

COMPROMISE, SETTLEMENT AND RELEASE AGREEMENT

This Compromise, Settlement and Release Agreement is entered into by and between ROEBER'S, INCORPORATED ("Roeber's"), ROEBBELEN CONTRACTING, INC. ("Roebbelen"), CONTINENTAL CASUALTY COMPANY ("Continental") and the CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT ("the District") and is effective as of the date of signature of the last signing party (Roeber's, Roebbelen, Continental and the District are sometimes referred to collectively herein as "the Parties").

WHEREAS, Plaintiff Roeber's brought against Defendants Roebbelen, Continental and the District, a Complaint filed in the Alameda County Superior Court on or about January 5, 2011, Case Number RG11554509 (the "Complaint"); and

WHEREAS, the Parties desire to effect a full and complete settlement and compromise of all the issues encompassed by said Complaint.

The undersigned Parties hereby agree and represent as follows:

1. Plaintiff Roeber's shall dismiss with prejudice the above-described Complaint in its entirety against all Defendants, upon execution of this Agreement and (i) the payment by Roebbelen of the total sum of Fifty Five Thousand and Eighty-Nine Dollars and Five Cents (\$55,089.05) to Roeber's; (ii) the payment by Roebbelen, via joint check payable to Roeber's and WHCI as a supplier to Roeber's and on behalf of Roeber's, of the amount of Seven Thousand, Six Hundred and Twenty-Nine Dollars and Fifty-Six Cents (\$7,629.56) to WHCI, PO Box 256, Union City, CA 94857; and (iii) the payment by Roebbelen, via joint check payable to Roeber's and Insulation Specialties, Inc. as a supplier to Roeber's and on behalf of Roeber's of the amount of Nine Thousand, Four Hundred and Ninety-Six Dollars Exactly (\$9,496.00) to Insulation

Specialties, Inc., 2142 Rheem Drive, Suite A, Pleasanton, CA 94588, and as further set forth herein in Paragraphs 5 and 9 below.

2. Roeber's expressly authorizes Roebbelen to make the payments on behalf of Roeber's to WHCI and Insulation Specialties, Inc. as set forth in Paragraph 1 above and Paragraph 9 below.

3. Roeber's expressly agrees to cooperate in the negotiation of the joint checks issued on its behalf by Roebbelen to WHCI and Insulation Specialties, Inc. and to endorse and forward said checks to WHCI and Insulation Specialties, Inc. immediately upon receipt.

4. The Parties, for themselves and for their heirs, successors, legal representatives, and assigns, hereby release and forever discharge each other and their heirs, personal representatives, successors, and assigns from any and all claims, demands, actions or causes of action, known or unknown, including all damages arising out of or in any way connected with or resulting from any and all issues embraced by the Complaint.

5. As consideration for this Release, Roebbelen shall pay (i) the total sum of Fifty Five Thousand and Eighty-Nine Dollars and Five Cents (\$55,089.05) to Roeber's; (ii) the total sum of Seven Thousand, Six Hundred and Twenty-Nine Dollars and Fifty-Six Cents (\$7,629.56) on behalf of Roeber's via joint check to Roeber's and WHCI; and (iii) the total sum of Nine Thousand, Four Hundred and Ninety-Six Dollars Exactly (\$9,496.00) on behalf of Roeber's via joint check to Roeber's and Insulation Specialties, Inc.

6. In further consideration for this Release, Roeber's agrees and covenants to defend, indemnify and hold harmless Roebbelen and Continental from all claims, demands and causes of action arising from or related to the Chabot College Community & Student Services Center

Project located at 25555 Hesperian Boulevard, Hayward, CA asserted by any of Roeber's Incorporated's subcontractors, sub-suppliers, material suppliers or other sub-vendors of any tier or any other such claimants.

7. The Parties agree that each party shall bear its own attorney's fees and costs incurred related to Complaint.

8. The Parties understand that time is of the essence in the execution of this Agreement and the transmittal of the settlement draft between the Parties.

9. Within ten (10) days after payment of the check by Roeber's or Roeber's' bank, Roeber's shall file a Request for Dismissal with Prejudice of the entire Complaint against all Defendants in the action described on Page 1 of this Agreement.

