

## MUTUAL SETTLEMENT AND JOINT RELEASE AGREEMENT

This Settlement Agreement and Mutual Release (the "Settlement Agreement") is entered into as of this \_\_\_\_\_ day of August, 2015 by and between Christopher and Susan Lamendola, Thomas Hogan, Cynthia Peloso, and Keith and Wendy Amelotte ("Plaintiffs") and Kathleen Raposa, in her capacity as the Finance Director for the town of East Greenwich, The East Greenwich School Department, Strategic Building Solutions, LLC, Paul B. Aldinger & Associates, Inc., Gilbane Building Company, Fleet Construction Company, Manafort Brothers, Inc., and Symmes, Maini & Mckee Associates, Inc. ("Defendants") (The Plaintiffs and Defendants are collectively referred to as the "Parties").

### RECITALS

- a. **WHEREAS** the Plaintiffs and Defendants were parties to an action that the Plaintiffs filed in Kent County Superior Court of the State of Rhode Island, entitled *Christopher Lamendola, Susan Lamendola, Thomas Hogan, Cynthia Peloso, Keith Amelotte, and Wendy Amelotte v. Kathleen Raposa, in her capacity as the Finance Director for the town of East Greenwich, the East Greenwich School Department, Strategic Building Solutions, LLC, Paul B. Aldinger & Associates, Inc., Gilbane Building Company, Fleet Construction Company, Manafort Brothers, Inc., and Symmes, Maini & Mckee Associates, Inc. v. State National Insurance Company and Arbella Protection Insurance Company*, docket number: C.A No.: KC-11-0160 ("Lawsuit").
- b. **WHEREAS** in the lawsuit, the Plaintiffs alleged nineteen counts against the different Defendants including claims for private nuisance, negligence, strict liability, breach of contract, diminution in market value damages, tortious interference with use and enjoyment of property, and punitive damages all allegedly arising out of the construction project referred to as the new East Greenwich Middle School, which began in November 2009 and continued through the summer of 2011.
- c. **WHEREAS** this Mutual Settlement and Joint Release Agreement is to serve as the full and final Settlement Agreement between the Plaintiffs and Defendants and serve to resolve all claims between and among the Plaintiffs and Defendants relating to the claims asserted by the Plaintiffs, the Cross-Claims asserted by Defendants and any and all claims that were or could have been asserted by the Plaintiffs against the Defendants in the Lawsuit.
- d. **WHEREAS** the Plaintiffs and Defendants now wish to resolve the matters in dispute between them and terminate the litigation between them. The Third-Party Claims are not terminated by this Settlement and Release Agreement.

**NOW THEREFORE**, in consideration of the mutual obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Plaintiffs and Defendants agree as follows:

1. Recitals Integral. The foregoing recitals shall constitute an integral part of this Settlement Agreement, which shall be interpreted in light of those recitals.
2. Integration Clause. The Mutual Settlement and Joint Release Agreement contains the entire agreement of the Parties to this Release with regard to the matters set forth in it and shall be binding upon the inure to the benefits of the Parties to this Release hereto, jointly and severally, to the extent specifically applicable thereto, and the executors, administrations, personal representatives, heirs and successors of each.
3. Dismissal. Upon execution of this Settlement Agreement, the parties shall execute and file a Dismissal Stipulation and Satisfaction of Judgments, copies of which are attached hereto and incorporated herein as Exhibit A, which shall, *inter alia* provide or mandate or effect that the Plaintiffs waive any and all rights to an appeal, that the judgment in favor of the Defendants will stand undisturbed as a final judgment, the Defendants shall waive their right to recover on the judgment for costs, and all Defendants will waive any and all claims or cross-claims they may have against each other. The Third-Party Claims are specifically excluded from this provision.
4. Settlement Terms and Conditions. Upon the execution of this Settlement Agreement, the Parties shall proceed as set forth below and shall have the responsibilities or obligations set forth below.
5. Final Judgment. The Parties agree that the Court's Order granting the Defendants' Rule 50 Motions for Judgment as a Matter of Law on March 25, 2015 is a final judgment in favor of the Defendants that will remain undisturbed and will not be appealed. The Parties agree that the Judgments in favor of the Defendants, Strategic Building Solutions, LLC, Paul B. Aldinger & Associates, Inc., Gilbane Building Company, Fleet Construction Company, Manafort Brothers, Inc., and Symmes, Maini & Mckee Associates, Inc. will remain undisturbed and will not be appealed.
6. Appeal. The Parties waive any and all appeal rights concerning the Lawsuit and any rulings related thereto.
7. Costs. The Parties waive any and all rights to collect costs and, as appropriate will file a Satisfaction of Judgment concerning any Judgment awarding costs.

