

## **SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is entered into as of June 27, 2016 by and between the Parties identified in Part I below:

### **I. PARTIES**

- a) The Village of Mamaroneck ("VOM" or "the Village")
- b) Arben Group, LLC ("Arben")
- c) WSP USA CORP. f/k/a Chas H. Sells, Inc. d/b/a WSP SELLS ("WSP")

### **II. RECITALS**

**WHEREAS**, a lawsuit was filed in the Supreme Court of the State of New York, Westchester County, by the Village against Arben and WSP, Index No., 71632/2014 ("Lawsuit");

**WHEREAS**, the Village is represented in the Lawsuit by the law firm of McCullough, Goldberger & Staudt, LLP, Arben is represented by D'Amato & Lynch, LLP, and WSP is represented by Milber Makris Plousadis & Seiden, LLP;

**WHEREAS**, the Lawsuit was settled following a Confidential Mediation on June 1, 2016, by the Parties' execution of a Memorandum of Understanding dated June 1, 2016 ("Memorandum of Understanding"), a copy of which is attached hereto as Exhibit A;

**WHEREAS**, the Parties wish to enter into this Agreement to assist in carrying out the terms and conditions of the Memorandum of Understanding;

### **III. TERMS OF AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals, mutual promises and agreements contained herein, and such other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

**A. Payment**

1. The payments by WSP and Arben (through its insurance carrier), to VOM referenced in Paragraph 1 of the Memorandum of Understanding shall be made to the order of “The Village of Mamaroneck.”
2. The payment by VOM to Arben referenced in Paragraph 1 of the Memorandum of Understanding shall be made to the order of “Arben Group, LLC.”

**B. Releases and Discontinuance**

1. VOM’s Release of Arben referenced in Paragraph 1 of the Memorandum of Understanding shall be executed in the form attached hereto as Exhibit B;
2. VOM’s Release of WSP referenced in Paragraph 1 of the Memorandum of Understanding shall be executed in the form attached hereto as Exhibit C;
3. Arben’s Release of VOM referenced in Paragraph 1 of the Memorandum of Understanding shall be executed in the form attached hereto as Exhibit D;
4. WSP’s Release of VOM referenced in Paragraph 1 of the Memorandum of Understanding shall be executed in the form attached hereto as Exhibit E;
5. Arben will exchange a Release in favor of WSP in the form attached hereto as Exhibit F;
6. WSP will exchange a Release in favor of Arben in the form attached hereto as Exhibit G;
7. The Stipulation of Discontinuance referenced in Paragraph 7 of Memorandum of Understanding shall be executed by the Parties’ counsel in the form attached hereto as Exhibit H.

**C. EXCHANGE OF SETTLEMENT CHECKS AND RELEASES**

1. As required by the Memorandum of Understanding, the Parties will exchange the Releases referenced in Part III B herein within two weeks after a favorable vote on a

resolution by the Village's Board of Trustees of the Settlement reflected in the Memorandum of Understanding. Said exchange shall be by overnight mail delivery of said Releases to counsel for the respective Parties.

2. The payments by Arben and WSP to VOM referenced in Part III A herein shall be made by overnight mail delivery to VOM's counsel within thirty (30) days after all releases provided for by this Agreement have been exchanged by the Parties.

3. The payment by VOM to Arben referenced in Part III A herein shall be made by overnight mail delivery to Arben's counsel within one week after the payment to VOM by Arben and WSP as provided in Paragraph 2 of this Part provided that Arben has satisfied the two liens and actions referenced below by providing VOM with duly executed notarized and filed satisfactions, cancellations of notice of pendency and stipulation of discontinuance with prejudice as set forth herein. If the two liens referenced below are not paid and the action and cross claim are not discontinued by the date payment is due to Arben then VOM shall pay the settlement payment to D'Amato & Lynch, as attorneys for Arben and D'Amato & Lynch shall hold the settlement in escrow until it delivers lien releases, stipulation of discontinuances and cancellation of notice of pendency. The following liens, notice of pendency and actions are unpaid, unresolved or on record as unsatisfied: (1) Byram Concrete & Supply LLC February 17, 2015 Notice of Lien, in the total amount of \$28,140.56 with August 26, 2015 Notice of Pendency filed under Westchester County Index No. 62117/2015 and Westchester County Supreme Court Action to foreclose upon the Notice of Lien filed under Westchester County Index No. 62117/2015; (2) Yaboo Fence Co., Inc. May 29, 2015 Notice of Lien in the amount of \$55,410.55 with cross claim to foreclose its lien against VOM filed in the Byram Concrete & Supply LLC litigation under Westchester County Supreme Court Index No. 62117/2015.

