SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement") is entered into by and between Clark County, Nevada, and Domingo Cambeiro Professional Corporation ("Cambeiro"), and Cambeiro's insurer, Lexington Insurance Company ("Lexington") who shall collectively herein be referred to from time to time as the "Parties" or individually as a "Party" to this Agreement, and in consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

RECITALS

A. On or about September 8, 2004, the DOA entered into a Professional Services Contract with Cambeiro (the "Contract"), whereby Cambeiro was to provide design services and prepare construction drawings for the CB-1C Gate Pedestrian Bridge and C-1A Boarding Gate for McCarran Airport (the "Project");

B. During the course of construction of the Project, the Construction Contractor, Flagship Construction, requested additional compensation for revised work and delays resulting from alleged design errors and omissions to the construction drawings;

C. On August 5, 2009, Clark County filed a lawsuit in Nevada state court against Cambeiro, asserting claims of damages for errors and omissions in District Court, Case No. A-09-598875-C (the "State Court Action");

D. Cambeiro also claims that Clark County owes Cambeiro for work performed pursuant to the Contract;

E. By entering into this Agreement, the Parties have agreed to settle and compromise disputes relating to the Contract, including any and all claims, counter-claims, and cross-claims against each other arising from or related to the Project, without limitation, the State Court Action, in accordance with the following terms and conditions:

TERMS AND CONDITIONS

NOW THEREFORE, the Parties do agree, in exchange for the mutual promises, releases and other consideration expressed herein, the receipt and sufficiency of which hereby expressly acknowledged, as follows:

1. **Consideration** Except as expressly provided in this Agreement, in settlement of the Claims asserted or unasserted by the Parties relating to this Project, the Parties agree that Cambeiro and Lexington shall, jointly and severally, pay to Clark County the sum of $600,000.00. Payment shall be made within 30 days of final approval by the Board of County Commissioners as set forth below.

2. **Release And Discharge**

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Except as otherwise provided in this Agreement, the parties discharge and release any and all claims against each other and their consultants, agents, officers and employees relating to, arising from, or connected to the Contract, the Project, or the State Court Action.

Notwithstanding anything else herein, nothing in this Agreement shall serve to release, waive or discharge the Parties' respective rights, claims and/or obligations with respect to any latent defects in the work that is the subject of the Contract, or obligations relating to third party claims including, but not limited to claims for indemnity and contribution.

3. **Indemnification and Defense** Each of the Parties agrees to indemnify, defend and hold harmless the other Parties all claims asserted against any of them as a result of, or in connection with, any action or other proceeding brought, directly or indirectly, on behalf of, in the name of or by anyone claiming standing through, each Party, contrary to the provisions of the releases (¶ 2) provided in this Agreement. The obligation to provide a defense shall arise whether the claims asserted or actions or proceedings filed are rightfully or wrongfully asserted or filed.

4. **Approval of Board of County Commissioners** Notwithstanding the terms of this agreement, Cambeiro and Lexington recognize and agree that in order for this agreement to be final and binding, final approval of this agreement must be approved by the Board of County Commissioners. The signatory of this agreement for Clark County agrees that they will use best efforts to obtain approval of the Board of County Commissioners.

5. **Attorney Fees and Costs** The Parties shall bear their own attorneys' fees and costs incurred to date in resolving the Claims, as well as on the preparation of this Agreement. In the event that any Party commences an action to enforce or interpret this Agreement, or for any other remedy based on or arising from this Agreement, the prevailing party therein shall be entitled to recover its reasonable and necessary attorneys' fees and costs incurred.

Clark County, Nevada
By: Randall Walker
Its: Director of Aviation

Domingo Cambeiro Professional Corp.
By: Domingo Cambeiro
Its: President

Lexington Insurance Company
By: Samuel R. Pierce
Its: Claims Examiner