

RELEASE OF ALL CLAIMS

THIS RELEASE OF ALL CLAIMS (the “Agreement” or “Release”) is made and entered into between C.T. HSU & ASSOCIATES, LLC (“C.T. HSU” or “Releasee”) and SEMINOLE COUNTY, FLORIDA (“Seminole County” or “Releasor”) (C.T. HSU and Seminole County collectively, the “Parties”).

RECITALS

A. **WHEREAS**, on or about June 26, 2019, C.T. HSU entered into a Basic Agreement Number M-2599-19/RTB (the “Contract”) with the Board of County Commissioners Seminole County, Florida, to provide architectural design and construction administration services for the Fire Station No. 11 Project located at 2721 S. Ronald Reagan Blvd., Altamonte Springs, Florida 32701 (the “Project”).

B. **WHEREAS**, Seminole County and C.T. HSU are both named defendants in the lawsuit with Case No.: 59-2022-CA-001729 in the Circuit Court of the Eighteenth Judicial Circuit in Seminole County, Florida (the “Litigation”).

C. **WHEREAS**, on or about January 19, 2023, Seminole County filed a Counterclaim against APM Construction Corp., alleging APM’s failure to perform its contractual duties and its defective construction work under the contract.

D. **WHEREAS**, on or about November 14, 2024, Old Republic Surety Company filed its Counterclaim against Seminole County and C.T. HSU.

E. **WHEREAS**, Seminole County has not asserted any claims against C.T. HSU in Case No. 59-2022-CA-001729.

F. **WHEREAS**, without admitting liability and expressly denying any liability and wrongdoings, the Parties hereby agree to settle and release any claims, present or future, known or unknown, between the Parties arising out of or related to the Fire Station No. 11 Project.

NOW THEREFORE, in consideration of the foregoing as well as the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which each Party acknowledges, the Parties hereby covenant and agree as follows:

1. **Recitals**. The Parties represent that the foregoing recitals are true and accurate, and are incorporated herein by reference.

2. **Consideration for this Agreement Among the Parties**. In exchange for Seminole County’s execution and delivery of this Agreement, C.T. HSU shall pay Seminole County a total of \$10.00 (the “Settlement Sum”).

3. **Release**. In consideration for the above-referenced sum, Releasor forever release(s), waive(s) and discharge(s) any and all claims, against Releasee related to C.T. HSU’s

architectural design and construction administration services for the Project, and the damages allegedly sustained to Fire Station No. 11. Releasor expressly acknowledge(s) that this Release extinguishes, waives and discharges any and all claims of all elements of damage available relating to this and any other which could have been brought under this claim or any subsequent lawsuit or litigation. Releasor expressly acknowledge(s) that this Release waives, discharges and extinguishes any and all claims for all elements of damage in the past, present and future arising out of the above-referenced Litigation and specifically waives any and all claims for damages which may be unknown or unanticipated at this time or which may arise as a direct result of this Litigation but which have not been discovered at this time. In addition, in consideration of the above-referenced sum Releasor expressly waive(s), discharge(s) and release(s) any and all claims for bad faith whether predicated on common law or statutory basis which could have been brought or may be brought relative to the above-referenced Litigation and which were or could have been incorporated in the above-referenced Litigation. Specifically, Releasor hereby forever release(s), waive(s) and discharge(s) any and all claims for extra-contractual damages based upon statute or common law which could have been brought in a bad faith action, including but not limited to any claims of personal injuries on behalf of Releasor or their family and employees, and claims of punitive damages or any other element of damage which could have been brought or may be brought as the result of a bad faith action or any other legal action relating to the Litigation referenced above. Releasor expressly acknowledge(s) and understand(s) that this Release is a complete release of any and all claims of any nature that could have been brought and pertaining to the claim brought by Seminole County.

