

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is entered into on this 12 day of December, 2019, between Yolanda Bracetty; Justin Kennedy and Linda Lou Fekety; Justine Reynolds Nieves; Patricia Rowe; Tara Brown and Zachary Chartier; Noel Andrew Wingert and Stephanie Martinez (collectively, "Plaintiffs"), on the one hand, and Vision Property Management, LLC; VPM Holdings, LLC; RVFM 11 Series, LLC; RVFM 13 Series, LLC; RV Holdings Three, LLC; RV Holdings Eleven, LLC; Kaja Holdings 2, LLC; DSV SPV 1, LLC; DSV SPV 2, LLC; DSV SPV 3, LLC; Alan Investments III, LLC; PA Seven, LLC; Alex Szkaradek; Antoni Szkaradek; and Steven Randall (collectively, "Vision"), on the other hand. Both Plaintiffs and Vision may, at times in this Agreement, be referred to as a "Party" or the "Parties."

WHEREAS, a dispute arose between the Parties over various contracts involving various residences located in the City of Youngstown, Ohio between the various Plaintiffs and the various corporate Vision parties, which were part of a multi-party lawsuit captioned *Bracetty, et al. v. Vision Property Management, et al.*, No. 2018-CV-02562, currently pending in the Mahoning County Court of Common Pleas ("Court"), in which the Plaintiffs are the named plaintiffs (the "Lawsuit");

WHEREAS, Vision denies any and all wrongdoing alleged in the Lawsuit, and, by entering into this Agreement, does not admit to any liability in connection therewith;

WHEREAS, the Parties wish to resolve the Lawsuit without the time, cost, expense, and uncertainty of litigation; and

NOW THEREFORE, in consideration of the above, and for other good and valuable consideration, Plaintiffs and Vision agree as follows:

1. **Settlement and Compromise.**

- 1.1. Vision will pay the usual and customary court costs reflected on the docket when the Judgment is entered on the docket.
- 1.2. Vision will pay in its entirety the cost for the private mediator, which is \$3,500.00.

2. **Effective Date.** This Agreement will be effective as of the last date signed by the Parties below (the "Effective Date").

3. **Payment of Funds.**

- 3.1. Payment of the Settlement Amount to Plaintiffs is contingent on the following:
 - 3.1.1. The execution of this Agreement; and

3.1.2. Community Legal Aid Services, Inc. providing Vision a complete, certified copy of Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification.

3.2. If the contingencies in Section 3.1.1 and 3.1.2 are satisfied, Vision will pay Plaintiffs the sum of \$260,000.00 (the "Settlement Amount"). The Settlement Amount will be issued to Plaintiffs, through their counsel via wire transfer, on December 16, 2019.

4. **Mutual Release.** Subject to the Parties' performance of their duties under this Agreement, each party to this Agreement hereby agrees to release the other parties, jointly and severally, including their shareholders, officers, employees, agents, representatives, trustees, directors, insurers, affiliates, subsidiaries, parent companies, successors, assigns, heirs, executors, administrators, and personal representatives from all claims any one of them has or may have against any other one of them from the beginning of time up through and including the date of execution of this Agreement. This release includes any and all claims, counterclaims, third-party claims, cross-claims, indemnity claims, contribution claims, or other actions in law or equity that any one of them has or may have against any of the other parties arising out of any litigation, contract, agreement, incident, injury, or any other cause of action. This mutual release is intended to be interpreted broadly to include any claims of any nature that any one of them has or may have against any other one of them subject to the terms and conditions set forth in this Agreement, and includes all claims, rights, actions, causes of action, obligations, suits and controversies, known or unknown, whether in contract, real property, or in tort or under federal, state or local statutes that were or could have been alleged in connection with the Lawsuit.

5. **Nieves and Bracetty Residences.** Bracetty and her family ("Bracetty") are currently residing in the property at 139 Clarendale Ave., Youngstown, Ohio, owned by DSV SPV1 LLC. Nieves and her family ("Nieves") are currently residing in the property at 2963 Oak Street, Youngstown, Ohio, owned by DSV SPV2 LLC. Bracetty and Nieves may continue to occupy these residences until, and will vacate the premises no later than, January 31, 2020. Their counsel will notify Vision within 3 business days of their departure from the premises. Notwithstanding the foregoing, the Parties understand and agree that Vision will undertake no additional obligations or liability arising from Bracetty's or Nieves' decision to remain in their respective properties through January 31, 2020. Both Bracetty and Nieves agree that they are voluntarily undertaking any and all risks, liabilities, or obligations resulting from their decision to remain in their respective properties through January 31, 2020.