8. Defendants' claims. All Defendants will release and/or waive any and all claims or cross-claims they may have against each other or that could have been asserted against each other as a result of or relating to the Lawsuit. The Third-Party Claims are specifically excluded from this provision.

### RELEASES

1. In consideration of two hundred and forty thousand (\$240,000) dollars cash at settlement, inclusive of all costs to the Plaintiffs, to be paid by or on behalf of the East Greenwich School Department as follows: (1) eighty thousand (\$80,000) dollars to be paid to Christopher and Susan Lamendola; (2) eighty thousand (\$80,000) dollars to be paid to Thomas Hogan and Cynthia Peloso, and eighty thousand (\$80,000) dollars to be paid to Keith and Wendy Amelotte, and other good and valuable consideration, Plaintiffs, on behalf of their agents, attorneys, assigns, insurers, heirs, partners, family members, children, trust beneficiaries and relatives by blood or marriage, hereby completely release and forever discharge Defendants, their insurers, agents, servants, employees, subsidiaries, affiliates, attorneys, consultants and successors in interest, of and from any and all past, present, or future claims, demands, obligations, suits, accounts, debts, actions, causes of action, and liabilities of every name and nature, both in law and in equity, including, but not limited to, all damages or fines, costs, expenses, liens, loss of use, loss of income, emotional distress, consequential damages, breach of contract, nuisance claims, negligence, bad faith, or any other claims whatsoever, which the Plaintiffs have asserted or could have asserted (regardless of whether those claims were asserted in the Lawsuit), or which may hereafter accrue or otherwise be acquired, on account of, or in any way growing out of or which are the subject matter of the Claims or Lawsuit, including, without limitations, any and all known or unknown claims for damages or harm allegedly resulting from or relating to the New East Greenwich Middle School project that was constructed between November 2009 and summer 2011, and/or the alleged acts or omissions of any of the Parties to this Release.
  
2. In consideration of the above and other good and valuable consideration, Defendants, on behalf of their agents, servants, employees, attorneys, assigns, insurers, subsidiaries, affiliates, attorneys, consultants and successors in interest hereby completely release and forever discharge all Defendants, their insurers, agents, servants, employees, subsidiaries, affiliates, attorneys, consultants and successors in interest, of and from any and all claims, demands, obligations, suits, accounts, debts, actions, causes of action, and liabilities of every name and nature, both in law and in equity, including, but not limited to, all damages or fines, costs, expenses, liens, consequential damages, contribution, indemnification, breach of contract, nuisance claims, negligence, bad faith,

or any other claims whatsoever, which the Defendants have asserted against each other or could have asserted against each other on account of, or in any way growing out of or which are the subject matter of the Lawsuit only. The Third-Party Claims and any claims not arising from the Lawsuit are specifically excluded from this provision. Nothing contained in this Mutual Settlement Release Agreement shall release, waive or in any way affect the Plaintiffs' rights to make, bring or file claims or lawsuits of any kind including, but not limited to, breach of contract and bad faith claims, against any insurance company, including, but not limited to, Harleysville Insurance Company, Allstate Insurance Company, and Amica Insurance Company, providing homeowners' insurance to the plaintiffs' homes and real estate that may be liable to satisfy part or all of a judgment which may be entered in an action against the insurance companies or to indemnify or reimburse the plaintiffs for payments made to satisfy the judgment.

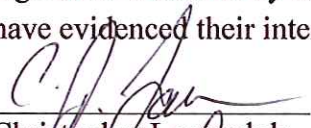
3. Plaintiffs understand that damages and injuries may have been suffered that are unknown at present and that unknown complications may arise in the future. Plaintiffs acknowledge that the sums paid in consideration of this Mutual Settlement and Release Agreement are intended to and do release and discharge any claims in regard to such unknown or future damages against those Parties to this Release covered or included in this Mutual Settlement and Release Agreement.
4. Plaintiffs will indemnify, defend, and hold Defendants harmless against any and all further claims, demands or actions made by others on account of or in any manner resulting from the Claims or Lawsuit (including, but not limited to, the reimbursement of reasonable attorneys' fees in defending claims, lawsuits and judgments). The purpose and intent of this paragraph is to fully protect and forever exclude Defendants, and all persons, firms or corporations liable by, through or under them, from any and all further claims, demands and cause of action of whatever kind or nature brought by any person, firm or corporation arising out of, or resulting from, the Claims or Lawsuit.

