH J. SHERROW
Printed Name of Witness

STATE OF FLORIDA
LEE
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9 day of DECEMBER 2010 by THEODORE P. SOTTONG, as authorized agent and on behalf of DIPOMPEO CONSTRUCTION CORP., who is personally known to me or who has produced Architecture, Inc. as identification and who did take an oath.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
ANDREA GIL
Printed Name of Notary Public

My commission expires:



Signed, sealed and delivered
in the presence of

[Signature]
Signature of Witness

MICHAEL P. LINDEN
Printed Name of Witness

[Signature]
Signature of Witness

CHARLES GARLEMAN
Printed Name of Witness

JLRD, INC.

By [Signature]

Printed Name MICHAEL DAVILA

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 13 day of December
2011 by Michael D. Davila, as authorized agent
and on behalf of JLRD, INC., who is personally known to me or who has produced _____
_____ as identification and who did take an oath.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Dana Simmons
Printed Name of Notary Public

My commission expires:

ACTIVE: 3168589_1

