SETTLEMENT AGREEMENT

NOV 30

This agreement is made and entered into by and between the State Board of Examiners of Architects (hereinafter "BOARD") and JOSEPH S. NOVITSKY hereinafter ("NOVITSKY") on the 28 day of NOVEMBER, 1995.

WHEREAS, the BOARD has received evidence that NOVITSKY has violated Ohio R.C. 4703.06 and R.C. 4703.18, by NOVITSKY providing or holding himself out as being able to provide architectural services in Ohio at a time during which he was not licensed to practice architecture by the BOARD; and

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

WHEREAS, the BOARD and NOVITSKY desire to resolve the above mentioned investigation without formal legal proceedings.

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

1. NOVITSKY hereby agrees not to enter upon or engage in the practice of architecture in the state of Ohio or hold himself out as an architect or registered architect in the state of Ohio or advertise in any way the providing of architectural services in the state of Ohio until such time as he is in compliance with the provisions of Ohio R.C. 4703.01 to R.C. 4703.19; inclusive; and

2. The Board agrees not to initiate any legal action or proceeding against NOVITSKY pursuant to R.C. 4703.181, R.C. 4703.99, or R.C. 4703.07 at this time as a result of NOVITSKY's providing and holding himself out as providing architectural services in the state of Ohio; and

3. If NOVITSKY applies in the future for a reciprocal license or registration to practice architecture in the state of Ohio, the BOARD may consider evidence of NOVITSKY's violations of Ohio R.C. and A.C. Chapters 4703 in determining whether or not an Ohio license or registration should be issued to NOVITSKY under Ohio R.C. section 4703.06 and 4703.18.

4. The BOARD and NOVITSKY 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 NOVITSKY 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 recision by reason of any such difference in facts; and

5. The BOARD and NOVITSKY 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 those 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 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 Ohio R.C. 149.43.

STATE BOARD OF EXAMINERS
OF ARCHITECTS

BY: _____
JOSEPH S. NOVITSKY

DATE: 11-28-95

BY: _____
WILLIAM N. WILCOX
Executive Secretary

DATE: 1/31/96