

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE AND SETTLEMENT AGREEMENT ("Agreement") is entered into on the last date set forth below by and among the following entities (collectively referred to herein as the "parties" and individually, as "party"): Kane County Board of Commissioners and Kane County Public Building Commission ("Owner"), Healy, Bender & Associates, Inc. ("Architect") and Hayes, Seay, Mattern & Mattern, Inc. ("Engineer").

RECITALS

WHEREAS, the Owner retained the Architect to perform design professional services in connection with a new addition to the Kane County Judicial Center located in Geneva, Illinois ("Project") pursuant to a contract entered into on February 18, 2005;

WHEREAS, the Architect retained the Engineer to perform certain design professional services for the Project pursuant to a contract entered into on February 18, 2005;

WHEREAS, during construction of the Project, the Owner has advised the Architect of the Owner's intention to seek recovery of certain monetary amounts for alleged additional work required to be performed on the Project as set forth in change orders PC31(a-c) (hereinafter "Change Orders");

WHEREAS, the Architect has expressly denied any liability for any claims for the Change Orders being asserted by the Owner;

WHEREAS, the Architect has made a claim against the Engineer seeking to recover any and all monetary amounts for the Change Orders which are the subject of the Owner's requests for payment of the Change Orders;

WHEREAS, the Engineer has expressly denied any liability for any claims for the Change Orders being asserted by the Architect and Owner;

WHEREAS, the Parties desire to amicably adjust, compromise and settle each and all of their respective claims for the Change Orders at issue in this Agreement in order to avoid the expense, time, inconvenience, distraction and interference with the day-to-day affairs of the Owner, Architect and Engineer; and

WHEREAS, the Parties have agreed to resolve and settle the Owner's demands for payment of all costs related to the Change Orders on the Project.

NOW THEREFORE, it is hereby agreed between the Parties as follows:

1. The "WHEREAS" clauses stated above are incorporated into this Agreement by reference and are part of this Agreement;
2. The Parties each acknowledge and agree that, by entering into this Agreement, they are acting in good faith in an effort to reach a compromise of the Change Orders, and that they have entered into this Agreement with full knowledge of the facts, circumstances and alleged damages in any way related to the Change Orders;
3. In consideration of the Parties entering into this Agreement, the Parties hereby agree to the following monetary credits being provided as complete consideration for the resolution of the Change Orders referenced in this Agreement:
 - a. The Engineer agrees that it shall issue a credit in the amount of \$46,196.00 in favor of the Architect against all amounts for compensation due the Engineer by the Architect pursuant to the contract entered into between the Architect and Engineer dated February 18, 2005 for work performed on the Project. This credit shall be reflected on the invoicing of Engineer submitted to Architect on the Project; and
 - b. The Architect agrees that it shall issue a credit in the amount of \$46,196.00 in favor of the Owner against all amounts for compensation due the Architect by the Owner pursuant to the contract entered into between the Owner and Architect dated February 18, 2005 for work performed on the Project. This credit shall be reflected on the invoicing of Architect submitted to Owner on the Project;
4. In consideration of the terms of this Agreement set forth herein, including the credits and other considerations the sufficiency of which is hereby acknowledged by all Parties, the Owner, Architect and Engineer hereby agree to completely release and forever discharge each of the other Parties hereto from any and all liability for the Change Orders referenced in this Agreement, including but not limited to any and all past, present or future claims, demands, obligations, costs, and expenses incurred in the investigation and resolution of the Change Orders referenced in this Agreement, which any of the Parties has, may have or which may hereafter accrue or otherwise be acquired by the Parties to this Agreement;
5. The Parties have the sole right and exclusive authority to execute this Agreement and each warrant that they have not sold, assigned, conveyed or otherwise disposed of their right to resolve the Change Orders referenced herein;

6. Each of the Parties hereto represents and warrants to the other that the execution and delivery of this Agreement by the Parties and the consummation of the settlement contemplated herein has been duly authorized by all necessary actions required to be taken by the Parties, including any actions required by the Owner in its capacity as a public entity;

7. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns;

8. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois;

9. No amendments or variations of the terms of this Agreement shall be binding unless made in writing and executed by the Parties;

10. This Agreement shall not be assignable to any other person or entity except with the express written consent of all Parties;

11. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original; and

12. This Agreement contains the entire agreement among the Parties with respect to the subject matter hereof and supercedes any and all prior agreements and understandings, representations, and discussions, whether oral or in writing, between the Parties hereto.

13. Nothing in this Agreement, express or implied, is intended to or shall confer on Owner any rights (including third-party beneficiary rights), remedies, obligations or liabilities under or by reason of this Agreement under or by reason of Engineer's February 18, 2005 agreement with Architect.

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IN WITNESS WHEREOF, the Parties have entered into this Agreement this day
of , 2008.

KANE COUNTY BOARD OF COMMISSIONERS
(Owner)

By: Daren McCormick
Its:

KANE COUNTY PUBLIC BUILDING COMMISSION
(Owner)

By: John Doe
Its:

HEALY, BENDER & ASSOCIATES, INC. (Architect)
David A. Healy

HAYES, SEAY, MATTERN & MATTERN, INC.
(Engineer)

By: George W. Spangler
Its: Vice President