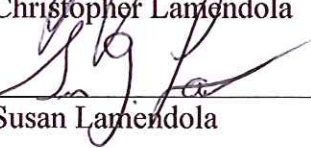
#### **FINAL COMPROMISE**

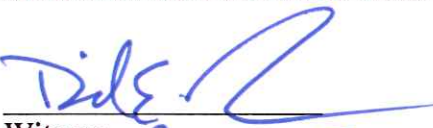
1. **No Admissions:** The Parties to this Settlement Agreement agree and acknowledge that payment of the sums specified in this Mutual Settlement and Joint Release are accepted as full and complete compromise between all Parties to this Release of matters involving disputed issues; that neither payment of the sums nor the negotiations for this settlement (including all statements, admission or communications) by the Parties to this Release and their attorneys or representatives shall be considered admissions by them; and that no past or present wrongdoing on their part shall be implied by such payment or negotiations. The Parties to this Release further acknowledge that they all expressly deny any and all liability.

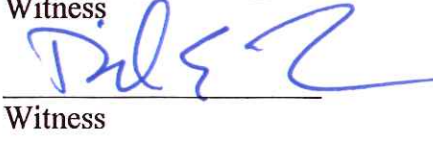
negotiations. The Parties to this Release further acknowledge that they all expressly deny any and all liability.

2. **Jurisdiction:** This Mutual Settlement and Joint Release Agreement is entered into in the State of Rhode Island and shall be construed and interpreted in accordance with its laws.
3. **Advice of Attorneys:** In entering into this Mutual Settlement and Joint Release Agreement, the Parties to this Release represent that they have relied upon the advice of attorneys, who are attorneys of their own choice, and that they have completely read and explained the terms of this Mutual Settlement and Joint Release Agreement, and that the Parties to this Release fully understand and voluntarily accept these terms.
4. **Dismissal With Prejudice:** Upon execution of this Mutual Settlement and Joint Release Agreement and receipt of forthwith sums, the Parties to this Release hereby authorize and direct their attorneys to prepare, execute and file with the Court as part of the record a Dismissal Stipulation, Satisfaction of Judgment and/or other appropriate pleading and waive any and all appeals.
5. **Miscellaneous:** The Parties to this Release further warrant that they are of legal age, that they are legally competent to execute this Mutual Settlement and Joint Release Agreement and that by signing this Mutual Settlement and Joint Release Agreement, they have evidenced their intent to do so.

  
\_\_\_\_\_  
Christopher Lamendola

  
\_\_\_\_\_  
Susan Lamendola

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

9/4/15  
\_\_\_\_\_  
Dated

9/4/15  
\_\_\_\_\_  
Dated

\_\_\_\_\_  
Thomas Hogan

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Witness

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Dated

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Cynthia Peloso

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Witness

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Dated

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Keith Amelotte

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Witness

\_\_\_\_\_  
Dated

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Wendy Amelotte

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Dated

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Thomas Coyle, Town Manager

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Dated

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\_\_\_\_\_  
Christopher Lamendola

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Susan Lamendola

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Dated

*Thomas J. Hogan*  
Thomas Hogan

*[Signature]*  
Witness

*8/31/15*  
Dated

*Cynthia Peloso*  
Cynthia Peloso

*[Signature]*  
Witness

*8/31/15*  
Dated

\_\_\_\_\_  
Keith Amelotte

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Wendy Amelotte

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Dated

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Thomas Coyle, Town Manager  
For the Town of East Greenwich and  
The East Greenwich School Department

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Dated

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Christopher Lamendola

\_\_\_\_\_  
Witness

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Dated

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Susan Lamendola

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Witness

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Dated

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Thomas Hogan

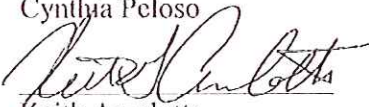
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Witness