4. The Stipulation of Discontinuance referenced in Part III B herein shall be filed with the Court within five (5) business days after the Parties have completed the exchange and delivery of the Releases and the Settlement Funds.

**D. MISCELLANEOUS REPRESENTATIONS**

1. Each Party understands, acknowledges and agrees that this is a settlement of disputed claims and that the negotiation of the terms, conditions and other provisions of this Agreement, the content of this Agreement, the performance of this Agreement and all documents executed in connection with this Agreement and settlement or necessary to conclude this settlement, shall not be deemed or construed in any manner whatsoever to be an admission of wrongdoing, liability, error, omission, culpability, professional fault or malfeasance, or breach of any contractual, common law or statutory duty on the part of any Party hereto or used for any purpose other than the enforcement of the provisions hereof, provided, however, that nothing in this paragraph shall affect the validity of the provisions of the Agreement as set forth herein.

2. Integration. The Memorandum of Understanding and this Agreement sets forth the entire agreement between the Parties with regard to the subject matter hereof. In the event of a conflict between the Memorandum of Understanding and this Agreement the terms of the Memorandum of Understanding shall be controlling. All agreements, covenants, representations and warranties of the Parties, express and implied, oral and written, with regard to such subject matter are contained in this Agreement. No Party has relied upon any other agreements, covenants, representations, or warranties of the Parties, express or implied, oral or written, with respect to the subject matter of this Agreement. All prior and contemporaneous agreements, conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter hereof are waived, merged herein, and superseded by this Agreement.

3. Amendments. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all the Parties hereto.

4. Investigation and Consultation. The Parties each represent and warrant that they have performed a necessary and prudent investigation of the subject matter of this Agreement. The Parties further represent and warrant that they have read the entirety of this Agreement and that they fully understand and voluntarily accept all of the terms of this Agreement. The Parties also acknowledge and agree that they waive any right to contest the enforcement or terms of this Agreement on the ground that they did not understand this Agreement or its effect for any reason.

5. Benefits and Burdens. This Agreement shall be binding upon, and inure to the benefit of the Parties hereto and to each of their respective past and present officers, directors, stockholders, partners, employees, agents, consultants, attorneys, insurance carriers, representatives, predecessors in interest, subsidiaries, affiliates, successors in interest, assigns, and joint venturers.

6 Interpretation. Each of the Parties hereto has cooperated in the drafting and preparation of this Agreement. Consequently, the interpretation of this Agreement shall not be construed either “for” or “against” any particular party based upon their/his status as the drafter of any particular provision or this Agreement as a whole.

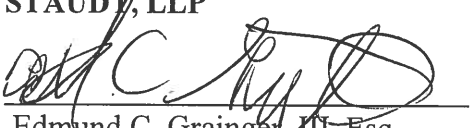
7. Captions. Titles or captions herein are inserted as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or any provision thereof.

8. Choice of law. This Agreement and the enforcement thereof shall be governed by the law of the State of New York. The Parties acknowledge and agree that the Supreme Court of the State of New York, County of Westchester, shall retain jurisdiction to

enforce this Agreement.

9. No third-party beneficiary rights. No third-party beneficiary rights and/or status shall be created by the terms of this Agreement.


10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall, together, constitute one and the same document. The Parties shall not be required to execute the same counterpart(s) of this Agreement in order for this Agreement to become effective. Delivery of an executed counterpart of this Agreement by telefacsimile or email shall be equally as effective as manual delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or email shall also deliver an original manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect of this Agreement.

<p><b>McCULLOUGH GOLDBERGER &amp; STAUDT, LLP</b></p> <p>By: </p> <p>Edmund C. Grainger, III, Esq. Attorney for Plaintiff The Village of Mamaroneck 1311 Mamaroneck Avenue, Suite 340 White Plains, New York 10605</p>	<p><b>D'AMATO &amp; LYNCH, LLP</b></p> <p>By: _____</p> <p>David A. Boyar, Esq. Attorney for Defendant Arben Group, LLC Two World Financial Center New York, New York 10281</p>
<p><b>MILBER MAKRIS PLOUSADIS &amp; SEIDEN, LLP</b></p> <p>By: _____</p> <p>Thomas H. Kukowski, Esq. Attorney for Defendant WSP USA Corp. 3 Barker Avenue, 6<sup>th</sup> Floor White Plains, New York 10601</p>	

