

The parties agree to settle all claims asserted by plaintiff by payment as follows:

Defendant Beazer:	\$ 5,000.00
3 rd Party Defendant Thompson	\$ 12,000
3 rd Party Defendant Dein	\$ 1,010
	<u>\$ 18,010</u>

Additionally:

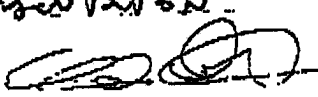
① Beazer will dismiss its 3rd party claim against Dein & construction against Pedersen, with prejudice & release them from all liability

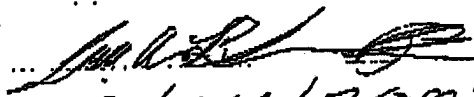
② Beazer will dismiss its 3rd party complaint against Thompson with prejudice & release them from all liability

③ Beazer will dismiss its 3rd party complaint against HUD without prejudice

④ HUD reserve its right to proceed against it on any claim it possesses

Plaintiff agrees to release Beazer, Thompson & Dein from all claims asserted or that could have been asserted in this cause & to execute a stipulation of dismissal with prejudice. Further, the release as to Dein shall include any & all matters arising out of Dein's legal representation.

 8/27/08


08/24/2008

James G. Dein

Attorney for Defendant, Foraditors by Thompson, Inc.
Judith Tucker US Dept of Housing Urban Development