6. **Dismissal Entry.**

6.1. After the Settlement Amount has been paid in full, Plaintiffs will file, or will cause their counsel to file, a Notice of Dismissal, with prejudice, of all claims asserted by Plaintiffs against Vision in substantially the form of Exhibit 1 with the Court at their cost. The Notice of Dismissal will be filed by Plaintiffs' counsel no

later than 3 business days after the Settlement Amount is paid, or counsel for Vision is authorized to file the same.

7. **Acknowledgements.** By signing this Agreement, each Party acknowledges that they:
 - 7.1. Read this Agreement and understand it is a legally-binding document;
 - 7.2. Were advised to consult with an attorney of their choice before signing this Agreement; and
 - 7.3. Are signing this Agreement voluntarily and with the full understanding of its consequences and have not been forced or coerced in any way.
8. **Representations and Warranties.** Each signatory represents and warrants as follows:
 - 8.1. Such person has authority to bind the Party, Parties, or individual for whom such person acts.
 - 8.2. The claims, counterclaims, third-party claims, suits, rights, and interests, which are the subject of this Agreement and the Lawsuit are owned by the Parties asserting them, have not been assigned, transferred or sold, and are free from any encumbrance.
 - 8.3. This Agreement executed by the party or individual has been duly executed and delivered to the Party or individual and constitutes the legal, valid, and binding obligation of the Party or individual, enforceable against the Party in accordance with its terms.
 - 8.4. The Party has not filed any complaints, charges, lawsuits, or arbitration demands against any of the other Parties relating to this Lawsuit. Each Party agrees not to file any complaints, charges, lawsuits, or arbitration demands against any of the other Parties based on any claim it is releasing in this Agreement.
 - 8.5. Vision has not, and shall not initiate any bankruptcy proceeding(s) prior to Vision's full payment of the Settlement Amount to Plaintiffs as set forth in Section 3.
 - 8.5.1. In the event of any such bankruptcy proceeding(s) initiated by Vision, the Parties acknowledge and agree that Plaintiffs may declare this Agreement null and void: (1) upon the filing of any such bankruptcy prior to Vision's payment of the full Settlement Amount; or (2) in the event that any subsequent bankruptcy filing on the part of Vision results in the avoidance or recoupment of any portion of the payment of the Settlement Amount to Plaintiffs.

9. **Additional Documents.** Each Party agrees to execute and deliver such additional documents and instruments, and to perform such additional acts as may be necessary or appropriate, to effectuate and perform all of the terms, provisions, actions, and conditions of this Agreement.
10. **Multiple Counterparts.** This Agreement may be executed in one or more counterparts, all of which will be considered one and the same, and each of which will be deemed an original. Facsimile or electronic signatures on this Agreement will be accepted the same as original signatures. A photocopy of this Agreement may be used in any action brought to enforce or construe it.
11. **Interpretation.** The following will be applicable regarding the interpretation of this Agreement:
 - 11.1. No term in this Agreement may be construed against any Party on the grounds the Party was responsible for drafting the Agreement.
 - 11.2. Each provision, paragraph, and subparagraph of this Agreement is a separate and distinct covenant. If any provision, paragraph, or subparagraph is adjudged by a court to be in any part void or unenforceable, such a determination will not affect the validity of the remainder of this Agreement, or of any other provision, paragraph, or subparagraph of this Agreement.
 - 11.3. To the extent there is any conflict between the terms in this Agreement, the specific controls over the general.
 - 11.4. This Agreement will be deemed to have been entered into in Ohio and will be governed, interpreted, and construed in accordance with the laws of the State of Ohio.
 - 11.5. Each Party agrees, to the extent an action may be brought arising from or relating to this Agreement, it must be brought in the Court of Common Pleas of Mahoning County, Ohio. By entering into this Agreement, Alex Szkaradek, Antoni Szkaradek, and Steven Randall are not waiving their objection to the Court's attempt to exercise personal jurisdiction over them in the Lawsuit, and no part of this Agreement should be construed as a waiver.
12. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes all prior written or oral agreements, commitments, or understandings with respect to the subjects provided herein. This Agreement does not supersede or affect any existing contracts between the parties. This Agreement will not be amended, altered, or modified unless it is done so in writing, duly executed by all Parties or their authorized representatives.
13. **Severability.** If any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable for any reason, the remaining provisions of this Agreement shall

be unaffected and unimpaired thereby, and shall remain in full force and affect, to the fullest extent permitted by applicable law.