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<b>McCULLOUGH GOLDBERGER &amp; STAUDT, LLP</b>  By: _____ Edmund C. Grainger, III, Esq. Attorney for Plaintiff The Village of Mamaroneck 1311 Mamaroneck Avenue, Suite 340 White Plains, New York 10605	<b>D'AMATO &amp; LYNCH, LLP</b>  By: _____ David A. Boyar, Esq. Attorney for Defendant Arben Group, LLC Two World Financial Center New York, New York 10281
<b>MILBER MAKRIS PLOUSADIS &amp; SEIDEN, LLP</b>  By:  _____ Thomas H. Kukowski, Esq. Attorney for Defendant WSP USA Corp. 3 Barker Avenue, 6 <sup>th</sup> Floor White Plains, New York 10601	

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<b>MILBER MAKRIS PLOUSADIS &amp; SEIDEN, LLP</b>  By: _____ Thomas H. Kukowski, Esq. Attorney for Defendant WSP USA Corp. 3 Barker Avenue, 6 <sup>th</sup> Floor White Plains, New York 10601	



# EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

-----  
THE VILLAGE OF MAMARONECK,

Plaintiff,

-against-

ARBEN GROUP, LLC and WSP USA CORP. f/k/a  
CHAS. H. SELLS, INC. d/b/a WSP SELLS,

Defendants.  
-----

X

:

: **Index No.: 71632/2014**

:

: **MEMORANDUM OF**

: **UNDERSTANDING OF THE**

: **CONFIDENTIAL**

: **MEDIATION**

:

:

:

:

:

:

X

**IT IS HEREBY STIPULATED AND AGREED** by and among all parties in the above referenced litigation that this matter is fully settled and resolved pursuant to the following terms and conditions:

1. Plaintiff THE VILLAGE OF MAMARONECK ("VOM") will cause to be placed on the calendar of the VOM Board of Trustees for June 13, 2016, the following terms of settlement:

- a. Defendant ARBEN GROUP, LLC ("Arben"), through its insurance carrier Riverstone Claims Management LLC, shall pay to VOM the sum of \$188,334.00;
- b. Defendant WSP USA CORP. f/k/a CHAS. H. SELLS, INC. d/b/a WSP SELLS ("WSP") shall pay to VOM the sum of \$175,000.00;
- c. VOM shall pay to Arben the sum of \$183,334.00;
- d. The parties shall exchange appropriate releases including, but not limited to, release of all claims, counterclaims and cross-claims, which have been asserted or could have been asserted in this litigation, with the exception of:
  - i. claims for defense and/or indemnification relating to third party claims for property damage, personal injury and/or wrongful death; and

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[Handwritten signatures and initials]

- ii. latent conditions unknown to VOM as of the date of the settlement. VOM represents that they are unaware of any other defects or deficiencies in Defendants' work as of this date;
  - e. Mayor Rosenblum and Trustee Finch agree to use best efforts to cause a favorable vote on a resolution containing the above-referenced terms and supporting the settlement; and
  - f. Assuming approval by VOM the parties will use best efforts to exchange releases within two weeks thereafter. Payments by Arben and WSP to VOM shall be made thirty (30) days thereafter. Payment by VOM to Arben shall be made one (1) week thereafter;
2. Arben shall deliver to VOM releases of lien or a lien discharge bond, to the extent applicable and if a lien currently exists, from Yaboo Fence, Byram Concrete, and any other lien of record from an Arben subcontractor or supplier;
  3. Defendants deny that any contracts were breached, that they committed any negligence and that they caused any delays in connection with the matters and transactions referenced in VOM's Complaint, and all parties agree that this settlement agreement shall not be construed, and is not an admission of, any liability whatsoever by any party hereto;
  4. Each party agrees that it will not disparage any other party in this litigation;
  5. This settlement shall not be the basis for a determination of non-responsibility of Arben by VOM to perform future work for VOM;
  6. The only VOM representative who may comment on this settlement to the media is the VOM Mayor; and

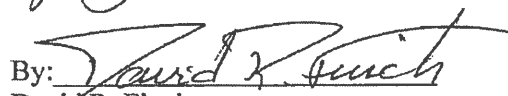
PR  
PMB  
PMB  
KOR  
EUB  
NC

7. Counsel will cooperate in drafting and executing appropriate Releases and drafting, executing and filing a Stipulation of Discontinuance with prejudice and without costs.

