

MUTUAL RELEASE

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Asphalt Paving Systems, Inc., John Patten and Alexander Clemens (herein referred to as Parties of the First Part) and City of Venice, Florida and Owen-Ames-Kimball Co. (herein referred as Parties of the Second Part), enter into this Mutual Release and hereby agree as follows:

For consideration of Ten Dollars and no/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, Parties of the First Part and Parties of the Second Part hereby release and forever discharge each other and the other's respective predecessors, successors, assigns, officers, directors, shareholders, and individual commissioners of and from any and all claims, demands, causes of action, damages or suits at law and equity of whatsoever kind or nature, whether known or unknown, (herein collectively referred to as "Claims") that the undersigned ever had, now has or may have in the future, in any way related to or arising out of Bid No. 2934-11 for Runway 4-22, Taxiway E and RSA/ROFA Improvements at the Venice Municipal Airport (the "Project") inclusive of, but not limited to, the claims which are, or could have been, the subject matter of that civil action styled Asphalt Paving Systems, Inc. and John Patten v. City of Venice, Florida and Owen-Ames-Kimball Co., Case No. 2012-CA-8914-NC and filed in the Circuit Court for Sarasota County, Florida.

Specifically excluded from the scope of this Release are any Claims between City of Venice, Florida and Owen-Ames-Kimball Co. which Claims are specifically reserved.

It is further agreed and understood that this settlement is a compromise of a disputed claim and that the payment of the consideration herein expressed is not to be construed as an admission of liability on behalf of the parties herein released or to be considered or construed as a waiver by, or an estoppel against, the parties herein released.

The undersigned does hereby acknowledge full and complete satisfaction and further declares and represents that no promises, inducements or agreements not herein expressed have been made to the undersigned, and that this release contains the entire agreement between the undersigned and the parties herein released, and that the terms of this release are contractual and binding and are not a mere recital.

This Mutual Release may be executed in any number of counterparts (and by delivery of facsimile or electronic signature), each of which shall be deemed an original but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, this release has been read, signed and sealed this ____ day of _____, 2013.

Signed and sealed in the presence of:

ASPHALT PAVING SYSTEMS, INC.

Print: _____

By _____
As _____

Print: _____

Print: _____

JOHN PATTEN

Print: _____

Print: _____

ALEXANDER CLEMENS

Print: _____

CITY OF VENICE, FLORIDA

Print: _____

By _____
As _____

Print: _____

OWEN-AMES-KIMBALL CO.

Print: _____

By _____
As _____

Print: _____