10. Subject only to the exception stated hereinbelow in Paragraph 11, each Party expressly waives any rights it could claim under the provisions of Section 1542 of the California Civil Code, which provides that unknown claims are not affected by a general release, as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.

The Parties realize that the facts upon which the foregoing settlement is based may hereafter turn out to be other than or different from the facts now known by the Parties or believed by them to be true. Each Party accepts and assumes the risk of the facts so turning out to be different, and each Party agrees, for the purposes of bringing a final end to the subject dispute, that this Agreement shall be in all respects effective and not be subject to termination, rescission, modification, or reformation by reason of any change in facts or in the Parties' knowledge of or perception of the facts.

11. The Parties agree that the waiver of claims, including the waiver of Civil Code Section 1542 does not include, but rather excludes, any express contractual warranties under either the contract, latent defects and/or other applicable statutory provision claims by the Parties.

12. By entering into this Agreement, no Party hereto admits any liability to the other for any claims or any wrongdoing either legal or equitable or statutory. Rather, the Parties desire to avoid the expense, cost and uncertainty of any hearing, litigation or any other proceeding related to the Property which would require further costs of prosecution and/or defense of claims.

13. Each of the Parties to this Agreement represents and warrants that they have not sold, assigned, transferred, conveyed or otherwise disposed of any claim or demand relating to any matter covered by this Agreement.

14. This Agreement may be executed in multiple originals, each of which is equally admissible into evidence, and each original shall fully bind each party who has executed it. This agreement will be deemed as drafted by all Parties and will not be construed or interpreted against any party as its drafter.

15. This Agreement shall be construed pursuant to the laws of the State of California.

16. In the event any provision of this Agreement or the application of any such provision shall be held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement shall remain in full force and effect.

17. Each party to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

18. This written Agreement shall represent the entire agreement between the Parties

resolving this dispute and any changes to this Agreement must be in writing and fully executed by all Parties thereto. The terms and conditions of this Agreement are a contract. This Agreement is executed without reliance upon any representation by any persons or entities concerning the nature or extent of any injuries or legal liability therefore. The undersigned have carefully read this Agreement, understand its contents, and execute this Agreement of their own volition.

19. Should a dispute arise regarding this Agreement between the Parties thereto, the prevailing party shall be entitled to reasonable attorney fees, other allocable costs, and legal costs. This Paragraph shall be applicable to the entire Agreement.

20. This Agreement shall become effective immediately upon execution and is entered and executed by these signatories in Sacramento, County of El Dorado, State of California.

21. By executing this Agreement, the Parties represent that they understand completely that they have the right to seek the advice of legal counsel concerning the terms, conditions and implications of this Agreement, have sought the advice of and consulted with legal counsel regarding the terms, conditions and implications of this Agreement, and/or that in the event that a Party to this Agreement has elected not to seek the advice of legal counsel concerning the terms, conditions and implications of this Agreement, that that Party also hereby represents that it has elected not to do so voluntary and in full understanding of its known rights.

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22. The Parties each hereby represent that they have entered into this Agreement and agreed to the terms and conditions herein of their own volition.

Dated: _____

By: _____

Name: _____
Title: _____
ROEBER'S INCORPORATED

Dated: _____

By: _____

Kenneth Wenham
Vice-President
ROEBBELEN CONTRACTING,
INC.

Dated: _____

By: _____

Douglas Mraz
Surety Claims Counsel
CONTINENTAL CASUALTY
COMPANY

Dated: _____

By: _____

Name: _____
Title: _____
CHABOT-LAS POSITAS
COMMUNITY COLLEGE
DISTRICT

APPROVED AS TO FORM:

Dated: _____

By: _____

DANA R. COREY
Counsel for Plaintiff ROEBER'S
INCORPORATED

Dated: _____

By: _____

DAVID H. BARTHOLOMEW
Counsel for ROEBBELEN
CONTRACTING, INC.

Dated: _____

By: _____

DAVID H. BARTHOLOMEW
Counsel for CONTINENTAL
CASUALTY COMPANY

Dated: _____

By: _____

MARK S. WILLIAMS
Counsel for CHABOT-LAS
POSITAS COMMUNITY
COLLEGE DISTRICT