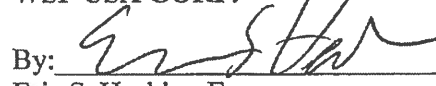
Dated: White Plains, New York  
June 1, 2016

**THE VILLAGE OF MAMARONECK**

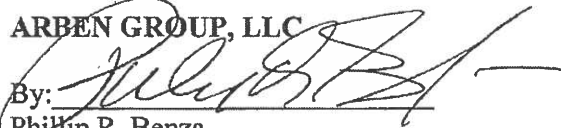
By:   
Mayor Norman S. Rosenblum

By:   
David R. Finch

**WSP USA CORP.**

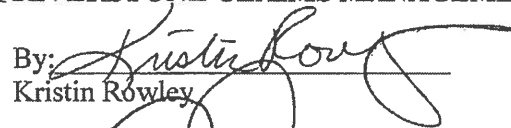
By:   
Eric S. Hechler, Esq.

**ARBEN GROUP, LLC**

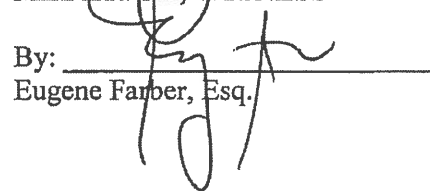
By:   
Phillip R. Benza

By:   
Robert R. Benza

**RIVERSTONE CLAIMS MANAGEMENT LLC**

By:   
Kristin Rowley

**MEDIATOR, WITNESS**

By:   
Eugene Farber, Esq.

# **EXHIBIT B**

## RELEASE

The Village of Mamaroneck as well as its respective heirs, executors, agents, administrators, successors, assigns, subrogors or subrogees, as the case may be (collectively “RELEASOR”), does forever release and absolutely and forever discharges Arben Group, LLC as well as its past and present affiliates, partners, shareholders, members, consultants, officers, directors, owners, boards, attorneys, insurance carriers, including Arben Surety, Seneca Insurance Co. Inc. under Bond # SUR9411702 agents, employees, thereof, including their successors and assigns (collectively “RELEASEE”), from all actions, causes of action, suits, rights duties, obligations, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, off-sets, variances, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, liabilities, executions, claims, costs, expenses, legal fees, losses and demands of any sort whatsoever, whether known or unknown, accrued or contingent, in law, admiralty or equity, from the beginning of time to the date of this Release, which were or could have been asserted in the lawsuit filed in the Supreme Court of the State of New York, Westchester County, by The Village of Mamaroneck against Arben Group, LLC and WSP USA CORP. f/k/a CHAS. H. SELLS, INC. d/b/a WSP SELLS, Index No., 71632/2014 and/or arising out of: (i) the demolition and replacement of the Jefferson Avenue Bridge in Mamaroneck, New York (the “Project”); (ii) a contract between the Village of Mamaroneck and WSP-Sells, dated on or about October 5, 2010, related to design services for the Project; (iii) a contract between the Village of Mamaroneck and WSP-Sells, dated on or about September 26, 2012, related to part-time construction inspection and support services for the Project; and (iii) a contract between the Village of Mamaroneck and Arben Group, LLC, signed by the Village of Mamaroneck on or about September 4, 2012, related to construction services for the Project, with the exception of: (a) claims for defense and/or indemnification relating to third-party claims for

property damage, personal injury and/or wrongful death, and latent conditions and defects unknown to the Village of Mamaroneck as of the date of this Release; and (b) any breach by the Releasee of the terms and provisions of the June 1, 2016 Memorandum of Understanding and the June 20, 2016 Settlement Agreement by and between Releasor and Releasee. The Village of Mamaroneck represents that it is unaware of any such latent conditions and defects in Arben's work except those that were the subject matter of the Lawsuit referenced above and which are the subject matter of this Release. RELEASOR warrants and represents that it has the authority to release the RELEASEE in the manner set forth in this paragraph.

THE VILLAGE OF MAMARONECK  
By: Richard Slingerland  
Richard Slingerland, Village Manager

STATE OF New York            )  
  ) ss  
COUNTY OF Westchester:    )

On the 30<sup>th</sup> day of June, before me personally came Richard Slingerland, to me known, who, by me duly sworn, did depose and say that deponent resides at Ossining, N.Y., that deponent is the Village Manager of The Village of Mamaroneck, the municipality described in, and which executed the foregoing Release.

