SETTLEMENT AGREEMENT

This agreement is made and entered into by and between the State Board of Examiners of Architects (hereinafter "BOARD") and Gregor W. Touchman (hereinafter "TOUCHMAN") on the 3rd day of May, 1993.

WHEREAS, a disagreement has arisen between TOUCHMAN and the BOARD regarding alleged violation(s) by TOUCHMAN of R.C. 4703.15 and R.C. 4703.18, arising out of TOUCHMAN's allegedly providing architectural services in Ohio through a firm which did not maintain a certificate of authorization, and aiding and abetting another person not registered as an architect in the practice of architecture in Ohio; and

WHEREAS, the BOARD has initiated an investigation of the alleged violation(s) by MILLER; and

WHEREAS, the BOARD and TOUCHMAN desire to resolve the above mentioned disagreement without formal legal proceedings.

NOW THEREFORE, in consideration of the various promises and mutual covenants contained herein, the BOARD and TOUCHMAN agree as follows:

1. TOUCHMAN hereby agrees not to enter upon or engage in the practice of architecture through a firm which does not maintain a certificate of authorization, or to aid and abet another person or firm not registered to practice or provide architectural services in Ohio; and

2. The BOARD agrees not to initiate any legal action or proceeding against TOUCHMAN pursuant to R.C. 4703.181, R.C.

4703.99, or R.C. 4703.07 as a result of TOUCHMAN's allegedly holding himself out as providing architectural services; and

3. This Settlement Agreement is not intended to be and is not deemed to be evidence of nor an admission of any violation of law on the part of TOUCHMAN, the same being expressly denied, but constitutes a compromise and settlement of a disputed matter between the parties and operates as a release of all claims of TOUCHMAN against the Board, its members, employees, agents and any agency, instrumentality or political subdivision of the State of Ohio, known or unknown, that participated in the above-referenced investigation or settlement of this dispute giving rise to the alleged liability of TOUCHMAN for the alleged violation(s) herein; and

4. The BOARD and TOUCHMAN acknowledge that the facts upon which this agreement is made may hereafter prove to be other or different from the facts now known or believed to be true. The BOARD and TOUCHMAN mutually assume the risk of the facts proving to be different and each party agrees that all terms of this Settlement Agreement shall be binding in all respects and not subject to termination or recission by reason of any such difference in facts; and

5. The BOARD and TOUCHMAN agree that the terms of this agreement bind the parties hereto, their successors, assigns and the like; and

6. This agreement:

a. contains the entire agreement between the parties, and it is expressly understood and agreed that no promises,

provisions, terms, warranties, conditions or obligations whatever, either expressed or implied, other than herein set forth, shall be binding on any of the parties;

b. shall be governed by the laws of the State of Ohio, this transaction bearing a reasonable relation to said state.

7. It is hereby understood that this Settlement Agreement shall not be binding on any of the parties unless it has been signed and executed by the parties below. If the parties are unable to reach an agreement on the terms herein, or the Settlement Agreement is rejected by the BOARD, this document shall become null and void without any force or effect. Signature by the Executive Secretary of the Board on this document does not indicate approval or execution of this agreement by the BOARD. The BOARD's approval shall be designated by a majority vote of the BOARD at a board meeting at which this agreement is considered.

8. This document shall be considered a public record in accordance with R.C. 149.43.

	STATE BOARD OF EXAMINERS OF ARCHITECTS
BY: Gregor W. Touchman	BY: William N. Wilcox
GREGOR W. TOUCHMAN	WILLIAM N. WILCOX Executive Secretary
DATE: 5/3/93	DATE: 11/12/93