14. **Assignment.** This Agreement may not be assigned without the written consent of all Parties. No waiver of any breach or failure to enforce one or more of the terms and conditions of this Agreement will be construed as an implied amendment, modification, or agreement to amend or modify. Nor will waiver of any breach or failure to enforce one or more of the terms and conditions of this Agreement will be construed as a waiver of the right to later enforce such terms.
15. **Notices.** Any notice or communication to any Party in connection with this Agreement shall be in writing and sent by manual delivery, United States mail (postage prepaid) or overnight courier (postage prepaid), addressed as specified below, or at any other or additional address provided by such Party, in writing. All periods of notice (if any) are measured from: the date of delivery of the notice, if manually delivered or sent via electronic mail; the day after sending, if sent via overnight courier; or the third day after mailing, if sent via U.S. Mail. Each notice or other communication should be addressed as follows:

If to any of the Plaintiffs:

Community Legal Aid Services, Inc.
50 South Main St., Ste. 800
Akron, OH 44308

If to Vision:

Vision Property Management, LLC
16 Berryhill Dr., Ste. 200
Lexington, SC 29210

With a copy to:

J. Alex Quay
Brouse McDowell LPA
388 S. Main Street, Suite 500
Akron, OH 44311

IN WITNESS WHEREOF, the undersigned have signed this Agreement on the date(s) shown below:

12-12-19
Date

12-10-19
Date

Yolanda Bracetty
Yolanda Bracetty

Justin Kennedy
Justin Kennedy

12-10-19
Date

12/10/19
Date

12/10/19
Date

12/10/19
Date

12/10/19
Date

12/10/19
Date

12-10-19
Date

Linda Lou Fekety
Linda Lou Fekety

Justine Reynolds Nieves
Justine Reynolds Nieves

Patricia Rowe
Patricia Rowe

Tara Brown
Tara Brown

Zachary Chartier
Zachary Chartier

Noel Andrew Wingert
Noel Andrew Wingert

Stephanie Martinez
Stephanie Martinez

[Remainder of page intentionally blank; additional signature page(s) follow]

Date

12/10/19

Vision Property Management, LLC

By:

Its:

Date

12/10/19

VPM Holdings, LLC

By:

Its:

Date

12/10/19

RVEM 11 Series, LLC

By:

Its:

Date

12/10/19

RVEM 13 Series, LLC

By:

Its:

Date

12/10/19

RV Holdings Three, LLC

By:

Its:

Date

12/10/19

RV Holdings Eleven, LLC

By:

Its:

Date

12/10/19

Kaja Holdings 2, LLC

By:

Its:

Date

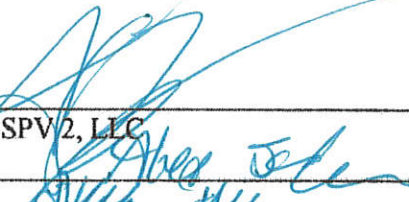

12/10/19

DSV SPV 1, LLC

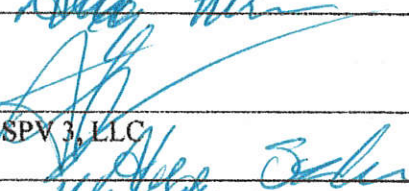

By:

Its:

12/10/19
Date

DSV SPV 2, LLC
By: 
Its: 

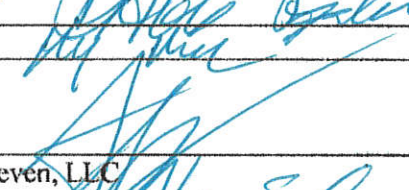

12/10/19
Date

DSV SPV 3, LLC
By: 
Its: 


12/10/19
Date

Alan Investments III, LLC
By: 
Its: 

12/10/19
Date

PA Seven, LLC
By: 
Its: 

12/10/19
Date

Alex Szkaradek


12/10/19
Date

Antoni Szkaradek


12/10/19
Date

Steven Randall