Sharon Hyder  
Notary Public

SHARON HYDER  
Notary Public, State of New York  
No. 01HY6097054  
Qualified in Orange County  
Commission Expires: August 18, 20 19

# EXHIBIT C




## RELEASE

The Village of Mamaroneck as well as its respective heirs, executors, agents, administrators, successors, assigns, subrogors or subrogees, as the case may be (collectively "RELEASOR"), does forever release and absolutely and forever discharges WSP USA Corp. f/k/a Chas. H. Sells, Inc. d/b/a WSP SELLS and WSP-Sells as well as its past and present affiliates, partners, shareholders, members, consultants, officers, directors, owners, boards, attorneys, insurance carriers, including Arben Surety, Seneca Insurance Co. Inc. under Bond # SUR9411702 agents, employees, thereof, including their successors and assigns (collectively "RELEASEE"), from all actions, causes of action, suits, rights duties, obligations, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, off-sets, variances, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, liabilities, executions, claims, costs, expenses, legal fees, losses and demands of any sort whatsoever, whether known or unknown, accrued or contingent, in law, admiralty or equity, from the beginning of time to the date of this Release, which were or could have been asserted in the lawsuit filed in the Supreme Court of the State of New York, Westchester County, by The Village of Mamaroneck against Arben Group, LLC and WSP USA CORP. f/k/a CHAS. H. SELLS, INC. d/b/a WSP SELLS, Index No., 71632/2014 and/or arising out of: (i) the demolition and replacement of the Jefferson Avenue Bridge in Mamaroneck, New York (the "Project"); (ii) a contract between the Village of Mamaroneck and WSP-Sells, dated on or about October 5, 2010, related to design services for the Project; (iii) a contract between the Village of Mamaroneck and WSP-Sells, dated on or about September 26, 2012, related to part-time construction inspection and support services for the Project; and (iii) a contract between the Village of Mamaroneck and Arben Group, LLC, signed by the Village of Mamaroneck on or about September 4, 2012, related to construction services for the Project, with the exception of: (a) claims for defense and/or

indemnification relating to third-party claims for property damage, personal injury and/or wrongful death, and latent conditions and defects unknown to the Village of Mamaroneck as of the date of this Release; and (b) any breach by the Releasee of the terms and provisions of the June 1, 2016 Memorandum of Understanding and the June 20, 2016 Settlement Agreement by and between Releasor and Releasee. The Village of Mamaroneck represents that it is unaware of any such latent conditions and defects in WSP USA Corp. f/k/a Chas. H. Sells, Inc. d/b/a WSP SELLS and WSP-Sells's work except those that were the subject matter of the Lawsuit referenced above and which are the subject matter of this Release. RELEASOR warrants and represents that it has the authority to release the RELEASEE in the manner set forth in this paragraph.

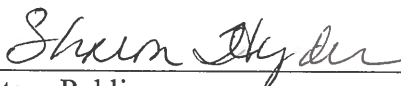
THE VILLAGE OF MAMARONECK

By:

  
Richard Slingerland, Village Manager

STATE OF New York            )  
  ) ss  
COUNTY OF Westchester:    )

On the 30<sup>th</sup> day of June, before me personally came Richard Slingerland, to me known, who, by me duly sworn, did depose and say that deponent resides at Ossining, NY, that deponent is the Village Manager of The Village of Mamaroneck, the municipality described in, and which executed the foregoing Release.

  
Notary Public

SHARON HYDER  
Notary Public, State of New York  
No. 01HY60970F4  
Qualified in Orange County  
Commission Expires: August 18, 20 19

# EXHIBIT D

## RELEASE

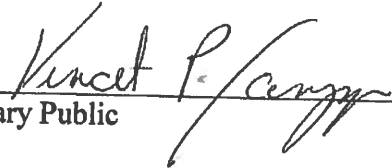
(original release by Arben in favor of VOM)

Arben Group, LLC as well as its respective heirs, executors, agents, administrators, successors, assigns, subrogors or subrogees, as the case may be (collectively "RELEASOR"), does forever release and absolutely and forever discharge The Village of Mamaroneck, as well as its past and present affiliates, partners, shareholders, consultants, officers, insurance carriers, agents, employees, thereof, including their successors and assigns (collectively "RELEASEE"), from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, off-sets, variances, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, liabilities, executions, claims, costs, expenses, legal fees, losses and demands of any sort whatsoever, whether known or unknown, accrued or contingent, in law, admiralty or equity, from the beginning of time to the date of this Release, which were or could have been asserted in the lawsuit filed in the Supreme Court of the State of New York, Westchester County, by The Village of Mamaroneck against Arben Group, LLC and WSP USA CORP. f/k/a CHAS. H. SELLS, INC. d/b/a WSP SELLS, Index No., 71632/2014, with the exception of: (a) claims for defense and/or indemnification relating to third party claims for property damage, personal injury and/or wrongful death; and (b) any breach by the Releasee of the terms and provisions of the June 1, 2016 Memorandum of Understanding and the June 20, 2016 Settlement Agreement by and between Releasor and Releasee. RELEASOR warrants and represents that it has the authority to release the RELEASEE in the manner set forth in this paragraph.

