SETTLEMENT AGREEMENT

This agreement is made and entered into by and between the State Board of Examiners of Architects (hereinafter "BOARD") and C. ANTHONY UDEABALA (hereinafter "UDEABALA") on the 4th day of November, 1991.

WHEREAS, a disagreement has arisen between UDEABALA and the BOARD regarding alleged violation(s) by UDEABALA of R.C. 4703.06 and R.C. 4703.18, arising out of UDEABALA's allegedly holding themselves out through advertising the providing of architectural services (SEE EXHIBIT A); and

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

WHEREAS, the BOARD and UDEABALA 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 UDEABALA agree as follows:

1. UDEABALA hereby agrees not to enter upon or engage in the practice of architecture, or hold themselves out as an architect or registered architect or advertise in any way the providing architectural services until such time as they are in compliance with the provisions of R.C. 4703.01 to R.C. 4703.19, inclusive; and

2. The BOARD agrees not to initiate any legal action or proceeding against UDEABALA pursuant to R.C. 4703.181, R.C. 4703.99, or R.C. 4703.07 as a result of UDEABALA's allegedly holding themselves out as providing the architectural services that gave rise to this dispute; 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 UDEABALA, 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 UDEABALA 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 UDEABALA for the alleged violation(s) herein; and

4. The BOARD and UDEABALA 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 UDEABALA 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 UDEABALA 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.

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

STATE BOARD OF EXAMINERS
OF ARCHITECTS

BY: _____
C. ANTHONY UDEABALA

BY: _____
WILLIAM N. WILCOX
Executive Secretary

DATE: 11/4/91

DATE: Nov. 25, 1991

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