4. **Mutual Cooperation.** The Parties covenant and agree to cooperate with each other as is reasonably necessary during the Litigation including any appeals and to effectuate the purpose and intent of this Release, including execution of appropriate documentation.

5. **Effective Date.** Subject to the terms herein, the Parties agree that this Release will become effective immediately upon its complete execution by all Parties.

6. **No Admission of Liability.** It is understood and agreed that any payment made by one Party to the other is not to be construed as an admission of any liability by or on behalf of any Party; but, instead, the monies being paid hereunder as consideration for this Release are being given in order to avoid claims, causes of action, litigation, the uncertainties stemming from litigation, as well as to protect and secure the good name and good will of the Parties.

7. **Entire Agreement.** This Agreement contains the entire agreement of the Parties on the matters addressed herein, and all representations, warranties, offers, acceptances, and/or promises are merged and integrated into the written terms of this Agreement. This Agreement may be amended only by a written agreement executed by all the Parties.

8. **Non-Disparagement.** All Parties agree that they will not act in any manner that might damage the business or reputation of, or be demeaning, disparaging, or detrimental to any other Party or any of their officers, directors, shareholders, partners, members, parent companies, subsidiaries, affiliated entities, employees, predecessors, successors, representatives, and agents.

9. **Severability.** The provisions of this Agreement are severable. If any portion, provision, or part of this Agreement is held, determined, or adjudicated to be invalid,

unenforceable or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions or parts of this Agreement and shall not affect the validity or enforceability of any remaining portions, provisions or parts.

10. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit and/or detriment of the Parties and their respective beneficiaries, guardians, administrators, trustees, executors and executrices, agents, principals, representatives, affiliates, successors, and assignees.

11. **Voluntary and Knowing Execution.** Each Party represents that it has read this entire Agreement and understands each and every term hereof. The parties further acknowledge that each party has had the opportunity to consult legal counsel in connection with entering into this Agreement and respective counsel for each party has explained the meaning and significance of each provision of this Agreement. This Agreement is executed freely and voluntarily with full knowledge and understanding of its terms. The Parties agree that the construction and interpretation of this Agreement shall not be strictly construed against any Party, and if any ambiguity or question of intent arises with respect to any provision of this Agreement, this Agreement shall be construed as if drafted jointly by all Parties.

12. **Choice of Law and Forum.** This Agreement is entered into in Seminole County, State of Florida. This Agreement and any rights or obligations provided for in this Agreement, shall be construed and enforced in accordance with the laws of the State of Florida without regard to the conflicts provisions thereof. Any dispute between the Parties arising out of, or related to, this Agreement or the matters addresses herein, shall have its jurisdiction and venue in Seminole County, Florida, and no place else.

13. **Execution in Counterparts.** This Agreement may be separately executed in one or more counterparts (including facsimile, email, and PDF copies), each of which shall be deemed an original, but all of this shall collectively constitute one and the same instrument. This Agreement may be executed by facsimile, electronic, or PDF signatures, which shall be deemed to be the equivalent of originals for all purposes. A scanned copy of an original signature shall be accepted as an original signature.

14. **Miscellaneous.** The headings and captions contained herein are for convenience only and may not be considered in interpreting the meaning or intent of any provisions hereof. The singular as used herein includes the plural, the plural as used herein includes the singular, and the use of pronouns and gender shall apply to all genders.

15. **Authority to Sign.** Each person signing below represents that he/she has fully vested authority to sign on behalf of the individual or entity listed, and that all requisite actions have been duly taken to bestow such authority.

I HAVE READ THIS RELEASE AND HEREBY ACKNOWLEDGE THAT I UNDERSTAND AND ACCEPT ALL OF THE TERMS AND CONDITIONS THEREIN.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of January 2026.

BY: C.T. HSU & ASSOCIATES, LLC

(Sign)

(Print)

ATTEST

SEMINOLE COUNTY

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

By: _____
ANDRIA HERR, Chairman

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____
_____, 20____, regular meeting.