By:  ARBEN GROUP, LLC  
Philip R. Benza 6/27/16

STATE OF New York,       )  
  ) ss  
COUNTY OF Westchester: )

On the 27<sup>th</sup> day of June, before me personally came Philip R. Benza, to me known, who, by me duly sworn, did depose and say that deponent resides in Westchester County, that deponent is a Managing Member of Arben Group, LLC, the entity described in, and which executed the foregoing Release.

  
\_\_\_\_\_  
Notary Public

VINCENT P. CANNIZZARO  
Notary Public, State of New York  
No. 01CA6062584  
Qualified in Westchester County  
Commission Expires Aug. 13, 2017

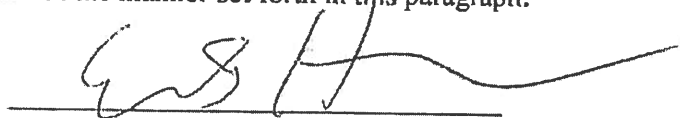
# EXHIBIT E

## RELEASE

(original release by WSP in favor of VOM)

WSP USA Corp. f/k/a Chas. H. Sells, Inc. d/b/a WSP SELLS and WSP-Sells as well as its respective heirs, executors, agents, administrators, successors, assigns, subrogors or subrogees, as the case may be (collectively "RELEASOR"), does forever release and absolutely and forever discharge The Village of Mamaroneck, as well as its past and present affiliates, partners, shareholders, consultants, officers, insurance carriers, agents, employees, thereof, including their successors and assigns (collectively "RELEASEE"), from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, off-sets, variances, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, liabilities, executions, claims, costs, expenses, legal fees, losses and demands of any sort whatsoever, whether known or unknown, accrued or contingent, in law, admiralty or equity, from the beginning of time to the date of this Release, which were or could have been asserted in the lawsuit filed in the Supreme Court of the State of New York, Westchester County, by The Village of Mamaroneck against Arben Group, LLC and WSP USA CORP. f/k/a CHAS. H. SELLS, INC. d/b/a WSP SELLS, Index No., 71632/2014, with the exception of: (a) claims for defense and/or indemnification relating to third party claims for property damage, personal injury and/or wrongful death; and (b) any breach by the Releasee of the terms and provisions of the June 1, 2016 Memorandum of Understanding and the June 20, 2016 Settlement Agreement by and between Releasor and Releasee. RELEASOR warrants and represents that it has the authority to release the RELEASEE in the manner set forth in this paragraph.

By:



Eric Hechler

STATE OF New York,       )  
                                      ) ss  
COUNTY OF New York:    )

On the 29<sup>th</sup> day of June, before me personally came Eric Hechler, to me known, who, by me duly sworn, did depose and say that deponent resides at \_\_\_\_\_, that deponent is the Chief Counsel of \_\_\_\_\_, the entity described in, and which executed the foregoing Release.

Cary M. Siegel  
Notary Public

CARY M. SIEGEL  
Notary Public, State of New York  
No. 24-4805709  
Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires January 31, 2019



# EXHIBIT F

## RELEASE

### (original release by Arben in favor of WSP)

Arben Group, LLC as well as its respective heirs, executors, agents, administrators, successors, assigns, subrogors or subrogees, as the case may be (collectively "RELEASOR"), does forever release and absolutely and forever discharge WSP USA Corp. f/k/a Chas. H. Sells, Inc. d/b/a WSP SELLS and WSP-Sells, as well as its past and present affiliates, partners, shareholders, consultants, officers, insurance carriers, agents, employees, thereof, including their successors and assigns (collectively "RELEASEE"), from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, off-sets, variances, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, liabilities, executions, claims, costs, expenses, legal fees, losses and demands of any sort whatsoever, whether known or unknown, accrued or contingent, in law, admiralty or equity, from the beginning of time to the date of this Release, which were or could have been asserted in the lawsuit filed in the Supreme Court of the State of New York, Westchester County, by The Village of Mamaroneck against Arben Group, LLC and WSP USA CORP. f/k/a CHAS. H. SELLS, INC. d/b/a WSP SELLS, Index No., 71632/2014, with the exception of: (a) claims for defense and/or indemnification relating to third party claims for property damage, personal injury and/or wrongful death; and (b) any breach by the Releasee of the terms and provisions of the June 1, 2016 Memorandum of Understanding and the June 20, 2016 Settlement Agreement by and between Releasor and Releasee. RELEASOR warrants and represents that it has the authority to release the RELEASEE in the manner set forth in this paragraph.

