

### Operative Provisions:

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties agree as follows:

1. Immediately upon execution of this agreement by all parties, Lefakis will pay to HOA a total amount of \$10,000.00 by good and sufficient check payable to Tesoro Media, LLC.
2. Upon receipt of the aforementioned \$10,000.00, HOA hereby assigns all of its right, title and interest in and to the Billboard to Lefakis.
3. Immediately upon execution of this agreement by all parties HOA will dismiss, with prejudice, the complaint, in its entirety, in Case No. 113641.
4. This Agreement contains the entire agreement of the parties hereto and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. The parties to this agreement acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise have been made by them, or anyone acting on their behalf, which are not embodied in this agreement; that they have not executed this agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this agreement; and that no representation, inducement, promise, agreement, or warranty not contained in this agreement, including but not limited to any purported supplements, modifications, waivers, or terminations of this agreement, shall be valid or binding, unless executed in writing by the party against whom it is sought to be enforced. This agreement may be amended, and any provision herein may be waived, but only in writing signed by the party against whom such amendment or waiver is sought to be enforced.
5. In the event any party is required to bring suit or any other legal proceeding to enforce or interpret the terms or scope of this agreement, it is agreed that the prevailing party to such suit or legal proceeding shall be entitled to recover reasonable attorney's fees, expenses, expert witness fees, and costs of suit incurred therein.
6. This agreement, and all of the terms and provisions contained herein, shall be binding upon and enure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.
7. HOA, for itself and its successors, agents and assigns, does hereby release and forever acquit and discharge Lefakis and their agents, heirs, successors, executors, administrators, and assigns, of and from any and all claims, demands, liabilities, obligations, and causes of action of every kind, known or unknown, suspected or unsuspected, which HOA may have, or any time heretofore ever has had, including, but