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Cynthia Peloso


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Witness

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Keith Amelotte

  
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Witness

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Wendy Amelotte

  
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Witness

9/1/15  
\_\_\_\_\_  
Dated

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Thomas Coyle, Town Manager

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Witness

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Dated

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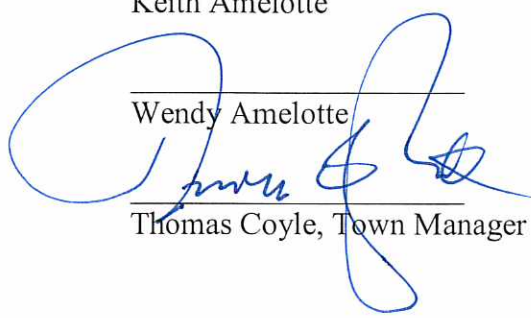
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Christopher Lamendola                      Witness                      Dated

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Susan Lamendola                      Witness                      Dated

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Thomas Hogan                      Witness                      Dated

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Cynthia Peloso                      Witness                      Dated

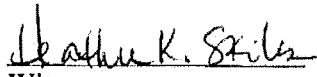
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Keith Amelotte                      Witness                      Dated

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Wendy Amelotte  
  
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Thomas Coyle, Town Manager

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Witness  
  
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Witness                      Dated  
8/8/15

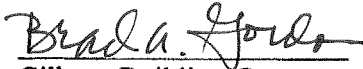


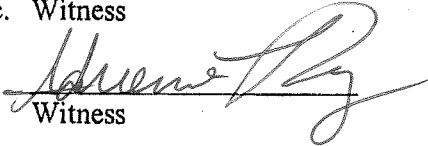
  
Strategic Building Solutions, LLC

  
Witness

9/3/15  
Dated

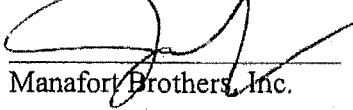
Paul B. Aldinger & Associates, Inc. Witness

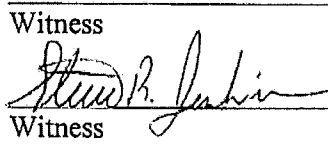
  
Gilbane Building Company

  
Witness

Dated  
9/16/15  
Dated

Fleet Construction Company

  
Manafort Brothers, Inc.

Witness  
  
Witness

Dated  
9/3/15  
Dated

Symmes, Maini & McKee  
Associates, Inc.

Witness

Dated

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Strategic Building Solutions, LLC      Witness      \_\_\_\_\_  
Dated

*Paul B. Aldinger*      *Mary Beth Mann*      *9/3/15*  
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Paul B. Aldinger & Associates, Inc.      Witness      \_\_\_\_\_  
Dated

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Gilbane Building Company      Witness      \_\_\_\_\_  
Dated

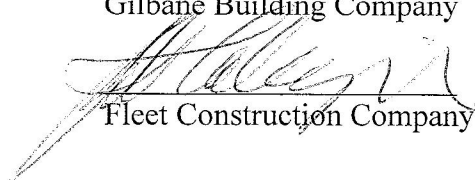
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Fleet Construction Company      Witness      \_\_\_\_\_  
Dated  
*[Signature]*      *Stewart B. Juhin*      *9/3/15*  
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Manafort Brothers, Inc.      Witness      \_\_\_\_\_  
Dated

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Symmes, Maini & McKee  
Associates, Inc.      Witness      \_\_\_\_\_  
Dated

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Strategic Building Solutions, LLC      Witness      \_\_\_\_\_  
Dated

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Paul B. Aldinger & Associates, Inc.      Witness      \_\_\_\_\_  
Dated

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Gilbane Building Company      Witness      \_\_\_\_\_  
Dated

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Fleet Construction Company      Witness      \_\_\_\_\_  
Dated 9/9/15

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Manafort Brothers, Inc.      Witness      \_\_\_\_\_  
Dated


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Symmes, Maini & McKee  
Associates, Inc.      Witness      \_\_\_\_\_  
Dated

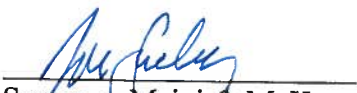

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Strategic Building Solutions, LLC      Witness \_\_\_\_\_      Dated \_\_\_\_\_

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Paul B. Aldinger & Associates, Inc.      Witness \_\_\_\_\_      Dated \_\_\_\_\_

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Gilbane Building Company      Witness \_\_\_\_\_      Dated \_\_\_\_\_

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Fleet Construction Company      Witness \_\_\_\_\_      Dated \_\_\_\_\_

  
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Manafort Brothers, Inc.        
Witness \_\_\_\_\_      Dated 9/3/15

  
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Synmes, Maini & McKee  
Associates, Inc.        
Witness \_\_\_\_\_      Dated 9/8/15