By:

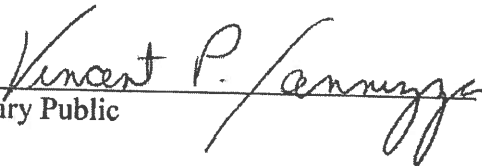
ARBEN GROUP, LLC

  
Philip R. Benza

6/27/16

STATE OF New York,       )  
  ) ss  
COUNTY OF Westchester: )

On the 27<sup>th</sup> day of June, before me personally came Philip R. Benza, to me known, who, by me duly sworn, did depose and say that deponent resides in Westchester County, that deponent is a Managing Member of Arben Group, LLC, the entity described in, and which executed the foregoing Release.

  
\_\_\_\_\_  
Notary Public

VINCENT P. CANNIZZARO  
Notary Public, State of New York  
No. 01CA6062584  
Qualified in Westchester County  
Commission Expires Aug. 13, 2017


# EXHIBIT G

## RELEASE

(original release by WSP in favor of Arben)

WSP USA Corp. f/k/a Chas. H. Sells, Inc. d/b/a WSP SELLS and WSP-Sells as well as its respective heirs, executors, agents, administrators, successors, assigns, subrogors or subrogees, as the case may be (collectively "RELEASOR"), does forever release and absolutely and forever discharge Arben Group, LLC, as well as its past and present affiliates, partners, shareholders, consultants, officers, insurance carriers, agents, employees, thereof, including their successors and assigns (collectively "RELEASEE"), from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, off-sets, variances, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, liabilities, executions, claims, costs, expenses, legal fees, losses and demands of any sort whatsoever, whether known or unknown, accrued or contingent, in law, admiralty or equity, from the beginning of time to the date of this Release, which were or could have been asserted in the lawsuit filed in the Supreme Court of the State of New York, Westchester County, by The Village of Mamaroneck against Arben Group, LLC and WSP USA CORP. f/k/a CHAS. H. SELLS, INC. d/b/a WSP SELLS, Index No., 71632/2014, with the exception of: (a) claims for defense and/or indemnification relating to third party claims for property damage, personal injury and/or wrongful death; and (b) any breach by the Releasee of the terms and provisions of the June 1, 2016 Memorandum of Understanding and the June 20, 2016 Settlement Agreement by and between Releasor and Releasee. RELEASOR warrants and represents that it has the authority to release the RELEASEE in the manner set forth in this paragraph.

By:



Eric Hechler

STATE OF New York,       )  
  ) ss  
COUNTY OF New York:    )

On the 29<sup>th</sup> day of June, before me personally came Eric Heckler, to me known, who, by me duly sworn, did depose and say that deponent resides at \_\_\_\_\_, that deponent is the Chief Counsel, the entity described in, and which executed the foregoing Release.

Cary M. Siegel  
Notary Public

CARY M. SIEGEL  
Notary Public, State of New York  
No. 24-4805709  
Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires January 31, 2019

## **RELEASE**

### **(original release by WSP in favor of Arben)**

WSP USA Corp. f/k/a Chas. H. Sells, Inc. d/b/a WSP SELLS and WSP-Sells as well as its respective heirs, executors, agents, administrators, successors, assigns, subrogors or subrogees, as the case may be (collectively "RELEASOR"), does forever release and absolutely and forever discharge Arben Group, LLC, as well as its past and present affiliates, partners, shareholders, consultants, officers, insurance carriers, agents, employees, thereof, including their successors and assigns (collectively "RELEASEE"), from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, off-sets, variances, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, liabilities, executions, claims, costs, expenses, legal fees, losses and demands of any sort whatsoever, whether known or unknown, accrued or contingent, in law, admiralty or equity, from the beginning of time to the date of this Release, which were or could have been asserted in the lawsuit filed in the Supreme Court of the State of New York, Westchester County, by The Village of Mamaroneck against Arben Group, LLC and WSP USA CORP. f/k/a CHAS. H. SELLS, INC. d/b/a WSP SELLS, Index No., 71632/2014, with the exception of: (a) claims for defense and/or indemnification relating to third party claims for property damage, personal injury and/or wrongful death; and (b) any breach by the Releasee of the terms and provisions of the June 1, 2016 Memorandum of Understanding and the June 20, 2016 Settlement Agreement by and between Releasor and Releasee. RELEASOR warrants and represents that it has the authority to release the RELEASEE in the manner set forth in this paragraph.

By: \_\_\_\_\_

Eric Hechler

STATE OF New York,       )  
  ) ss  
COUNTY OF New York:    )

On the \_\_\_\_ day of June , before me personally came \_\_\_\_\_ , to me known, who, by me duly sworn, did depose and say that deponent resides at \_\_\_\_\_ , that deponent is the \_\_\_\_\_, the entity described in, and which executed the foregoing Release.

\_\_\_\_\_  
Notary Public



# EXHIBIT H

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

----- X  
THE VILLAGE OF MAMARONECK,

Plaintiff,

-against-

ARBEN GROUP, LLC and WSP USA CORP. f/k/a  
CHAS. H. SELLS, INC. d/b/a WSP SELLS,

Defendants.  
----- X

**Index No.: 71632/2014**

**STIPULATION OF  
DISCONTINUANCE  
WITH PREJUDICE**

**IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, the attorneys of record for the parties that whereas no party hereto is an infant, incompetent person for whom a committee has been appointed or conservatee and no person not a party has an interest in the subject matter of the action, Plaintiff's claims herein against the Defendants, Defendants' Counterclaims against the Plaintiff, and Defendants' cross-claims against each other be, and the same hereby are discontinued with prejudice, without costs as against the other. This Stipulation may be filed with the Court without further notice to any Party.

Dated: New York, New York  
June \_\_, 2016

**D'AMATO & LYNCH, LLP**

**McCULLOUGH GOLDBERGER &  
STAUDT, LLP**

By:



David A. Boyar, Esq.  
Attorney for Defendant  
ARBEN GROUP, LLC  
Two World Financial Center  
New York, New York 10281

By:

Edmund C. Grainger, III, Esq.  
Attorney for Plaintiffs  
VILLAGE OF MAMARONECK  
1311 Mamaroneck Avenue,  
Suite 340  
White Plains, New York 10605

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

----- X  
THE VILLAGE OF MAMARONECK,

Plaintiff,

-against-

ARBEN GROUP, LLC and WSP USA CORP. f/k/a  
CHAS. H. SELLS, INC. d/b/a WSP SELLS,

Defendants.  
----- X

**Index No.: 71632/2014**

**STIPULATION OF  
DISCONTINUANCE  
WITH PREJUDICE**

**IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, the attorneys of record for the parties that whereas no party hereto is an infant, incompetent person for whom a committee has been appointed or conservatee and no person not a party has an interest in the subject matter of the action, Plaintiff's claims herein against the Defendants, Defendants' Counterclaims against the Plaintiff, and Defendants' cross-claims against each other be, and the same hereby are discontinued with prejudice, without costs as against the other. This Stipulation may be filed with the Court without further notice to any Party.

Dated: New York, New York  
June \_\_\_, 2016

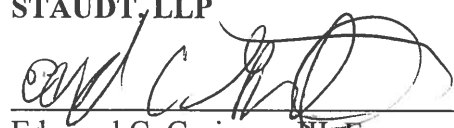
**D'AMATO & LYNCH, LLP**

By: \_\_\_\_\_


David A. Boyar, Esq.  
Attorney for Defendant  
ARBEN GROUP, LLC  
Two World Financial Center  
New York, New York 10281

**McCULLOUGH GOLDBERGER &  
STAUDT, LLP**

By: \_\_\_\_\_

  
Edmund C. Grainger, III, Esq.  
Attorney for Plaintiffs  
VILLAGE OF MAMARONECK  
1311 Mamaroneck Avenue,  
Suite 340  
White Plains, New York 10605

**MILBER MAKRIS PLOUSADIS &  
SEIDEN, LLP**

By:   
Thomas H. Kukowski, Esq.  
Attorneys for Defendant  
WSP USA Corp.  
3 Barker Avenue, 6<sup>th</sup> Floor  
White Plains, New York 10601